



Notice of Regular Meeting The Board of Trustees LVISD

A meeting of the Board of Trustees of Lago Vista ISD will be held on April 19, 2010, at 6:00 PM in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas 78645.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. Pledge of Allegiance
2. Welcome visitors/Recognition/Public participation
3. Food Services Contract
4. Discussion and possible action concerning drainage bids
5. Policy Update 87
6. Superintendent's Report
 - a. Transportation
 - b. City ROW
 - c. Athletic Trainer
 - d. PSAT/PLAN
 - e. Chapter 41 Info
7. Minutes of previous meetings
8. Revenue projections
9. Budgeting process report
10. Budget amendment
11. Monthly Financial report
12. Closed session pursuant to Government Code section 551.074. Discussion of Personnel
13. Adjourn

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, Government Code, Chapter 551, Subchapters D and E. 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.

Matt Underwood
Superintendent

Date

AMENDMENT

LAGO VISTA INDEPENDENT SCHOOL DISTRICT

AND

SODEXO SERVICES OF TEXAS LIMITED PARTNERSHIP

THIS AMENDMENT, dated February 17, 2010, is between LAGO VISTA INDEPENDENT SCHOOL DISTRICT ("LEA") and SODEXO SERVICES OF TEXAS LIMITED PARTNERSHIP ("FSMC").

WITNESSETH:

WHEREAS, LEA and FSMC entered into a certain Food Service Management Contract, effective July 1, 2009 ("Contract"), whereby FSMC manages and operates LEA's Food Service operation in Lago Vista, Texas;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2009-2010" school year shall be changed to "2010-2011 school year".

2. Section B.1. is deleted in its entirety and the following substituted therefor:

"1. Duration of Contract. Unless it is terminated in accordance with Section L, this Contract shall be in effect for the period of one (1) year, commencing on July 1, 2010 and terminating on June 30, 2011, and may be renewed for three (3) additional terms of one year each upon mutual agreement between LEA and FSMC."

3. Section J.4. is amended to reflect that the Fixed Price Per Meal/Meal Equivalent is hereby changed to \$2.6253 for the 2010-2011 school year.

4. Section R.7. is amended to reflect notification addresses for FSMC as follows:

"To FSMC: Sodexo Services of Texas Limited Partnership
Attention: Ted J. Monk
Senior Vice President
10300 SW Greenburg Road, Suite 271
Portland, Oregon 97223

and: Sodexo Services of Texas Limited Partnership
Attention: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878"

5. This Amendment is effective July 1, 2010, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

LAGO VISTA INDEPENDENT SCHOOL DISTRICT

By: _____
Mr. Matt Underwood
Superintendent

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

By: _____
Ted J. Monk
Senior Vice President

NS INTERIORS, INC.

Lago Vista School District

pg 1 of 3

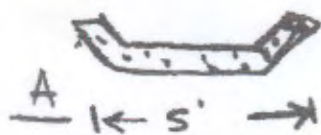
Attn: Mark

Re: Drainage @ Practice Field / Concession

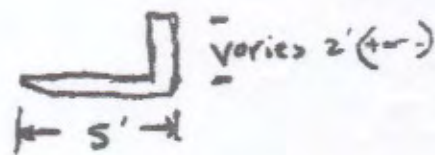
Scope: The following is Attached Plan (not to Scale)
Black Existing / Red Proposed Work

① Top of Hill - 3-Trucks road base / shape for drain to existing

② New Concrete drain - connect to Existing



B



③ Relocate Rocks - Fill w/ Existing materials in Stock pile - Slope to fit

④ New Silt Fence & Berm - Extend Field

15401 RANDOLPH VOLENTE, TEXAS 78641
PHONE (512)258-7592 FAX (512)258-5541

NS INTERIORS, INC.

pg 2 of 3

⑤ Fill from existing Stock Pile ; Smooth to New concrete drain
(May loose some of road)

⑥ Loam ; Sod area for mowing
(see Green) 2'-3" Loam + Grass - (13 pallets)
(60 yds)

Price does not include any rock removal below ground, Plans, Permit, Engineering or Haul-off.

For the Sum of: \$ 29,571⁰⁰

<u>Partial Break-down - #</u>		
Areas # 1, 3, 4 & 5 -	16,766 ⁰⁰	} Possible Savings - 4000 ⁰⁰ Rain Delays
Item # 2 -	7,576 ⁰⁰	
Area # 6 -	5,229 ⁰⁰	
Total -	\$ 29,571 ⁰⁰	

Left over materials & Rock can be used to fill drain @ Vistors side of field Add \$ 750⁰⁰

Any questions please call Nick Sukup

Thank You

15401 RANDOLPH VOLENTE, TEXAS 78641
PHONE (512)258-7592 FAX (512)258-5541



Practice Field

Side walk

Existing Rocks

Existing Slope Concrete

Concession

Side Walk

Top of Hill

Chilled Bldg

Existing Trees

Fence XXXXX

Existing Silt Fence
Berm

Existing Road

Power Pole

Portables

Existing Wall

3

6

2

5

1

B

A

WOLFF CONSTRUCTION

P. O. Box 1002
Salado, Texas 76571
(254) 947-8271 Office
(254) 947-3703 Fax

wolffconstructiontexas.com



PROPOSAL (Site work)

DATE:

BID #: 09292009LVGMwh

TQ: Mark Biall

JOB: Lago Vista High School

BASE BID: \$18,275.00 (excavator with hammer option)

SCOPE OF WORK

INCLUSIONS

1. Provide Layout
2. Strip topsoil
3. Install topsoil terraces as discussed with customer to facilitate drainage
4. Haul off excess spoils excavated by Wolff Construction dirt division "to site provided by Lago Vista School District
5. Remove and dispose of brush adjacent to modular classroom
6. Cut approximately two feet off of sloped hillside in its steepest points to provide a gentler grade
7. Cut lower "parking spot" down approximately three feet and slope away from practice field to carry water away from it.
8. Cut a five feet wide drainage ditch from upper end of sidewalk to concession stand to lower area of "parking spot" to contain water and aid in erosion control
9. Install approximately eight inches of 3"x5" rip rap rock in ditch to stop ditch from eroding
10. Install four inches of compacted top soil to limits of work as agreed upon
11. Topsoil will be machine finished and hand raked ready for grass and job completion
12. Provide excavator with breaker hammer to obtain desired grade

