

**Notice of Regular Meeting
Board of Trustees
October 20, 2020**

A Regular Meeting of the Board of Trustees will be held on October 20, 2020, beginning at 6:00 PM, in the Virtual Meeting.

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.

La Vega ISD Board of Trustees October Board Meeting

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Access Code: 855-306-717

- I. Roll Call, Establishment of Quorum, and Call to Order -- Board President
- II. Opening Ceremony -- Board President
- III. Consider Listing of Agenda Items -- Board President
- IV. Public Hearing on the La Vega ISD Annual Financial Integrity Rating System of Texas (School FIRST) Management Report -- Ms. Diane Roepke
- V. Recognition Items -- Board President and Dr. Sharon M. Shields
- VI. Public Participation -- Board President
- VII. Special Reports -- Board President
 - A. Superintendent's Report -- Dr. Sharon M. Shields
 - 1. Student Enrollment Update -- Dr. Sharon M. Shields
 - 2. Calendar of Events -- Dr. Sharon M. Shields
- VIII. Consider Consent Agenda Items -- Board President
 - A. Minutes for Meetings Held -- Ms. Lori Mynarcik
 - B. Monthly Tax Collection Recap and Report -- Ms. Diane Roepke
 - C. Budget Amendments -- Ms. Diane Roepke
 - D. Quarterly Investment Report -- Ms. Diane Roepke
 - E. Personnel Items -- Mr. Todd Gooden
 - 1. Stipend List Additions -- Mr. Todd Gooden
 - F. Class Size Reports -- Mr. Todd Gooden
 - G. Ratification of the District's Asynchronous Instructional Plan for 2020-2021 -- Dr. Charla Rudd
 - H. School Safety Audit Report --
 - I. Rescind Approval of the La Vega High School Course Catalog -- Dr. Charla Rudd
- IX. Action and Discussion Items -- Board President
 - A. Consider All Matters Incident and Related to the Issuance and Sale of "La Vega Independent School District Unlimited Tax Refunding Bonds, Series 2012," Including the Adoption of an Order Authorizing the Issuance of Such Bonds, Establishing Parameters for the Sale and

Issuance of Such Bonds and Delegating Certain Matters to Authorized Official of the District -- Ms. Diane Roepke

B. Consider Heart of Texas Community Health Center (dba) Family Health Center School Telehealth Collaboration -- Dr. Sharon M. Shields

C. Consider Monthly Budget Analysis Report -- Ms. Diane Roepke

D. Consider Teacher and Professional Employee Contract Recommendations -- Mr. Todd Gooden

X. Closed Meeting -- Board President

XI. Adjournment -- Board President

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 state under God, one and indivisible."

APPROVE LISTING OF AGENDA ITEMS

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☒ Attached ☐ Provided Later ☐

Contact Person:

Dr. Sharon M. Shields 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:

Abstain:

La Vega ISD

ANNUAL FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS MANAGEMENT REPORT For the Fiscal Year Ending August 31, 2019



Presented October 20, 2020

Mrs. Brenda Rocha, Board President
Dr. Sharon Shields, Superintendent
Mrs. Diane Roepke, Deputy Superintendent for Finance
Mr. Todd Gooden, Asst. Supt for Personnel and Administration

User: Diane Roepke
User Role: District

RATING YEAR 2019-2020

DISTRICT NUMBER district #

Select An Option

Help

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Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON SCHOOL YEAR 2018-2019 DATA - DISTRICT STATUS DETAIL

Name: LA VEGA ISD(161906)		Publication Level 1: 8/6/2020 9:26:37 AM	
Status: Passed		Publication Level 2: 8/6/2020 11:17:34 AM	
Rating: B = Above Standard		Last Updated: 8/6/2020 11:17:34 AM	
District Score: 88		Passing Score: 60	
#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	3/30/2020 2:07:38 PM	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
2.A	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	3/30/2020 2:07:39 PM	Yes
2.B	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)</u>	3/30/2020 2:07:39 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	3/30/2020 2:07:39 PM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?</u>	3/30/2020 2:07:39 PM	Yes
5	This indicator is not being scored.		
			1 Multiplier Sum

6	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)</u>	3/30/2020 2:07:40 PM	6
7	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)</u>	3/30/2020 2:07:40 PM	8
8	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district passes this indicator. See ranges below.</u>	3/30/2020 2:07:41 PM	6
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?</u>	3/30/2020 2:07:41 PM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	3/30/2020 2:07:42 PM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	3/30/2020 2:07:43 PM	8
12	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)</u>	3/30/2020 2:07:43 PM	10
13	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?</u>	3/30/2020 2:07:45 PM	10
14	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	3/30/2020 2:07:45 PM	10
15	<u>Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?</u>	3/30/2020 2:07:45 PM	10
			88 Weighted Sum
			1 Multiplier Sum
			88 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to Indicators 1, 3, 4, or 2.A? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
B.	Determine the rating by the applicable number of points. (Indicators 6-15)	
	A = Superior	90-100
	B = Above Standard	80-89

C = Meets Standard	60-79
F = Substandard Achievement	<60
No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.	



How Ratings are Assessed

Rating Worksheet

Preliminary ratings are released by Texas Education Agency every calendar year during the summer. The Commissioner's Rules for School FIRST are contained in Title 19, Texas Administrative Code, Chapter 109, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System.

The School FIRST Communications Kit was updated in September 2018 to include changes in the Commissioner's Rule for School FIRST that were finalized in August 2018. The most substantive changes in August 2018 will be implemented by the Texas Education Agency beginning with ratings year 2020-2021 based primarily on data from fiscal year 2020.

During the phase-in period, the new School FIRST system has separate worksheets for rating years 2017-2018, 2018-2019, and 2019-2020 as compared to subsequent years.

The questions a school district must address in completing the worksheet used to assess its financial management system can be confusing to non-accountants. The following is a layman's explanation of what the questions mean—and what your district's answers can mean to its rating.

1. Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?

A simple indicator. Was your Annual Financial Report filed by the deadline?

2. Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.

2.A. Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)?

A "modified" version of the auditor's opinion in your annual audit report means that you need to correct some of your reporting or financial controls. A district's goal, therefore, is to receive an "unmodified opinion" on its Annual Financial Report. 2.A. is a simple "Yes" or "No" indicator (see instructions under "2." for evaluating performance under "2.A" and "2.B." to arrive at the score for "2.").

2.B. Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)

A clean audit of your Annual Financial



How Ratings are Assessed

Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses create a risk of your District not being able to properly account for its use of public funds, and should be immediately addressed. 2.B. is a simple “Yes” or “No” indicator (see instructions under “2.” for evaluating performance under “2.A” and “2.B” to arrive at the score for “2.”).

3. Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)

This indicator seeks to make certain that your district has timely paid all bills/obligations, including financing arrangements to pay for school construction, school buses, photocopiers, etc.

4. Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?

This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district.

5. Was the total unrestricted Net Position balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Positions greater than zero? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.)

This indicator simply asks, “Did the district’s total assets exceed the total amount of liabilities (according to the very first financial statement in the annual audit report)?” Fortunately, this indicator recognizes that high-growth districts incur large amounts of debt to fund construction, and that total debt may exceed the total amount of assets under certain scenarios.

6. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

This indicator measures how long in



How Ratings are Assessed

days after the end of the fiscal the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did you meet or exceed the target amount in School FIRST?

7. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did you meet or exceed the target amount in School FIRST?

8. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.)

This question is like asking someone if their mortgage exceeds the market value of their home. Were you below the cap for this ratio in School FIRST? Fortunately, this indicator recognizes that high-growth districts incur additional operating costs to open new instructional campuses.

9. Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?

This indicator simply asks, "Did you spend more than you earned?" (the

school district will automatically pass this indicator, if the school district had at least 60 days cash on hand.)

10. Was the debt service coverage ratio sufficient to meet the required debt service?

This indicator asks about the school district's ability to make debt principal and interest payments that will become due during the year. Did you meet or exceed the target amount in School FIRST?

11. Was the school district's administrative cost ratio equal to or less than the threshold ratio?

This indicator measures the percentage of their budget that Texas school districts spent on administration. Did you exceed the cap in School FIRST for districts of your size?

12. Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)

If the school district had a decline in students over 3 school years, this indicator asks if the school district decreased the number of the staff on the payroll in proportion to the decline in students. (The school district automatically passes this indicator if there was no decline in students.)

13. Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's



Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 7

Name:	LA VEGA ISD (161906)
Indicator:	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)
Result/Points	8
Last Updated:	3/30/2020 2:07:40 PM

FORMULA

Field	Value	
Current Assets	10,234,700	?
/ Current Liabilities	3,444,609	?
Mathematical Breakdown: 2.9712		

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
≥ 3.00	$< 3.00 \geq 2.50$	$< 2.50 \geq 2.00$	$< 2.00 \geq 1.50$	$< 1.50 \geq 1.00$	< 1.00



Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 8

Name:	LA VEGA ISD (161906)
Indicator:	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district passes this indicator. See ranges below.
Result/Points	6
Last Updated:	3/30/2020 2:07:41 PM

FORMULA

Field	Value
(Long Term Liabilities	40,865,080
/ Total Assets	53,968,683
<= 1	
) Or	
((2019 Total Students	3,138
- 2015 Total Students	2,966
)	
/ 2015 Total Students	2,966
>= Threshold for Five-Year Percent Increase in Students	0.07
)	
Mathematical Breakdown: 0.7572 <= 1 Or 0.058 >= 0.07	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
<=0.60	>0.60 <=0.70	>0.70 <=0.80	>0.80 <=0.90	>0.90 <=1.00	>1.00



Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 11

Name:	LA VEGA ISD (161906)
Indicator:	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)
Result/Points	8
Last Updated:	3/30/2020 2:07:43 PM

FORMULA

Field	Value	
District Administrative Cost Ratio	0.1189	?
And		
ADA	2,874.775	?
Or		
Sparse	false	?

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS						
ADA Size	10	8	6	4	2	0
10,000 and Above	<= 0.0855	> 0.0855 <= 0.1105	> 0.1105 <= 0.1355	> 0.1355 <= 0.1605	> 0.1605 <= 0.1855	> 0.1855
5,000 to 9,999	<= 0.1000	> 0.1000 <= 0.1250	> 0.1250 <= 0.1500	> 0.1500 <= 0.1750	> 0.1750 <= 0.2000	> 0.2000
1,000 to 4,999	<= 0.1151	> 0.1151 <= 0.1401	> 0.1401 <= 0.1651	> 0.1651 <= 0.1901	> 0.1901 <= 0.2151	> 0.2151
500 to 999	<= 0.1311	> 0.1311 <= 0.1561	> 0.1561 <= 0.1811	> 0.1811 <= 0.2061	> 0.2061 <= 0.2311	> 0.2311
Less than 500	<= 0.2404	> 0.2404 <= 0.2654	> 0.2654 <= 0.2904	> 0.2904 <= 0.3154	> 0.3154 <= 0.3404	> 0.3404
Sparse	<= 0.3364	> 0.3364 <= 0.3614	> 0.3614 <= 0.3864	> 0.3864 <= 0.4114	> 0.4114 <= 0.4364	> 0.4364



Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON 2018-2019 SCHOOL YEAR DATA INDICATOR TEST 6

Name:	LA VEGA ISD (161906)
Indicator:	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)
Result/Points	6
Last Updated:	3/30/2020 2:07:40 PM

FORMULA

Field	Value
(	
(	
Cash and Equivalents	5,831,949
+ Current Investments	0
)	
/	
(	
Total Expenditures	32,152,691
- Facilities Acquisition and Construction	691,776
)	
)	
*	
365	
Mathematical Breakdown: 67.6605	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
>=90	<90 >=75	<74 >=60	<60 >=45	<45 >=30	<30

DISCLOSURES

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2019

For the Twelve-month Period Ended June 30, or August 31, 2019								
Description of Reimbursements	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Meals	\$	\$	\$	\$	\$	\$	\$	\$
Lodging								
Transportation								
Motor Fuel								
Other								
Total	\$ 12,981.06	\$ 2,373.75	\$ 2,596.99	\$ 2,639.08	\$ 2,550.26	\$ 2,893.52	\$ 3,438.83	\$

Note – The spirit of the rule is to capture all “reimbursements” for fiscal year 2019, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

Meals – Meals consumed off of the school district's premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls.

Motor fuel – Gasoline.

Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



DISCLOSURES

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2018

For the Twelve-Month Period Ended June 30, or August 31, 2019	
Name(s) of Entity(ies)	
	\$
Total	\$

Note – Compensation does not include business revenues from the superintendent's livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



DISCLOSURES

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2019

For the Twelve-Month Period Ended June 30, or August 31, 2019								
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Summary Amounts	\$	\$	\$	\$	\$	\$	\$	\$

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.



DISCLOSURES

5. Business Transactions Between School District and Board Members for Fiscal Year 2019

For the Twelve-Month Period Ended June 30, or August 31, 2019	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Summary Amounts	\$	\$	\$	\$	\$	\$	\$

Note - The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursements received by board members.



DISCLOSURES

6. Any other information the board of trustees of the school district or open-enrollment charter school determines to be useful.

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

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

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

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

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

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

Assigned Fund Balance: The assigned fund balance represents tentative plans for the future

use of financial resources. Assignments require executive management (per board policy to assign this responsibility to executive management prior to end of fiscal year) action to earmark fund balance for bona fide purposes that will be fulfilled within a reasonable period of time. The assignment and dollar amount for the assignment may be determined after the end of the fiscal year when final fund balance is known.

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

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

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

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

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

district facilities are reported under Function 80.

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

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

Chapter 41: A key "equity" chapter in the Texas Education Code (TEC) is Chapter 41. This chapter is devoted to wealth equalization through the mechanism of recapture, the recovery of financial resources from districts defined by the state as high property wealth. Resources are recovered for the purpose of sharing them with low-wealth districts. Districts that are subject to the provisions of Chapter 41 must make a choice among several options in order to reduce their property wealth and share financial resources.

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

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

Days of Cash on Hand: The number of days the school district can disburse funds for its

operating expenditures without receiving any new revenues.

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

Debt Services: Two function areas (70 and 71) and one Object (6500) are identified using this terminology "debt services." Function 70 is a major functional area that is used for expenditures that are used for the payment of debt principal and interest including Function 71. Expenditures that are for the retirement of recurring bond, capital lease principal, and other debt, related debt service fees, and for all debt interest fall under Function 71. Object 6500 covers all expenditures for debt service.

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

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

Effective Tax Rate: Provides the unit with approximately the same amount of revenue it had the year before on properties taxes in both years. A comparison of the effective tax rate to the taxing unit's proposed tax rate shows if there will be a tax increase.

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

Excess (Deficiency): Represents receivables due (excess) or owed (deficiency) at the end of the school year. This amount is recorded as Asset Object 1200.

GLOSSARY

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

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

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

Foundation School Program (FSP) Status: The Foundation School Program (FSP) is the shared financial arrangement between the state and the school district, where property taxes are blended with revenues from the state to cover the cost of basic and mandated programs. The nature of this arrangement falls in one of the following status categories: Regular, Special Statutory, State Administered, Education Service Center, or Open Enrollment Charter School District.

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

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

- Instruction and Instructional-Related Services
- Instructional and School Leadership
- Support Services - Student
- Administrative Support Services
- Support Services; Non-Student Based

- Ancillary Services
- Debt Service
- Capital Outlay
- 90 Intergovernmental Charges

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

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

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

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

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

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

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

Intergovernmental Charges: "Intergovernmental" is a classification used

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

Investments in Capital Assets, Net of Related Debt:

One of three components of Net Position that must be reported in both government-wide and proprietary fund financial statements. Related debt, for this purpose, includes the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of capital assets of the government.

Local & Intermediate Revenues: All revenues from local taxes and other local and intermediate revenues. For specifics, see the definitions for Local Tax and Other Local & Intermediate Revenues. This amount is recorded under Object 5700.

Local Tax: This is all revenues from local real and personal property taxes, including recaptured funds from 1) Contracted Instructional Services Between Public Schools (Function 91) and 2) Incremental Costs associated with Chapter 41 of the Texas Education Code (Function 92).

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

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

Nonspendable Fund Balance: The portion of fund balance that is in non-liquid form, including

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

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

- 1000 Assets
- 2000 Liabilities
- 3000 Fund Balances
- 5000 Revenue
- 6000 Expenditures/Expenses
- 7000 Other Resources/NonOperating Revenue/Residual Equity Transfers In
- 8000 Other Uses/NonOperating Revenue/Residual Equity Transfers Out

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

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

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

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

- Revenues Realized as a Result of Services Rendered to Other School Districts
- Tuition and Fees
- Rental payments, interest, investment income

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS

202

207

505

COUNTY OF MCLENNAN

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPERINTENDENT'S EMPLOYMENT ("Contract") is made and entered into effective the 17th day of September 2019, by and between the Board of Trustees (the "Board") of the La Vega Independent School District (the "District") and Dr. Sharon M. Shields ("Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District under a 221 day annual basis on a regular term of three (3) years, ending on June 30, 2023. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. The Board shall consider the extension of this Contract at least once annually during the term of this Contract. However, during the last year of her employment with the District, the Board will extend the Superintendent's contract through August 31st of the year, at the choice of the Superintendent.

1.2 **Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 **Duties.** The Superintendent is the chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, re-organize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties

of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.

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

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

2.4 Board Meetings. The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's salary and benefits as set forth in this Contract or the Superintendent's evaluation or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal or upon mutual agreement by the Superintendent and Board of Trustees.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

2.6 Indemnity. To the extent permitted by Texas law and the Texas Constitution, the Board contracts that the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as an employee providing the incident(s) which is (are) the basis of any claim or lawsuit arose or does arise in the future from an act of omission of the Superintendent and as an employee of the District; was acting within the course and scope of her employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees those claims or any causes of action where it is determined that the Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Paragraph 6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

III. Compensation

3.1 Salary. Effective September 17th, 2019 the District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED TWENTY-FIVE THOUSANDS THREE HUNDRED EIGHTY DOLLARS AND THIRTY-SIX CENTS (\$225,380.36). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board policies.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a new contract.

3.3 Expenses. In addition to those sums otherwise payable to the Superintendent as set forth in this Agreement, the District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the Continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel to destinations outside the District, such costs may include, but are not limited to, gasoline, hotels, and accommodations, meals, rental car, and cell phone and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.4 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the

Superintendent's active attendance and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informal meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend such seminars, courses, or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills, subject to board approval. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

3.5 Vacation Time and Holidays. The Superintendent may take, at the Superintendent's option, subject to Board approval, twenty (20) days of vacation or non-duty days, whichever way these days are tracked by the District, per year during the term of this contract. The vacation/non-duty days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall also observe the same legal holidays as provided by Board policies for school employees. The Superintendent's accrued but unused vacation/non-

duty days shall carry-over from year to year. At the sole option of the Superintendent, either at the end of each year of the term of this Contract, at retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation/non-duty days at the Superintendent's daily rate of pay as of the payment date. The maximum number of vacation/non-duty days paid out at the end of each year of the term of this Contract shall be increased from 5 days to 10 days beginning December 2015, unless otherwise agreed to in writing by the Board and Superintendent. The maximum number of vacation/non-duty days paid out upon the Superintendent's termination, resignation, retirement, or any other manner of separation from employment with the District shall be 30, unless otherwise agreed to in writing by the Board and Superintendent.

3.6 TRS Contribution. As supplemental salary, beginning January 2011, the District shall pay the Superintendent an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (TRS) in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

3.7 Deferred Compensation. On behalf of the District, the Board shall establish for the Superintendent an Executive Retirement Account in the form of a qualified tax-sheltered annuity or deferred compensation account under applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") (the "Annuity"). The Annuity is to be selected by the Superintendent. Throughout the term of this Contract, the District shall make periodic contributions to the Annuity or to the Superintendent as a reimbursement, on a prorated monthly

basis, based on a total annual contribution by the District of 3.944% of the Superintendent's annual Salary, as set forth in section 3.1. The Annuity is and shall be fully and immediately vested in the Superintendent, and is freely transferrable by the Superintendent in the event the Superintendent is no longer employed by the District.

3.8 Supplemental Pay. As the Superintendent has recently completed her 10th year as Superintendent of the District and 29 years as an employee of the District, the Board hereby agrees to supplement the Superintendent's salary with an additional amount to be referred to as "Supplemental Pay," based on the Superintendents added value, skills, and experience. Beginning January 1, 2013, Supplemental Pay shall be in an annual amount equal to \$6,200.00. The Supplemental Pay shall be paid monthly, as services are rendered, in accordance with the District's standard payroll practices as for other salary payments and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System and other appropriate agencies.

IV. Annual Performance Goals

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

V. Performance Evaluation

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year, in the month of **September** or at another mutually agreeable time. The Superintendent shall participate in this meeting and the meeting shall include a review and appraisal of the roles of the Superintendent, and the Board and their relationship, and the confidential written evaluation of the Superintendent's performance shall be maintained in the Superintendent's personnel file. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

5.2 Confidentiality. The evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with either party's respective legal counsel.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modification must be adopted at least one (1) year prior to its implementation.

VI. Renewal or Extension of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with the terms of this Contract, Board policy and Chapter 21 of the Texas Education Code.

6.2 At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.

VII. Termination of Employment Contract

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

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

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

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract.
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency.
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;

- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District as determined by the Board. Immorality is not confined to actual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity.
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities.
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business.
- (p) Failure to fulfill the requirements for superintendent certification;
- (q) Any other reason constituting "good cause" under Texas law.

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

7.5 Resignation. The Superintendent shall be entitled to resign her employment with the District as provided by the Texas Education Code §21.212(e) and other applicable laws.

Article VIII. Miscellaneous

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

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

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

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

This Contract shall be effective on September 17, 2019.

LA VEGA INDEPENDENT SCHOOL DISTRICT

By: Phil Bancala, President
Board of Trustees
La Vega Independent School District

Date: September 17, 2019

ATTEST:

By: Mildred Watkins, Secretary
Board of Trustees
La Vega Independent School District

EXECUTED to be effective the 17th day of September 2019.

SUPERINTENDENT

By: Sharon M. Shields 9/17/19
Dr. Sharon M. Shields Date
Superintendent of Schools

EXECUTED to be effective the 17th day of September 2019.

RECOGNITION ITEMS

Presented for:

Board action ☐ Report/Review Only ☒ Consent Agenda Item ☐

Supporting documents:

None ☒ Attached ☐ Provided Later ☐

Contact Person:

Board President

Background Information:

This portion of the board meeting is reserved to recognize students, staff, and Board Members for exemplary accomplishments beyond the District Level.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

[illegible]

PUBLIC PARTICIPATION

Presented for:

Board action ☐ Report/Review Only ☒

Supporting documents:

None ☒ Attached ☐ Provided Later ☐

Contact Person(s):

Board President and Dr. Sharon M. Shields

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

[illegible]

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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Superintendent's Report

1. **Student Enrollment Report**
2. **Calendar Events**
3. **Other Miscellaneous Items**

Presented for:

Board action ☐ Report/Review Only ☒

Supporting documents:

None ☒ Attached ☐ Provided Later ☐

Contact Person:

Dr. Sharon M. Shields

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

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. Sharon M. Shields or Ms. 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
400 East Loop 340, Waco, Texas 76705
254-299-6700 ♦ 254-799-8642 FAX

Office of the Superintendent

**La Vega I.S.D. Board of Trustees
Minutes of the Regular Meeting Held
September 15, 2020**

SPECIAL NOTE: This meeting was a “blended” meeting, with some Board Members attending in person and some by video and/or phone conference due to restrictions and quarantines caused by the COVID-19 virus.

<https://global.gotomeeting.com/join/973385085>

United States: +1 (408) 650-3123

Access Code: 973-385-085

BOARD MEMBERS PRESENT – Brenda Rocha, Mildred Watkins, Myron Ridge, Phil Bancale, Raymond Koon, and Henry C. Jennings

BOARD MEMBERS ABSENT – Randy Devorsky

SCHOOL PERSONNEL PRESENT – Dr. Sharon M. Shields, Diane Roepke, Todd Gooden, Dr. Charla Rudd, and Lori Mynarcik

OTHERS PRESENT – None

CALLED TO ORDER – Board President Brenda Rocha established a quorum and brought the board meeting to order at 6:00 p.m.

OPENING CEREMONY – The Pledges of Allegiance to the United States Flag and the Texas Flag were led by Mr. Todd Gooden, Assistant Superintendent for Personnel and Administration.

APPROVED LISTING OF AGENDA ITEMS - On a motion by Mr. Jennings and seconded by Ms. Watkins, the Board unanimously approved the listing of agenda items.

RECOGNITION ITEMS – None

PUBLIC PARTICIPATION – None

SPECIAL REPORTS – Board Members received the following special report(s).

Superintendent's Information to the Board – Dr. Sharon M. Shields, Superintendent, updated the Board Members on upcoming calendar items and other miscellaneous information.

APPROVED CONSENT AGENDA ITEMS - Motioned by Mr. Ridge and seconded by Ms. Watkins, the Board unanimously approved the following consent agenda items:

- the minutes for the August 25, 2020 regular board meeting
- the monthly tax collection recap and report
- reviewed the list of locally certified teachers
- the ratification of the remote instruction homebound waiver

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

Approved the Request to Extend the Start of the 2020-2021 School Year Transition Beyond the Four-Week Limit Waiver – Mr. Koon made a motion to approved the request to extend the start of the 2020-2021 School Year transition beyond the four-week limit waiver. Ms. Watkins seconded the motion and it unanimously passed.

Designation of a Board Member to Serve on the District Quality Improvement Council (DQIC) – On a motion by Ms. Watkins and seconded by Mr. Koon, the Board Members unanimously approved the designation of Mr. Myron Ridge to serve as the Board's representative on the DQIC, and Mrs. Rocha to serve as the alternate on the DQIC.

Approved the Monthly Budget Analysis Report – On a motion by Mr. Bancale and seconded by Mr. Jennings, the Board unanimously approved the monthly budget analysis report.

Teacher and Professional Employee Contract Recommendations – None

Approved the Superintendent's Contract Extension, Salary, and Benefits – Motioned by Mr. Koon and seconded by Ms. Watkins, the Board Members unanimously approved the Superintendent's contract extension, salary, and benefits.

CLOSED MEETING – A closed session of the Board of Trustees was declared at 6:18 p.m. on September 15, 2020 as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.074 to discuss personnel matters, and to conduct the Superintendent's Evaluation and discuss the contract extension, salary, and benefits. The closed meeting ended at 8:09 p.m. on September 17, 2019.

ADJOURNMENT - On a motion by Mr. Koon and seconded by Mr. Bancale, the Board of Trustees unanimously agreed to adjourn the meeting at 8:11 p.m. on September 15, 2020.

Date of Board Approval

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

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

Monthly Tax Collection Recap and Report

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Ms. Diane Roepke

Background Information:

The District contracts with the McLennan County Tax Office for the collection of the current and delinquent taxes and penalty and interest on those taxes. As part of this service, the Tax Office supplies the District with a monthly cumulative summary of taxes and penalty and interest collected. Attached the Board will find the monthly tax collection recap and report prepared by the Business Office. This report has been reconciled with the summary report received from the tax office.

Fiscal Implication:

N/A

Administrative Recommendation:

It is recommended that the Board approve the Monthly Tax Collection Recap and Report as submitted.