EXCLUSIONS

1. Surveying
2. Testing, Proctors and Bonds
3. Concrete Inlets/ Drains/Inlet protection
4. Import or installation of sod
5. Asbestos/Hazardous Material Abatement
6. Haul-off subs spoils
7. Water meter
8. Permit, Lane Closures, Barricades
9. Dewatering
10. RCP and TX DOT Safety Ends
11. Shoring, Slope Retention, or Slope Protection
12. Final Building Corner Layout
13. Landscaping, Re-vegetation, Seeding, Hydro-mulching, Irrigation
14. Utilities
15. No Piping, Liner, Gabion, Filter, Wall, or Footing Excavation
17. Compaction of Other Sub-Contractors Excavations trenches

NOTE: WOLFF CONSTRUCTION MUST RECEIVE ACCEPTANCE OF THIS PROPOSAL WITH IN 30 DAY FROM THE DATE OF PROPOSAL IN ORDER TO MEET SCHEDULING REQUIREMENTS.

NOTE: ANY CHANGES TO THE ORIGINAL PLANS OR SPEC MUST BE AGREED TO IN WRITING AND MAY INCUR ADDITION CHARGES.

THE WORK IS TO BE COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. WOLFF CONSTRUCTION SERVICES WILL PROVIDE GENERAL LIABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE FOR ITS EMPLOYEES, ANY QUESTIONS PLEASE DO NOT HESITATE TO CALL 254-947-8271.

WE APPRECIATE THE OPPORTUNITY TO BID ON THIS PROJECT!!

By: Gene Monk Accepted By: _____
Gene Monk
Sitework Superintendent - Sitework Estimator
Wolff Construction LLC.

F R O M	Estimator of Proposal
	Joey Sisca, Owner

Page No. 01 of 02 Pages

A-1 Excavation Inc.
6202 Valley View Drive
Lago Vista, Texas 78645
267-9000
 "Moving The Earth In Lago Vista"

PROPOSAL SUBMITTED TO:		DATE 04/16/10
NAME Mark Beall c/o Lago Vista ISD		JOB NAME Erosion Repair/ Run-off Control
STREET		STREET Bar K Ranch Road
CITY Lago Vista	CITY Lago Vista	STATE Texas
STATE Texas	PHONE 496-6212 Email: mark_beall@lagovista.txed.net	

We hereby submit specifications and estimate for: Erosion Control to Include The Following:

Starting at the top of the hill above snack stand area, Using backhoe, dig-out existing run-off area to widen for water catchment. Using bobcat, re-grade hillside and haul-off debris. Next along sidewalk from Snack Stand area to portables, Install a drainage swale to catch run-off from hillside and redirecting water flow to concrete bridge area. At bridge area, using concrete saw, cut out area for water run-off from swale to drain into. Install (3"x5") multi color river gravel through hillside swale and sidewalk swale to slow water down. Area below walk bridge, widen existing erosion and install 3"x5" Multi color river gravel throughout. At existing boulder line, Install a swale at a 45 degree turn to re-direct water run-off left parallel of field to stop water from running across walkways ect... Water run-off will go to cedar tree line area. We will dig out along walkway to stop water from using walkway as a run-off to field area. Clean-up debris washed on field and haul-off all fill material to hole on the visitor's access gate road. Cost \$ 3,500.00

Revegetation:

Install Chocolate loam approx 3" in depth and Install (x20) Pallets of Bermuda sod throughout hillside area. Cost \$ 5,250.00
 Install Erosion mat and seed with Bermuda. Cost \$ 3,950.00

Field Extension- Using backhoe, dig out field to extend back to tree line and haul-off to fill in a hole off visitor's gate area. Install (x3) pallets of Bermuda sod Cost \$ 2,500.00

Re-grade above field area- Remove existing rock boulders along hillside and haul-off. Using bobcat, re-grade hillside allowing riding mowers to mow slope area. Install Chocolate loam throughout and install 3 pallets of Bermuda sod throughout Cost \$ 1,500.00

Note: A-1 Excavation is a member of The Lago Vista and Jonestown Chamber of Commerce, and A Member of the BBB with an A+ Rating for customer service and support.

We hereby propose to furnish labor and materials complete in accordance with the above specifications, for the sum of: (See Above) payments to be made as follows: Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 365 days and it is void thereafter at the option of the undersigned

Joey Sisca, Owner A-1 Excavation Inc. _____

Page 02 of 02

**A-1 Excavation Inc.
6202 Valley View Drive
Lago Vista, Texas 78645
267-9000**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in page 01 of 02 pages.

ACCEPTED: Mark Beall _____

Date _____

Vantage Points

A Board Member's Guide to Update 87

Vantage Points is an executive summary, prepared specifically for board members, of the TASB Localized Update. The topic-by-topic outline and the thumbnail descriptions focus attention on key issues to assist local officials in understanding changes found in the policies. The description of policy changes in **Vantage Points** is highly summarized and should not substitute for careful attention to the significantly more detailed, district-specific Explanatory Notes and the policies within the localized update packet.

PLEASE NOTE: This Update 87 **Vantage Points** and the Localized Update 87 packet may not be considered as legal advice and are not intended as a substitute for the advice of a board's own legal counsel.

We welcome your comments or suggestions for improving **Vantage Points**. Please write to us at TASB Policy Service, P.O. Box 400, Austin, TX 78767-0400, e-mail us at policy.service@tasb.org, or call us at 800-580-7529 or 512-467-0222.

For further information about Policy Service, check out our Web site at <http://www.tasb.org/services/policy>.

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Update 87 is the second of two post-legislative updates and incorporates changes in law from the 81st Legislative Session that were not covered in Update 86. Among the issues addressed at Update 87 are accountability, required reports and Web postings, tax rates and bonds, safety and security, employee resignations and nonrenewals, drug-free workplace requirements, and interlocal cooperation contracts.

Accountability

At Update 87, we have added to the policy manual new codes addressing accountability, including policy codes AIA, Accreditation and Performance Indicators; AIB, Performance Reporting; AIC, Investigations and Sanctions; and AID, Federal Accountability Standards. Much of the content of these new policies was revised by HB 3 and moved from other codes in the manual. For specific revisions, see the explanatory notes included with your district's update packet.

Throughout the manual, also as a result of HB 3, references to "academic excellence indicators" have been replaced with "student achievement indicators."

Required Reports and Postings

BR(LEGAL) has been redeveloped and now provides a list of required reports that a district must publish or distribute, while the new code BRB(LEGAL) lists items a district is required to post on its Web site. Please note that these lists are not all-inclusive.

District Funds and Purchasing Posting of Budget

HB 3 includes a new requirement that each district post its final approved budget on its Web site and make the budget available on the Web site for three years after adoption. See CE(LEGAL).

Tax Rates and Bonds

A number of legislative changes affect policy provisions regarding tax rates and bonds:

- HB 3646 permits a district, beginning with the 2010 tax year, to adopt a tax rate based on estimated property values rather than wait for a certified appraisal roll. See CCG(LEGAL) and CE(LEGAL).
- HB 2291 revised the wording of the motion to adopt an ordinance to set a tax rate that exceeds the effective tax rate. See CCG(LEGAL).
- HB 1257 expanded the provisions governing installment tax payments by owners of real property located in a disaster area. The same bill also expands the homestead exemption for homes damaged in a disaster. See CCG(LEGAL).

- HB 3613 entitles disabled veterans with a 100 percent disability rating to an exemption from taxation for the total appraised value of the residence homestead. See CCG(LEGAL).
- HB 3646 affected provisions regarding bond issues, as well, giving districts the authority to raise funds through bonds and assess ad valorem taxes in an amount sufficient to pay the principal and interest on the bonds as *or before* the bonds become due; prompting changes regarding guarantee of bonds by the permanent school fund; and creating a bond credit enhancement program. See CCA(LEGAL).

**Appraisal
Review Boards**

Included at CCH(LEGAL), a provision from HB 3611 allows the boards of directors of two or more adjoining appraisal review boards to enter into an inter-local contract for the operation of a consolidated appraisal review board.

**Financial
Accountability**

As reflected at CFA(LEGAL) and CFC(LEGAL), we have added provisions related to a new financial accountability requirement from HB 3. TEA will develop a review process to determine the future financial solvency of each school district and will develop a system for districts to submit relevant information electronically.

**Use of District
Funds and
Resources**

HB 1720 and SB 2085 clarify that an officer or employee must *knowingly* use district funds for political advertising in order for such use to constitute a misuse of public funds. The bills also prohibit the use of district funds for any communication about a measure that the officer or employee knows is false and is likely to influence voting. A district can now request an advance written advisory opinion from the Texas Ethics Commission stating whether the district's communication complies with these prohibitions. See CCA(LEGAL).

HB 3646 created an exception to the provision prohibiting a district from using its employees, property, or resources for improvements to real property not owned or leased by the district. A district may now contribute funds to the design, improvement, or construction of an instructional facility or stadium owned by or under the control of an institution of higher education if the district is permitted to use the facility. See CE(LEGAL) and CX(LEGAL).

**Electronic Bids
and Proposals**

CH(LOCAL) POLICY CONSIDERATIONS:

In accordance with HB 987 and as reflected at CH(LEGAL) in Update 86, districts are now permitted to receive electronic bids or proposals in the purchasing process. If the board chooses this option, the board must adopt rules to ensure that the bids or proposals are secure and remain unopened

until the appropriate time. We now have text available upon request for inclusion at CH(LOCAL), CVA(LOCAL), and CVB(LOCAL) for districts that wish to take advantage of this new law.

Safety and Security

Safety and security issues are addressed at Update 87 as indicated below:

- We have created a new policy at CK(LEGAL) to address safety and security in general. The policy requires each district to establish a safety and security committee, in accordance with HB 1831.
- A provision requiring a district to conduct a security audit has been moved from CKC(LEGAL) to CK(LEGAL) and has been expanded by HB 1831 to cover safety issues in addition to security issues.
- A district's emergency operations plan (EOP) must now include exercises to prepare students for emergencies and must ensure coordination with the Texas Department of State Health Services. See CKC(LEGAL).
- At CK(LEGAL) and CKC(LEGAL), we have also added provisions regarding disclosure of safety and security documents.
- Finally, HB 2004 requires a district that owns, licenses, or maintains computerized data with sensitive personal information to provide notice to affected individuals in case of a breach of the security system. See CQ(LEGAL).

Motor Vehicle Stops

In accordance with HB 3389, we have updated CKE(LEGAL) to revise the list of information that must be included in a peace officer's report of a traffic stop and to reflect that motor vehicle stop reporting requirements no longer apply to stops of pedestrians. The bill also imposes new reporting requirements for district police departments and establishes a new civil penalty for intentionally failing to submit reports.

**Employees
Nonrenewal**

DFBB(LOCAL) POLICY CONSIDERATIONS:

HB 3 made several changes to accountability interventions and sanctions, prompting recommended revisions to this local policy. The Commissioner may now order repurposing of a previously reconstituted campus in specific circumstances. With certain exceptions, neither the principal nor a teacher

employed at the campus in the school year immediately preceding the repurposing of the campus can be retained at the campus. The law allows a district to reassign to another position in the district an educator who has not been retained under the repurposing provisions. When reassignment of the educator is not appropriate, the district may decide to pursue nonrenewal. We have revised the reasons for nonrenewal listed in the policy to permit nonrenewal of an employee who is not retained at a repurposed campus.