Motion:

Second:

For:

Against:

Abstain:

La Vega ISD
Tax Collection Report

Current Year M&O Taxes		For Month of	Year to Date
	9	September 2020	September 2020
Original Current Roll			\$ 212,797
Adjustments		(\$3,420.03)	(\$3,420.03)
Total Adjusted Roll			\$ 209,377
Current M&O Taxes Collected	\$ -	\$ -	\$ -
Current P & I Collected	\$ -	\$ -	\$ -
Current Taxes Collected Adjustments			\$ -
Total Current Taxes Collected	\$ -	\$ -	\$ -
% of Current Taxes Collected			0.0000%
Current Year I&S Taxes		For Month of	Year to Date
Current I&S Taxes Collected	\$ -	\$ -	\$ -
Current P & I Collected	\$ -	\$ -	\$ -
Current Taxes Collected Adjustments	\$ -	\$ -	\$ -
Total Current Taxes Collected	\$ -	\$ -	\$ -
% of Current Taxes Collected			0.0000%
Total Collections Current	\$ -	\$ -	\$ -
			0.00%
Delinquent M&O Taxes		This Month	Year to Date
Delinquent Taxes Outstanding			\$ 494,347.46
Adjustments	\$ (681.91)	\$ (681.91)	\$ (681.91)
Total Adjusted Delinquent Roll			\$ 493,665.55
Delinquent M&O Taxes Collected	\$ 11,199.25	\$ 11,199.25	\$ 11,199.25
Delinquent P & I Collected	\$ 3,455.78	\$ 3,455.78	\$ 3,455.78
Attorney Fees Collected			\$ -
Delinquent Taxes Collected Adjustment			
Total Delinquent Balance Collected	\$ 14,655.03	\$ 14,655.03	\$ 14,655.03
% of of Delinquents Collected			2.9686%
Delinquent I&S Taxes		This Month	Year to Date
Delinquent I&S Taxes Collected	\$ 2,301.81	\$ 2,301.81	\$ 2,301.81
Delinquent P & I Collected	\$ 676.39	\$ 676.39	\$ 676.39
Attorney Fees Collected	\$ -	\$ -	\$ -
Delinquent Taxes Collected Adjustment	\$ -	\$ -	\$ -
Total Delinquent Balance Collected	\$ 2,978.20	\$ 2,978.20	\$ 2,978.20
% of of Delinquents Collected			0.6033%
Total Collections Delinquent	\$ 17,633.23	\$ 17,633.23	\$ 17,633.23
Grand Total Collections	\$ 17,633.23	\$ 17,633.23	\$ 17,633.23
Paid YTD		\$ 13,501.06	
Balance Remaining		\$ 689,541.39	
			98.08%

LAVEGA ISD

[illegible]

LAVEGA ISD

[illegible]

FISCAL START: 09/01/2020 END: 08/31/2021

JURISDICTION: 0028 LA VEGA ISD

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
995,371,173	208,613-	995,162,560	01.290269	209,376.90	7,104

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE COLL %	YTD UNCOLL
2019	212,796.93	3,420.03-	3,420.03-	9,402.17	9,402.17	199,974.73	4.49
2018	95,645.10	711.13-	711.13-	1,556.87	1,556.87	93,377.10	1.64
2017	53,289.34	51.22	51.22	853.23	853.23	52,487.33	1.60
2016	44,576.06	.00	0.00	407.23	407.23	44,168.83	.91
2015	35,678.41	.00	0.00	282.15	282.15	35,396.26	.79
2014	36,379.52	.00	0.00	260.74	260.74	36,118.78	.72
2013	30,898.29	.00	0.00	130.49	130.49	30,767.80	.42
2012	22,787.61	.00	0.00	20.15	20.15	22,767.46	.09
2011	26,690.35	.00	0.00	49.57	49.57	26,640.78	.19
2010	24,598.72	.00	0.00	19.37	19.37	24,579.35	.08
2009	25,669.04	.00	0.00	17.58	17.58	25,651.46	.07
2008	14,451.41	.00	0.00	16.78	16.78	14,434.63	.12
2007	11,255.64	.00	0.00	17.11	17.11	11,238.53	.15
2006	14,198.13	.00	0.00	71.58	71.58	14,126.55	.50
2005	12,895.14	.00	0.00	24.02	24.02	12,871.12	.19
2004	13,065.10	.00	0.00	27.78	27.78	13,037.32	.21
2003	9,233.04	.00	0.00	34.89	34.89	9,198.15	.38
2002	8,614.03	.00	0.00	40.83	40.83	8,573.20	.47
2001	5,358.47	.00	0.00	41.59	41.59	5,316.88	.78
2000	3,835.90	.00	0.00	32.24	32.24	3,803.66	.84
1999	1,236.83	.00	0.00	0.00	0.00	1,236.83	0.00
1998	3,991.33	.00	0.00	0.00	0.00	3,991.33	0.00
***	707,144.39	4,079.94-	4,079.94-	13,306.37	13,306.37	689,758.08	0.00

TAX COLLECTION SYSTEM

INCLUDES AG ROLLBACK

PAGE:

TC298-D SELECTION: DEPOSIT

DEPOSIT DISTRIBUTION

FROM: 09/01/2020 THRU 09/30/2020

JURISDICTION: 0028 LA VEGA ISD

RECEIPT DATE: ALL

LOCATION: ALL

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	1.068350	7,785.07	.00	1,754.67	.00	9,539.74	2,493.31	.00	12,033.05
	I & S	.221919	1,617.10	.00	364.50	.00	1,981.60	.00	.00	1,981.60
	TOTAL	1.290269	9,402.17	.00	2,119.17	.00	11,521.34	2,493.31	.00	14,014.65
2018	M & O	1.170000	1,306.67	.00	436.01	.00	1,742.68	446.52	.00	2,189.20
	I & S	.224040	250.20	.00	83.51	.00	333.71	.00	.00	333.71
	TOTAL	1.394040	1,556.87	.00	519.52	.00	2,076.39	446.52	.00	2,522.91
2017	M & O	1.170000	706.22	.00	306.26	.00	1,012.48	244.65	.00	1,257.13
	I & S	.243532	147.01	.00	63.75	.00	210.76	.00	.00	210.76
	TOTAL	1.413532	853.23	.00	370.01	.00	1,223.24	244.65	.00	1,467.89
2016	M & O	1.170000	335.04	.00	185.34	.00	520.38	126.50	.00	646.88
	I & S	.252100	72.19	.00	39.93	.00	112.12	.00	.00	112.12
	TOTAL	1.422100	407.23	.00	225.27	.00	632.50	126.50	.00	759.00
2015	M & O	1.170000	226.26	.00	152.13	.00	378.39	94.36	.00	472.75
	I & S	.289000	55.89	.00	37.56	.00	93.45	.00	.00	93.45
	TOTAL	1.459000	282.15	.00	189.69	.00	471.84	94.36	.00	566.20
2014	M & O	1.170000	208.23	.00	164.01	.00	372.24	93.22	.00	465.46
	I & S	.295000	52.51	.00	41.35	.00	93.86	.00	.00	93.86
	TOTAL	1.465000	260.74	.00	205.36	.00	466.10	93.22	.00	559.32
2013	M & O	1.170000	107.52	.00	97.34	.00	204.86	49.72	.00	254.58
	I & S	.250000	22.97	.00	20.80	.00	43.77	.00	.00	43.77
	TOTAL	1.420000	130.49	.00	118.14	.00	248.63	49.72	.00	298.35
2012	M & O	1.170000	16.60	.00	16.93	.00	33.53	8.14	.00	41.67
	I & S	.250000	3.55	.00	3.62	.00	7.17	.00	.00	7.17
	TOTAL	1.420000	20.15	.00	20.55	.00	40.70	8.14	.00	48.84
2011	M & O	1.170000	42.49	.00	40.60	.00	83.09	16.98	.00	100.07
	I & S	.195000	7.08	.00	6.76	.00	13.84	.00	.00	13.84
	TOTAL	1.365000	49.57	.00	47.36	.00	96.93	16.98	.00	113.91
2010	M & O	1.170000	16.60	.00	20.92	.00	37.52	8.76	.00	46.28
	I & S	.195000	2.77	.00	3.49	.00	6.26	.00	.00	6.26
	TOTAL	1.365000	19.37	.00	24.41	.00	43.78	8.76	.00	52.54
2009	M & O	1.040050	14.76	.00	20.37	.00	35.13	8.37	.00	43.50
	I & S	.198865	2.82	.00	3.89	.00	6.71	.00	.00	6.71
	TOTAL	1.238915	17.58	.00	24.26	.00	41.84	8.37	.00	50.21
2008	M & O	1.040050	14.75	.00	22.13	.00	36.88	8.39	.00	45.27
	I & S	.142777	2.03	.00	3.04	.00	5.07	.00	.00	5.07
	TOTAL	1.182827	16.78	.00	25.17	.00	41.95	8.39	.00	50.34

Consider Budget Amendments

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Ms. Diane Roepke

Background Information:

Section 2.10.6 of the Financial Accountability System Resource Guide, version 14.0, dated January 2010, states that budget amendments are mandated by the state for budgeted funds reallocated from one function level, and state and/or federal project to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and must be amended in the budget for legal compliance.

All budget amendments are required to be adopted by the last day of the fiscal year. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes.

Fiscal Implication:

Budget amendments are moving from one function to another except for one for library furniture for HS that was budgeted last fiscal year but was not received until this fiscal year because of COVID.

Administrative Recommendation:

N/A

Motion:

Second:

For:

Against:

Abstain:

Amendment Nbr	Date	Amendment Reason					
		Fnc-Obj.-So-Org-Prog	Original	Approved	Increase	Decrease	Amended
121045	10-20-2020	B121045 BUDGET CHANGE					
	11-6399.00-103-111000		-40,000.00	-40,000.00	10,000.00	.00	-50,000.00
	12-6121.00-103-199000		-15,000.00	-15,000.00	.00	13,000.00	-2,000.00
	23-6499.00-103-199000		-6,000.00	-6,000.00	3,000.00	.00	-9,000.00
		Amendment 121045 Total			13,000.00	13,000.00	
121046	10-20-2020	B121046 BUDGET CHANGE					
	12-6649.00-002-199000		.00	.00	28,000.00	.00	-28,000.00
Fund 199 / 1 Totals							
3XXX			.00	.00	.00	.00	.00
5XXX			.00	.00	.00	.00	.00
6XXX			-61,000.00	-61,000.00	41,000.00	13,000.00	-89,000.00
7XXX			.00	.00	.00	.00	.00
8XXX			.00	.00	.00	.00	.00
Grand Totals							
3XXX			.00	.00	.00	.00	.00
5XXX			.00	.00	.00	.00	.00
6XXX			-61,000.00	-61,000.00	41,000.00	13,000.00	-89,000.00
7XXX			.00	.00	.00	.00	.00
8XXX			.00	.00	.00	.00	.00

End of Report

Quarterly Investment Report

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Ms. Diane Roepke

Background Information:

The Business Office prepares an investment report on a quarterly basis for the Board's review and approval. Attached is the report for the current quarter's investments.

Fiscal Implication:

N/A

Administrative Recommendation:

It is recommended that the Board approve the Quarterly Investment Report.

Motion:

Second:

For:

Against:

Abstain:

**LA VEGA INDEPENDENT SCHOOL DISTRICT
INVESTMENT REPORT-COMPLIANCE STATEMENT
QUARTER ENDED September 30, 2020**

We, the approved Investment Officers of La Vega ISD, hereby certify that the following Investment Report represents the investment position of the district as of **September 30, 2020** in compliance with the Board- approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and Generally Accepted Accounting Principles (GAAP).




Dr. Sharon Shields, Superintendent

Diane Roepke, Deputy Superintendent
For Finance

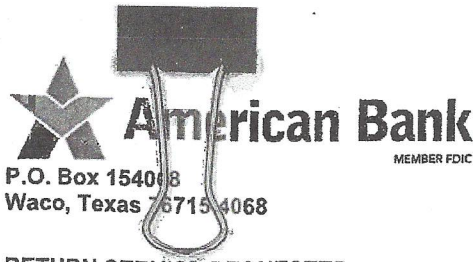
LA VEGA INDEPENDENT SCHOOL DISTRICT
STATEMENT OF INVESTMENT POSITION-BY FUND
09/30/2020

<u>FUND</u>	<u>CHECKING</u>	<u>TEXAS TERM</u>	<u>TEXAS CLASS</u>	<u>TOTAL BY FUND</u>
OPERATING FUND	\$ 448,163.32		\$ 10,240,758.93	\$ 10,688,922.25
FOOD SERVICE	0.00	43,544.51		43,544.51
SCHOLARSHIP FUND	0.00			-
INTEREST & SINKING FUND	87,603.47		263,876.01	351,479.48
CAPITAL PROJECTS	0.00		0.00	-
TOTAL BY TYPE	\$ 535,766.79	\$ 43,544.51	\$ 10,504,634.94	\$ 11,083,946.24

AVERAGE MONTHLY YIELD

20.00%

25.10%



RETURN SERVICE REQUESTED

LAVEGA ISD GENERAL
OPERATING FUND
400 E LOOP 340
WACO TX 76705-3420

Statement Ending 09/30/2020

LAVEGA ISD GENERAL

Page 1 of 44

Account Number: XXXXX6097

Managing Your Accounts

	Bank Name	American Bank, N.A.
	Bank Number	254-412-2000
	Mailing Address	P.O. Box 154068 Waco, TX 76715-4068
	Website	www.ambankwaco.com

BELLMEAD TEMPORARY BRANCH AND DRIVE-THRU

NOW OPEN

Our new Drive-Thru with ATM and ITM lanes will save
you time with tubeless transactions!

HAVE COMMERCIAL TRANSACTIONS TO CONDUCT?
Visit the temporary branch where you'll find two dedicated lanes.

Please enter off Walton Dr. due to continued I-35 construction.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS SCHOOLS	XXXXX6097	\$448,163.32

PUBLIC FUNDS SCHOOLS-XXXXX6097

Account Summary

Date	Description	Amount
09/01/2020	Beginning Balance	\$523,735.91
	98 Credit(s) This Period	\$6,370,352.46
	267 Debit(s) This Period	\$6,445,925.05
09/30/2020	Ending Balance	\$448,163.32

Account Activity

Post Date	Description	Debits	Credits	Balance
09/01/2020	Beginning Balance			\$523,735.91
09/01/2020	DEPOSIT # 9002		\$60.00 ✓	\$523,795.91
09/01/2020	CHECK # 70496	\$876.00		\$522,919.91



American Bank

MEMBER FDIC

P.O. Box 154068
Waco, Texas 76715-4068

RETURN SERVICE REQUESTED

>000003 5040734 0001 093022 10Z

LAVEGA ISD INTEREST & SINKING
400 E LOOP 340
WACO TX 76705-3420



Statement Ending 09/30/2020

LAVEGA ISD INTEREST & SINKING

Page 1 of 4

Account Number: XXXXX6063

Managing Your Accounts

	Bank Name	American Bank N.A.
	Bank Number	254-412-2000
	Mailing Address	P.O. Box 154068 Waco, TX 76715-4068
	Website	www.amibankwaco.com

BELLMEAD TEMPORARY BRANCH AND DRIVE-THRU

NOW OPEN

Our new Drive-Thru with ATM and ITM lanes will save
you time with tubeless transactions!

HAVE COMMERCIAL TRANSACTIONS TO CONDUCT?
Visit the temporary branch where you'll find two dedicated lanes.

Please enter off Walton Dr. due to continued I-35 construction.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS SCHOOLS	XXXXX6063	\$87,603.47

PUBLIC FUNDS SCHOOLS-XXXXX6063

Account Summary

Date	Description	Amount
09/01/2020	Beginning Balance	\$84,006.34
	16 Credit(s) This Period	\$3,597.13
	0 Debit(s) This Period	\$0.00
09/30/2020	Ending Balance	\$87,603.47

Account Activity

Post Date	Description	Debits	Credits	Balance
09/01/2020	Beginning Balance			\$84,006.34
09/02/2020	MCLENNAN COUNTY DISBURSMNT ACH55813 339086		\$615.38 ✓	\$84,621.72
09/03/2020	MCLENNAN COUNTY DISBURSMNT ACH55890 339178		\$153.97 ✓	\$84,775.69



00003 5040734 000006 000011 0001/0002



Summary Statement

September 30, 2020

Page 1 of 4

0003622-0019867 PDF 927567

La Vega ISD
400 E Loop 340
Waco, TX 76705

Investor ID: TX-01-0316

Texas CLASS

Texas CLASS

Average Monthly Yield: 0.2510%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0316-0002 INTEREST & SINKING	263,821.72	0.00	0.00	54.29	6,096.90	263,851.38	263,876.01
TX-01-0316-0003 GENERAL FUND	7,889,153.49	3,700,000.00	1,350,000.00	1,605.44	72,384.97	8,198,339.46	10,240,758.93
TOTAL	8,152,975.21	3,700,000.00	1,350,000.00	1,659.73	78,481.87	8,462,190.84	10,504,634.94



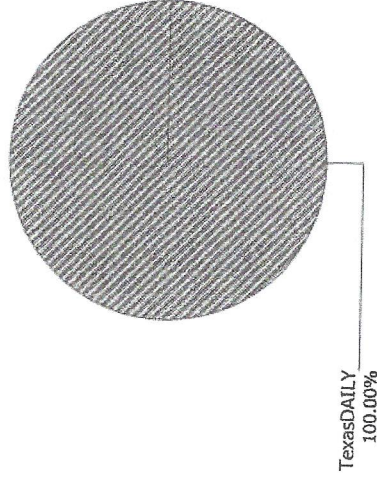
Account Statement - Transaction Summary

For the Month Ending September 30, 2020

La Vega Independent School District - LUNCH FUND - 1058-02

TexasDAILY	
Opening Market Value	43,544.51
Purchases	4.92
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$43,549.43
Cash Dividends and Income	4.92

Asset Summary	
	September 30, 2020
TexasDAILY	43,549.43
Total	\$43,549.43
Asset Allocation	
	August 31, 2020
	43,544.51
Total	\$43,544.51



Personnel Items

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Mr. Todd Gooden

Background Information:

The following personnel items are submitted for board approval.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

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Stipend List Additions

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☒ Attached ☒ Provided Later ☐

Contact Person:

Mr. Todd Gooden

Background Information:

These two new stipends are in addition to the list presented to the Board in June.

- 1) **District Data Systems Support** Dr. Rudd will be taking \$3,000 from her consultant budgeted for this year. This stipend was paid last year to an external party. It will now be paid to an internal employee and so we adding it to our stipend list.
- 2) **Bilingual Administrative Support** Ms. Stewart is adding this \$5000 stipend to the administrator and creator of bilingual benchmark assessment and alignment.

Fiscal Implication:

None. Stipends are included in campus/department budgets.

Administrative Recommendation:

It is recommended that the Board approve these stipend additions.

Motion:

Second:

For:

Against:

Abstain:

Class Size Reports

Presented for:

Board action ☐ Report/Review Only ☒

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Mr. Todd Gooden

Background Information:

Class size reports are attached for the Board's review.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

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		Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
104	BRUTON BENJAMIN	N	01	8018	01	BUS INFOR MGT 1	N	9	3	9	1	0	0	0	0
			01	8018	02	BUS INFOR MGT 1	N	11	2	11	1	0	0	0	0
			01	8019	01	BUS INFO MGT II	N	7	1	7	0	0	0	0	0
			01	8026	01	PRAC BUS MGMT	N	0	0	0	0	0	0	0	0
			01	8031	01	BIM II/BUS LAB	N	5	0	5	0	0	0	0	0
			01	8072	01	DISASTER RESP	N	26	3	27	0	0	0	0	0
				Total:	104	BRUTON BENJAMIN		58	9	59	2	0	0	0	0
200	ACOSTA SALVADOR	N	01	0018	01	Early Rel Sr	N	24	3	23	0	0	0	0	0
			01	0019	01	Late Arriv Sr	N	19	6	25	0	0	0	0	0
			01	9903	08	Asst Coun L	N	0	0	0	0	0	0	0	0
			01	9911	02	ASST LIB A L	N	1	0	0	0	0	0	0	0
			01	9911	06	ASST LIB A L	N	0	0	0	0	0	0	0	0
				Total:	200	ACOSTA SALVADOR		44	9	48	0	0	0	0	0
204	GILL SUZETTE	N	02	0101	06	ENG 1	N	21	0	20	0	0	0	0	0
			02	0121	08	ENG II	N	25	6	26	1	0	0	0	0
			02	0151	02	ENG III	N	13	2	12	2	0	0	0	0
			02	0151	30	ENG III	N	19	1	22	0	0	0	0	0
			02	0171	10	ENG IV	N	23	6	31	0	0	0	0	0
				Total:	204	GILL SUZETTE		101	15	111	3	0	0	0	0
205	SPEER MISTY	N	01	9999	01	SEE COUNSELOR	N	0	0	0	0	0	0	0	0
			01	9999	02	SEE COUNSELOR	N	0	0	0	0	0	0	0	0
			01	9999	03	SEE COUNSELOR	N	0	0	0	0	0	0	0	0
			01	9999	04	SEE COUNSELOR	N	0	0	0	0	0	0	0	0
			01	9999	05	SEE COUNSELOR	N	0	0	0	0	0	0	0	0
			01	9999	06	SEE COUNSELOR	N	0	0	0	0	0	0	0	0
			01	9999	07	SEE COUNSELOR	N	0	0	0	0	0	0	0	0
				Total:	205	SPEER MISTY		0	0	0	0	0	0	0	0
209	CONTRERAS RICHARD	N	01	8067	01	CRIMINAL INVEST	N	26	1	25	0	0	0	0	0
			01	8067	02	CRIMINAL INVEST	N	16	2	14	0	0	0	0	0
			01	8071	01	LAW ENFORCE I	N	0	24	0	17	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
209 CONTRERAS RICHARD	N	01	8071	02	LAW ENFORCE I	N	0	16	0	17	0	0	0	0
		01	8079	01	LAW ENFORCE II	N	20	3	20	1	0	0	0	0
		01	8079	02	LAW ENFORCE II	N	14	0	14	0	0	0	0	0
		01	8090	01	PRIN LPSC&S	N	26	5	29	1	0	0	0	0
		01	8090	02	PRIN LPSC&S	N	13	5	12	1	0	0	0	0
Total:			209 CONTRERAS RICHARD			115	56	114	37	0	0	0	0	
215 DE LA GARZA DANIEL	N	01	0102	01	ENGL 1 AC	N	8	1	8	1	0	0	0	0
		01	0122	01	ENG 2 AC	N	6	1	6	0	0	0	0	0
		01	0154	01	ENG 3 AC	N	3	0	3	0	0	0	0	0
		01	0171	51	ENG IV	N	0	1	0	0	0	0	0	0
		01	0171	52	ENG IV	N	1	0	1	0	0	0	0	0
		01	0173	01	ENG 4 AC	N	0	1	0	0	0	0	0	0
		01	1058	01	ALG 1 AC	N	6	1	6	1	0	0	0	0
		01	1060	01	GEOM AC	N	5	1	4	0	0	0	0	0
		01	1081	10	ALG 2	N	1	1	1	0	0	0	0	0
		01	1104	01	MATH MOD AC	N	3	0	3	0	0	0	0	0
Total:			215 DE LA GARZA DANIEL			33	7	32	2	0	0	0	0	
220 HATAWAY DENNIS	N	01	0181	01	C ENG 1301 12	N	7	0	0	0	0	0	0	0
		01	3021	01	USHIST	N	22	4	22	1	0	0	0	0
		01	3021	02	USHIST	N	23	2	23	0	0	0	0	0
		01	3021	03	USHIST	N	21	3	22	0	0	0	0	0
		01	3021	04	USHIST	N	20	0	19	0	0	0	0	0
		01	3021	05	USHIST	N	24	4	24	0	0	0	0	0
		01	3028	01	C USHIST 1301	N	7	0	0	0	0	0	0	0
		01	3034	02	C USHIST 1301 E	N	4	0	0	0	0	0	0	0
		01	3043	01	C HY GOVT 2305	N	5	0	0	0	0	0	0	0
		01	8011	01	C HY PROF COM	N	0	0	0	0	0	0	0	0
		01	8022	01	C BCIS 1305	N	12	0	0	0	0	0	0	0
Total:			220 HATAWAY DENNIS			145	13	110	1	0	0	0	0	
221 RODRIGUEZ SLADE	N	01	3021	06	USHIST	N	20	2	22	1	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
237 OWENS SELINA	N	03	4071	01	SUBATH1G	N	30	2	30	0	0	0	0	0
		03	4072	01	SUBATH2G	N	40	3	39	1	0	0	0	0
		03	4073	01	SUBATH3G	N	25	3	26	1	0	0	0	0
		03	4074	01	SUBATH4G	N	17	1	10	0	0	0	0	0
		01	6000	03	C ART 1301	N	0	0	25	0	0	0	0	0
		01	9110	01	AVID 2 ECHS	N	9	1	9	0	0	0	0	0
		01	9113	03	AVID w DC SEM 1	N	25	1	0	0	0	0	0	0
		01	9113	05	AVID w DC SEM 1	N	1	2	0	0	0	0	0	0
		01	9114	03	AVID w DC SEM 2	N	0	0	25	0	0	0	0	0
Total:			237 OWENS SELINA			253	20	244	4	0	0	0	0	
238 SALTER SHERRY	N	01	4051	02	PE 1 A	N	18	3	0	0	0	0	0	0
		01	4051	03	PE 1 A	N	25	11	0	0	0	0	0	0
		01	4051	04	PE 1 A	N	15	9	0	0	0	0	0	0
		01	4051	05	PE 1 A	N	27	5	0	0	0	0	0	0
		01	4051	06	PE 1 A	N	18	2	0	0	0	0	0	0
		01	4052	02	PE 1 B	N	0	0	17	0	0	0	0	0
		01	4052	03	PE 1 B	N	0	0	25	2	0	0	0	0
		01	4052	04	PE 1 B	N	0	0	17	0	0	0	0	0
		01	4052	05	PE 1 B	N	0	0	28	1	0	0	0	0
		01	4052	06	PE 1 B	N	0	0	17	0	0	0	0	0
		01	4061	02	PE 2 A	N	3	0	0	0	0	0	0	0
		01	4061	03	PE 2 A	N	2	1	0	0	0	0	0	0
		01	4061	04	PE 2 A	N	0	0	0	0	0	0	0	0
		01	4061	05	PE 2 A	N	0	2	0	0	0	0	0	0
		01	4061	06	PE 2 A	N	2	2	0	0	0	0	0	0
		01	4062	02	PE 2 B	N	0	0	3	0	0	0	0	0
		01	4062	03	PE 2 B	N	0	0	2	0	0	0	0	0
		01	4062	04	PE 2 B	N	0	0	0	1	0	0	0	0
		01	4062	05	PE 2 B	N	0	0	0	0	0	0	0	0
		01	4062	06	PE 2 B	N	0	0	2	0	0	0	0	0
		01	4071	01	SUBATH1G	N	30	2	30	0	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
238 SALTER SHERRY	N	01	4072	01	SUBATH2G	N	40	3	39	1	0	0	0	0
		01	4073	01	SUBATH3G	N	25	3	26	1	0	0	0	0
		01	4074	01	SUBATH4G	N	17	1	10	0	0	0	0	0
			Total:	238 SALTER SHERRY			222	44	216	6	0	0	0	0
250 WARD MICHAEL	N	01	3001	01	WGEOG	N	23	4	22	1	0	0	0	0
		01	3001	02	WGEOG	N	15	4	17	1	0	0	0	0
		01	3001	03	WGEOG	N	17	5	18	1	0	0	0	0
		01	3031	07	GOVT A	N	15	1	0	0	0	0	0	0
		01	3052	07	ECO FE B	N	0	0	15	1	0	0	0	0
			Total:	250 WARD MICHAEL			70	14	72	4	0	0	0	0
251 SHUTTLESWORTH BILL	N	01	0305	50	C SPCH 1315	N	21	0	0	0	0	0	0	0
		01	3016	01	WHist PR AP E	N	26	0	26	0	0	0	0	0
		01	3016	02	WHist PR AP E	N	16	2	15	0	0	0	0	0
		01	3016	04	WHist PR AP E	N	28	1	28	0	0	0	0	0
		01	3029	01	C USHIST 1302	N	0	0	1	0	0	0	0	0
		01	3029	02	C USHIST 1302	N	0	0	0	0	0	0	0	0
		01	3029	03	C USHIST 1302	N	0	0	0	0	0	0	0	0
		01	3034	01	C USHIST 1301 E	N	17	1	0	0	0	0	0	0
		01	3034	03	C USHIST 1301 E	N	21	0	0	0	0	0	0	0
		01	8022	02	C BCIS 1305	N	17	1	0	0	0	0	0	0
			Total:	251 SHUTTLESWORTH BILL			146	5	70	0	0	0	0	
252 JACKSON TIFFANY	N	01	0179	02	C EDUC 1300 E	N	28	4	0	0	0	0	0	0
		01	0179	04	C EDUC 1300 E	N	27	6	0	0	0	0	0	0
		03	4071	01	SUBATH1G	N	30	2	30	0	0	0	0	0
		03	4072	01	SUBATH2G	N	40	3	39	1	0	0	0	0
		03	4073	01	SUBATH3G	N	25	3	26	1	0	0	0	0
		03	4074	01	SUBATH4G	N	17	1	10	0	0	0	0	0
		01	6000	02	C ART 1301	N	0	0	28	0	0	0	0	0
		01	6000	04	C ART 1301	N	0	0	28	0	0	0	0	0
		01	9110	02	AVID 2 ECHS	N	28	1	28	0	0	0	0	0