Other recommended changes to the policy reflect common district practice:

- Since most districts comply with the requirement to give notice of proposed *renewal* by providing a teacher with a copy of the contract for the following school year, we have deleted the requirement that the superintendent deliver written notice of proposed *renewal* to an employee by hand or certified mail, return receipt requested, not later than the 45th day before the last day of instruction required in the contract.
- Regarding nonrenewal hearings, we have replaced the term “board president” with “presiding officer” to accommodate those instances when someone other than the board president is presiding over the hearing.

Resignations

DFE(LLEGAL) has been revised based on a recent Commissioner decision, which determined that a resignation submitted by an educator before the penalty-free resignation date cannot be rejected by a district. In addition, such a “unilateral resignation,” which does not require acceptance by the district, is effective upon filing with the district, and the educator cannot revoke the resignation once it is submitted.

We have also added to DFE(LLEGAL) two previous Commissioner decisions addressing sanctions for abandonment of contract. These decisions clarify that a district indicates consent once it accepts a resignation and may no longer pursue sanctions against an educator for abandonment of a contract.

DFE(LLOCAL) POLICY CONSIDERATIONS:

For consistency with the changes at DFE(LLEGAL), this local policy has been restructured to distinguish between unilateral and all other resignations. We have revised the text to specify that the superintendent is authorized to “receive” rather than “accept” a contract employee’s resignation effective at the

end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. Such resignations are automatically accepted upon receipt.

The policy continues to reflect the superintendent's authority to accept other resignations or submit them to the board in order for the district to pursue sanctions. We have recommended deletion of a sentence specifying that acceptance of a resignation submitted after the penalty-free resignation date is contingent on finding a suitable replacement. The removal of this sentence allows the superintendent to consider a variety of factors in deciding whether to accept such a resignation without limiting the decision to this single factor.

The provision requiring board consent for withdrawal of an accepted resignation remains unchanged. Please make sure this reflects district practice, since some districts may allow the superintendent, rather than the board, to approve the withdrawal of a previously accepted resignation.

Salary Reduction Agreements

HB 3480 permits a district to enter into a salary reduction agreement with an employee in certain circumstances even if the qualified investment product in which the employee wishes to invest is not eligible under TRS rules. See CRG(LEGAL).

Drug-Free Workplace

Update 87 incorporates several changes addressing drug-free workplace requirements:

- At DH(LEGAL), we have updated the text to clarify that only districts that receive a *direct* federal grant must comply with the federal Drug-Free Workplace Act.
- Also at DH(LEGAL), we have deleted a repealed state law requiring a district to adopt a policy for eliminating drug and alcohol abuse.
- DI(EXHIBIT) has been revised to serve as the required notice under the federal Drug-Free Workplace Act.

DI(LOCAL) POLICY CONSIDERATIONS:

As a result of the changes made at DH(LEGAL), we have updated language regarding the district's drug-free awareness program in this local policy.

Students

**ADA/Section 504
Coordinators**

FB(LOCAL) AND FFH(LOCAL) POLICY CONSIDERATIONS:

We have expanded the responsibilities of the Section 504 coordinator in both of these local policies to also include responsibilities related to compliance with Title II of the Americans with Disabilities Act (ADA) of 1990. This recommended revision is based on input from the U.S. Department of Education, Office for Civil Rights (OCR). ADA regulations require each district with 50 or more employees to list the individual who will serve as the district's Title II coordinator for students. Although districts with fewer than 50 employees are not required by law to list a Title II coordinator, we recommend that they do so as a practical matter in order to assist the district in complying with Title II.

**Health and
Wellness**

Several changes at Update 87 address student health issues, including the addition at FFAF(LEGAL) of existing statutory details regarding diabetes management. Other student health and wellness issues affect local policies, as mentioned below.

**Administering
Medication**

FFAC(LOCAL) POLICY CONSIDERATIONS:

Recommended changes at this code apply only to districts that do not purchase nonprescription medication to administer to students. For those districts, we recommend adding an affirmative statement to this local policy on medical treatment to reflect that practice.

Immunization

FFAB(LOCAL) POLICY CONSIDERATIONS:

For districts with a local policy at this code, we recommend this local policy on immunizations be deleted. The Texas Guide to School Health Programs, published by the Texas Department of State Health Services, provides guidance on immunization requirements.

Conduct

Legislative changes addressing criminal activity in schools are included in Update 87 as follows:

- HB 2187 expands the Penal Code felony offense of coercing, soliciting, or inducing a child to join a gang to include threats to a member of the child's family. See FNCC(LEGAL).
- HB 2086 requires the student handbook to include information on gang-free zones. See FNCC(LEGAL).
- HB 2467 expands drug-free zones, in which a criminal offense is enhanced, to include playgrounds. See FNCF(LEGAL).

Transfers

Eligibility for a student to receive a public education grant (PEG) was amended by HB 3 to include a student who was assigned to attend a campus that failed to achieve an acceptable performance rating at any time in the preceding three years. See FDAA(LEGAL). Similar eligibility standards are reflected at FDB(LEGAL) regarding intradistrict transfers for students in unacceptable schools.

Curriculum

Study of Religion

At EMI(LEGAL) we have added provisions, effective for the 2009–10 school year, addressing elective courses on the study of religion. We have also added a 2008 attorney general opinion, GA-657, explaining when a district is required to offer such a course.

Driver Education

HB 339 and HB 2730 require a district to consider offering a driver education and traffic safety course during each school year. If a district does offer the course, the district may charge a fee for the course or contract with a licensed driver education school. See EEL(LEGAL) and EHAD(LEGAL).

Distance Learning

At EHDE(LEGAL) we have added detail from the Education Code on the state virtual school network.

Relations with Other Entities

We have incorporated legislative changes and reorganized provisions throughout the GR series of policies concerning relations with governmental entities, as outlined below:

- SB 1003 requires a district to report to the Office of Federal-State Relations district contracts with a federal-level governmental relations consultant. This requirement has been added at GR(LEGAL).
- Also added at GR(LEGAL) is a recent attorney general opinion, GA-697, stating that a home rule city may enforce its reasonable land development regulations against a school district for the purposes of aesthetics and the maintenance of property values.