	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
252 JACKSON TIFFANY	N	01	9110	03	AVID 2 ECHS	N	27	3	27	0	0	0	0	0
		01	9113	02	AVID w DC SEM 1	N	28	3	0	0	0	0	0	0
		01	9113	04	AVID w DC SEM 1	N	27	2	0	0	0	0	0	0
		01	9114	02	AVID w DC SEM 2	N	0	0	28	0	0	0	0	0
		01	9114	04	AVID w DC SEM 2	N	0	0	27	0	0	0	0	0
Total:			252 JACKSON TIFFANY				277	28	271	2	0	0	0	0
261 TREVINO SHELLY	N	01	0101	50	ENG 1	N	0	1	0	0	0	0	0	0
		01	0102	50	ENGL 1 AC	N	4	0	5	0	0	0	0	0
		01	0102	51	ENGL 1 AC	N	0	0	0	0	0	0	0	0
		01	0121	50	ENG II	N	0	1	1	0	0	0	0	0
		01	0122	50	ENG 2 AC	N	5	0	5	0	0	0	0	0
		01	0151	50	ENG III	N	1	0	1	0	0	0	0	0
		01	0171	50	ENG IV	N	0	0	0	0	0	0	0	0
		01	1051	50	ALG 1	N	0	1	0	0	0	0	0	0
		01	1058	50	ALG 1 AC	N	4	0	4	0	0	0	0	0
		01	1061	50	GEOM	N	5	0	5	0	0	0	0	0
		01	1061	51	GEOM	N	0	1	0	0	0	0	0	0
		01	1081	50	ALG 2	N	0	0	0	0	0	0	0	0
		01	1081	51	ALG 2	N	0	0	0	0	0	0	0	0
		01	1101	50	Math Models	N	0	0	0	0	0	0	0	0
		01	1101	51	Math Models	N	1	0	1	0	0	0	0	0
		01	2001	50	INT PHYS CHEM	N	1	0	1	0	0	0	0	0
		01	2011	50	BIOLOGY	N	0	0	0	0	0	0	0	0
		01	2041	50	Chemistry	N	3	2	3	0	0	0	0	0
		01	2041	51	Chemistry	N	1	1	1	0	0	0	0	0
		01	2041	52	Chemistry	N	1	0	1	0	0	0	0	0
		01	2075	50	PHYSICS	N	0	0	0	0	0	0	0	0
		01	2122	50	BIOLOGY AC	N	3	1	3	0	0	0	0	0
		01	3001	50	WGEOG	N	0	0	0	0	0	0	0	0
		01	3011	50	WHIST	N	4	0	4	0	0	0	0	0
		01	3020	50	US HIST AC	N	1	0	0	0	0	0	0	0

		Excl from PEIMS	Class Role	Course Number	Sec Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
261 TREVINO SHELLY	N	01	3021	50	USHIST	N	0	1	1	0	0	0	0	0
		01	3032	50	GOVT B	N	0	0	4	0	0	0	0	0
		01	3032	51	GOVT B	N	0	0	1	0	0	0	0	0
		01	3051	50	ECO FE A	N	4	1	0	0	0	0	0	0
		01	3051	51	ECO FE A	N	1	0	0	0	0	0	0	0
Total:				261 TREVINO SHELLY		39	10	41	0	0	0	0	0	
265 WILHELM SCOTTY	N	01	6011	01	ART 1	N	22	5	20	0	0	0	0	0
		01	6011	02	ART 1	N	26	5	27	0	0	0	0	0
		01	6011	03	ART 1	N	22	5	23	1	0	0	0	0
		01	6011	04	ART 1	N	28	1	28	0	0	0	0	0
		01	6011	05	ART 1	N	22	4	22	0	0	0	0	0
		01	6021	02	ART 2	N	17	2	17	1	0	0	0	0
Total:				265 WILHELM SCOTTY		137	22	137	2	0	0	0	0	
275 HEEFNER ALLISON	N	01	1051	01	ALG 1	N	12	1	12	1	0	0	0	0
		01	1051	02	ALG 1	N	16	1	17	1	0	0	0	0
		01	1051	03	ALG 1	N	10	1	10	1	0	0	0	0
		01	1073	01	GEOM PR AP ECHS	N	29	1	29	0	0	0	0	0
		01	1073	02	GEOM PR AP ECHS	N	20	2	21	1	0	0	0	0
		01	1073	03	GEOM PR AP ECHS	N	13	0	12	0	0	0	0	0
Total:				275 HEEFNER ALLISON		100	6	101	4	0	0	0	0	
276 SHEEHY JAMES	N	01	1081	04	ALG 2	N	29	0	29	0	0	0	0	0
		01	1081	05	ALG 2	N	25	0	25	0	0	0	0	0
		01	1081	06	ALG 2	N	23	4	27	3	0	0	0	0
		01	1081	07	ALG 2	N	23	3	21	1	0	0	0	0
		01	1091	02	ALG 2 PRE AP	N	24	0	24	0	0	0	0	0
		01	3091	01	C ECO FE 2301	N	0	0	0	0	0	0	0	0
Total:				276 SHEEHY JAMES		124	7	126	4	0	0	0	0	
277 LANGE MELINDA	N	01	1061	01	GEOM	N	26	2	28	0	0	0	0	0
		01	1061	02	GEOM	N	18	1	19	1	0	0	0	0
		01	1061	03	GEOM	N	29	2	27	1	0	0	0	0

	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
277 LANGE MELINDA	N	01	1061	04	GEOM	N	27	2	27	2	0	0	0	0
		01	1071	01	GEOM PRE AP	N	21	1	21	0	0	0	0	0
		01	1111	01	PRE CALC	N	9	3	9	0	0	0	0	0
			Total:	277 LANGE MELINDA			130	11	131	4	0	0	0	0
278 BOBO BENNY	N	01	1048	01	Alg 1 B R	N	12	0	0	0	0	0	0	0
		01	1049	01	Algeb Reas B	N	0	0	13	0	0	0	0	0
		01	1053	01	Alg 1A R	N	9	0	0	0	0	0	0	0
		01	1056	02	Algeb Reas A	N	0	0	9	0	0	0	0	0
		01	1101	01	Math Models	N	11	0	11	0	0	0	0	0
		01	1101	02	Math Models	N	19	1	18	0	0	0	0	0
			Total:	278 BOBO BENNY			51	1	51	0	0	0	0	0
279 GRIGSBY JULIE	N	01	1051	10	ALG 1	N	11	2	10	0	0	0	0	0
		01	1051	11	ALG 1	N	18	2	19	1	0	0	0	0
			Total:	279 GRIGSBY JULIE			29	4	29	1	0	0	0	0
280 AARON MARGARET	N	01	1051	04	ALG 1	N	24	1	23	0	0	0	0	0
		01	1051	05	ALG 1	N	17	3	15	0	0	0	0	0
		01	1051	06	ALG 1	N	24	0	24	0	0	0	0	0
		01	1057	04	ALG 1 PR AP E	N	30	2	30	0	0	0	0	0
		01	1081	01	ALG 2	N	26	1	27	0	0	0	0	0
		01	1081	02	ALG 2	N	25	3	23	1	0	0	0	0
			Total:	280 AARON MARGARET			146	10	142	1	0	0	0	0
281 LOWREY CASEY	N	01	1057	01	ALG 1 PR AP E	N	22	3	21	0	0	0	0	0
		01	1057	02	ALG 1 PR AP E	N	29	3	30	0	0	0	0	0
		01	1057	03	ALG 1 PR AP E	N	20	1	20	0	0	0	0	0
		01	1092	01	ALG 2 PR AP ECH	N	27	4	27	0	0	0	0	0
		01	1092	02	ALG 2 PR AP ECH	N	11	3	11	0	0	0	0	0
		01	1092	03	ALG 2 PR AP ECH	N	26	0	26	0	0	0	0	0
			Total:	281 LOWREY CASEY			135	14	135	0	0	0	0	0
282 TERRY BILLY	N	02	4151	01	PENJROTC 1	N	2	2	2	1	0	0	0	0
		02	4151	02	PENJROTC 1	N	2	0	2	0	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
282 TERRY BILLY	N	02	4151	03	PENJROTC 1	N	8	0	8	0	0	0	0	0
		02	4151	04	PENJROTC 1	N	2	1	2	0	0	0	0	0
		02	4151	05	PENJROTC 1	N	6	0	6	0	0	0	0	0
		02	4151	06	PENJROTC 1	N	5	0	5	0	0	0	0	0
		02	4161	01	PENJROTC 2	N	0	0	0	0	0	0	0	0
		02	4161	02	PENJROTC 2	N	0	0	0	0	0	0	0	0
		02	4161	03	PENJROTC 2	N	0	0	0	0	0	0	0	0
		02	4161	04	PENJROTC 2	N	0	0	0	0	0	0	0	0
		02	4161	05	PENJROTC 2	N	0	0	0	0	0	0	0	0
		02	4161	06	PENJROTC 2	N	0	0	0	0	0	0	0	0
		02	9051	01	NJROTC 1	N	0	0	0	0	0	0	0	0
		02	9051	02	NJROTC 1	N	0	0	0	0	0	0	0	0
		02	9051	03	NJROTC 1	N	0	0	0	0	0	0	0	0
		02	9051	04	NJROTC 1	N	0	0	0	0	0	0	0	0
		02	9051	05	NJROTC 1	N	2	0	2	0	0	0	0	0
		02	9051	06	NJROTC 1	N	0	0	0	0	0	0	0	0
		02	9061	01	NJROTC 2	N	5	0	5	0	0	0	0	0
		02	9061	02	NJROTC 2	N	5	0	5	0	0	0	0	0
		02	9061	03	NJROTC 2	N	5	2	6	0	0	0	0	0
		02	9061	04	NJROTC 2	N	3	0	3	0	0	0	0	0
		02	9061	05	NJROTC 2	N	2	4	2	0	0	0	0	0
		02	9061	06	NJROTC 2	N	6	1	6	0	0	0	0	0
		02	9071	01	NJROTC 3	N	3	0	3	0	0	0	0	0
		02	9071	02	NJROTC 3	N	3	0	4	0	0	0	0	0
		02	9071	03	NJROTC 3	N	3	1	3	1	0	0	0	0
		02	9071	04	NJROTC 3	N	3	0	3	0	0	0	0	0
		02	9071	05	NJROTC 3	N	9	0	9	0	0	0	0	0
		02	9071	06	NJROTC 3	N	1	1	1	0	0	0	0	0
		02	9081	01	NJROTC 4	N	3	1	3	0	0	0	0	0
		02	9081	02	NJROTC 4	N	4	0	4	0	0	0	0	0
		02	9081	03	NJROTC 4	N	3	0	2	0	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
282 TERRY BILLY	N	02	9081	04	NJROTC 4	N	1	1	3	0	0	0	0	0
		02	9081	05	NJROTC 4	N	8	1	6	0	0	0	0	0
		02	9081	06	NJROTC 4	N	0	0	0	0	0	0	0	0
			Total:	282 TERRY BILLY			94	15	95	2	0	0	0	0
283 MARTINEZ BRENDA	N	03	4071	01	SUBATH1G	N	30	2	30	0	0	0	0	0
		03	4072	01	SUBATH2G	N	40	3	39	1	0	0	0	0
		03	4073	01	SUBATH3G	N	25	3	26	1	0	0	0	0
		03	4074	01	SUBATH4G	N	17	1	10	0	0	0	0	0
		01	5001	01	SPAN 1	N	26	4	26	1	0	0	0	0
		01	5001	02	SPAN 1	N	28	1	29	0	0	0	0	0
		01	5001	03	SPAN 1	N	28	2	28	1	0	0	0	0
		01	5001	04	SPAN 1	N	26	3	26	1	0	0	0	0
		01	5001	07	SPAN 1	N	29	2	30	1	0	0	0	0
			Total:	283 MARTINEZ BRENDA			249	21	244	6	0	0	0	0
285 GOMPPER JAMES	N	01	4151	01	PENJROTC 1	N	2	2	2	1	0	0	0	0
		01	4151	02	PENJROTC 1	N	2	0	2	0	0	0	0	0
		01	4151	03	PENJROTC 1	N	8	0	8	0	0	0	0	0
		01	4151	04	PENJROTC 1	N	2	1	2	0	0	0	0	0
		01	4151	05	PENJROTC 1	N	6	0	6	0	0	0	0	0
		01	4151	06	PENJROTC 1	N	5	0	5	0	0	0	0	0
		01	4161	01	PENJROTC 2	N	0	0	0	0	0	0	0	0
		01	4161	02	PENJROTC 2	N	0	0	0	0	0	0	0	0
		01	4161	03	PENJROTC 2	N	0	0	0	0	0	0	0	0
		01	4161	04	PENJROTC 2	N	0	0	0	0	0	0	0	0
		01	4161	05	PENJROTC 2	N	0	0	0	0	0	0	0	0
		01	4161	06	PENJROTC 2	N	0	0	0	0	0	0	0	0
		01	9051	01	NJROTC 1	N	0	0	0	0	0	0	0	0
		01	9051	02	NJROTC 1	N	0	0	0	0	0	0	0	0
		01	9051	03	NJROTC 1	N	0	0	0	0	0	0	0	0
		01	9051	04	NJROTC 1	N	0	0	0	0	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD	
285 GOMPPER JAMES	N	01	9051	05	NJROTC 1	N	2	0	2	0	0	0	0	0	
		01	9051	06	NJROTC 1	N	0	0	0	0	0	0	0	0	
		01	9061	01	NJROTC 2	N	5	0	5	0	0	0	0	0	0
		01	9061	02	NJROTC 2	N	5	0	5	0	0	0	0	0	0
		01	9061	03	NJROTC 2	N	5	2	6	0	0	0	0	0	0
		01	9061	04	NJROTC 2	N	3	0	3	0	0	0	0	0	0
		01	9061	05	NJROTC 2	N	2	4	2	0	0	0	0	0	0
		01	9061	06	NJROTC 2	N	6	1	6	0	0	0	0	0	0
		01	9071	01	NJROTC 3	N	3	0	3	0	0	0	0	0	0
		01	9071	02	NJROTC 3	N	3	0	4	0	0	0	0	0	0
		01	9071	03	NJROTC 3	N	3	1	3	1	0	0	0	0	0
		01	9071	04	NJROTC 3	N	3	0	3	0	0	0	0	0	0
		01	9071	05	NJROTC 3	N	9	0	9	0	0	0	0	0	0
		01	9071	06	NJROTC 3	N	1	1	1	0	0	0	0	0	0
		01	9081	01	NJROTC 4	N	3	1	3	0	0	0	0	0	0
		01	9081	02	NJROTC 4	N	4	0	4	0	0	0	0	0	0
		01	9081	03	NJROTC 4	N	3	0	2	0	0	0	0	0	0
		01	9081	04	NJROTC 4	N	1	1	3	0	0	0	0	0	0
		01	9081	05	NJROTC 4	N	8	1	6	0	0	0	0	0	0
		01	9081	06	NJROTC 4	N	0	0	0	0	0	0	0	0	0
Total:			285 GOMPPER JAMES			94	15	95	2	0	0	0	0		
293 SHEEHY KAY	N	01	0151	01	ENG III	N	22	0	23	0	0	0	0	0	
		01	0151	02	ENG III	N	13	2	12	2	0	0	0	0	
		01	0151	03	ENG III	N	22	2	22	0	0	0	0	0	
		01	0151	04	ENG III	N	21	1	21	1	0	0	0	0	
		01	0151	07	ENG III	N	24	1	23	0	0	0	0	0	
		01	0151	11	ENG III	N	22	1	24	0	0	0	0	0	
Total:			293 SHEEHY KAY			124	7	125	3	0	0	0	0		
302 GREENING BRANDA	N	01	0101	01	ENG 1	N	11	2	12	2	0	0	0	0	
		01	0101	04	ENG 1	N	16	2	14	0	0	0	0	0	

		Excl from PEIMS	Class Role	Course Number	Sec Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
302 GREENING BRANDA	N	01	0101	05	ENG 1	N	21	1	18	1	0	0	0	0
		01	0101	06	ENG 1	N	21	0	20	0	0	0	0	0
		01	0150	02	ENG 3 - 09	N	12	1	12	1	0	0	0	0
		01	0151	30	ENG III	N	19	1	22	0	0	0	0	0
Total:				302 GREENING BRANDA		100	7	98	4	0	0	0	0	
303 MOORE DEDE	N	01	0053	02	Business Eng	N	5	0	5	0	0	0	0	0
		01	0171	05	ENG IV	N	25	0	27	0	0	0	0	0
		01	8020	01	PRIN BUS MT FIN	N	12	1	12	0	0	0	0	0
		01	8020	02	PRIN BUS MT FIN	N	6	4	6	1	0	0	0	0
		01	8059	01	STATISTICS-BUDM	N	25	1	25	0	0	0	0	0
		01	8059	02	STATISTICS-BUDM	N	18	1	18	0	0	0	0	0
		01	8059	03	STATISTICS-BUDM	N	21	0	23	0	0	0	0	0
Total:				303 MOORE DEDE		112	7	116	1	0	0	0	0	
305 CARPENTER JERMAINE	N	01	9960	01	Edgenuity	N	7	2	0	0	0	0	0	0
		01	9960	02	Edgenuity	N	3	1	0	0	0	0	0	0
		01	9960	03	Edgenuity	N	6	0	0	0	0	0	0	0
		01	9960	04	Edgenuity	N	2	0	0	0	0	0	0	0
		01	9960	05	Edgenuity	N	6	1	0	0	0	0	0	0
		01	9960	06	Edgenuity	N	3	1	0	0	0	0	0	0
		01	9960	07	Edgenuity	N	7	3	0	0	0	0	0	0
		01	9960	09	Edgenuity	N	0	0	2	0	0	0	0	0
		01	9960	10	Edgenuity	N	0	0	2	0	0	0	0	0
		01	9960	11	Edgenuity	N	0	0	2	0	0	0	0	0
		01	9960	12	Edgenuity	N	0	0	1	0	0	0	0	0
		01	9960	13	Edgenuity	N	0	0	3	0	0	0	0	0
		01	9960	14	Edgenuity	N	0	0	2	0	0	0	0	0
		01	9960	15	Edgenuity	N	0	0	4	0	0	0	0	0
Total:				305 CARPENTER		34	8	16	0	0	0	0	0	
306 TORRES ROSA	N	01	5011	06	SPAN 2	N	9	4	9	0	0	0	0	0
		01	5011	07	SPAN 2	N	18	3	16	1	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
306 TORRES ROSA	N	01	5011	08	SPAN 2	N	17	3	18	0	0	0	0	0
		01	5011	09	SPAN 2	N	26	2	26	0	0	0	0	0
		01	5011	10	SPAN 2	N	15	4	17	1	0	0	0	0
		01	5021	01	SPAN 3	N	4	1	4	0	0	0	0	0
		01	5031	01	AP SPAN 4	N	2	1	2	0	0	0	0	0
Total:			306	TORRES ROSA			91	18	92	2	0	0	0	0
307 HYDE JERRY	N	01	4075	01	SUBATH1B	N	42	4	42	1	0	0	0	0
		01	4075	02	SUBATH1B	N	23	0	23	0	0	0	0	0
		01	4076	02	SUBATH2B	N	53	7	52	0	0	0	0	0
		01	4077	01	SUBATH3B	N	60	3	59	1	0	0	0	0
		01	4078	01	SUBATH4B	N	45	2	42	0	0	0	0	0
Total:			307	HYDE JERRY			223	16	218	2	0	0	0	0
308 BARCELONA TIA	N	01	0183	09	C ENG 1301 11	N	9	3	0	0	0	0	0	0
		01	0183	14	C ENG 1301 11	N	17	2	0	0	0	0	0	0
		01	0183	36	C ENG 1301 11	N	15	4	0	0	0	0	0	0
		01	0184	01	C ENG 1302 11	N	0	0	9	0	0	0	0	0
		01	0184	02	C ENG 1302 11	N	0	0	17	1	0	0	0	0
		01	0184	03	C ENG 1302 11	N	0	0	14	0	0	0	0	0
		01	3029	04	C USHIST 1302	N	1	0	0	0	0	0	0	0
		01	3041	07	C GOVT 2305	N	15	4	0	0	0	0	0	0
		01	3041	13	C GOVT 2305	N	9	1	0	0	0	0	0	0
		01	3041	15	C GOVT 2305	N	17	2	0	0	0	0	0	0
		01	3042	01	C GOVT 2306	N	0	0	9	0	0	0	0	0
		01	3042	02	C GOVT 2306	N	0	0	17	1	0	0	0	0
		01	3042	03	C GOVT 2306	N	0	0	14	0	0	0	0	0
		01	8040	01	C EDUC 1301	N	0	0	0	0	0	0	0	0
		01	9111	01	AVID 3 ECHS	N	17	3	17	0	0	0	0	0
		01	9111	02	AVID 3 ECHS	N	23	2	23	1	0	0	0	0
		01	9111	03	AVID 3 ECHS	N	19	1	19	0	0	0	0	0
		01	9112	01	AVID 4 ECHS	N	29	3	29	0	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
308 BARCELONA TIA	N	01	9112	02	AVID 4 ECHS	N	18	1	16	0	0	0	0	0
		01	9112	03	AVID 4 ECHS	N	25	4	26	0	0	0	0	0
		01	9112	04	AVID 4 ECHS	N	8	3	6	0	0	0	0	0
			Total:	308 BARCELONA TIA			222	33	216	3	0	0	0	0
309 WILSON ROBERT	N	01	6011	06	ART 1	N	25	3	25	1	0	0	0	0
		01	6011	07	ART 1	N	15	2	16	1	0	0	0	0
		01	6011	08	ART 1	N	23	4	23	2	0	0	0	0
		01	6021	01	ART 2	N	25	2	26	1	0	0	0	0
		01	6031	01	ART 3	N	14	1	15	0	0	0	0	0
		01	6041	01	ART 4	N	9	0	9	0	0	0	0	0
		01	8076	01	COMM PHOTO II	N	11	1	12	1	0	0	0	0
			Total:	309 WILSON ROBERT			122	13	126	6	0	0	0	0
310 AMMONS ROBYN	N	01	2101	01	ANATPHYS	N	19	1	22	1	0	0	0	0
		01	2101	02	ANATPHYS	N	24	1	26	1	0	0	0	0
		01	8106	01	FLORAL DESIGN	N	23	4	21	0	0	0	0	0
		01	8106	02	FLORAL DESIGN	N	24	3	23	0	0	0	0	0
		01	8106	04	FLORAL DESIGN	N	24	2	23	0	0	0	0	0
		01	8114	04	Adv Floral Dsn	N	12	3	12	0	0	0	0	0
		01	8114	50	Adv Floral Dsn	N	3	1	3	0	0	0	0	0
		01	8114	51	Adv Floral Dsn	N	0	1	0	0	0	0	0	0
			Total:	310 AMMONS ROBYN			129	16	130	2	0	0	0	0
311 RAMIREZ ERIC	N	01	5001	05	SPAN 1	N	0	0	0	0	0	0	0	0
		01	5001	06	SPAN 1	N	26	4	27	1	0	0	0	0
		01	5011	01	SPAN 2	N	22	0	22	0	0	0	0	0
		01	5011	03	SPAN 2	N	21	1	23	0	0	0	0	0
		01	5011	04	SPAN 2	N	17	1	17	0	0	0	0	0
		01	5011	05	SPAN 2	N	25	2	23	0	0	0	0	0
			Total:	311 RAMIREZ ERIC			111	8	112	1	0	0	0	0
312 MARTINEZ RENEE	N	01	0111	01	ENG 1 PRE-AP	N	21	1	21	0	0	0	0	0
		01	0112	35	ENG 1 PR AP EC	N	10	4	10	0	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
312 MARTINEZ RENEE	N	01	0141	01	ENG II Pre-AP	N	12	3	12	0	0	0	0	0
		01	0142	04	ENG 2 Pr AP EC	N	14	2	12	0	0	0	0	0
		01	0152	01	ENG III AP	N	24	2	24	0	0	0	0	0
		01	0172	01	ENG IV AP	N	15	3	17	1	0	0	0	0
			Total:	312 MARTINEZ RENEE			96	15	96	1	0	0	0	0
314 ZILEM SAMANTHA	Y	01	9901	01	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	02	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	04	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	05	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	06	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	07	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	08	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	10	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	11	ASST OFF L	N	0	0	0	0	0	0	0	0
		01	9901	12	ASST OFF L	N	0	0	0	0	0	0	0	0
			Total:	314 ZILEM SAMANTHA			0	0	0	0	0	0	0	0
315 DEGRATE MINIISHA	N	01	0151	12	ENG III	N	14	2	14	3	0	0	0	0
		01	0171	01	ENG IV	N	19	2	23	0	0	0	0	0
		01	0171	07	ENG IV	N	19	1	24	0	0	0	0	0
		01	0171	10	ENG IV	N	23	6	31	0	0	0	0	0
		01	0174	01	CP ELA	N	19	3	18	1	0	0	0	0
		01	0174	02	CP ELA	N	9	0	11	0	0	0	0	0
			Total:	315 DEGRATE MINIISHA			103	14	121	4	0	0	0	0
316 LYMAN MARY	N	01	0101	07	ENG 1	N	11	1	12	0	0	0	0	0
		01	0101	08	ENG 1	N	26	0	26	2	0	0	0	0
		01	0101	09	ENG 1	N	0	1	0	1	0	0	0	0
		01	0101	10	ENG 1	N	21	1	20	1	0	0	0	0
		01	6051	01	THARTS 1	N	20	2	19	0	0	0	0	0
		01	6061	01	THARTS 2	N	11	0	11	0	0	0	0	0
		01	6071	01	THARTS 3	N	6	1	6	0	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
316 LYMAN MARY	N	01	6081	01	THARTS 4	N	1	0	1	0	0	0	0	0
			Total:	316 LYMAN MARY			96	6	95	4	0	0	0	0
317 MCNEW ANDREW	N	01	3011	04	WHIST	N	24	3	23	1	0	0	0	0
		01	3011	05	WHIST	N	25	2	25	1	0	0	0	0
		01	3011	06	WHIST	N	29	1	29	1	0	0	0	0
		01	3011	07	WHIST	N	24	3	24	0	0	0	0	0
			Total:	317 MCNEW ANDREW			102	9	101	3	0	0	0	0
318 CUBBAGE SAMANTHA	N	01	0121	01	ENG II	N	19	1	19	1	0	0	0	0
		01	0121	02	ENG II	N	24	5	23	0	0	0	0	0
		01	0121	04	ENG II	N	22	1	22	0	0	0	0	0
		01	0121	05	ENG II	N	28	2	27	1	0	0	0	0
		01	0121	08	ENG II	N	25	6	26	1	0	0	0	0
		01	0121	09	ENG II	N	21	2	19	0	0	0	0	0
			Total:	318 CUBBAGE SAMANTHA			139	17	136	3	0	0	0	0
319 TATE ALAN	N	01	0112	01	ENG 1 PR AP EC	N	26	4	26	0	0	0	0	0
		01	0112	02	ENG 1 PR AP EC	N	13	3	14	0	0	0	0	0
		01	0112	03	ENG 1 PR AP EC	N	27	0	26	0	0	0	0	0
		01	0142	01	ENG 2 Pr AP EC	N	28	4	28	0	0	0	0	0
		01	0142	02	ENG 2 Pr AP EC	N	17	14	19	0	0	0	0	0
		01	0142	03	ENG 2 Pr AP EC	N	12	0	12	0	0	0	0	0
			Total:	319 TATE ALAN			123	25	125	0	0	0	0	0
320 KINNE GARY	N	01	9101	01	AVID 1	N	2	0	2	0	0	0	0	0
		01	9101	02	AVID 1	N	6	0	7	0	0	0	0	0
		01	9101	03	AVID 1	N	10	1	9	0	0	0	0	0
		01	9101	04	AVID 1	N	0	1	0	0	0	0	0	0
		01	9102	01	AVID 2	N	9	1	8	0	0	0	0	0
		01	9102	02	AVID 2	N	5	1	7	0	0	0	0	0
		01	9102	03	AVID 2	N	10	0	10	0	0	0	0	0
		01	9102	04	AVID 2	N	6	1	6	0	0	0	0	0
		01	9103	01	AVID 3	N	13	1	12	0	0	0	0	0