- GRB(LEGAL), formerly subtitled County Governmental Authorities, has been renamed Interlocal Cooperation Contracts to reflect the code's new focus. The policy now houses information on interlocal contracts with other governmental entities and includes a reference to requirements at Government Code, Chapter 791, applicable to such contracts.
- At GRC(LEGAL), we have added an existing Government Code provision regarding emergency assistance to and from other local governments.

Facilities

Reflected at CX(LEGAL), if a district enters into a contract with a corporation, city, or state university or college for the use of a stadium or other athletic facility owned by or under the control of the other entity, the contract may not exceed a term of 75 years.

Miscellaneous

Update 87 also includes a variety of other changes:

- At BF(LEGAL), we have added an existing statutory provision regarding continuing a waiver from the Commissioner of Education beyond the initial three-year term of the waiver.
- HB 3646 deleted Education Code, Chapter 21, Subchapter N, which required district- and campus-level planning and decision-making committees to develop and approve a campus incentive plan. We have therefore deleted that material at BQA(LEGAL) and BQB(LEGAL).
- We have added an existing statutory provision stating that a document evaluating the performance of a superintendent is confidential. See BJCD(LEGAL).
- The criminal offense of receiving commissions, rebates, gifts, favors, or services related to the purchase of textbooks was expanded by HB 4294 to include electronic textbooks, instructional materials, and technological equipment. See BBFB(LEGAL).

More Information

For further information on these policy changes, refer to the policy-by-policy Explanatory Notes—customized for each district's policies—and the policies themselves, found in your localized update packet.

(LOCAL) Policy Comparison Packet

Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in the TASB Policy Service records.

The comparison is generated by an automated process that shows changes as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow.

For further assistance in understanding changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. A decision by a campus intervention team ~~under Education Code 39.1324~~ that the employee not be retained at a reconstituted campus. [See AIC]
- 11. The employee is not retained at a campus that has been repurposed in accordance with law. [See AIC]**
- ~~44.~~**12.** Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
- ~~42.~~**13.** The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
- ~~43.~~**14.** Failure to meet the District's standards of professional conduct.

- ~~14.~~**15.** Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
- ~~15.~~**16.** Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
- ~~16.~~**17.** Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
- ~~17.~~**18.** Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
- ~~18.~~**19.** Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
- ~~19.~~**20.** Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
- ~~20.~~**21.** Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- ~~24.~~**22.** A significant lack of student progress attributable to the educator.
- ~~22.~~**23.** Behavior that presents a danger of physical harm to a student or to other individuals.
- ~~23.~~**24.** Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~24.~~**25.** Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~25.~~**26.** Falsification of records or other documents related to the District's activities.
- ~~26.~~**27.** Falsification or omission of required information on an employment application.

- ~~27~~.28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
- ~~28~~.29. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
- ~~29~~.30. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
- ~~30~~.31. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
- ~~31~~.32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- ~~32~~.33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- ~~33~~.34. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. Each administrator's recommendation for nonrenewal shall be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF
PROPOSED
~~RENEWAL OR~~
NONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed ~~re-~~
~~newal or~~ nonrenewal not later than the 45th day before the last day of instruction required in the contract.

-If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a rea-

REQUEST FOR
HEARING

sonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal. When a timely request for a hearing on a proposed nonrenewal is received by the **presiding officer**~~Board President~~, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the **presiding officer's**~~Board President's~~ control and shall generally follow the steps listed below:

1. After consultation with the parties, the **presiding officer**~~Board President~~ shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

Lago Vista ISD
227912

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

DATE ISSUED: 2/10/2010~~22/2008~~
UPDATE 87~~84~~
DFBB(LOCAL)-A

ADOPTED:

5 of 5

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

GENERAL
REQUIREMENTS

All resignations shall be submitted in writing to the Superintendent **or designee**. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

AT-WILL EMPLOYEES

The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.

CONTRACT
EMPLOYEES

~~BEFORE THE
START OF THE
SCHOOL YEAR~~

The Superintendent or designee shall be authorized to **receive a contract employee's** ~~accept the~~ resignation ~~of a contract employee submitted and~~ effective ~~at before~~ the ~~end~~**start** of the school year ~~or~~ ~~if the resignation is~~ submitted after the **last day of the school year and before the** penalty-free resignation date. **The resignation is accepted upon receipt** ~~established by law, acceptance is contingent on finding a suitable replacement.~~

**THE
SUPERINTENDENT
OR DESIGNEE
SHALL BE
AUTHORIZED TO
ACCEPT DURING
THE SCHOOL YEAR**

~~For~~ a **contract employee's** resignation **submitted or** ~~that is~~ effective **at any other time.** ~~The~~ ~~during the school year after the contract employee has begun duty,~~ the Superintendent or designee shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

~~THE SCHOOL YEAR~~

~~The Superintendent or designee shall be authorized to accept a contract employee's resignation if submitted during the school year and effective at the end of the school year.~~

WITHDRAWAL OF
RESIGNATION

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

Lago Vista ISD
227912

EMPLOYEE WELFARE

DI
(LOCAL)

**DRUG-FREE
AWARENESS
PROGRAM**

~~DRUG-FREE
AWARENESS
PROGRAM~~

The District shall ~~maintain~~**establish** a drug-free **environment and shall establish, as needed, a drug-free awareness program complying with federal requirements. [See DH] The program shall provide applicable information**~~awareness program to in-~~**form** employees **in the following areas:**~~about:~~

1. The dangers of drug use and abuse in the workplace.
2. The District's policy of maintaining a drug-free environment. [See DH(LOCAL)]
3. Drug counseling, rehabilitation, and employee assistance programs that are available in the community, **if any**.
4. The penalties that may be imposed on employees for violation of drug use and abuse prohibitions. [See DI(EXHIBIT)]