	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
320 KINNE GARY	N	01	9103	02	AVID 3	N	1	0	1	0	0	0	0	0
		01	9103	03	AVID 3	N	1	0	1	0	0	0	0	0
		01	9103	04	AVID 3	N	0	0	0	0	0	0	0	0
			Total:	320 KINNE GARY			63	6	63	0	0	0	0	0
323 VILIARRIAL JAIME	N	01	7364	01	MEDICAL TERM	N	21	2	22	0	0	0	0	0
		01	7364	02	MEDICAL TERM	N	22	0	21	0	0	0	0	0
		01	8077	01	FORENSIC SCI	N	32	3	32	1	0	0	0	0
		01	8077	02	FORENSIC SCI	N	21	2	21	1	0	0	0	0
		01	8077	03	FORENSIC SCI	N	27	2	26	0	0	0	0	0
		01	8077	04	FORENSIC SCI	N	30	2	28	0	0	0	0	0
			Total:	323 VILIARRIAL JAIME			153	11	150	2	0	0	0	0
328 RAULS IRA	N	01	4053	01	SUB CHEER	N	12	0	11	0	0	0	0	0
			Total:	328 RAULS IRA			12	0	11	0	0	0	0	0
335 KELLER MARIANNE	Y	02	1085	01	GM ALG 2	N	0	0	0	0	0	0	0	0
		01	7100	01	GWAMA	N	13	2	12	0	0	0	0	0
		01	7100	02	GWAMA	N	0	1	2	0	0	0	0	0
			Total:	335 KELLER MARIANNE			13	3	14	0	0	0	0	0
337 GUTHRIE LONNIE	N	01	3091	02	C ECO FE 2301	N	0	0	0	0	0	0	0	0
		01	8040	50	C EDUC 1301	N	0	0	0	0	0	0	0	0
		01	8040	51	C EDUC 1301	N	0	0	0	0	0	0	0	0
			Total:	337 GUTHRIE LONNIE			0	0	0	0	0	0	0	0
338 CONTRERAS DELSIA	N	01	8049	03	Culinary Arts 1	N	8	1	9	0	0	0	0	0
		01	8049	04	Culinary Arts 1	N	18	7	17	1	0	0	0	0
		01	8083	01	ADV CULART	N	13	0	13	0	0	0	0	0
		01	8083	02	ADV CULART	N	7	0	7	0	0	0	0	0
			Total:	338 CONTRERAS DELSIA			46	8	46	1	0	0	0	0
370 HIKEL RUDOLPH	N	01	2041	05	Chemistry	N	20	2	20	0	0	0	0	0
		01	2041	06	Chemistry	N	21	0	22	0	0	0	0	0
		01	2062	01	Chem Pre-AP E	N	11	2	11	0	0	0	0	0

	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
370 HIKEL RUDOLPH	N	01	2062	02	Chem Pre-AP E	N	27	0	27	0	0	0	0	0
		01	2062	03	Chem Pre-AP E	N	26	2	27	0	0	0	0	0
		01	2062	04	Chem Pre-AP E	N	18	0	17	0	0	0	0	0
			Total:	370 HIKEL RUDOLPH			123	6	124	0	0	0	0	0
371 SUMMEY CASEY	N	01	0049	01	Eng 1 ELL INT	N	2	0	2	0	0	0	0	0
		01	0050	01	ENG 2 ELL INT	N	5	0	5	0	0	0	0	0
		01	0106	01	ENG 1 ESOL	N	7	1	7	0	0	0	0	0
		01	0106	02	ENG 1 ESOL	N	0	0	0	0	0	0	0	0
		01	0131	01	ENG 2 ESOL	N	5	0	5	0	0	0	0	0
		01	0131	02	ENG 2 ESOL	N	0	0	0	0	0	0	0	0
			Total:	371 SUMMEY CASEY			19	1	19	0	0	0	0	0
372 WARREN KHALILAH	Y	05	9960	01	Edgenuity	N	7	2	0	0	0	0	0	0
		05	9960	02	Edgenuity	N	3	1	0	0	0	0	0	0
		05	9960	03	Edgenuity	N	6	0	0	0	0	0	0	0
		05	9960	04	Edgenuity	N	2	0	0	0	0	0	0	0
		05	9960	05	Edgenuity	N	6	1	0	0	0	0	0	0
		05	9960	06	Edgenuity	N	3	1	0	0	0	0	0	0
		05	9960	07	Edgenuity	N	7	3	0	0	0	0	0	0
		05	9960	09	Edgenuity	N	0	0	2	0	0	0	0	0
		05	9960	10	Edgenuity	N	0	0	2	0	0	0	0	0
		05	9960	11	Edgenuity	N	0	0	2	0	0	0	0	0
		05	9960	12	Edgenuity	N	0	0	1	0	0	0	0	0
		05	9960	13	Edgenuity	N	0	0	3	0	0	0	0	0
		05	9960	14	Edgenuity	N	0	0	2	0	0	0	0	0
		05	9960	15	Edgenuity	N	0	0	4	0	0	0	0	0
			Total:	372 WARREN KHALILAH			34	8	16	0	0	0	0	0
376 RANSOM ERIC	N	01	7360	01	Child Developme	N	21	6	22	1	0	0	0	0
		01	7360	02	Child Developme	N	24	4	23	0	0	0	0	0
		01	8051	01	INSTRUCT PRACT	N	4	0	4	0	0	0	0	0
		01	8104	01	PRIN ED & TRAIN	N	6	0	6	0	0	0	0	0

		Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
				Total:	376	RANSOM ERIC		55	10	55	1	0	0	0	0
381 TAVERNER WILLIAM	N	01	8004	01	AV PROD_LAB	N	18	3	18	0	0	0	0	0	0
		01	8005	01	AV Prod2 _1	N	5	2	5	0	0	0	0	0	
		01	8006	01	AV PROD LAB 2	N	19	3	18	0	0	0	0	0	
		01	9901	50	ASST OFF L	N	2	0	1	0	0	0	0	0	
			Total:	381	TAVERNER WILLIAM		44	8	42	0	0	0	0	0	0
385 BAKER TERRI	N	01	2075	01	PHYSICS	N	25	1	25	2	0	0	0	0	0
		01	2075	02	PHYSICS	N	26	1	25	0	0	0	0	0	
		01	2075	03	PHYSICS	N	25	1	24	0	0	0	0	0	
		01	2075	04	PHYSICS	N	26	1	27	1	0	0	0	0	
		01	2075	05	PHYSICS	N	24	0	26	0	0	0	0	0	
		01	2075	06	PHYSICS	N	26	3	25	1	0	0	0	0	
			Total:	385	BAKER TERRI		152	7	152	4	0	0	0	0	0
386 KENNEDY CATHLEEN	N	01	2011	01	BIOLOGY	N	31	2	30	1	0	0	0	0	0
		01	2011	02	BIOLOGY	N	26	3	27	1	0	0	0	0	
		01	2011	03	BIOLOGY	N	24	2	23	0	0	0	0	0	
		01	2011	04	BIOLOGY	N	25	3	23	1	0	0	0	0	
		01	2011	05	BIOLOGY	N	26	4	28	1	0	0	0	0	
		01	2011	06	BIOLOGY	N	23	4	24	4	0	0	0	0	
			Total:	386	KENNEDY CATHLEEN		155	18	155	8	0	0	0	0	0
387 HUPP JACQUELINE	N	01	2001	01	INT PHYS CHEM	N	15	3	13	1	0	0	0	0	0
		01	2001	02	INT PHYS CHEM	N	16	5	16	4	0	0	0	0	
		01	2041	01	Chemistry	N	15	0	17	0	0	0	0	0	
		01	2041	02	Chemistry	N	25	0	25	1	0	0	0	0	
		01	2041	03	Chemistry	N	23	1	24	0	0	0	0	0	
		01	2041	04	Chemistry	N	19	1	21	0	0	0	0	0	
			Total:	387	HUPP JACQUELINE		113	10	116	6	0	0	0	0	0
389 SPEER STEWART	N	02	1077	01	GEOM w CONST	N	23	2	22	0	0	0	0	0	0
		01	8086	01	CONTECH 1	N	7	1	8	0	0	0	0	0	
		01	8086	50	CONTECH 1	N	0	1	0	0	0	0	0	0	

		Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
389	SPEER STEWART	N	01	8087	01	CONTECH w MATH	N	23	2	23	0	0	0	0	0
			01	8089	01	CONSTRUC TECH2	N	17	1	17	1	0	0	0	0
			01	8116	01	PRACTM CONST TE	N	1	0	1	0	0	0	0	0
				Total:	389 SPEER STEWART			71	7	71	1	0	0	0	0
394	OLSON ASHLEY	N	01	2011	07	BIOLOGY	N	22	2	23	0	0	0	0	0
			01	2011	08	BIOLOGY	N	27	1	27	0	0	0	0	0
			01	2024	01	BIO 1 PRE-AP E	N	26	0	26	0	0	0	0	0
			01	2024	02	BIO 1 PRE-AP E	N	26	1	26	0	0	0	0	0
			01	2024	03	BIO 1 PRE-AP E	N	27	7	27	0	0	0	0	0
			01	2024	04	BIO 1 PRE-AP E	N	19	2	19	0	0	0	0	0
				Total:	394 OLSON ASHLEY			147	13	148	0	0	0	0	0
400	WILSON DIANE	N	01	9959	01	Edgenuity S	N	41	8	7	4	0	0	0	0
			01	9959	02	Edgenuity S	N	41	8	4	2	0	0	0	0
			01	9959	03	Edgenuity S	N	41	8	3	2	0	0	0	0
			01	9959	04	Edgenuity S	N	41	8	4	3	0	0	0	0
			01	9959	05	Edgenuity S	N	0	0	4	0	0	0	0	0
			01	9959	06	Edgenuity S	N	0	0	4	0	0	0	0	0
			01	9959	07	Edgenuity S	N	0	0	3	0	0	0	0	0
			01	9959	08	Edgenuity S	N	0	0	3	0	0	0	0	0
				Total:	400 WILSON DIANE			164	32	32	11	0	0	0	0
406	WHITLEY KAREN	Y	01	9911	01	ASST LIB A L	N	0	0	0	0	0	0	0	0
			01	9911	04	ASST LIB A L	N	0	0	0	0	0	0	0	0
			01	9911	07	ASST LIB A L	N	0	0	0	0	0	0	0	0
				Total:	406 WHITLEY KAREN			0	0	0	0	0	0	0	0
411	LEWIS BRADFORD	N	02	1051	10	ALG 1	N	11	2	10	0	0	0	0	0
			02	1051	11	ALG 1	N	18	2	19	1	0	0	0	0
			02	1061	05	GEOM	N	20	2	20	1	0	0	0	0
			02	1101	02	Math Models	N	19	1	18	0	0	0	0	0
				Total:	411 LEWIS BRADFORD			68	7	67	2	0	0	0	0
412	MARTINEZ WILLIAMS	N	01	8013	01	PRINAAVTC	N	26	2	26	1	0	0	0	0

Teacher	Excl from PEIMS	Class Role	Course Number	Sec	Title	Slf Pc	Sem1 Act	Sem1 WD	Sem2 Act	Sem2 WD	Sem3 Act	Sem3 WD	Sem4 Act	Sem4 WD
412 MARTINEZ WILLIAMS	N	01	8013	02	PRINAAVTC	N	29	4	28	0	0	0	0	0
		01	8013	03	PRINAAVTC	N	19	6	19	0	0	0	0	0
		01	8060	01	COMMPHOT	N	29	0	25	0	0	0	0	0
		01	8060	02	COMMPHOT	N	26	3	27	0	0	0	0	0
		01	8064	01	CAREERP1	N	29	0	27	0	0	0	0	0
		01	9992	01	Work Period 7p	N	12	1	11	0	0	0	0	0
		01	9993	01	Work Period 8p	N	19	0	20	0	0	0	0	0
Total:			412 MARTINEZ WILLIAMS			189	16	183	1	0	0	0	0	
414 WILLIS LATOYA	N	01	7363	01	PRN HLTH SCIENC	N	20	3	19	0	0	0	0	0
		01	7363	02	PRN HLTH SCIENC	N	24	2	24	2	0	0	0	0
		01	8099	01	PRACT HLTH SC	N	9	2	8	0	0	0	0	0
		01	8099	02	PRACT HLTH SC	N	14	0	12	0	0	0	0	0
Total:			414 WILLIS LATOYA			67	7	63	2	0	0	0	0	
415 MORENO MELISSA	N	01	8131	01	HLSC THRY/CLIN	N	10	1	11	0	0	0	0	0
		01	8131	02	HLSC THRY/CLIN	N	17	0	18	0	0	0	0	0
		01	8131	03	HLSC THRY/CLIN	N	16	1	17	1	0	0	0	0
Total:			415 MORENO MELISSA			43	2	46	1	0	0	0	0	
502 PFAFF LINDSAY	N	01	6101	01	BAND 1	N	35	5	35	0	0	0	0	0
		01	6111	01	BAND 2	N	39	7	39	0	0	0	0	0
		01	6121	01	BAND 3	N	28	5	28	0	0	0	0	0
		01	6131	01	BAND 4	N	17	4	19	0	0	0	0	0
		01	6131	02	BAND 4	N	2	0	2	0	0	0	0	0
		01	6131	03	BAND 4	N	1	1	0	0	0	0	0	0
		01	6131	04	BAND 4	N	2	2	1	0	0	0	0	0
		01	6131	50	BAND 4	N	1	1	1	0	0	0	0	0
Total:			502 PFAFF LINDSAY			125	25	125	0	0	0	0	0	

La Vega Junior High School George Dixon Campus Class Counts

7th RLA		7th MATH		7th SCIENCE		7th HISTORY		7th ELECTIVES	
Gaisbauer	103	Maertz	110	Scott	108	Bobo	100	Lediner	83
Murnahan	98	McDaniels	93	Wines	99	LaRue	107	Carpenter Gym	131
Hennigan	52	Normandin	47					Dixon	23
Ojeda	53	Rose Res	7					Rauls	78
Munn	100							<u>7th & 8th</u>	
Furman	105							Gibson	95
Penney	28							Matthies	124
Rose Res.	5							Sprinkle	120
Gamboa Reading	10							Carpenter- Boy Athl	84
								Conner Girl Athl	53
								Gibson Soccer	39
								Turk Soccer	7

8th RLA		8th MATH		8th SCIENCE		8th HISTORY		8th ELECTIVES	
Maedgen	105	Prock	116	Irving	113	Stonikinis	114	Conner	116
Garcia	121	Samford	110	Whitehouse	118	Zuniga	117	Keys	100
Penney	59	Rose						Swanson	127
Gamboa Life Skills	7							Walton	30
								Turk	106

7th Grade Total: 214

8th Grade Total: 232

Total Enrollment: 446

<u>4TH GRADE</u>		<u>5TH GRADE</u>		<u>6TH GRADE</u>	
FRANKS	19	WARRICK	19	ALDRIDGE	21
CARDENAS	15	SPARKS	19	ALVAREZ	19
JONES	20	BENSON	22	BYRD	16
EPPERSON	15	KINSER	22	BRUNSON	18
WAGNER	17	R.JOHNSON	21	TALBERT	18
STAFFORD J.	18	MATUS	19	KAHN	23
McNEW	19	ORBISON	22	BRYANT	24
NEWTON	17	YOUNG	21	KREDER	23
HENDERSON	19	MCNAMARA	19	RALEY	17
TURNBOUGH	16	RAMIREZ	20	WORTHY	20
		STAFFORD	10	MIDDLETON	18
4 TH TOTAL:	175	5 TH TOTAL:	214	6 TH TOTAL:	217
RAJKOWSKI	3	RAJKOWSKI	1	RAJKOWSKI	1
TOTAL:	178	TOTAL:	215	TOTAL:	218
	ENROLLMENT:		611		
		ABSENT:			

4TH NEW/WD5TH NEW/WD6TH NEW/WD

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Daily Attendance Register

DATE: 10/12/2020

1st Graders

Chapa -	13
Coronado -	19
Halstead -	18
Jaimes -	20
Jones -	19
Jordan -	18
Moreno -	18
Smith -	22
Thomas -	17
Walker -	17
Wetzel -	18
Lopez -	18
Vinson -	21

2nd Graders

Abel -	17
Cox -	20
Fuentes -	17
Gorby -	15
Hamilton -	16
Herrington -	17
S Martinez -	18
McCall -	15
Northcutt -	15
Stewart -	16
Tello -	19
Ashford -	12

3rd Graders

Alejo -	14
Edwards -	15
Garner -	14
James -	15
Lamb -	14
Morgan -	16
Nieto -	16
Reinhardt -	16
Smith -	15
Stump -	16
Thompson -	15
Acevedo -	7
Gomez -	13
Mason -	10

Totals

1 st Total: <u>238</u>	2 nd Totals: <u>197</u>	3 rd Totals: <u>196</u>
Estrada - 8	Estrada - 10	Estrada - 8
Hardaway - 2	Hardaway - 5	Hardaway - 3
Total 248	Total 212	Total 207

Enrolled – 667

Absent -

Present -

1 st NEW/WD	2 nd NEW/WD	3 rd NEW/WD
W/D – Raymundo Fuentes		

LVPS Class Totals

October 12, 2020

PK 3

Arledge	15
Buckner	15
Kimberling	14
Stewart	15
<u>TOTAL PK3</u>	59

PK 4

Downing	18
Ermis	18
Justice	18
Olvera	14
Pierce	18
Plemons	19
Silva	13
Valdez	13
<u>TOTAL PK 4</u>	131

PPCD

Almanza	1
Winkleman	2
<u>TOTAL PPCD PK: 3</u>	

TOTAL PK : 193

Kindergarten

Alford	23
Bing	22
Gonzales	17
Holmes	23
Jimenez	17
Lynch	22
Maine	22
Plummer	23
Ramirez	17
Rosebure	22
Sanchez	14

PPCD

Almanza	2
Winkleman	2

TOTAL KINDERGARTEN 226

LVPS TOTALS:

PK: 193

Kindergarten: 226

TOTAL ENROLLMENT: 419

Asynchronous Plan for LVISD 2020-2021

Presented for:

Board action ☐ Report/Review Only ☒

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Dr. Charla Rudd

Background Information:

LEAs must submit an online application of an Asynchronous Plan before October 1, 2020. If the district chooses to serve students through a remote asynchronous instruction method a learning plan must be submitted that includes details on how student engagement will be tracked daily. Students who are engaged on a given day will be marked remote asynchronous present and generate funding on that day. Students who are not engaged would be marked absent for the day and the attendance cannot be changed based on the student completing an assignment or participating in some other asynchronous engagement at a later date. Any LEA that does not have an approved asynchronous instruction plan by TEA will not generate funding for attendance for any student engaged in asynchronous remote instruction after the 3rd six weeks period.

Fiscal Implication:

\$4,500,000

Administrative Recommendation:

Review the plan submitted to TEA for approval.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Attestations

Instructional Schedule

- **Teacher interaction** with students is predictable, sufficient to support schedule.
- **Teacher availability** for students (e.g. scheduled office hours) are planned, predictable, sufficient for student progress, clearly defined, and published in the student syllabus.
- **Students can access instructional support** from teachers when needed, direct instruction is delivered by teachers, and students know how and when they can interact with their teachers.
- Students are provided **clear means to engage with academic material daily**.
- **Student IEPs** are followed regardless of learning environment such that students with disabilities receive a Free, and Appropriate Public Education (FAPE).
- Student academic work ensures **engagement that is equivalent to direct content work that a student would be engaged in over a normal school year**. As guidance, this direct work with academic content matches or exceeds the following average daily minimums across all subjects:
 - Half day PreK – 90 instructional minutes
 - Full day PreK – 180 instructional minutes
 - K through 5th grade – 180 instructional minutes
 - 6th through 12th grade – 240 instructional minutes

Materials Design

- District has adopted a **full, TEKS-aligned curriculum can be executed in an asynchronous remote learning environment**. This includes:
 - Assessments that ensure continued information on student progress remotely
 - Instructional materials that support a coherent, logical course sequence that reinforces concepts at appropriate times to ensure continuity of learning remotely
 - Instructional materials consistently reinforce concepts at appropriate times to ensure retention of knowledge in asynchronous environments
- Instructional materials include specifically designed resources and/or accommodations and modifications to support students with disabilities and English Learners in an asynchronous environment.
- There is a plan to ensure district adopted instructional materials are used during instruction and in the hands of students.

Student Progress

- Expected student progress in remote asynchronous learning is **planned, defined by day, and ties to the overall course coverage in the course syllabus**.
- **Daily, trackable student engagement exists** to ensure curricular progress in asynchronous learning. Curricular progress can be measured through any of the following means:
 - Data from the Learning Management System (LMS) showing progress made that day
 - Curricular progress evidenced from teacher/student interactions made that day

- Completion and submission of assignments planned for that day
- Districts have **systems to measure academic progress** of all students to **inform instructional practice** in an asynchronous environment.
 - Progress monitoring includes all students and can be done in any proposed at-home scenario (digital or print)
- Student **feedback is provided from instructor at least weekly** in asynchronous learning environments including next steps or necessary academic remediation to improve performance.
- **School grading policies** for remote student work are consistent with those used before COVID for on campus assignments

Implementation

- Campuses plan for and implement **professional development calendars** with specific supports for asynchronous instruction. These include the following for educators:
 - Provide introductory and ongoing content-focused, job-embedded training linked to chosen asynchronous curricular resources
 - Cover all grade levels and content areas that are participating in asynchronous learning
 - Develop content knowledge to help educators internalize the asynchronous curriculum and analyze and respond to data with the use of the instructional materials
 - Explicitly cover asynchronous remote instructional delivery and use of the asynchronous learning platform and/or learning management system
- Districts provide **explicit communication and support for families** to support asynchronous work at home.

Open Responses

Key Requirement Instructional Schedule: Describe (or attach a description of) the structure of your asynchronous schedule highlighting any differences by grade level and/or content area.

The goal of the La Vega ISD Asynchronous Plan is to provide students in both the in-person learning environment and the remote asynchronous environment a rigorous TEKS aligned instruction while delivering instruction that engages learners and provides academic success. Educators will collaborate and differentiate instructional strategies that are best for the delivery in the digital or the in-person environment. La Vega ISD will provide access, resources, tools, and software for academic success for students in the remote asynchronous model.

Key Guiding Principles

Student's social, emotional, and academic needs will be addressed in whatever environment the parent/guardians select as the best for their child (in-person or remote).

Access to high quality rigorous instruction will be aligned to the TEKS in whatever learning environment parents/guardians select.

Educators will be provided the support in digital tools, resources, access, strategies, assessments, and professional development to enable them to design and deliver high quality instruction.

Educators, parents, students, and administrators will be encouraged, supported, and provided grace as La Vega ISD moves together to overcome barriers and challenges to create a culture of success on all campuses.

In late June 2020, La Vega ISD moved to subscribe to Schoology as the one LMS for the districts at all grade levels. The district purchased devices (iPads for Prekindergarten – 3rd and Chromebooks for grades 4-12) to implement 1:1 for La Vega ISD students. The district began instruction on August 13, 2020 in a fully remote environment with each grade and grade level subject teacher meeting daily with students in a synchronous method and providing activities for students to practice in the new learning management system asynchronously. For the first three weeks of instruction, all students completed learning activities in a combination of asynchronous and synchronous environment. In-person instruction began for approximately 50% of the student population on September 8, 2020. Students who remained in remote instruction continue to complete assignments and receive instruction in both the asynchronous and synchronous methods.

Asynchronous instruction refers to a self-paced instruction where students interact with learning material designed by the teacher. Students self-select the time and additional length in processing and completing activities within the learning material. Students interact with the teacher through email, replies to discussion boards, turning in assignments or formative assessments. Based on the engagement of the student in Schoology (LMS), progress in the content as documented in Schoology, assignment completions, and interaction with peers and content, the teacher for the course will mark the student present or absent asynchronously for the day.

Synchronous instruction is a two-way interactive instruction between student and teachers through conferencing tools such as Google Meet, Zoom, Office 365 TEAMS. La Vega ISD teachers will provide students with connection codes, times, and directions for connecting through devices or through phone calls. The purpose for the synchronous instruction will be to provide targeted intervention, small group instruction, tutorial, reinforcement, support, clarification, and/or explicit direct instruction. The amount of synchronous instruction will be adjusted for remote learners based on student need, age appropriateness, and content.

Every La Vega ISD teacher will be assigned both in-person and remote learners to the maximum extent possible. Some dual language classes may require teachers to be assigned as either remote or in-person instructors due to the limited number of classroom teachers for these specialized classes. The assignment of both in-person and remote learners allows teachers to provide culturally responsive classrooms, stronger teacher-student relationships and foster positive classroom communities. Additionally, students will be able to move between remote or in-person instruction throughout the year without losing time to adapt to new teachers, parents will be able to establish and build relationships with teacher, family engagement in class activities can continue to flourish and parent meetings with teachers remain consistent as the child develops and progresses through the year without regard to learning environment.

Daily schedules for students by grade band/ campus grade levels.

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

Daily Primary Campus Schedule [Prekindergarten3 – Kindergarten]		Instructional Minutes
7:00-8:00	Getting ready for learning, breakfast, listening to a story, Login to Schoology by 8:00 AM	
8:00 – 8:30**	Review daily expectations, - Staying safe through handwashing, social distancing, and face coverings review - Fine motor development activities and handwriting	30 minutes
8:30 – 9:45**	ELAR - Read Aloud – Whole Group Instruction (asynchronous) (Students may login and participate synchronous) - Skill practice – asynchronous - Small group instruction – synchronous teacher table - Attendance	75 minutes
9:45-10:00	Morning Recess	15 minutes
10:00 – 10:20	Calendar / Weather	20 minutes
10:20 – 11:30**	Math - Whole Group Instruction (asynchronous) (Students may login and participate synchronous) - Skill practice – asynchronous - Small group instruction – synchronous teacher table	70 minutes
11:30 – 12:00	Lunch	N/A
12:00 – 12:30	Afternoon Recess /	30 minutes
12:30 – 1:30**	Prekindergarten 3 and 4-year-olds – NAP Kindergarten - Science / Social Studies - Read Aloud (Synchronous / Asynchronous) - Mini project (Asynchronous)	60 minutes
1:30 -1:45**	Tutorial / Rtl (small group Synchronous) Waterford (Asynchronous)	15 minutes

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1:45 – 2:15**	Interactive Writing (Asynchronous / synchronous)	30 minutes
2:15 – 2:45**	PE / Music / Library (Asynchronous / synchronous)	30 minutes
2:45 – 3:15	Centers (Asynchronous)	30 minutes
3:15 – 4:00**	Staff Office Time – Tutorials / Intervention / Support / Reinforcement	N/A

****All teachers have a daily conference period. Teachers will publicize their “office hours” which include a portion of the conference period as well as time at the conclusion of the day to provide parents specific times to contact for assistance or have questions answered. Staggered office time throughout the day provide students with contact with teachers for direct instruction or assistance. Students will have access to all grade level / content teachers via Schoology, Phone, Zoom, Google Meet.**

Daily Elementary Campus Schedule [1 st – 3 rd Grade] – Monolingual Classes		Instructional Minutes
7:00-7:45	Getting ready for learning, breakfast, listening to a story, Login to Schoology by 7:45 AM	
7:45 – 8:15	Review daily expectations, • Safe and healthy practices (handwashing, social distancing, and face coverings) • Class family meeting	30 minutes
8:15 – 9:45	ELAR • Whole Group Instruction (asynchronous pre-recorded instruction posted in Schoology)) • Word Study, Vocabulary, Reading, Writing, Comprehension ○ Skill practice – asynchronous • Small group instruction – synchronous teacher table – schedule • Attendance	90 minutes
9:45-10:00	Brain break	15 minutes

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10:00 – 10:30	ELAR continues Attendance	30 minutes
10:30 – 12:00	Math - Whole Group Instruction (asynchronous – prerecorded instruction posted daily in Schoology) - Skill practice – asynchronous - Small group instruction – (synchronous teacher table – scheduled)	90 minutes
12:00 – 12:50	Lunch and Recess /	50 minutes
12:50 – 1:45**	Science / Social Studies - Whole Group (Synchronous / Asynchronous) - Independent practice / small group practice/ project (asynchronous)	55 minutes
1:45 -2:30** All teachers have Office Hours**	Specials (asynchronous) - PE - Music - Success Maker - Library – (Synchronous time or schedule in-person visit) - Tutorials / Extension (synchronous scheduled time) - Technology (keyboarding) – (asynchronous)	45 minutes
2:30 – 3:20		50 minutes
3:20 – 4:00**	Staff Office Time –	
Daily Elementary Campus Schedule [1 st – 3 rd Grade] – Dual Language Classes		Instructional Minutes
7:00-7:45	Getting ready for learning, breakfast, listening to a story, Login to Schoology by 7:45 AM	
7:45 – 8:15	Review daily expectations, - Safe and healthy practices (handwashing, social distancing, and face coverings) - Class family meeting	30 minutes

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8:15 – 9:55	SLAR / Science-Social Studies Thematic Instruction • Whole Group Instruction (asynchronous pre-recorded instruction posted in Schoology)) • Word Study, Vocabulary, Reading, Writing, Comprehension ○ Skill practice – asynchronous • Small group instruction – synchronous teacher table – scheduled • Attendance	100 minutes
9:55-10:00	Brain break	10 minutes
10:00 – 10:30	SLAR connection to Science or Social Studies • Attendance	30 minutes
10:30 – 12:00	Math • Whole Group Instruction (asynchronous – prerecorded instruction posted daily in Schoology) • Skill practice – asynchronous • Small group instruction – (synchronous teacher table – scheduled)	90 minutes
12:00 – 12:50	Lunch and Recess /	50 minutes
12:50 – 1:45**	Science / Social Studies connection to SLAR • Independent practice / small group practice/ project (asynchronous)	50 minutes
1:45 -2:30** All teachers have Office Hours**	Specials (asynchronous) • PE • Music • Success Maker • Library – (Synchronous time or schedule in-person visit) • Tutorials / Extension (synchronous scheduled time) • Technology (keyboarding) – (asynchronous)	45 minutes
2:30 – 3:20		50 minutes
3:20 – 4:00**	Staff Office Time –	N/A

****All teachers have a daily conference period. Teachers will publicize their “office hours” which include a portion of the conference period as well as time at the conclusion of the day to provide parents specific times to contact for assistance or have questions answered. Staggered office time throughout the day provide students with contact with teachers for direct instruction or assistance. Students will have access to all grade level / content teachers via Schoology, Google Meet, Zoom, Office 365 TEAMS.**

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Daily Intermediate Campus Schedule [4th – 6th Grade]		Instructional Minutes
7:00-7:45	Getting ready for learning, breakfast, listening to a story, Login to Schoology by 7:45 AM	
7:45 – 8:15	{Review daily expectations} • Safe and healthy practices (handwashing, social distancing, and face coverings) • Tutorial / Review Schedule	30 minutes
8:15 – 9:15	Pirate Time – Small group / independent support (asynchronous or scheduled synchronous time for individual support) • Tutorial • Intervention • Challenge / GT • AVID • Attendance	60 minutes
9:15 – 11:15	ELAR / Social Studies • Whole Group Instruction (asynchronous pre-recorded instruction posted in Schoology)) • Word Study, Vocabulary, Reading, Writing, Comprehension ○ Skill practice – asynchronous • Small group instruction – synchronous teacher table – scheduled • Independent practice – asynchronous • Workstations - asynchronous	135 minutes
11:15 – 11:45	Lunch	30 minutes
11:45 – 12:30	Electives (asynchronous) • Music • PE • Technology • Success Maker	45 minutes
12:30 – 3:00	Math / Science • Whole Group Instruction (asynchronous – prerecorded instruction posted daily in Schoology) • Skill practice – asynchronous • Small group instruction – (synchronous teacher table – scheduled) • Independent practice –(asynchronous)	150 minutes

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	• Math Centers – (asynchronous) • Tutorials / Extension (synchronous scheduled time) • Intervention / RTI • GT • AVID	
3:00 – 3:25		25 minutes
3:20 – 4:00**	Staff Office Time –	

****All teachers have a daily conference period. Teachers will publicize their “office hours” which include a portion of the conference period as well as time at the conclusion of the day to provide parents specific times to contact for assistance or have questions answered. Staggered office time throughout the day provide students with contact with teachers for direct instruction or assistance. Students will have access to all grade level / content teachers via Schoology, Google Meet, Zoom, Office 365 TEAMS.**

Daily Junior High Campus Schedule [7th – 8th Grade]		Instructional Minutes
7:00-7:45	Getting ready for learning, breakfast, listening to a story, Login to Schoology by 8:10 AM	
7:30 – 8:10	{Review daily expectations} • Safe and healthy practices (handwashing, social distancing, and face coverings) • Tutorial / Review Schedule • Breakfast	40 minutes
8:10 – 8:55**	1 st Period	45 minutes
9:00 – 9:45**	2 nd Period	45 minutes
9:50 – 10:35**	3 rd Period • Attendance	45 minutes
10:40 – 11:25**	4 th Period	45 minutes

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11:30 – 12:15**	5th Period	45 minutes
12:15 – 12:45	Lunch	30 minutes
12:45 – 1:15**	• Online Check-in (synchronous) • Tutorial / Intervention / RTI **All teachers available for synchronous tutorials	30 minutes
1:15 – 2:00**	6th Period	45 minutes
2:05 – 2:50**	7th Period	45 minutes
2:55 – 3:50**	8th Period –	55 minutes

****All teachers have a daily conference period. Teachers will publicize their “office hours” which include a portion of the conference period as well as time at the conclusion of the day to provide parents specific times to contact for assistance or have questions answered. Staggered office time throughout the day provide students with contact with teachers for direct instruction or assistance. Students will have access to all grade level / content teachers for synchronous instruction from 12:15 – 1:15 via Schoology, Google Meet, Zoom, or Office 365 TEAMS.**

Daily High School / Early College High School Campus Schedule [9th – 12th Grade]		Instructional Minutes
7:00-7:45	Getting ready for learning, breakfast, listening to a story, Login to Schoology by 8:10 AM	
7:30 – 8:25	{Review daily expectations} • Safe and healthy practices (handwashing, social distancing, and face coverings) • Tutorial / Review Schedule • Breakfast	55 minutes
8:30 – 9:20**	1st Period	50 minutes

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9:25 – 10:15**	2nd Period	45 minutes
10:20 – 11:15**	3rd Period	55 minutes
11:20 – 11:55**	• Attendance • Online Check-in (synchronous) • Tutorial / Intervention / RTI	35 minutes
	**All teachers available for synchronous tutorials	
12:00 – 12:50**	4th Period	50 minutes
12:55 – 1:25	Lunch	30 minutes
1:30 – 2:20**	5th Period	50 minutes
2:25 – 3:15**	6th Period	50 minutes
3:20 – 4:10**	7th Period –	50 minutes
4:10 -4:30	**All teachers available for synchronous tutorials/ support / reinforcement	
**All teachers have a daily conference period. Teachers will publicize their “office hours” which include a portion of the conference period as well as time at the conclusion of the day to provide parents specific times to contact for assistance or have questions answered. Staggered office time throughout the day provide students with contact with teachers for direct instruction or assistance. Students will have access to all high school content teachers for synchronous instruction from 11:20 – 11:55 via Schoology, Google Meet, Zoom, or Office 365 TEAMS.		

Summarize how your instructional schedules meet the criteria:

Component	Explanation
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What are the expectations for daily student interaction with academic content?	Students are expected to spend the same amount of time engaging in academic content remotely as they spend in-person on campus. Student schedules are designed to ensure sufficient time to master the standards for each course. Students in remote settings have schedules that match the daily in-person instruction at every grade level. The district educational staff provides instruction to all students both asynchronously and in-person. This enables remote learners to connect and receive explicit instruction in every content, engage with peers, maintain connection with the teacher of the grade and subject, and enables learners to switch between learning environments with ease and without loss of instructional time. The curriculum from the La Vega Curriculum Maps and the TEKS Resource System are used to ensure assignments, activities, and standards are addressed at the level of appropriate rigor for mastery at grade level. State guidelines are considered when developing age appropriate activities and instruction to meet minimum minutes of 180 minutes per day for students in grades PreKindergarten3 -Grade 2, 240 minutes for Grade 3 – Grade 8, and 300 minutes for Grade 9 -12. Technology devices were selected and distributed that would best meet the needs of students. Children in grades Prekindergarten – 3-year-olds through Grade 3 were issued iPads to aid with accessing and responding ease. Students at grades 4 – 12 were issued a combination of Chromebooks and laptops dependent upon the technology demands of the courses the student was enrolled. (i.e., students in some dual credit course, CTE technology classes were issued more robust devices). If parents/guardians reported lack of internet access, the district distributed every hotspot available. The district has partnered with T-Mobile and is expecting approximately 675 more hotspots to distribute. Wi-Fi access points were positioned on campus buildings to enable access from parking lots. These steps will ensure students who chose remote learning have access to the engaging content online.
How will you ensure all student groups and grade levels will have the opportunity to engage in approx. a full day of academic content every day?	All LVISD teachers design learning activities in Schoology Learning Management System. These activities and assignments provide students with connections to the prior days learning, review of content, instruction, audio/ videos or exploration of new content to connect prior knowledge with new content that bridges to opportunities to practice and reinforce the new concepts/skills through assignments, discussions, or other engaging activities with peers. Remote students will have the flexibility to access content in any order they choose, each course is designed to follow a similar structure for maximum success. Children at PreKindergarten3 through 3rd grade have multiple opportunities to connect synchronously with the classroom teacher. Students will engage in up to 60 minutes of synchronous academic instruction daily through collaboration features such as Google Meet, Zoom, and Microsoft Teams. Teachers can track student login time and assignment completions via Schoology LMS and will modify pacing and content for students based on their individual progress providing additional practice, reteach, or challenge as required by students.

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	For student in grades 4 – 12, students participate synchronously with peers and classroom teachers during posted instructional times as well as teacher posted office hours. Small group instruction time is determined on as-needed basis by teachers based on student progress in the Schoology LMS. For students at Grades 9-12, a special tutorial time, “Pirate Time” is provided in the middle of the day with static connection times to provide students with standard times to connect with all high school teachers.
What are the expectations for teacher/student interactions?	Teachers are expected to engage with students through daily feedback using multiple methods (i.e., phone, Google Meet, Zoom, Microsoft Teams, email, Schoology Collaboration tool, discussion board, feedback on assignments). Students can contact teachers for private individual instructional support through requests during teacher office hours. Teachers reach out to parents and students if inactivity occurs over a 24-hour period through SchoolStatus Text Messaging, phone calls or emails. Tutorials may be assigned to students that continue to struggle and is a requirement to attend.
How will teacher/student interactions be differentiated for students with additional learning needs?	The district provides instructional support through access to educational specialists for Special Education Inclusion, Dyslexia, Bilingual and English as a Second Language (ESL) special programs. Specialized instructional teachers are members of Professional Learning Communities and participate actively in designing engaging instruction. They provide support and guidance in accommodating or adjusting instructional activities to ensure students with needs can engage and benefit from instruction. In addition to support in designing engaging lessons, specialized support through individualized interaction is provided through the following supports. Program-wide • A continuity plan has been developed for all students served in special education. The plan addresses, not only remote learners, but also students that are required to switch to remote learner on an emergency basis. • All services, including accommodations and modifications, will be provided • All ARD meetings will be offered virtually. Parents/students can attend using audio, video, or both. • Speech, OT, PT, VI, AI and O & M services are offered virtually or in-person. The remote learners may attend in-person therapies on their home campus or on an alternate location. • Special education teachers actively engage with, monitor student engagement and progress Inclusion • Special education teacher collaborates with general education teachers at least once a week. Together the team determines necessary supplemental aides needed and strategies for explicit instructional support. • Direct student assistance is provided upon request by classroom teacher and/or student. • Special education teachers complete a <i>Student Service Log</i> and turns it in every 3 weeks documenting the support provided. Resource/Self-Contained • Special education teachers meet with students virtually at least 4x per week per content area.

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- Special education teachers collaborate in PLCs with high school content teachers for each resource program they are responsible for instructing.
- Special education teachers provide daily academic lessons
- Special education teachers complete the *Student Service Log* and turns it in every 3 weeks

Homebound

- Instruction is provided virtually to students (if appropriate).
- The student is provided 4 hours of direct synchronous instruction per week
- The homebound teacher completes a service log per session

Inclusion Paraprofessionals (Special Education and ESL)

- Participate in remote synchronous instruction times for each teacher with assigned students
- Check-in through remote tools with students assigned to their caseload to offer support
- Contact parents/guardians as directed by classroom teachers to offer support and bridge language barriers if needed to provide support for parents/guardians and the student

Key Requirement Material Design: Describe how your instructional materials support your asynchronous environment, including how all students can access instructional materials.

La Vega ISD will implement the TEKS Resource System, Texas Home Learning (THL 3.0), and state adopted instructional materials and resources as the foundational materials. The TEKS Resource System Year-at-a-Glance and Instructional Focus Document ensures vertical alignment and specificity in addressing the state standards. TRS pacing guides support the appropriate pacing and sequencing of skill instruction for mastery. The TRS Gap Implementation Tool aids teachers in potential learning gaps created from missed instruction in the previous quarter as well as the appropriate unit for reinforcement. Students' progress towards mastery of content will be measured with Texas Formative Assessment Resource, Interim Assessments, and benchmarks. Assessment calendars have been designed for each campus that will allow teachers to use data to reinforce concepts students struggle to show proficiency in mastering. Feedback to students and parents are provided formally every three weeks, and daily through Schoology in the form of teacher feedback on assignments.

Subject/ Course	Grade Level(s)	Instructional Materials	Progress Monitoring and Assessment	Is it TEKS aligned?	What resources are included to support students with disabilities?	What resources are included to support ELs?
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Mathematics <
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		Reflex Math Prodigy Math STAAR Master Defined Learning THL 3.0	TFAR Quizziz Quizlet		Envision Math (grades 1-3) Pearson Curriculum (grades 1-3; 9-12) Vmath (grades 4-6) n2y curriculum (self-contained only)	Grades 4-12 ELs are provided with instructional support either directly from the ESL teacher or via collaboration between the classroom and ESL teachers.
	7-8	Mentoring Minds TEKS Resource System GoMath IXL STAAR Master Math Edgenuity Defined Learning THL 3.0	Common formative assessments delivered online [DMAC] TFAR iStation Math Assessment (BOY<MOY< EOY) TRS Assessments enCASE Test Bank Quizziz			
	9-12	McGraw Hill TEKS Resource System ClassKick Defined Learning Texas Home Learning 3.0	Quizlet			

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ELAR & SLAR	PK3 – 4	Frog Street Waterford Texas Home Learning 3.0	Common formative assessments delivered through ESGI online Program progress monitoring via ESGI CIRCLE (PK4)	Yes, Aligned with Pre-K Guidelines	Supplemental aides	Resources embedded in curriculum Translations in both languages (dual-language classes at grades PK-4) Bilingual aide provided in the Dual Language classrooms
	Kinder	Houghton Mifflin Harcourt Waterford Texas Home Learning 3.0	Common formative assessments delivered online [DMAC] TRS Assessments enCASE Test Bank TPRI / Tejas Lee (BOY, MOY, EOY)		Access to Special Education teachers/paraprofessionals IEP documented accommodations	Bridge between two languages is provide at the end of each unit to build vocabulary in both languages. Texas Home Learning 3.0 materials include built-in supports for the EL students. Texas Home Learning 3.0 (THL 3.0) is available in English and Spanish at grades K-5.
Instructional Materials						

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	1-3	Pearson My View Literacy Reading A-Z (Raz Kids Plus) Brain Pop Spelling City Success Maker Making and Writing Words Texas Home Learning 3.0	Common formative assessments delivered online [DMAC] TEKS Resource System Assessments enCASE Test Bank TFAR (3rd Grade) TPRI (BOY, MOY, EOY)	Yes, Aligned with TEKS	IEP skill specific materials Pearson Curriculum (grades 1-3) Handwriting without Tears (grades 1-3)	Translations in both languages (dual-language classes at grades PK-4) Bilingual aide provided in the Dual Language classrooms Bridge between two languages is provide at the end of each unit to build vocabulary in both languages Texas Home Learning 3.0 materials include built-in supports for the EL students. Texas Home Learning 3.0 (THL 3.0) is available in English and Spanish at grades K-5.
	4-6	Houghton Mifflin Harcourt Intro into Reading (Storyworks grades 4 & 5) Intro to Literature (grade 6)	Common formative assessments delivered online [DMAC] TRS Assessments enCASE Test Bank			Grades 4-12 Els are provided with instructional support either directly from the ESL teacher or via collaboration between the

		Flocabulary, Success Maker EPIC NewsELA Defined Learning Texas Home Learning 3.0	TFAR STAR Reading Assessment (BOY>MOY>EOY) Defined Learning Projects Quizziz, Quizlet		Reading by Design (grades 9-12) <
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		EBSCO eBook iStation Reading Defined Learning Texas Home Learning 3.0	[7/8 grade] iStation Reading Assessment (BOY, MOY, EOY) Defined Learning Project			Bilingual dictionaries provided
	9-12	Houghton Mifflin Harcourt Bridges to Literature TexQuest EBSCO eBooks Defined Learning Edgenuity Texas Home Learning 3.0	Progress Monitoring and Unit tests in Edgenuity course content			
Science Instructional Materials	PreK 3-4	Frog Street Waterford Scholastic “My Big World” Z Space Texas Home Learning 3.0	Common formative assessments delivered through ESGI online	Yes – Aligned with Pre-K Guidelines	supplemental aides	Resources for translation of text embedded in curriculum.
	Kinder	Pearson Waterford	Common formative assessments delivered online [DMAC]	Yes,		Bridge between two languages is provided every two weeks and at the end of each

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		Scholastic "Let's Find Out" Epic Books Z Space Texas Home Learning 3.0	TRS Assessments enCASE Test Bank	Aligned with TEKS	access to Special Education teachers/paraprofessionals	unit to build vocabulary in both languages.
	1-3	Pearson Science Interactive Z Space Defined Learning Texas Home Learning 3.0	Common formative assessments delivered online [DMAC] TRS Assessments enCASE Test Bank			Texas Home Learning 3.0 materials include built-in supports for the EL students. Texas Home Learning 3.0 (THL 3.0) is available in English and Spanish at grades K-5.
	4-6	Scientific Minds StemScopes Kesler Science	Common formative assessments delivered online [DMAC]		IEP documented accommodations	Translations and vocabulary support provided by biliteracy teachers

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		Savvas Realize (online textbook) Science Doodle Flocabulary Z Space Defined Learning Texas Home Learning 3.0	TRS Assessments enCASE Test Bank TFAR Quizlet		IEP skill specific materials	Texas Home Learning 3.0 materials include built-in supports for the EL students. Texas Home Learning 3.0 (THL 3.0) is available in English and Spanish at grades K-5.
	7-8	TEKS Resource System Kesler Science Discovery Ed Science Motivation Science Fusion Science (Textbook) STEMScopes Z Space Defined Learning Texas Home Learning 3.0	Quizziz Defined Learning Projects		n2y curriculum (self-contained only)	ESL supports are embedded in the curriculum.
	9-12	PhET (online simulations) TEKS Resource System				Instruction is provided in English with Spanish supports.

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		Discovery Ed Z Space Defined Learning Texas Home Learning 3.0				
Social Studies	PK3-4	Frog Street Waterford Scholastic “My Big World”	Common formative assessments delivered through ESGI online	Yes – Aligned with Pre-K Guidelines	Supplemental aides	Resources for translation of text embedded in curriculum.
Instructional Materials	Kinder	Pearson Waterford THL 3.0 Scholastic “Let’s Find Out” Epic Books	Common formative assessments delivered online [DMAC]			Bridge between two languages is provided every two weeks and at the end of each unit to build vocabulary in both languages
	1-3	Pearson – My World Defined Learning Texas Home Learning 3.0	Common formative assessments delivered online [DMAC] TRS Assessments enCASE Test Bank			Yes, Aligned with TEKS

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					IEP documented accommodations	and Spanish at grades K-5.
	4-6	Macmillan/McGraw-Hill - Texas, Our Texas Pearson - Building Our Nation Pearson – World Cultures Pearson online resources, Flocabulary Discovery Education Defined Learning Texas Home Learning 3.0	Common formative assessments delivered online [DMAC] TRS Assessments enCASE Test Bank TFAR Quizziz,		IEP skill specific materials	Texas Home Learning 3.0 materials include built-in supports for the EL students. Texas Home Learning 3.0 (THL 3.0) is available in English and Spanish at grades K-5.
	7-8	TEKS Resource System HMH Textbook Discovery Ed	Quizlet, Defined Learning Projects		n2y curriculum (self-contained only)	Grades 4-12 Resources for translation of text is embedded in the curriculum

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		Defined Learning Texas Home Learning 3.0				
	9-12	TEKS Resource System McGraw Hill Textbooks Walch Publishing Discovery Ed Defined Learning Texas Home Learning 3.0				

Provide additional explanations of how your instructional materials meet the criteria if needed:

Component	Explanation
How will materials be designed or will be adapted for asynchronous instruction, ensuring coherence and retention on knowledge	LVISD will use the state-adopted instructional materials to support the La Vega Curriculum and the TEKS Resource System in developing the scope and sequence, minute requirements, instructional materials, and activities for both the asynchronous and in-person student. Maintaining coherence with both in-person and asynchronous learning ensures if the classroom, course, campus, or district must transition from in-person to remote learning there will be no instructional time lost. This further ensures the parents/guardians who transition between grading periods from one learning environment to another does not lose progress in mastering the state standards for each course/subject. The district has subscriptions to instructional resources to provide additional support and makes these readily available through the single-sign-on service ClassLink. Students in asynchronous and in-person learning environments can access these self-paced, adaptive learning programs. Teachers have utilized these programs and monitor student progress.

What additional supports (in addition to resources listed above) will be provided for students with disabilities and ELs?

All unit plans are designed in professional learning communities that include teachers of special populations (teams include CTE, Special Education, Gifted and Talented, and English Learner/ESL teachers). These teams of teachers make accommodations and/or modification to instructional materials according to the student's IEP or 504 plans. Bilingual Teachers at Dual Language Campuses utilize instructional materials specifically geared to ELs.

The district provides all students with Microsoft Office 365 giving accessibility features such as speech to text transcriptions, immersive reader, and language translations to support inclusive instruction.

Students with Disabilities

- A continuity plan has been developed for all students served in special education. The plan addresses, not only remote learners, but also students that are required to switch to remote learner on an emergency basis.
- All services, including accommodations and modifications, will be provided
- All ARD meetings will be offered virtually. Parents/students can attend using audio, video, or both.
- Speech, OT, PT, VI, AI and O & M services are offered virtually or in-person. The remote learners can attend therapies on their home campus or on an alternate location.
- Special education teachers are actively monitoring student engagement and progress

English Learners

- All ELs are provided support in their native language and English language acquisition skills by their teacher or a bilingual staff.
- Time is scheduled to meet with students remotely to clarify instructional goals.
- Instruction is designed to ensure the four domains of listening, speaking, reading, and writing are met.
- The four domains are addressed by adding Language objectives with content objectives.
- Intensive Plans of Instruction (IPI) are designed, within the LPAC setting, for ELs experiencing academic challenges.

Key Requirement Student Progress: Describe (or attach a description of) how you are tracking student engagement and progress in your asynchronous environment.

Component	Explanation
What is the expectation for daily student engagement?	Students are required to be engaged daily; students who do not demonstrate engagement on a given day are marked absent. Daily student engagement expectations are clearly defined, measurable, and published online for parent and students. Engagement expectations have been defined by grade level and/or subjects / courses. Student participate daily by completing instructional tasks, answering questions, submitting assignments, completing projects, submitting pictures of completed projects. Students are also encouraged to actively participate in teacher office hours for any additional support and answers to questions they may have.

What is the system for tracking daily student engagement?

Engagement is tracked by 3 different measures:

- Daily progress in Schoology (LMS)
- Daily progress via student-teacher interaction (i.e., phone call, Zoom, Google Meet, Microsoft TEAMS, facetime, discussion board, email...)
- Completion / Turn-in of assignments

Attendance

- Daily attendance is taken at a predetermined time for ADA. (varies by campus – see campus times in the schedules provided above)

Official attendance is taken every day during the second instructional hour

- 9:30 a.m. at La Vega Primary School
 - 9:45 a.m. at La Vega Elementary School
 - 9:50 a.m. at La Vega Intermediate School
 - 10:00 a.m. at La Vega Junior High
 - 10:30 a.m. at La Vega High School
- Daily attendance is taken every class period for grades 6-12, and for each core class at grades K-5.