EMPLOYEE
RESPONSIBILITY

All fees or charges associated with drug/alcohol abuse counseling or rehabilitation shall be the responsibility of the employee.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

Note: This policy addresses discrimination, harassment and retaliation involving District employees. In this policy, the term “employees” includes former employees and applicants for employment. For discrimination, harassment, and retaliation involving students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

STATEMENT OF
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

DISCRIMINATION

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

HARASSMENT

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment or employment opportunities.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

SEXUAL
HARASSMENT

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

EXAMPLES	Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.
RETALIATION	<p>The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.</p> <p>An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.</p>
EXAMPLES	Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.
PROHIBITED CONDUCT	In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.
REPORTING PROCEDURES	<p>An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.</p> <p>Alternatively, the employee may report the alleged acts to one of the District officials below.</p>
DEFINITION OF DISTRICT OFFICIALS	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
TITLE IX COORDINATOR	Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District de-

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: **Matt Underwood**~~Barbara Qualls~~

Position: Superintendent

Address: **8039 Bar-K Ranch Road**~~P.O. Box 4929~~, Lago Vista, TX 78645-~~0004~~

Telephone: (512) 267-8300

ADA / SECTION 504
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, **as amended**, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, **as amended**:

Name: **Matt Underwood**~~Sandy Apperley~~

Position: ~~Assistant~~ Superintendent

Address: **8039 Bar-K Ranch Road**~~P.O. Box 4929~~, Lago Vista, TX 78645-~~0004~~

Telephone: (512) 267-8300

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE
REPORTING
PROCEDURES

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE OF REPORT

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

INVESTIGATION OF
THE REPORT

DATE ISSUED: **2/10/2010**~~5/12/2008~~
UPDATE **87**~~83~~
DIA(LOCAL)-B

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Lago Vista ISD
227912

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

- | | |
|-------------------|---|
| APPEAL | A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies. |
| RECORDS RETENTION | Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC] |
| ACCESS TO POLICY | This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices. |

DATE ISSUED: 2/10/2010~~5/12/2008~~
UPDATE 87~~83~~
DIA(LOCAL)-B

ADOPTED:

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Lago Vista ISD
227912

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

TITLE IX
COORDINATOR

The District designates the following ~~person~~~~employee~~ to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: **Matt Underwood**~~Barbara Qualls~~

Position: Superintendent

Address: **8039 Bar-K Ranch Road**~~P.O. Box 4929~~, Lago Vista, TX 78645-~~0004~~

Telephone: (512) 267-8300

ADA / SECTION 504
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following ~~person~~~~employee~~ to coordinate its efforts to comply with **Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of** Section 504 of the Rehabilitation Act of 1973, as amended:

Name: **Matt Underwood**~~Sandy Apperley~~

Position: ~~Assistant~~ Superintendent

Address: **8039 Bar-K Ranch Road**~~P.O. Box 4929~~, Lago Vista, TX 78645-~~0004~~

Telephone: (512) 267-8300

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

COMPLAINTS

Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).

RECORDS
RETENTION

Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.

SECTION 504
COMMITTEE

The Section 504 coordinator and members of the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

DATE ISSUED: ~~2/10/2010~~~~5/12/2008~~
UPDATE ~~87~~~~83~~
FB(LOCAL)-A

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

	<p>The Section 504 committee shall be composed of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.</p>
REFERRALS	<p>A student may be referred by parents, teachers, counselors, administrators, or any other District employee for evaluation to determine if the student has disabilities and is in need of special instruction or services.</p>
PARENTAL CONSENT	<p>The Section 504 coordinator shall notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.</p>
NOTICE TO PARENTS	<p>Parents shall be given written notice of the District's refusal to evaluate a student or to provide specific aids and services the parents have requested.</p>
PREPLACEMENT EVALUATION	<p>The results of the evaluation shall be considered before any action is taken to place a student with disabilities or make a significant change in placement in an instructional program. The evaluation shall include consideration of adaptive behavior. Adaptive behavior is the effectiveness with which the individual meets the standards of personal independence and social responsibility expected of his or her age and cultural group.</p>
IMPARTIAL HEARING	<p>Parents shall be given written notice of their due process right to an impartial hearing if they have a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with disabilities. The impartial hearing shall be conducted by a person who is knowledgeable about the issues involved in Section 504 and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney.</p>
STATE-MANDATED ASSESSMENTS	<p>Modifications in taking the state-mandated assessments may be made for a Section 504 student when the modifications have been determined not to destroy the validity of the test, are necessary for the student to take the test, are consistent with modifications provided the student in the classroom, and are approved by TEA. [See EKB]</p>

Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. For provisions regarding bullying, see FFI.

STATEMENT OF
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

SEXUAL
HARASSMENT
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

- a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
- b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [\[See DF\]](#)

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

DATING VIOLENCE

Dating violence occurs when one partner in a dating relationship, either past or current, intentionally uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other partner.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults, name-calling, put-downs, threats to hurt the student or the student's family members or members of the student's household, destroying property belonging to the student, threats to commit suicide or homicide if the student ends the relationship, attempts to isolate the student from friends and family, stalking, or encouraging others to engage in these behaviors.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

3. Otherwise adversely affects the student's educational opportunities.

RETALIATION

The District prohibits retaliation against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, is subject to appropriate discipline.

PROHIBITED
CONDUCT

In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

REPORTING
PROCEDURES

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.

Alternatively, a student may report prohibited conduct directly to one of the District officials below:

DEFINITION OF
DISTRICT
OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the **ADA**/Section 504 coordinator, and the Superintendent.