Attendance Procedures for Student in Grades PK3 - 12 – Asynchronous

- Teacher of record marks students Present or Absent Asynchronous.
- At the beginning of the class period, the teacher of record will review submitted work for remote asynchronous students to determine if sufficient engagement is evident to merit marking Present Asynchronous in attendance. Teachers will amend attendance within the student information system to present if there is sufficient evidence that the student was engaged in Schoology from the 12:01 AM until 11:59 p.m. the day before. The teacher will make the attendance correction within the student information system within the 24-hr. period.
- For students who are Absent Asynchronous, personal contact with parents and students will be made by campus teams to determine the cause for inactivity and provide support as needed.

Team members making personalized contact include:

- a. Teacher of record
- b. Interventionist
- c. Counselor
- d. Literacy Coach
- e. Bilingual / ESL or Special Education Educator
- f. Paraprofessional or Behavior support team member
- g. Campus Administrator
- h. District Truancy Officer

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

	Information gleaned from personal contact with the parent and student will be communicated to the teacher of record for follow-up. If the student / parent contact does not yield results and resolves the “disengagement” issue, the student will be marked absent by the teacher of record. <u>For students that are quarantined due to COVID-19 or required to change learning environment from in-person to asynchronous due to COVID-19 diagnosis.</u> 1. Campus administration will notify registrars, attendance clerk, and the student’s teachers of record- of the change in learning environment status. 2. Once teachers are notified of the change, steps for taking attendance will revert to the same procedure as students selecting remote asynchronous learning environment. 3. The following day, teacher of record will review submitted work for remote asynchronous students to determine if sufficient engagement is evident to merit marking Present Asynchronous in the attendance module of the SIS. 4. If the student engaged in coursework in Schoology by 11:59 PM, the teacher of record will mark the student Present Asynchronously in the Student Information System attendance module. 5. If there is not sufficient engagement in Schoology for the course, the student will be marked Absent Asynchronously.
How are the expectations for daily student engagement consistent with progress that would occur in an on- campus environment?	La Vega staff, students and parents understand that in-person instruction may need to revert to total remote instruction in the event of a COVID-19 outbreak. All students whether in-person or remote will utilize Schoology LMS to submit assignments, receive individual feedback, complete formative checks for understanding, and access additional resources. Many of the digital tools and software used in prior years provide engaging ways to interact with content. The instructional staff continue to leverage these engagement strategies in both the in-person and asynchronous learning environments. While in-person instruction allows students to interact with peers and teacher in two-way conversations, the asynchronous learner will use interaction/collaboration tools (discussion boards, zoom, google meet, email,). Virtual tools that enable synchronous activities and check-ins also enable teachers to create a sense of classroom cohesion for all students without regard to learning environment.
What is the system for tracking student academic progress?	Students will have several assessments to track academic progress throughout the school year. All students in asynchronous or in-person learning environments will be assessed using the following systems and processes. • Beginning, Middle and End of Year benchmarking and/or diagnostic assessments are given at every grade level. ○ Prekindergarten children diagnostic assessment is CIRCLE ○ Kindergarten – 2nd grade Reading diagnostic is TPRI and TEMI for mathematics ○ Grades 3-6 identify foundation level and benchmark progress in reading and math using the Renaissance STAR ○ Grades 7-8 foundational and progress monitor in reading and math using iStation ○ Grades 9-12 determine foundation and measure progress in reading, math, and science using assessment developed from TFAR , DMAC, enCase test banks and delivered online.

- Approximately every 2-3 weeks, students take common formative assessments to measure progress in mastery of TEKS taught within a unit of study. PK3-12)
 - Common formative assessments are developed by teacher teams
 - Common formative assessment data are analyzed to determine future instruction, loopback, and interventions
 - Common formative assessment scores are reported to students' parents on progress reports every three weeks and report cards every 6-weeks
 - Assessments are developed using resources from TRS, textbooks, enCASE test bank, DMAC.
 - Assessments are delivered to all students in kiosk mode through Schoology for in-person and asynchronous learners.
- Official Grade Reporting for ALL La Vega ISD students (in-person and asynchronous learners)
 - **Daily Grades** are recorded for students in Schoology and in the SIS **Gradebook**. The grades relate directly to the mastery of the TEKS instructional objectives assigned in daily assignments and/or common formative assessments given periodically.
 - K-3 students are issued a minimum of 6 daily grades and 2 test grades for the six weeks
 - 4-6 grade students are issued a minimum of 9 daily grades and 2 test grades per six weeks.
 - 7-12 grade students are issued a minimum of 8 daily grades and 2 test grades per six weeks.
 - **Progress Reports** are provided to all students and parents every three weeks.
 - Parent Portal provides parents and students with access to daily grades
 - Parent Portal updates and averages student mastery every three weeks.
 - Notices of progress reports are sent out to all parents via district calendar and automatic notices through SchoolStatus text and email messages
 - **Report Cards** are issued to all students every six weeks.
 - Report card grades provide a measure of mastery of TEKS instruction for the six week period
 - Parent Portal provides parents and students with documentation of TEKS-based mastery
 - Report Cards can be accessed by parents and students at any time
 - Report Cards are published to all parents and students at the same time and are identified on the district calendar.

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

What is the system for providing regular (at least weekly) feedback to all students on progress?	Teachers are expected to provide daily feedback for asynchronous work within a 24-hour period. The feedback from teachers can be provided to students in a variety of methods. During small group synchronous time, office hours, tutorial time or annotated text are just a few methods utilized by La Vega teachers. The daily feedback is designed to provide students with explicit instruction with multiple opportunities to practice or use new learning while assimilating the new knowledge with prior knowledge. The daily feedback must be consistent and frequent.
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Key Requirement Implementation: Describe specific supports for educators and families to implement effective remote asynchronous instruction.

Include a sample educator professional development schedule.

Month		Description	District Leadership	Campus Leadership	Teacher / Paraprofessional /Instructional Staff	Parents/ Guardians/ Community
June	12-18	CCR Virtual Conference	X	X	X	
	16-18	AVID Virtual Conference	X	X	X	
	22	Xello Configuration and Set-up for Teachers	X	X	X	
July	16	Exceptional Virtual Teaching (TEA)	X	X	X	
	18-19	TRS Virtual Conference (TEKS Core)	X	X	X	
	21-23	Texas Teacher Reading Academy	X	X	X	
	20-21	TRS Unit planning with the IFD	X	X	X	
	30	DMAC: online assessment and data analysis		X	X	
August	2-5	Administrator Schoology Course	X	X		
	2-3	New Teacher Academy (Training on Schoology, digital resources, G Suite for Education, Special Ed, and EL effective instruction)			X	
	5	Administrator Huddle: Virtual Instruction and LVISD	X	X		
	4-10	Schoology LMS	X	X	X	
	11-12	Communication Tools – Webpage, SchoolStatus text, email, phone	X	X	X	
September	On-going	Teacher leaders in technology provided on campus support via in-person or virtually for Schoology, mass communication, and virtual interactive tools		X	X	
	8	Teacher leaders in technology (LITES) began building recorded video instructional materials for colleagues in the use of (Schoology, Office 365 Accessibility tools, ClassLink, Google Classroom, Zoom, and campus specific digital tools).	X	X		
	10		X	X		

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

	16	Partnering with Higher Ed for dual credit students at high school (MCC, TTU, TSU, TSTC)	X	X		
	17	Attendance-Discipline-Student Culture Campus Leadership – Identifying student engagement issues and helping teachers and students	X	X	X	
			X	X	X	
			X	X	X	
	21	Instructional Campus Coaches – Engaging instructional activities, Curriculum alignment, THL 3.0, TFAR, digital tools and resources	X	X	X	X
	22	Parent University – Supporting parents and community in the learning environments of LVISD	X	X	X	
	28	District Leadership Meeting		X	X	
		Guided Reading at grades 4-6		X	X	
		Balanced Literacy in PK-6 classrooms, Workstations that Work at K-3 rd grade	X	X	X	
	30	Setting up and analyzing iStation reading and mathematics diagnostic reports for grades 7-8		X	X	
October		New Teacher Mentor/Mentee progress review				
	5	Reading Academy content and digital tools to reinforce critical reading components are grades K-3, Schoology basic and advanced tools.	X	X	X	
	6	District PD on test bank systems (enCASE, TFAR, DMAC) and the effective delivery online, Schoology basic and advanced tools.	X	X	X	
	6	Unit lesson design for essential standards instruction – the lesson cycle (grades PK3-12)	X	X	X	
	8	Attendance-Discipline-Student Culture Campus Leadership – Identifying student engagement issues and helping teachers and students	X	X	X	
	14	Instructional Campus Coaches – Engaging instructional activities, Curriculum alignment, TFAR. Interim Assessment tools and resources, Data analysis for lesson design in DMAC	X	X	X	
	21	District Teacher Leaders review of the District Improvement Plan				
	22					
	27	District Leadership Meeting	X	X	X	

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

	31	- District Quality Improvement Committee – Progress Monitoring of student’s performance for the district, technology needs, solutions – parents, teachers, community - New Teacher Mentor/Mentee progress review	X X	X X	X X	X
November	10	Partnering with Higher Ed for dual credit students at high school (MCC, TTU, TSU, TSTC) – Proctoring, TSIA, SAT/ACT, support & curriculum for spring registration	X	X		
	11	District teacher leaders review of curriculum, assessment, technology for district improvement plan	X	X	X	
	12	Attendance, Discipline, and Student Services Leadership Coaching Collaboration	X	X	X	
	18	Instructional Leadership Coaching Collaboration	X	X		
	19	District Leadership Meeting	X	X		
	20	New Teacher Mentor/Mentee progress review		X	X	
December	8	Partnering with Higher Ed for dual credit students at high school (MCC, TTU, TSU, TSTC)	X	X		
	16					
	17	Student Services and Instructional Coaching Collaboration	X	X		
	18	- District Leadership Meeting - New Teacher Mentor/Mentee progress review	X X	X X	X	
January 2021	4/5	Texas Reading Academy progress monitoring; Technology tools / Schoology / Engaging digital tools for remote learning	X	X	X	
	4/5	Curriculum mapping, unit planning, District Leadership retreat planning, Schoology collaboration tools, Assessment tools	X	X	X	
	12	District Quality Improvement Committee – parents, students, community review district improvement plan	X	X	X	X
	12	Partnering with Higher Ed for dual credit students at high school (MCC, TTU, TSU, TSTC)	X	X	X	
	14					
	20	Attendance, Discipline, and Student Services Leadership Coaching Collaboration	X	X		
	21	Instructional Leadership Coaching Collaboration	X	X	X	
	21	District teacher leaders review of curriculum, assessment, technology for district improvement plan	X	X	X	
	28	District Leadership Meeting	X	X		
	29	District Health and Wellness committee		X	X	X

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

		▪ New Teacher Mentor/Mentee collaboration		X	X	
February	9	▪ Partnering with Higher Ed for dual credit students at high school (MCC, TTU, TSU, TSTC)	X	X		
	11					
	15/16	▪ Attendance, Discipline, and Student Services Leadership Coaching Collaboration	X	X	X	
	17	▪ Professional Development Days – Texas Reading Academy; Digital Tools for student achievement and engagement	X	X	X	
	18	▪ District teacher leaders review of curriculum, assessment, technology for district improvement plan	X	X	X	
	24					
	26	▪ District Leadership Meeting ▪ Instructional Leadership Coaching Collaboration ▪ New Teacher Mentor/Mentee collaboration	X	X	X	
March	2	▪ District Quality Improvement Committee – parents, students, community monitor progress	X	X	X	X
	15	▪ Professional Development Day – Digital tools for review - Texas Reading Academy, Assessment integration with Schoology, TFAR, DMAC,	X	X	X	
	17	▪ Attendance, Discipline, and Student Services Leadership Coaching Collaboration – Engaging students using Schoology Collaboration	X	X	X	
	23/24/25	▪ District Leadership Planning Retreat	X	X		
	26	▪ New Teacher Mentor/Mentee collaboration		X	X	
	31	▪ Instructional Leadership Coaching Collaboration	X	X		
April	13	▪ Partnering with Higher Ed for dual credit students at high school (MCC, TTU, TSU, TSTC)	X	X		
	15	▪ Attendance, Discipline, and Student Services Leadership Coaching Collaboration	X	X	X	
	20	▪ District Leadership Meeting	X	X		
	23	▪ ECHS/LVHS/MCC/TTU professional development for dual credit	X	X	X	
	27	▪ Instructional Leadership Coaching Collaboration	X	X		
	30	▪ New Teacher Mentor/Mentee collaboration		X	X	
May	11	▪ Partnering with Higher Ed for dual credit students at high school (MCC, TTU, TSU, TSTC)	X	X		
	18		X	X		

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

	19	▪ Attendance, Discipline, and Student Services Leadership Coaching Collaboration	X	X	X	
	20	▪ Instructional Leadership Coaching Collaboration	X	X		
	26	▪ District Leadership Planning	X	X	X	
		▪ Teacher In-Service; New Teacher Mentor/Mentee collaboration				
June	7	▪ LVISD Leadership Meeting	X	X		
	8	▪ Year in Review with University Partners (TTU, MCC, TSTC, TSU)	X	X		
	8	▪ District Quality Improvement Committee Year-end Meeting	X	X	X	X
	21-24	▪ AVID_Schoolwide Conference	X	X	X	

Summarize how your professional development for educators will support asynchronous instruction:

Component	Explanation
How will both initial and ongoing, job-embedded educator development opportunities occur?	Campus LITES (Leaders in Technology Education) are educators who freely share their expertise with colleagues. All teachers can participate in virtual trainings as outlined above as well as with their campus LITE. Short 15 minute sessions are held during staff meetings or scheduled virtually and recorded for those who are interested. Topics include Schoology, mass communication, recording and editing videos, podcasting, flipping your classroom basics, and virtual interactive tools. Topics grow and change as teacher's discover new ways to make learning more engaging or supporting students in understanding difficult concepts. District Technology Specialists Instructional Technology Specialist provide on-going virtual coaching, recorded instructional videos, and just in time support based on teacher requests and campus administrator requests. The district subscribes to a single sign-on service, ClassLink, that provides ease for teachers and students to access the tools. Training for teachers on subscriptions provided specifically for their students is provided by the Technology Specialists as requested by teacher or campus administrator (PK-K – Waterford, 1-5 – Success Maker, 7-8 – iStation, 6-12 – Xello). Other subscriptions to resources such as Discovery Education, Accelerated Reader, ClassKick Office 365, and G Suite for Education can be used to enhance learning or make content accessible for students with disabilities or Els, Training for these resources are provided to teachers upon their request. A file of recorded video trainings and guides are provided through a shared drive with all LVISD staff. Teachers and instructional support staff can gain proficiency in leveraging these resources for students. Additional assessment subscriptions to enCASE assessment bank, TFAR, and DMAC provide teachers with data to determine student progress. Professional development is provided by campus instructional coaches in using these tools with greater ease and using data to make instructional decisions.

	District Leadership Meetings Monthly mid-management leadership PLCs are held with district leaders to provide guidance in assisting teachers and instructional support members in building relationships with students, solving engagement lags for both teachers and students, aligning and reefing instructional delivery of content for rigorous instruction, analyzing data to make informed decisions and coaching instruction and discipline at the campus administrator level. The monthly PLC meetings provide an opportunity for mid-management level administrators to share successes and challenges in motivating staff and students, building relationships with students and creating learning campus cultures as they grow in campus administration proficiency.
How will professional development experiences develop educator content knowledge to support internalizing the asynchronous curriculum and analyzing and responding to data?	The professional development offerings were designed to explicitly instruct teachers in applying effective engaging instruction in the virtual learning environment. Incremental learning in the application of skills and strategies of a blended classroom to provide students with visual, auditory, and kinesthetic modalities is the goal of the professional development calendar for 2020-21. Teachers working in grade level or subject content PLCs guided by a campus LITE or District Technology Specialist provides relevant use of digital tools within the instructional framework. Throughout the year, educators will learn how to adopt different digital tools and instructional methods to provide students effective and rigorous instruction. Teachers will learn the best tool and method for: ○ Student participation in small group instruction ○ Differentiated instruction ○ Workstations – What is the teacher doing, what are the students doing in online instruction, in person, and self-directed ○ Best use of video / audio instruction ○ Lesson design for effective asynchronous learning ○ Lesson design in the flipped classroom ○ Building student relationships virtually ○ Annotating text in the virtual environment ○ Designing and delivering assessments – what tools and strategies provide the best data ○ Responding to data generated through common formative assessments

Describe your communication and support plan for families engaging with asynchronous learning:

Component	Explanation
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ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

How will you communicate the expectations for asynchronous instruction to families?	The district published the “La Vega Opening Plan for 2020-21” on the district and campus webpages. The webpage divides the difference between in-person and asynchronous instruction, expectations, grading, health and safety, food service, FAQs to aid families in selecting the best learning environment for their children. Public notices (in English and Spanish) are posted on social media outlets (Facebook, Twitter) that outlined the expectations for in-person and asynchronous learning. Family surveys were conducted to determine the interest in in-person and asynchronous learning. Campus communication in English and Spanish in the form of text messages, flyers, emails, and letters were sent to parents based on their selection of learning environment to explain the expectations of students. Parent and student phone calls are made whether the learning environment is in asynchronous or in-person if there is little or no participation / engagement. Parent conferences are held virtually by special programs staff, teachers, campus administrators to explain expectations. Bellmead chamber of Commerce newsletter provides important updates and postings of La Vega ISD announcements and activities. La Vega ISD published a quarterly newsletter that is sent to all Bellmead residents that covers the activities, announcements, and recognitions of students.
What are the expectations for family engagement/support of students?	Families are expected to support their students by: ○ Daily check-in with their student on progress in each course ○ Open communication with the student and teachers regularly ○ Communication with the campus instructional staff or administration if technology barriers exist (lack of internet, device malfunction,) ○ Support and encouragement of students in completing schoolwork through a consistent regular schedule ○ Support and transportation of students to require in-person practice, CTE practicum, course mastery demonstration requirement (construction, health science, ...) ○ Communication with campus food service for home delivery and campus pick up of nutritious daily breakfast and lunch needs ○ Request Social/Emotional support if needed from Campus Counselors

What additional supports, training, and/or resources will be provided for families who may need additional support?

Technology support

- Contact with Campus Administrator to provide hotspot, digital device, basic device troubleshooting support
- District Instructional Technology Specialist to provide more in-depth support (in English and Spanish) for email, logon, device support

District Family and Community

- Parent University – district virtual event that provides families with information with instructional topics and resources available at LVISD.
- EL/SpEd/ CIS/ Family Engagement Specialists provide families with individual and family support in digital learning tools / accessing community support / internet connectivity in family preferred language (English and Spanish)
- Parental support for families of children with disabilities in providing instructional support
- Connection to free counseling for students with severe emotional and mental health concerns
- District Quality Improvement Committee quarterly meetings that provide an avenue for improving student-family-school connections and services
- Community in Schools liaison on four campuses provides connection to community resources for families
- LVISD Engagement Specialists reach out to families to support learning, seeking solutions to barriers to learning, and offering resources to ridge gaps between home and school.

Safety and Security Audit Report

Presented for:

Board action ☐ Report/Review Only ☒

Supporting documents:

None ☒ Attached ☐ Provided Later ☐

Board Members were mailed a confidential copy of the audit.

Contact Person:

Mr. Todd Gooden

Background Information:

The Safety and Security Audit provides a snapshot of the school safety and helps identify areas in need of improvements. This proactive process help ensure students achieve their learning potential while in a safe and secure environment along with allowing us to stay on top of any safety or security issues that may arise throughout the year. School Safety Audits are conducted once every three years; the school district shall conduct a security audit and follow security audit procedures developed by the Texas School Safety Center or a comparable public or private entity. School districts shall report the results to the school board upon completion.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A[illegible]

Rescind Approval of La Vega High School Course Catalog

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☒ Attached ☐ Provided Later ☐

Contact Person:

Dr. Charla Rudd

Background Information:

According to Board Policy, documents such as course offerings are considered administrative functions and do not need to be adopted by the Board of Trustees. Additionally, changes necessitate swift movement which is slowed by waiting until presentation and approval by the Board of Trustees can be made. For example, the high school offered 7 Pre-Advanced Placement courses (English I, English 2, Algebra 1, Geometry, Chemistry, Biology, and World History). Within the first three weeks of school, the high school administration and Assistant Superintendent for Curriculum, Instruction, and Assessment were notified that the Pre-AP curricula was increasing in cost from \$1,000 to \$3,000 per course, increasing the high school budget by \$18,500. Due to budgetary concerns for this year it was determined it was best to change from using the published curricula to utilizing current curricula documents.

Fiscal Implication:

N/A

Administrative Recommendation:

The administration recommends that the Board of Trustees move to rescind approval of the 2020-2021 La Vega High School Course Catalog.

Motion:

Second:

For:

Against:

Abstain:

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Consider all matters incident and related to the issuance and sale of “La Vega Independent School District Unlimited Tax Refunding Bonds, Series 2012”, including the adoption of an order authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to authorized officials of the District

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Ms. Diane Roepke

Background Information:

The 2012 Refunding bond Series in the amount of \$8,795,000 is eligible for refunding between December 2020 and February 2021 allowing the district a significant savings and reduction in interest. Mr. Jeff Robert from Hilltop Securities will be here to present more information on the potential refunding and process.

Fiscal Implication:

Potential savings of \$1,151,204 over the life of the bond

Administrative Recommendation:

Recommendation to adopt the order to delegate final pricing authority to the Superintendent or Deputy Superintendent regarding the refunding of these bonds.

Motion:

Second:

For:

Against:

Abstain:



Contact

Jeff Robert

1201 Elm Street

Suite 3500

Dallas, Texas 75270

214.953.8744

jeff.robert@hilltopsecurities.com



Series 2021 Parameter Refunding Bond Issuance Information

October 20, 2020

La Vega Independent School District



Presentation Topics

- Bond Issue to be Refunded
- Current/Historical Tax Exempt Rates
- Potential Refunding Results
- Parameter Bond Order
- Proposed Parameters



Bond Issue to be Refunded

Unlimited Tax Refunding Bonds, Series 2012	
Total Callable Principal Amount:	\$8,795,000
Callable Maturities:	2024 – 2034
Interest Rates	3.125% - 3.50%
Call Date:	2/15/21
Final Maturity Date:	2/15/34

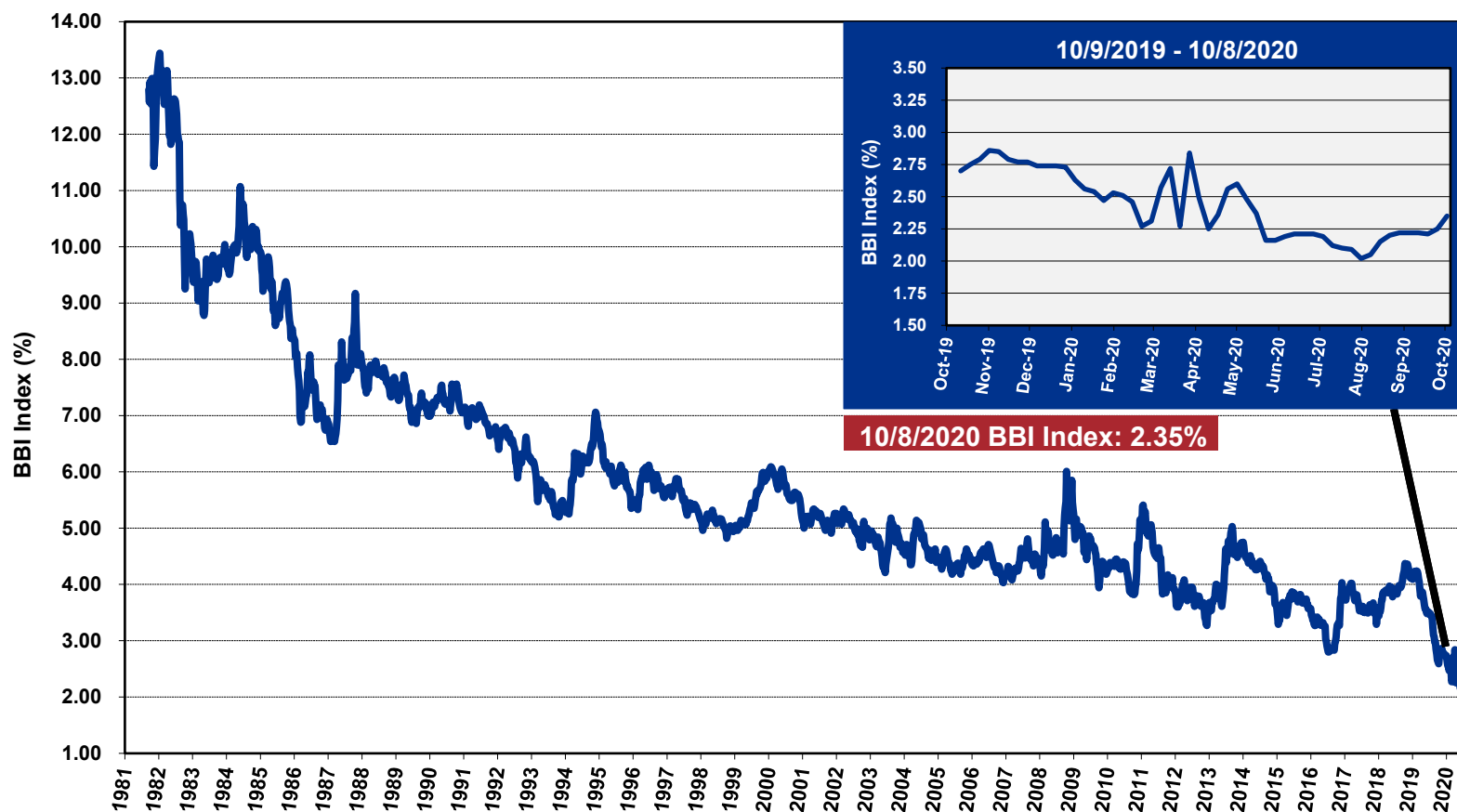
LA VEGA INDEPENDENT SCHOOL DISTRICT

NOTE: The Series 2012 refunded the District's Series 2004 bond issue resulting in savings of \$1,749,832. This Refunding Bond issue must will price in early December and close in January because the Series 2020 refunding that closed in February was designated as 'bank qualified' in order to achieve lower interest rates/higher savings - \$2,134,215 in savings.



Historical Tax Exempt Interest Rates – BBI 20 Yr Index

**Bond Buyer 20 Year GO Index
September 1981 - October 8, 2020**



Bond Buyer 20 Year GO Index is a weekly index estimating the composite yield on 20 general obligation bonds rated "A" or better.

This graph depicts historical interest rates. Future interest rates are dependent upon many factors such as, but not limited to, interest rate trends, tax rates, the supply and demand of short term securities, changes in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of changes in such factors individually or in any combination could materially affect the relationships and effective interest rates. These results should be viewed with these potential changes in mind as well as the understanding that there may be interruptions in the short term market or no market may exist at all.



Potential Refunding Results – 10/13/20 Rates + 0.25%

ASSUMPTIONS

Dated / Delivery Date:
First Coupon:
Avg. Interest Rate on Refunded Bonds:
Total Principal Refunded:

1/5/2020	Gross Debt Service Savings:
2/15/2021	Present Value Debt Service Savings:
3.43%	True Interest Cost:
\$ 8,795,000	PV Savings as a % of Refunded Principal:

\$	1,015,434
\$	872,925
	1.94%
	9.93%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
PROJECTED DEBT SERVICE SAVINGS USING 10/13/20 PSF TAX EXEMPT INTEREST RATES PLUS 0.25%								
FYE	Refunded Series 2012 Debt Service			Series 2021 Refunding Debt Service			Projected Savings	
31-Aug	Principal	Interest	Total	Principal	Interest	Total		
2021		\$ 300,988	\$ 300,988	\$ 130,000	\$ 167,022	\$ 297,022	\$	3,965
2022		300,988	300,988	-	272,600	272,600		28,388
2023		300,988	300,988	-	272,600	272,600		28,388
2024	615,000	290,225	905,225	555,000	264,275	819,275		85,950
2025	635,000	268,350	903,350	570,000	247,400	817,400		85,950
2026	655,000	245,775	900,775	585,000	230,075	815,075		85,700
2027	680,000	222,413	902,413	605,000	212,225	817,225		85,188
2028	705,000	198,175	903,175	625,000	193,775	818,775		84,400
2029	725,000	173,150	898,150	635,000	174,875	809,875		88,275
2030	760,000	147,163	907,163	665,000	155,375	820,375		86,788
2031	785,000	120,125	905,125	685,000	131,700	816,700		88,425
2032	1,040,000	88,188	1,128,188	940,000	99,200	1,039,200		88,988
2033	1,080,000	53,113	1,133,113	985,000	60,700	1,045,700		87,413
2034	1,115,000	18,119	1,133,119	1,025,000	20,500	1,045,500		87,619
Totals	\$ 8,795,000	\$ 2,727,756	\$ 11,522,756	\$ 8,005,000	\$ 2,502,322	\$ 10,507,322	\$	1,015,434

Bonds to be Refunded

	Principal Refunded	Maturities Refunded	Refunded Bonds Interest Rate	Refunded Bonds Call Date
U/L Tax Ref Bonds, Series 2012	\$ 8,795,000	2024 - 2034	3.125% - 3.50%	2/15/2021



Parameter Refunding Bond Order

- ☐ Allowed under Section 1207 of Texas Government Code
- ☐ Board delegates final pricing authority to Board selected Pricing Officers
- ☐ Board establishes and approves bond sale parameters within Parameter Refunding Order:
 - Maximum Principal Amount
 - **Minimum Savings Threshold**
 - Maximum Interest Rate
 - Final Maturity Date
 - Expiration of Delegated Authority
- ☐ **Pricing Officers can only approve sale if Board parameters are met**

Flexibility & Market Timing – Bond issue is in ‘Day-to-Day’ mode meaning that refunding bonds can be priced at any time and in an interest rate environment that is hopefully the most advantageous to LVISD rather than being locked into pricing on the date of a Board meeting.

NOTE: LVISD has utilized the Parameter Process on all of its refunding bond issues since 2006

Proposed Parameters Included in Bond Order

- ☐ Delegated Pricing Officers: **Superintendent or Deputy Superintendent for Finance**
- ☐ Maximum Principal Amount : **\$8,795,000** *(Principal Amount NOT Increased)*
- ☐ Minimum Savings: **8.00% Present Value**
- ☐ Maximum True Interest Cost: **3.00%**
- ☐ Final Maturity Date: **2/15/34** *(Final Maturity NOT Extended)*
- ☐ Expiration of Parameter Authority: **180 Days**

Delegated Pricing Officers can only approve transaction if these parameters are met

AN ORDER authorizing the issuance of "La Vega Independent School District Unlimited Tax Refunding Bonds, Series 2021"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said Bonds, including establishing parameters therefor and delegating matters to authorized District officials

WHEREAS, the Board of Trustees of the La Vega Independent School District (the "District") has heretofore issued, sold, and delivered, and there are currently outstanding bonds of the District payable from ad valorem taxes of the following issue or series (hereinafter called the "Refunded Bonds"), to wit: "La Vega Independent School District Unlimited Tax Refunding Bonds, Series 2012," dated April 15, 2012; and

WHEREAS, pursuant to the provisions of Texas, Government Code, Chapter 1207, as amended, the Board of Trustees of the District is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Bonds, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Section 1207.007, Texas Government Code, as amended, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof and to select the specific maturities (whole or part) of the Refunded Bonds to be refunded; and

WHEREAS, the Board of Trustees hereby finds and determines that it is a public purpose and in the best interests of the District to refund the Refunded Bonds in order to achieve present value savings of at least 8.00%, with such savings, among other information and terms, to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Texas Government Code, Section 1207.007, as amended; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE LA VEGA INDEPENDENT SCHOOL DISTRICT:

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title "LA VEGA INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2021" (herein referred to as the "Bonds"), for the purpose of (i) providing funds for the discharge and final payment of certain obligations of the District (identified in the preamble hereof and referred to as the "Refunded Bonds") and (ii) to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended. The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate.

SECTION 2: Fully Registered Interest Paying/Non-Interest Paying Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and as either or both "Current Interest Bonds" (obligations paying accrued interest to the holders or owners on and at

stated intervals prior to maturity) and "Capital Appreciation Bonds" (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) Current Interest Bonds. Current Interest Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Current Interest Bonds as set forth in the Pricing Certificate.

Current Interest Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Current Interest Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the Pricing Certificate.

(b) Capital Appreciation Bonds. Capital Appreciation Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall each be issued in Maturity Amounts (the "Accreted Value" [as hereinafter defined] at maturity) of \$5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered "CAB-" and numbered consecutively from One (1) upward, and the original principal amounts of the Capital Appreciation Bonds, shall accrue interest at the interest rate(s) stated in the Pricing Certificate, and shall become due and payable on a date certain in each of the years (the "Stated Maturities") in the Maturity Amounts set forth in the Pricing Certificate.

Interest on the Capital Appreciation Bonds shall accrue from the date of delivery of the Bonds to the initial purchasers, and be compounded semiannually in each year on the dates (the "Compounding Dates"), and commencing on the date, set forth in the Pricing Certificate, until the Stated Maturity or earlier redemption thereof. The accrued interest on Capital Appreciation Bonds shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term "Accreted Value", as used herein with respect to Capital Appreciation Bonds, shall mean the original principal amount of a Capital Appreciation Bond, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the Pricing Certificate therefor and, with respect to each \$5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the Pricing Certificate and in the Official Statement referred to in the Pricing Certificate. For any day other than a Compounding Date, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Texas Government Code, Section 1207.007, as amended, the Superintendent of Schools or Deputy Superintendent for Finance (either, the "Pricing Officer") is hereby authorized to act on behalf of the District in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including, selecting the specific maturities (whole or part) of the Refunded Bonds to be refunded, determining the aggregate original principal amount of the Bonds, the date of the Bonds, any different designation or title by which

the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate or rates of interest to be borne by each such maturity, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrar, the designation of an Escrow Agent satisfying the requirements of Texas Government Code, Chapter 1207, as amended, and all other matters relating to the issuance, sale, and delivery of the Bonds, including any modification of the Rule 15c2-12 continuing disclosure undertaking contained in Section 35 hereof, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$8,795,000;
- (ii) the true interest cost rate of the Bonds shall not exceed 3.00%;
- (iii) the refunding must produce present value savings of not less than 8.00%, net of any District contribution; and
- (iv) the final maturity of the Bonds shall not exceed February 15, 2034.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (hereinafter defined).

(b) The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the adoption of this Order.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States

Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the "Designated Payment/Transfer Office"). Interest accrued on a Capital Appreciation Bond shall be payable at its Stated Maturity or redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest Bond shall be paid by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date on the Current Interest Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Current Interest Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like kind (Current Interest Bonds or Capital Appreciation Bonds), maturity and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bonds authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity and of a like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as

nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the District by the President or Vice President of the Board of Trustees of the District under its seal reproduced or impressed thereon and attested by the Secretary or Assistant Secretary of the Board of Trustees of the District. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8: Initial Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds of the appropriate kind (Current Interest Bonds and Capital Appreciation Bonds) as specified in the Pricing Certificate, being (i) a single, fully registered Current Interest Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered TR-1, and (ii) a single, fully registered Capital Appreciation Bond in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided, in the Pricing Certificate and numbered TCAB-1 (hereinafter called the "Initial Bonds") and the Initial Bonds shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Bonds) or Maturity Amounts (with respect to the Capital Appreciation Bonds) and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with

such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms. A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bonds shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

B. Form of Definitive Bonds.

[CURRENT INTEREST BONDS]

REGISTERED
NO. R-_____

REGISTERED
PRINCIPAL AMOUNT
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
LA VEGA INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2021

Bond Date:

Interest Rate:

Stated Maturity:

CUSIP NO:

Registered Owner:

Principal Amount:

DOLLARS

The La Vega Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of McLennan, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this

Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain obligations of the District and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the "Order"). The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$ _____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$ _____ and pay no accrued interest prior to their Stated Maturities.

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20____
Redemption Date Principal Amount
_____, 20 \$ _____

Term Bonds Due _____ 20____
Redemption Date Principal Amount
_____, 20 \$ _____

Term Bonds Due _____, 20____
Redemption Date Principal Amount
_____, 20 \$ _____
_____, 20 \$ _____

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Current Interest Bonds maturing on and after _____, 20____ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, 20____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the

redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Current Interest Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Current Interest Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by

law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

LA VEGA INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

[CAPITAL APPRECIATION BONDS]

REGISTERED
NO. CAB-_____

REGISTERED
MATURITY AMOUNT
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
LA VEGA INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2021

Bond Date:

Stated Yield:
_____ %

Stated Maturity:

CUSIP NO:

Registered Owner:

Maturity Amount:

DOLLARS

The La Vega Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of McLennan, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Maturity Amount stated above (or so much thereof as shall not have been paid upon prior redemption). The Maturity Amount of this Bond represents the accretion of the original principal

amount of this Bond (including the initial premium, if any, paid herefor) from the date of delivery to the initial purchasers to the Stated Maturity and such accretion in value occurring at the above Stated Yield and compounding on _____, and semiannually thereafter on _____ and _____. A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is printed on this Bond or attached hereto. The term "Accreted Value", as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid herefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the Stated Yield for the Stated Maturity shown above and in the above referenced Table of Accreted Values. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Accreted Value of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain obligations of the District and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the "Order"). The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$_____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$_____ and pay no accrued interest prior to their Stated Maturities.

The Capital Appreciation Bonds maturing on and after _____ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in Maturity Amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of the Accreted Value (as determined and defined herein) as of the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Maturity Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such

Bond (or the portion of its Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Maturity Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the Maturity Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

LA VEGA INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

NOTE TO PRINTER: Print the "Table of Accreted Values" on the Bonds as called for in paragraph one.

C. Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (
THE STATE OF TEXAS (REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

D. Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____,
_____ is the Designated Payment/Transfer Office for this Bond.

_____,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number: _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

F. The Initial Bonds for the Current Interest Bonds and the Capital Appreciation Bonds shall be in the respective forms set forth therefor in paragraph B of this Section, except the form of a single Initial Bond shall be modified as follows:

[Current Interest Initial Bond]

Heading and paragraph one shall be amended to read as follows:

NO. TR-1 \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
LA VEGA INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2021

Bond Date:
_____, 2020

Registered Owner:

Principal Amount:

The La Vega Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of McLennan, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule:

Stated
Maturity

Principal
Amount

Interest
Rate(s)

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a prepayment date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

[Capital Appreciation Initial Bond]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED
NO. TCAB-1

MATURITY AMOUNT
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
LA VEGA INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2021

Bond Date:
_____, 2020

Registered Owner:

Maturity Amount:

The La Vega Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of McLennan, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the aggregate Maturity Amount stated above on _____ in each of the years and in installments in accordance with the following schedule:

<u>Year of</u> <u>Maturity</u>	<u>Installment</u> <u>Maturity</u> <u>Amount</u>	<u>Stated</u> <u>Yield(s)</u>
-----------------------------------	--	----------------------------------

(Information to be inserted from Pricing Certificate).

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of maturity from the date of delivery to the initial purchasers (_____) to the respective years of maturity (including the initial premium, if any, paid by the initial purchasers) and such accretion in values occurring at the respective Stated Yields and compounding on _____, and semiannually thereafter on each _____ and _____. A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is attached to this Bond. The term "Accreted Value", as used herein, means the original principal amount of this Bond plus premium, if any, paid herefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The installments of the Maturity Amount of this Bond are payable in the years of maturity to the registered owner hereof, without exchange or collection charges, by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Levy of Taxes. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from

all other funds of the District and shall be deposited in the "SPECIAL SERIES 2021 UNLIMITED TAX REFUNDING BOND FUND" or such other designation as specified in the Pricing Certificate (the "Interest and Sinking Fund") to be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to the payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Texas Education Code, Section 45.0031, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on the Bonds unless the District has deposited to the credit of the Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with said Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Texas Education Code, Chapter 46, as amended, and while said Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the Interest and Sinking Fund for the Bonds, the District covenants and agrees to deposit to the credit of the Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for the Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the Interest and Sinking Fund.

The President, Vice President, Secretary and Assistant Secretary of the Board of Trustees, the Superintendent of Schools and Deputy Superintendent for Finance of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with

the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12: Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) (with respect to Current Interest Bonds) and Maturity Amounts (with respect to Capital Appreciation Bonds) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise provided in the Pricing Certificate, the term "Government Securities," as used herein, means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (d) any other then authorized securities or obligations under applicable law that may be used to defease obligations such as the Bonds.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13: Order a Contract - Amendments - Outstanding Bonds. This Order, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section and in Section 35 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount or Maturity Amount, as the case may be, of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Order with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Order, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition,

construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of

any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the President, Vice President, Secretary and Assistant Secretary of the Board of Trustees of the District, the Superintendent of Schools and Deputy Superintendent for Finance, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original bonds refunded by the Bonds were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued, and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are a current refunding in that the Refunded Bonds will be paid or redeemed within ninety (90) days of the date of the delivery of the Bonds.

(m) Qualified Tax Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Bonds as "qualified tax-exempt obligations" in accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code in the event the Bonds qualify for such designation and confirm that the Bonds are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the District (including all subordinate entities of the District) for the calendar year in which the Bonds are issued will not exceed the applicable limitation.

SECTION 15: Sale of Bonds – Official Statement. The Bonds authorized by this Order may be sold by the District to the purchaser(s) (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with a bond purchase agreement (the "Purchase Contract"), (ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the District and as the act and deed of this Board.

With regard to such terms and provisions of said Purchase Contract as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;

3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the District's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the District to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the District under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the District;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute said Purchase Contract for and on behalf of the District and as the act and deed of this Board.

The President or Vice President, Secretary and Assistant Secretary of the Board of Trustees of the District are further authorized and directed to deliver for and on behalf of the District copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such Preliminary Official Statement and final Official Statement in the form and content as approved by the Pricing Officer shall be deemed to be approved by the Board of Trustees of the District and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Refunded Bonds.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amount set forth in the Pricing Certificate, are called for redemption on the first date such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the order adopted by the Board of Trustees of the District, which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to provide documentation, including a copy of this Order and the Pricing Certificate, to the paying agent/registrar for the Refunded Bonds, together with a suggested form of notice of redemption to be sent to bondholders, such suggested form of notice of redemption for the Refunded Bonds to be substantially the form set forth as an exhibit to the Pricing Certificate, in accordance with the redemption provisions applicable to the Refunded Bonds.

(b) The paying agent/registrar for the Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the order authorizing the Refunded Bonds

and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date, including making a lot selection with respect to the redemption of any partial maturities of the Refunded Bonds.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the paying agent/registrars for the Refunded Bonds or the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 17 of this Order and by the Pricing Officer.

SECTION 17: Special Escrow Agreement. A "Special Escrow Agreement" (the "Escrow Agreement") by and between the District and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the District and as the act and deed of this Board of Trustees; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by the Board of Trustees and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of said Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;
2. The creation and funding of the Escrow Fund; and
3. The Escrow Agent's compensation, administration of the Escrow Fund, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the District in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement (the "Escrowed Securities"), and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "LA VEGA INDEPENDENT SCHOOL DISTRICT SERIES 2021 UNLIMITED TAX REFUNDING BOND ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Order, the Pricing Certificate, and the Escrow Agreement. At the written direction of the District, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and enter into any associated contract with a provider of Escrowed Securities as long as any such substituted Escrowed Securities mature on the dates and in the amounts specified in the Verification Report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Bonds when due. All Escrowed Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the District's best interest, the Pricing Officer is authorized to provide such written direction of the District to the Escrow Agent and sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement from time to time.

To the extent an Escrow Agreement is not required in connection with the issuance of the Bonds, the Pricing Officer is authorized to enter into a deposit letter agreement or such other

comparable document which evidences the receipt of refunding bond proceeds with the paying agent for the Refunded Bonds. The deposit letter agreement or such other comparable document as executed by the Pricing Officer shall be deemed approved by the Board of Trustees and constitute the agreement herein approved.

SECTION 18: Control and Custody of Bonds. The President of the Board of Trustees shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 19: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and accrued interest received from the Purchasers of the Bonds, if any) shall be deposited with the entity designated by the Pricing Officer in the Pricing Certificate for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited for the payment and redemption of the Refunded Bonds shall be disbursed for payment of costs of issuance or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the District or its Financial Advisor.

Additionally, the Pricing Officer shall determine the amount of any District contribution to the refunding from moneys on deposit in the interest and sinking funds maintained for the payment of the Refunded Bonds.

SECTION 20: Notices to Holders-Waiver. Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

SECTION 22: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US

LLP, Attorneys, Dallas, Texas ("Bond Counsel"), approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The Board of Trustees confirms Norton Rose Fulbright US LLP as the District's Bond Counsel.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24: Further Procedures. Any one or more of the President, Vice President, Secretary and Assistant Secretary of the Board of Trustees, the Superintendent of Schools and the Deputy Superintendent for Finance, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President, Secretary and Assistant Secretary of the Board of Trustees, the Superintendent of Schools and the Deputy Superintendent for Finance of the District or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 25: Benefits of Order. Nothing in this Order or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or the Pricing Certificate or any provision hereof, this Order and the Pricing Certificate and all their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

SECTION 26: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 27: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 28: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 30: Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board of Trustees of the District hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31: Incorporation of Findings and Determinations. The findings and determinations of the Board of Trustees of the District contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

SECTION 32: Permanent School Fund Guarantee. The Bonds may be sold with the principal of and interest thereon being guaranteed by the "Permanent School Fund" created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the "Commissioner") for the Bonds to be, subject to compliance with the Texas Education Agency's rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Texas Education Code, Subchapter C of Chapter 45, as amended.

In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds as eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(i) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (e) such other information as the Commissioner shall require.

(ii) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(iii) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code shall prevail, to the extent of conflict, over the provisions

of Section 21 hereof, and such amount or amounts paid with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(iv) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the Bonds.

(v) Written notice advising of the defeasance of the Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the Bonds, and such defeasance shall cause the guarantee of the Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

SECTION 33: Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 34: Credit Enhancement. The Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program, Section 45.251, et seq., Texas Education Code. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

SECTION 35: Continuing Disclosure Undertaking. This Section 35 shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The District shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the District beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the District of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the District shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Material Event Notices. The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to

- undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the events described in immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the Bonds while, but only while, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an "obligated person".

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation

or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 36: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 37: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this October 20, 2020.

LA VEGA INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(District Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____ (this "Agreement"), by and between _____, _____, Texas, a banking corporation duly organized and existing under the laws of the _____ and authorized to do business in the State of Texas, or its successors (the "Bank") and the La Vega Independent School District (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "La Vega Independent School District Unlimited Tax Refunding Bonds, Series 2021" (the "Securities"), dated _____, 2021, and such Securities are to be issued in fully registered form only and in part as "Current Interest Bonds" (bonds paying interest at stated intervals on and prior to the Stated Maturities) and in part as "Capital Appreciation Bonds" (bonds paying no interest prior to their Stated Maturity); such Securities scheduled to be delivered to the initial purchasers on or about _____, 2021; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Current Interest Bonds and the Maturity Amount (the original principal amount with accrued and compounded interest thereon) with respect to Capital Appreciation Bonds as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to

the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the

Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document (i) the principal of a Current Interest Bond is scheduled to be due and payable and (ii) the Maturity Amount of a Capital Appreciation Bond is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” “Current Interest Bonds”, “Capital Appreciation Bonds” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Current Interest Bond and Maturity Amount of each Capital Appreciation Bond at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Current Interest Bond when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Current Interest Bonds (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Current Interest Bonds and the Maturity Amounts of the Capital Appreciation Bonds on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Current Interest Bonds and Maturity Amount of the Capital Appreciation Bonds to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security

Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such

paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and

records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan and Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

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

By:_____

Title: _____

Address: _____

LA VEGA INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

Address: 400 E. Loop 340
Waco, Texas 76705

Attest:

Secretary, Board of Trustees

ANNEX A
FEE SCHEDULE

Consider Approval of School Telehealth Pilot

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Dr. Sharon M. Shields

Background Information:

La Vega administration has begun discussion with the Heart of Texas Community Health Center (dba) Family Health Center to collaborate to provide School Telehealth to our district. The implementation of this collaboration will allow our students to be seen by a medical physician or physician assistant while at school. The medical personnel will be on call and available to the school nurse to when needed during school hours. Families would have to sign up for the service. The district would not be financially responsible for any services provided by the Heart of Texas Community Health Center. Additional information is available in the attachments.

Fiscal Implication:

N/A

Administrative Recommendation:

Recommend that the Board approve the administration to develop a mutually agreed upon Memorandum of Understanding and proceed with implementation of the School Telehealth district-wide.

Motion:

Second:

For:

Against:

Abstain:

Data Sharing Agreement

This Data Sharing Agreement (the “Agreement”) is made between Heart of Texas Community Health Center (dba Family Health Center) (“Contractor”) and La Vega ISD (the “District”). The District and Contractor will be collectively referred to as the “Parties.”

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Education Data” shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their participation in this agreement. “Education Data” also specifically includes all “personally identifiable information” as that term is defined in 34 C.F.R. § 99.3.
- B. “Health Data” shall include any and all data and information that the Contractor furnishes to District or authorized end users or that District personnel encounter through their participation in this agreement. “Health Data” includes, but is not limited to, Individually Identifiable Health Information and other data protected by the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936, (“HIPAA”), Contractor employee and organizational data, and healthcare protocols. Contractor shall prepare and furnish Health Data in accord with HIPAA Regulations. Data sets can be identified, de-identified, or a limited data set.
- C. All data accessed or used by the Contractor or District shall at all times be treated as confidential by Contractor and District. As detailed in section 2, Parties recognize that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Parties agree to comply with said restrictions.
- D. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the “HIPAA Regulations,” 45 C.F.R. §§ 160.101 et seq., as amended from time to time.

2. PURPOSE, SCOPE AND DURATION.

- A. For Contractor to provide services to the District it may become necessary for the District to share certain data related to the District’s students, employees, business practices, and/or intellectual property.
- B. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, (“FERPA”), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As detailed in section 2C, the Parties agree that Contractor is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Contractor: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of personally identifiable information from education records.

- C. Notwithstanding anything to the contrary in the Agreement, the Standards for Privacy of Individually Identifiable Health Information promulgated under HIPAA (the “Privacy Standards”), the Security Standards promulgated under HIPAA (the “Security Standards”), the Health Information Technology for Economic and Clinical Health Act provisions enacted under Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115, (“HITECH”), and any other federal, state or local law which governs patient information, when applicable, shall control over the terms of this Agreement with regard to Contractor providing information to the District regarding any person, District providing information to the Contractor regarding any person, and Parties’ individual use of Health Data. District acknowledges that Contractor is a “Covered Entity” as defined within the above-referenced laws, and to which the above-referenced laws and standards apply.
- D. The parties expect and anticipate that Contractor may receive personally identifiable information in education records from the District only as an incident of service or training that Contractor provides to the District pursuant to this Agreement. Contractor shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Contractor represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
- E. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Contractor provides services to the District. Parties’ obligation to comply with data privacy laws and regulations listed above shall survive beyond the termination of Contractor’s services.

3. DATA COLLECTION.

- A. Parties will only collect data necessary to fulfill their duties as outlined in this Agreement.

4. DATA DE-IDENTIFICATION.

- A. Upon prior written approval by the District, Contractor may use de-identified Education Data for product development, research, or other purposes.
- B. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information and location information. Further, Parties agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party authorized to receive such data pursuant to this Agreement unless that party agrees not to attempt re-identification.

5. DATA SHARING.

- A. Contractor shall not (1) disclose any Education Data to any party except as provided in this Agreement, (2) make any use of Education Data except as provided in this Agreement, or (3) make Education Data available to its employees or agents except those who have been authorized to use the information. Contractor shall provide a list of third parties (“Affiliates”) as requested by District. District shall provide a list of third parties as requested by Contractor. District will not share Health Data with any third party without express written consent from Contractor.
- B. Subcontractors: Contractor may employ third parties to assist with the performance of Professional Services; however, Contractor is solely responsible for ensuring that any

third party performing Professional Services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. Contractor shall pay all fees, wages, salaries, and other amounts due any third party in connection with Contractor's performance of its obligations under the Agreement and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.

- C. When sharing personally identifiable information with a third party, Contractor will require such party to comply with this Agreement or a HIPAA-compliant Business Associate Agreement.
- D. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide notification in writing to the District within 72 hours of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

6. DATA TRANSFER OR DESTRUCTION.

- A. Contractor will ensure that all Education Data in its possession and in the possession of any subcontractors or agents to which the Contractor may have transferred data are destroyed or transferred to the District under the direction of the District when the data are no longer needed for the specified purpose. However, Contractor will retain any data that becomes part of patients' medical records through Contractor's provision of services or that the Contractor is otherwise required to retain under HIPAA and related laws and regulations.

7. ACCESS.

- A. Any Education Data held by Contractor will be made available to the District immediately upon request by the District, except to the degree that HIPAA and related regulations prohibit the Contractor from sharing data.

8. SECURITY CONTROLS.

- A. Contractor shall store and process data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure and use.
- B. Contractor shall maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, Secure Sockets Layer ("SSL"). Contractor shall implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards ("PCI-DSS").
- C. All of the Contractor's personnel shall be trained on information security. The Contractor's information security policy shall require that all personnel who come into contact with District data receive training on the proper techniques for handling such data. Such training is required on at least an annual basis. District shall ensure that District employees, contractors and affiliates complete HIPAA privacy training provided by Contractor prior to accessing Health Data.

9. NOTIFICATION OF AMENDMENTS TO POLICIES.

- A. Contractor shall not change how Education Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to the District.
- B. Contractor shall provide notice to the District of any substantive change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures within thirty (30) days of the implementation of any such change. The District may terminate the Agreement with Contractor upon notification of amendment to such terms.

10. NOTIFICATION OF DATA BREACH.

- A. When either Party becomes aware of a disclosure or security breach concerning any data covered by this Agreement, applicable Party shall notify other Party within 24 hours and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
- B. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at either Party's discretion, result in either Party immediately terminating this Agreement. Contractor agrees that upon termination of this agreement due to such a breach, District may refuse to enter into a contract with Contractor or otherwise allow Contractor access to any District data for a period of not less than five (5) years.
- C. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s), in which the District shares data with Contractor, this Agreement and such underlying agreement(s) may be terminated by the District if Contractor fails to cure such breach within thirty (30) days of receiving written notice from the District of such breach (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.