TITLE IX
COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following **person**~~employee~~ to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: **Matt Underwood**~~Barbara Qualls~~

Position: Superintendent

Address: **8039 Bar-K Ranch Road**~~P.O. Box 4929~~, Lago Vista, TX 78645-~~0004~~

Telephone: (512) 267-8300

ADA / SECTION
504
COORDINATOR

Reports of discrimination based on disability may be directed to the **ADA**/Section 504 coordinator. The District designates the following **person**~~employee~~ to coordinate its efforts to comply with **Title II of the Americans with Disabilities Act of 1990, as amended,**

which incorporates and expands upon the requirements of
Section 504 of the Rehabilitation Act of 1973, as amended:

Name: **Matt Underwood**~~Sandy Apperley~~

Position: ~~Assistant~~ Superintendent

Address: **8039 Bar-K Ranch Road**~~P.O. Box 4929~~, Lago Vista,
TX 78645-~~0004~~

Telephone: (512) 267-8300

SUPERINTENDENT	The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.
ALTERNATIVE REPORTING PROCEDURES	<p>A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
TIMELY REPORTING	Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.
NOTICE OF REPORT	Any District employee who receives notice that a student has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.
NOTICE TO PARENTS	The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.
INVESTIGATION OF THE REPORT	<p>The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.</p> <p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p>

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

APPEAL

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

RECORDS RETENTION

Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).

ACCESS TO POLICY

Information regarding this policy shall be distributed annually to District employees and included in the student handbook. Copies

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

of the policy shall be readily available at each campus and the District's administrative offices.

AGREEMENT FOR ATHLETIC TRAINER SERVICES

THIS AGREEMENT ("Agreement") is by and between Scott & White [Community Hospital Corporation Healthcare Round Rock](#), a Texas nonprofit corporation d/b/a/; Scott & White [Healthcare – Round Rock Community Hospital](#), ("Hospital"), and the _____ Independent School District, which district includes _____ High School(s) ("District").

WHEREAS, District wishes to obtain athletic trainer services for its students; and

WHEREAS, Hospital agrees to provide such athletic trainer services in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, Hospital and District agree to the following terms:

ARTICLE 1 PROMISES OF HOSPITAL

- 1.1 Qualifications. Hospital shall provide an athletic trainer(s) (the "Athletic Trainer(s)") who is and will remain duly licensed by the State of Texas in accordance with Texas Department of State Health Services Title 22, Chapter 871, Sub-Chapter A of the Texas Administrative Code. The Hospital agrees to conduct, including but not limited to, background check, drug screen, TB assessment, and any other employment qualifications as set forth by the Hospital. The Hospital will honor the district request to eliminate any candidate that the district chooses to based on the Districts interview or due diligence concerning the candidate, provided that the request is not arbitrary or discriminatory. The District and the Hospital will agree on a candidate that meets all the requirements of both parties before an offer of employment is made to any Athletic Trainer(s).
- 1.2 Standards. All professional and administrative services provided by the Athletic Trainer(s) under this Agreement will be provided in compliance with applicable state statues and regulations, including but not limited to Texas Department of State Health Services Title 22, Chapter 871, Sub-Chapter A of the Texas Administrative Code, and the established guidelines of District and Hospital, all may from time to time be amended. District acknowledges that in the provision of professional services under this Agreement, Athletic Trainer(s) will work under the advice and direction of a licensed physician employed by Hospital/[System's affiliate, Scott & White Clinic](#).
- 1.3 Insurance. Hospital will at its expense provide a program of insurance or self insurance covering Athletic Trainer(s) for professional liability for services rendered in accordance with this Agreement and furnish suitable evidence of such coverage to District upon request.
- 1.4 Services. Hospital shall provide the services of an Athletic Trainer for all UIL (University Interscholastic League) athletic events as listed in District's Athletic Handbook or as set forth by District Administrative personnel.

Athletic Trainers' Duties and Responsibilities:

Athletic Trainer(s) shall provide services to the athletic events that are sponsored by the UIL at the High School level. Athletic Trainer(s) may provide services to the Junior High athletes but will only cover High School athletic training services at the High School. Athletic Trainer(s), ~~they should~~will be available for High School athletic staff meetings when deemed appropriate. Athletic Trainer(s) will not be required to perform in a teaching capacity at the High Schools while employed by Scott & White with the exception of the Sports Medicine I and Sports Medicine II.

Athletic Trainer(s) will report to the school at a time decided by the athletic director, athletic trainer and the Outreach Coordinator.

Athletic Trainer(s) is not to cover Booster Club events such as alumni scrimmages/games and tournaments unless they are compensated by the Booster Club. The duties are specific to athletic injury evaluation, treatment, rehabilitation, practice coverage, home game coverage only with the exception of away Varsity Football games and play-off games (if this does not conflict with home game activities). Athletic Trainer(s) will be responsible for helping the coaching staff keep up with the athletes' medical record and help create the emergency procedures required by the UIL in cooperation with High Schools.

ARTICLE 2 **PROMISES OF DISTRICT**

- 2.1 Operational Requirements. District agrees to at its own cost arrange for all of the facilities, equipment, supplies, utilities, and other support supplies and services that are reasonably necessary for the proper performance by Athletic Trainer(s) of his of her duties, including, but not limited to, the provision of appropriate emergency transportation for injured athletes.
- 2.2 Reimbursement of Expenses. District agrees at its own cost to reimburse Hospital employee for the expenses of meals, transportation, mileage, and lodging incurred by Athletic Trainer(s) in the course of providing services under this Agreement at venues away from home facility.
- 2.3 Non Solicitation. District will not, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, employ or otherwise retrain Trainer or any other employee of Hospital, without the prior written consent of Hospital. Without limiting any other remedies available to Hospital to enforce this covenant, District agrees that an injunction or other equitable relief shall be available, without the necessity of Hospital posting a bond.
- 2.4 Athletic Handbook. If District produces an Athletic Handbook, District shall timely provide Hospital a copy of the current Athletic Handbook and any amendments thereto.

ARTICLE 3
SPECIAL CONSIDERATIONS

Athletic Trainer(s) will wear Hospital apparel and/or identification while performing the services contemplated by this Agreement.