11. NOTICE AND CONSENT.

- A. District acknowledges and agrees that the collection, input, use, retention, disposal, and disclosure of any District data, including Personally Identifiable Information submitted via the Applications to the Hosting Services are controlled solely by District and thus the District is deemed the data controller of the District data. District represents and warrants it has provided all notices and obtained all consents from the Users (or such User's parent) required under applicable Privacy Laws to collect, use, disclose and transfer District data, including Personally Identifiable Information contained therein, to Contractor via the Applications and Hosting Services for Contractor to collect and use to fulfill its rights and obligations under the Agreement and as set forth in the Privacy Policy. District agrees to hold Contractor harmless and indemnify Contractor for costs incurred, including attorney's fees, related to the District's failure to properly protect personally identifiable information as described in this paragraph.

12. TERMINATION

- A. If Contractor ceases to perform services for the District that requires access to data, Contractor shall return to the District all Education Data delivered to it or collected during the course of the Agreement. Further, Contractor shall certify to the District in writing within ten (10) business days that all copies of the Education Data stored in any manner by Contractor have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable.

Industry best practices do not include simple file deletions or media high level formatting operations. Notwithstanding other provisions of this paragraph, Contractor, will retain any data that becomes part of patients' medical records through Contractor's provision of services or that the Contractor is otherwise required to retain under HIPAA and related laws and regulations.

- B. If Contractor ceases to perform services for the District that requires District access to Health Data, District shall return to Contractor all Health Data delivered to it or collected during the course of the Agreement. Further, District shall certify to Contractor in writing within ten (10) business days that all copies of the Health Data stored in any manner by District have been returned to the Contractor and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

13. SEVERABILITY

- A. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.

14. ENTIRE AGREEMENT.

- A. This document states the entire Agreement between Contractor and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements. This Agreement is governed by the laws of the State of Texas. Venue shall lie in McLennan County, Texas, for any dispute arising out of this Agreement.

Family Health Center

Signature of Authorized Representative

Dr. Jackson Griggs

Printed Name

Chief Executive Officer

Position

Date

La Vega ISD

Signature of Authorized Representative

Printed Name

Position

Date

MEMORANDUM OF UNDERSTANDING
between
La Vega ISD and
Heart of Texas Community Health Center (dba Family
Health Center)

This Cooperative Agreement is agreed and entered into by and between La Vega ISD ("District") and Heart of Texas Community Health Center dba Family Health Center ("Contractor") and is effective upon full execution.

WHEREAS, Contractor wishes to provide programs and services on La Vega ISD campuses consistent with the following mission or purpose:

NOW THEREFORE, Contractor and District agree as follows:

1. Term of Agreement: This agreement shall commence on July 1, 2020 and end on June 30, 2021. This will allow for a one year pilot period. Provided that the Agreement is still in effect, the agreement will automatically renew in successive two-year terms unless terminated in writing by either party. Renewal will be upon the same terms and provisions set forth herein. Renewal modifications shall be made by amendment to this Agreement, in writing and signed by authorized representatives of Contractor and District.
2. Funding: Funding for services shall be provided by Contractor. No fees will be charged to District. Contractor will bill third-party payors where applicable. Uninsured students will be screened by Contractor's eligibility staff for Contractor's sliding fee scale program. Students who qualify for Contractor's sliding fee scale program will be charged a percentage of standard charges for services received, including a 100% discount for students with household income below 100% of the federal poverty level and reduced fees for those between 100% and 200% of the federal poverty level.
3. SERVICES TO BE PROVIDED BY CONTRACTOR (SCOPE OF WORK) AND BY DISTRICT:

Contractor agrees to provide to District:

- School-based telemedicine services to students enrolled in DISTRICT schools. Anticipated volume is between 10 and 25 video appointments per campus per day.
- Access to equipment to assist the school nurse in conducting telemedicine visits including:
 - Over-the-counter (OTC) medications
 - Lab testing equipment and supplies
 - Various medical supplies
 - Hardware (including computer and camera) necessary to conduct video visits
 - All appropriate software
 - Other diagnostic tools as needed

Contractor will bill the patients' insurance plans directly or apply Contractor's sliding fee scale for uninsured patients. Contractor will NOT bill District for the services.

Contractor will make available on-demand qualified providers to conduct telemedicine visits during normal school hours

District agrees to provide to Contractor:

- Access to all schools in the District in order to set up, train, and operate the telemedicine program
- Integration of Contractor's enrollment information with District student online registration within 30 days
- Commitment that school nurse will utilize the program
- Commitment to market the program district wide including but not limited to emails, texts, social media, and local press
- An exclusive right to provide telemedicine services in the District throughout the Term of the Agreement

- High speed internet access at all District schools
- Reasonable access to District information systems as needed to integrate Contractor's information systems.
- Private HIPAA-Compliant location(s) to provide care
- Qualified school nurses or care deliverers on-site to facilitate access to and performance of Contractor's directed services

District agrees to enter into a HIPAA-Compliant Data Sharing Agreement with Contractor within 30 days. Contractor will not begin providing services until such agreement is executed. If the data sharing agreement becomes void at any time during the term of this agreement, Contractor will have the right to immediately discontinue services under this agreement.

4. Space and Equipment: The District will provide, at no charge to Contractor, in accordance with District policies and practices and as reasonable and appropriate in the opinion of District and campus administrators, the following: (1) uninterrupted Internet access at each point of care; (2) reasonable access to District information systems as needed to integrate Contractor's information systems; (3) student information for any student seeking Contractor's services in a format consistent with Contractor's electronic platforms, including demographic information, Contractor's required forms, student insurance information, and verification of student's participation in NSLP; (4) private HIPAA-Compliant location(s) to provide care; (5) qualified school nurses or care deliverers on-site to facilitate access to and performance of Contractor's directed services; and (6) HIPAA-Compliant systems to exchange information with Contractor (such as school notes, and doctor's orders for OTC medications) to be provided to patients.

District will provide space and access to students. Contractor may be required to complete the District's Facility Use Agreement. Any special needs required by Contractor must be included with this Agreement. Parties agree that this collaboration is a pilot project and additional needs may become apparent with time. This clause does not preclude future good-faith discussion and modification in order to meet space needs for the project to be a success.

5. Supervision: The program instruction and oversight shall be under the direction and responsibility of Contractor.

Contractor agrees to secure signed parent/guardian consent for students who participate. District also agrees to fully disclose and to obtain a statement signed by parent/guardian acknowledging the disclosure.

6. Termination of Contract: Both the District and Contractor may terminate this Agreement for any reason if the other party fails to fulfill its obligations in a timely and proper manner. Termination must be made in writing and include the effective date of the termination. In the event of termination prior to completion of the Agreement, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. In the event District terminates the Agreement hereunder, the District's sole remedy for termination will be to discontinue Contractor's service. Written notice of termination and any other correspondence related to this agreement shall be made to:

If to District:

Attention to: AND
 Email:
 Phone:
 Address:
 City, State, Zip

If to Contractor:

Attention to:	Dr. Jackson Griggs, CEO
Email:	jgriggs@wacofhc.org
Phone:	(254) 313-4205
Address:	1600 Providence Dr.
City, State, Zip	Waco, TX 76707

7. Certain Limitations on Provision of Services.

The District acknowledges that the provision of services described in Section 3 are subject to the terms and conditions in this Agreement and subject to the following provisions:

- a) Contractor's services are intended to be provided on a non-emergency care basis. Contractor's medical providers cannot be guaranteed to be available within any particular time frame nor should the District rely on them to be available within a certain time frame in any particular instance. To the extent an individual needs emergency care, the District will follow its own protocols and procedures to provide such care to or seek assistance for that individual and will not rely on Contractor for such services.
- b) Contractor will provide services to individuals who opt-in to such services using Contractor-approved forms. Individuals lacking health insurance coverage will be screened for eligibility for Contractor's sliding fee scale.
- c) As the services are developed with the District, the Parties will work together to create a more defined Scope-of-Practice document to govern the Parties' roles and responsibilities on a day-to-day basis. However, Telemedicine is not appropriate for all medical/behavioral conditions or forms of treatment and Contractor's medical providers may from time-to-time refuse service to any prospective patient as they see fit within their medical discretion.
- d) Contractor's services will be delivered only to patients while located at a District-owned facility while a school nurse or care deliverer is on-site.
- e) Contractor will not provide through this Agreement mental health services to students or any care to District employees until the Parties reach a further written agreement outlining the terms and conditions of such services. Primary care behavioral health services such as ADHD care may, however, be provided at the discretion of the medical provider.
- f) Over-the-counter medications and medical supplies will be provided at no charge to the District based on reasonably anticipated demand for routine treatment scenarios only. Contractor may bill patient's insurance, where applicable, for such medications and medical supplies. Contractor is not required to provide prescription medications.

8. Compliance with Laws: This agreement shall be governed by the laws of the State of Texas. Contractor agrees to abide by all district policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, et seq.; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g; Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq., 34 CFR §106.1 et seq. District agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the HIPAA privacy rules and other laws and regulations applicable to the provision of healthcare in a school-based setting.

9. Hold Harmless Agreement: It is agreed that Contractor is an independent Contractor and shall be solely responsible for payment of its workers and shall provide, if required, workers' compensation and all liability insurance necessary to protect itself from liability for injuries or damages and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. Contractor agrees to hold the District harmless from any and all liability to a third party that the District may incur, including direct damages, out of pocket costs and legal expenses, incurred by reason of the Contractor's negligence. The District agrees to hold the Contractor harmless from any and all liability to a third party that the Contractor may incur, including direct damages, out of pocket costs and legal expenses, incurred by reason of the District's negligence.

10. Indemnification: Contractor shall indemnify and hold District harmless from and against all claims asserted by third parties or Contractor Persons against the District arising from Contractor's negligence. Likewise, District shall indemnify and hold Contractor harmless from and against all claims asserted by third parties or District arising from District's negligence. For

purposes of this provision: (i) "Claims" shall include any and all claims, suits, complaints and proceedings of any kind or character, including but not limited to claims concerning property, personal injury or death, infringement of intellectual property, unlawful disclosure of confidential or protected information, or violation of statutes or regulations, arising in whole or part from or related in any way to the services being provided or to be provided by Contractor under this Agreement; (ii) "Contractor Persons" shall include any and all Contractor employees, volunteers, officers, and directors; and (iii) "District" shall include District and its workers, officers, and other Board members, representatives, and agents.

11. Confidentiality and Data Sharing: Contractor shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose student information. Contractor recognizes that completion of a Data Sharing Agreement is required if the Contractor is utilizing individual student data for any purpose, including research, individual student tracking for program delivery, or program analysis and/or evaluation. The District shall maintain strict confidentiality of all information, data or records related to patients and shall not disclose information. District recognizes that completion of a HIPAA-compliant Data Sharing Agreement is required if the District utilizing data for any purpose.

Notwithstanding anything to the contrary in the Agreement, the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936, ("HIPAA") (the "Privacy Standards"), the Security Standards promulgated under HIPAA (the "Security Standards"), the Health Information Technology for Economic and Clinical Health Act provisions enacted under Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115, ("HITECH"), and any other federal, state or local law which governs patient information, when applicable, shall control over the terms of this Agreement with regard to Contractor's or District's use or sharing of data. Contractor shall determine how the Privacy Standards and other applicable laws shall be interpreted and implemented by Contractor and District.

SIGNED this ____ day of _____, 20__.

SIGNED this ____ day of _____, 20__.

La Vega ISD:

CONTRACTOR:

Dr. Jackson Griggs

Printed Name of Authorized Agent

Signature

Chief Executive Officer

Title

Monthly Budget Analysis Report

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☐ Attached ☒ Provided Later ☐

Contact Person:

Ms. Diane Roepke

Background Information:

The District compiles and reports revenue and expenditure data for all funds on a monthly basis. The attached monthly budget analysis reports compare year-to-date revenue and expenditures to the same period from last fiscal year. Monthly budget analysis reports are presented for the General Operating Fund; Child Nutrition Fund; and, Debt Service Fund. The August reports are unaudited and preliminary. There are entries that will need to be made that will adjust these numbers, ie. receivables, payables.

Fiscal Implication:

N/A

Administrative Recommendation:

It is recommended that the Board approve the Monthly Budget Analysis Reports as submitted.

Motion:

Second:

Seconda:

For:

Against:

Abstain:

Abstract:

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 09-30-2020
9

GENERAL FUND - 199

		(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
DATA CONTROL		2020-2021 ORIGINAL BUD	2020-2021 AMEND BUD	MONTHLY		YEAR-TO-DATE		DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 09-30-2020
CODES	REVENUES			CURRENT 09-30-2020	PRIOR YR 09-30-2019	CURRENT 09-30-2020	PRIOR YR 09-30-2019				
5700	LOCAL	\$10,687,292.00	\$ 10,687,292.00	\$ 34,616.36	\$ 69,432.59	\$ 34,616.36	\$ 69,432.59	\$10,652,675.64	0.32%	0.63%	8.33%
5800	STATE	\$21,725,296.00	\$ 21,725,296.00	\$ 4,065,375.00	\$ 4,547,002.25	\$ 4,065,375.00	\$ 4,547,002.25	\$17,659,921.00	18.71%	20.61%	8.33%
5900	FEDERAL	\$100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$100,000.00	0.00%	0.00%	8.33%
7900	OTHER	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
5020 TOTAL REVENUES		\$32,512,588.00	\$32,512,588.00	\$4,099,991.36	\$4,616,434.84	\$4,099,991.36	\$4,616,434.84	\$28,412,596.64	12.61%	16.67%	8.33%
EXPENDITURES											
0011	Instruction	\$17,156,860.00	\$ 17,156,660.00	\$ 1,264,019.08	\$ 1,355,879.12	\$ 1,264,019.08	\$ 1,355,879.12	\$15,892,640.92	7.37%	7.59%	8.33%
0012	Instr Resources/Media Services	\$308,819.00	\$ 308,819.00	\$ 20,883.74	\$ 16,501.20	\$ 20,883.74	\$ 16,501.20	\$287,935.26	6.76%	5.77%	8.33%
0013	Curriculum & Staff Development	\$584,499.00	\$ 584,699.00	\$ 19,740.88	\$ 53,549.52	\$ 19,740.88	\$ 53,549.52	\$564,958.12	3.38%	10.26%	8.33%
0021	Instructional Leadership	\$794,065.00	\$ 794,065.00	\$ 52,109.29	\$ 57,073.15	\$ 52,109.29	\$ 57,073.15	\$741,955.71	6.56%	7.26%	8.33%
0023	School Leadership	\$2,451,466.00	\$ 2,451,466.00	\$ 168,857.89	\$ 186,029.96	\$ 168,857.89	\$ 186,029.96	\$2,282,608.11	6.89%	7.98%	8.33%
0031	Guidance, Counseling & Evaluation	\$829,062.00	\$ 829,062.00	\$ 57,034.85	\$ 61,687.47	\$ 57,034.85	\$ 61,687.47	\$772,027.15	6.88%	6.94%	8.33%
0032	Attendance & Social Services	\$124,625.00	\$ 124,625.00	\$ 120,000.00	\$ 90,000.00	\$ 120,000.00	\$ 90,000.00	\$4,625.00	96.29%	84.38%	8.33%
0033	Health Services	\$295,677.00	\$ 295,677.00	\$ 20,839.07	\$ 22,405.75	\$ 20,839.07	\$ 22,405.75	\$274,837.93	7.05%	6.38%	8.33%
0034	Student Transportation	\$1,942,000.00	\$ 1,942,000.00	\$ -	\$ -	\$ -	\$ -	\$1,942,000.00	0.00%	0.00%	8.33%
0035	Food Services	\$30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$30,000.00	0.00%	0.00%	8.33%
0036	Extracurricular Activities	\$1,588,171.00	\$ 1,588,171.00	\$ 86,299.29	\$ 102,234.31	\$ 86,299.29	\$ 102,234.31	\$1,501,871.71	5.43%	6.25%	8.33%
0041	General Administration	\$1,558,322.00	\$ 1,558,322.00	\$ 140,312.20	\$ 114,570.06	\$ 140,312.20	\$ 114,570.06	\$1,418,009.80	9.00%	7.75%	8.33%
0051	Plant Maintenance & Operations	\$3,642,676.00	\$ 3,642,676.00	\$ 201,729.09	\$ 219,375.32	\$ 201,729.09	\$ 219,375.32	\$3,440,946.91	5.54%	6.04%	8.33%
0052	Security & Monitoring Services	\$546,188.00	\$ 546,188.00	\$ 34,962.64	\$ 54,801.52	\$ 34,962.64	\$ 54,801.52	\$511,225.36	6.40%	9.40%	8.33%
0053	Data Processing Services	\$1,203,819.00	\$ 1,203,819.00	\$ 108,541.80	\$ 101,190.63	\$ 108,541.80	\$ 101,190.63	\$1,095,277.20	9.02%	8.60%	8.33%
0061	Community Services	\$3,050.00	\$ 3,050.00	\$ -	\$ -	\$ -	\$ -	\$3,050.00	0.00%	0.00%	8.33%
0071	Debt Service	\$280,820.00	\$ 280,820.00	\$ 14,092.50	\$ 15,353.88	\$ 14,092.50	\$ 15,353.88	\$266,727.50	5.02%	5.76%	8.33%
0081	Facility Acquisition & Construction	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0095	Payment to JJAEP	\$55,255.00	\$ 55,255.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$53,755.00	2.71%	2.08%	8.33%
0099	Other Intergovernmental Charges	\$194,000.00	\$ 194,000.00	\$ -	\$ -	\$ -	\$ -	\$194,000.00	0.00%	0.00%	8.33%
6030 TOTAL EXPENDITURES		\$33,589,374.00	\$ 33,589,374.00	\$2,310,922.32	\$ 2,452,151.89	\$2,310,922.32	\$2,452,151.89	\$31,278,451.68	6.88%	7.27%	8.33%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	(\$1,076,786.00)	(\$1,076,786.00)	\$1,789,069.04	\$2,164,282.95	\$1,789,069.04	\$2,164,282.95				
OTHER FINANCING SOURCES (USES)		(9)	(9)			(9)					
7910	Transfers In										
8910	Transfers Out	\$0.00	\$ -	\$ -		\$ -					
TOTAL OTHER FINANCING SOURCES (USES)											
1200	Net Change in Fund Balance	(\$1,076,786.00)	(\$1,076,786.00)		(11)	\$1,789,069.04					
100	Fund Balance - Sept. 1				(12)	\$0.00					
3000	Fund Balance - Aug 31 (projected and unaudited)	(\$1,076,786.00)	(\$1,076,786.00)		(14)	\$1,789,069.04					

- (1) **2020-2021 Approved Budget** - The original budget approved by the Board for the 2020-2021 Fiscal Year
- (2) **2020-2021 Amended Budget** - The original budget approved by the Board plus or minus any Budget Change Requests posted to the budget as of the date of the report
- (3) **Monthly Current Year vs. Prior Year Revenues and Expenditures** - Cash received(revenues)/disbursed(expenditures) for the current month compared with the same period last year
- (4) **Year To Date Current Year vs. Prior Year Revenues and Expenditures** - Cash received(revenues)/disbursed(expenditures) for the current year compared with the same period last year
- (5) **Difference Between Amended Budget and Current Year To Date** - Figures in Column 2 less figures in Column 4 (Current Column) equals balance left to receive(revenues)/disburse(expenditures) for the remainder of the Fiscal Year
- (6) **Current Year To Date as A Percent of The 2020-2021 Amended Budget** - The percent of Current Year To Date revenues/expenditures to the 2020-2021 Amended Budget
- (7) **Prior Year To Date as A Percent of The 2020-2021 Budget** - Ther percent of Prior Year To Date revenues/expenditures from the 2020-2021 Budget
- (8) **Percent of Fiscal Year Elapsed as of The Date of The Report** - The percent of the Fiscal Year which has elapsed for the as of date of the report
- (9) **Excess of Revenues Over Expenditures** - The excess (deficiency) of Revenues over (under) expenditures for the Original Budget, Amended Budget and Current Year To Date columns
- (10) **Transfers In/Out** - The amount of any transfers made to the Approved Budget, Amended Budget or Current Year To Date Columns
- (11) **Net Change In Fund Balance** - The excess or deficiency of revenues over expenditures which would add to or take away from the beginning fund balance
- (12) **Fund Balance - September 1** - The District's audited General Fund Balance as of September 1 of the current fiscal year.
- (13) **Fund Balance - August 31** - The projected and unaudited General Fund Balance the District would have if revenue and expenditures are equal to the 2020-2021 Approved Budget or Amended Budget
- (14) **Fund Balance - August 31** - The projected and unaudited General Fund Balance the District would have if the fiscal year ended on the last day of the month of the report.

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 09-30-2020

9

CHILD NUTRITION FUND - 240

DATA CONTROL CODES REVENUES		(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2020-2021 APP BUD	2020-2021 AMEND BUD	MONTHLY CURRENT 09-30-2020	PRIOR YR 09-30-2019	YEAR-TO-DATE CURRENT 09-30-2020	PRIOR YR 09-30-2019	DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 09-30-2020
5700	LOCAL	\$61,500.00	\$ 61,500.00	\$ 348.17	\$ 10,215.27	\$ 348.17	\$ 10,215.27	\$ 61,151.83	0.57%	6.82%	8.33%
5800	STATE	\$63,079.00	\$ 63,079.00	\$ -	\$ 5,799.71	\$ -	\$ 5,799.71	\$63,079.00	0.00%	8.75%	8.33%
5900	FEDERAL	\$1,785,000.00	\$ 1,785,000.00	\$ 67,456.77	\$ -	\$ 67,456.77	\$ -	\$1,717,543.23	3.78%	0.00%	8.33%
7900	OTHER			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
5020	TOTAL REVENUES	\$1,909,579.00	\$1,909,579.00	\$67,804.94	\$16,014.98	\$67,804.94	\$16,014.98	\$1,841,774.06	3.55%	0.70%	8.33%
	EXPENDITURES										
0011	Instruction			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0012	Instr Resources/Media Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0013	Curriculum & Staff Development			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0021	Instructional Leadership			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0023	School Leadership			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0031	Guidance, Counseling & Evaluation			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0032	Attendance & Social Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0033	Health Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0034	Student Transportation			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0035	Food Services	\$2,278,117.00	\$ 2,278,117.00	\$ 55,603.54	\$ 92,935.61	\$ 55,603.54	\$ 92,935.61	\$2,222,513.46	2.44%	3.75%	8.33%
0036	Extracurricular Activities			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0041	General Administration			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0051	Plant Maintenance & Operations	\$22,000.00	\$ 22,000.00	\$ 1,388.50	\$ 697.99	\$ 1,388.50	\$ 697.99	\$20,611.50	6.31%	2.54%	8.33%
0052	Security & Monitoring Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0053	Data Processing Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0061	Community Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0071	Debt Service			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0081	Facility Acquisition & Construction			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0095	Payment to JJAEP			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
0099	Other Intergovernmental Charges			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		8.33%
6030	TOTAL EXPENDITURES	\$2,300,117.00	\$2,300,117.00	\$56,992.04	\$93,633.60	\$56,992.04	\$93,633.60	\$2,243,124.96	2.48%	4.08%	8.33%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	(\$390,538.00)	(\$390,538.00)	\$10,812.90	(\$77,618.62)	\$10,812.90	(\$77,618.62)				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In										
8910	Transfers Out			\$ -	\$ -	\$ -	\$ -				
	TOTAL OTHER FINANCING SOURCES (USES)										
1200	Net Change in Fund Balance	(11)	(\$390,538.00)		(11)	\$10,812.90					
100	Fund Balance - Sept. 1	(12)			(12)	\$0.00					
3000	Fund Balance - Aug 31 (projected and unaudited)	(13)	(\$390,538.00)		(14)	\$10,812.90					

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 09-30-2020

9

DEBT SERVICE FUND - 511

DATA CONTROL CODES	REVENUES	(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2020-2021 APP BUD	2020-2021 AMEND BUD	MONTHLY CURRENT 09-30-2020	PRIOR YR 09-30-2019	YEAR-TO-DATE CURRENT 09-30-2020	PRIOR YR 09-30-2019	DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 09-30-2020
5700	LOCAL	\$2,378,843.00	\$ 2,378,843.00	\$ 3,036.04	\$ 3,110.93	\$ 3,036.04	\$ 3,110.93	\$2,375,806.96	0.13%	0.14%	8.33%
5800	STATE	\$75,936.00	\$ 75,936.00	\$ -	\$ -	\$ -	\$ -	\$75,936.00	0.00%	0.00%	8.33%
5900	FEDERAL	\$279,741.00	\$ 279,741.00	\$ 132,628.87	\$ -	\$ 132,628.87	\$ -	\$147,112.13	47.41%	0.00%	8.33%
7900	OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
5020	TOTAL REVENUES	\$2,734,520.00	\$2,734,520.00	\$135,664.91	\$3,110.93	\$135,664.91	\$3,110.93	\$2,598,855.09	4.96%	0.11%	8.33%
	EXPENDITURES										
0011	Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0012	Instr Resources/Media Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0013	Curriculum & Staff Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0021	Instructional Leadership	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0023	School Leadership	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0031	Guidance, Counseling & Evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0032	Attendance & Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0033	Health Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0034	Student Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0035	Food Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0036	Extracurricular Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0041	General Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0051	Plant Maintenance & Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0052	Security & Monitoring Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0053	Data Processing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0061	Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0071	Debt Service	\$2,410,167.00	\$ 2,410,167.00	\$ 132,628.89	\$ -	\$ 132,628.89	\$ -	\$2,277,538.11	5.50%	0.00%	8.33%
0081	Facility Acquisition & Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0095	Payment to JJAEP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
0099	Other Intergovernmental Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	8.33%
6030	TOTAL EXPENDITURES	\$2,410,167.00	\$2,410,167.00	\$132,628.89	\$0.00	\$132,628.89	\$0.00	\$2,277,538.11	5.50%	0.00%	8.33%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$324,353.00	\$324,353.00	\$3,036.02	\$3,110.93	\$3,036.02	\$3,110.93				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
8910	Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	TOTAL OTHER FINANCING SOURCES (USES)										
1200	Net Change in Fund Balance	\$324,353.00	\$324,353.00		(11)	\$3,036.02					
100	Fund Balance - Sept. 1				(12)	\$0.00					
100	Less: Committed Fund Balance - Sept. 1		(\$3,184,489.51)			(\$2,949,489.51)					
3000	Fund Balance - Aug 31 (projected and unaudited)	\$324,353.00	(\$2,860,136.51)		(14)	(\$2,946,453.49)					
3000	Less: Committed Fund Balance-Aug 31										
	Available Fund Balance (projected and unaudited)	(14) \$324,353.00	(\$2,860,136.51)			(\$2,946,453.49)					

Consider Teacher and Professional Employee Contract Recommendations

Presented for:

Board action ☒ Report/Review Only ☐

Supporting documents:

None ☒ Attached ☐ Provided Later ☒

Note: There were no teacher or professional employee contract recommendations pending board approval at the time board agendas were finalized.

Contact Person:

Mr. Todd Gooden

Background Information:

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.

Fiscal Implication:

Personnel salaries are a budgeted item.

Administrative Recommendation:

Board approval of the contract recommendations as presented.

Motion:

Second:

For:

Against:

Abstain:

CLOSED MEETING

Presented for:

Board action ☐ Report/Review Only ☒

Supporting documents:

None ☒ Attached ☐ Provided Later ☒

Contact Person:

Board President

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:

_____ Beginning Time

_____ Date

_____ Sections of the Texas Government Code

_____ Ending Time

ADJOURNMENT

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Date and Time: _____