ARTICLE 4
COMPENSATION ARRANGEMENT

- 4.1 Athletic Trainer fee. Inconsideration of the services provided by Athletic Trainer(s) to District, District shall pay Hospital the sum of XXXXXXXX dollars (\$,000.00) per each Athletic Trainer provided to District per year (“Athletic Trainer Fee”). This compensation amount is based on the anticipated coverage of University Interscholastic League (UIL) sanctioned athletic events and any other school district events ~~deemed appropriate by school district personnel~~ as set forth in Section 1.4 above. All practice sessions and post-season/play-off games are included in the fee structure. No additional fees shall be due for post-season activities of any athletic team mentioned in this Section 4.1.
- 4.2 Payment. Payment of the Athletic Trainer Fee shall be made in four (4) equal quarterly payments throughout the school year, payable to Hospital according to the following schedule:

September 15,	\$ 000.00
November 15,	\$ 000.00
March 15,	\$ 000.00
June 15,	\$ 000.00

ARTICLE 5
TERM AND TERMINATION

- 5.1 Term. This Agreement shall be effective as of August 1, 2010 (the “Effective Date”) and subject to the other sections of this Agreement, shall last for an initial period of (1) year.
- 5.2 Termination Without Cause. Either party may terminate this Agreement at anytime, with or without cause, upon thirty (30) days prior written notice.

ARTICLE 6
MISCELLANEOUS

- 6.1 Status of the Parties. The parties acknowledge that Hospital and Athletic Trainer(s) are independent contractors and not joint venturers, partners, employees, or agents of District by virtue of this Agreement.
- 6.2 Notice. Any notices contemplated under this Agreement shall be deemed effectively given when personally delivered or received through certified mail posted to the noticed party at its or his or her last-known post office address, unless other addresses have been designated by written notice.

- 6.3 Governing Law. This Agreement shall be enforced in accordance with the laws of the State of Texas.
- 6.4 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence of the waiver of the ability to exercise any right or remedy in the future.
- 6.5 Enforcement. In the event either party resorts to a lawsuit to enforce this Agreement, the prevailing party shall be entitled to recover the reasonable costs of pursuing the lawsuit, including reasonable attorney's fees.
- 6.6 Force Majeure. Neither party shall be liable nor be deemed in default of this Agreement for any delay or failure to perform caused by force majeure.
- 6.7 Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in effect.
- 6.8 Third Party Beneficiaries. There are no third parties intended to be beneficiaries of any obligation or right undertaken by Hospital or District under this Agreement, including but not limited to, any Athletic Trainer(s).
- 6.9 Restrictions on Disclosure of Information. The methods, operations and other information regarding the business of Hospital and the terms and contents of this Agreement are confidential. District and Hospital agree that they will not reveal any part of this material to any person or entity except affiliates unless (i) prior approval, in writing, is granted; (ii) as is necessary for use by accountants, counsel, financial sources and representatives of District and Hospital (iii) compelled by process of law or required under governmental regulation, or (iv) the material becomes a matter of public record because disclosure is required or through no fault on the part of District or Hospital. The restrictions contained in this Section 6.9 shall survive the termination of this Agreement.
- 6.10 Assignment. The rights and obligations of this Agreement may be assigned by Hospital to any affiliate related by ownership or control with District's written consent. The rights and obligations of this Agreement may not be assigned or delegated by District without the written consent of Hospital.
- 6.11 Execution and Amendments. Multiple counterparts of this Agreement shall be signed by District and Hospital on behalf of each of their authorized representatives. Each signed copy shall be deemed an original, but all signed copies together shall be deemed one and the same instrument. In order to be effective, any amendments to this Agreement must be in writing and signed as required above.
- 6.12 Entire Agreement. This Agreement supersedes any previous understanding between the parties, oral or otherwise, and constitutes the entire Agreement between the parties relating to the subject hereof. Both parties acknowledge that any statements or documents not specifically referenced shall not have any effect.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date, as evidence by the signature of their duly authorized representatives.

HOSPITAL

By: _____

Printed Name: _____

Date of Signature: _____

Address: _____

DISTRICT

_____ (name)

Independent School District

By: _____

Printed Name: _____

Date of Signature: _____

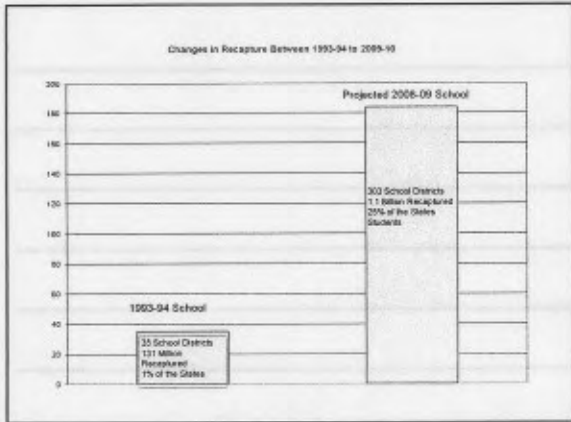
Address: _____

Texas School Coalition

Region 13
Membership Meeting
April 14, 2010

Myth #1:
Property Wealthy School Districts are mostly wealthy rooftop communities like Highland Park

Fact:
Of the 303 School Districts designated as Property Wealthy only 4 have wealth due to housing. The remaining 99% have wealth due to Business, Industry, Wind or Minerals.



Myth #2:
Property Wealthy School Districts have a homogeneous population with few ED, Bilingual or ESL students.

Fact:
45% of the TSC member district's students qualify for Free and Reduced Lunch.

Myth #3:
All Property Wealthy School Districts have extremely high wealth levels.

Fact:
The State designates a school district as Chapter 41 (Property Wealthy) at the Wealth Level of \$319,500.
66% of the Districts designated as Property Wealthy have wealth levels below the Austin ISD yield.

Myth #4:
All Property Wealthy School Districts have very high Target Revenues and therefore do not need more money.

Fact:
A districts wealth level has no direct bearing on the district's Target Revenue.
Many Property Wealthy districts have Target Revenues well below the state average while many Property Poor districts have Target Revenues above State Average.

Who are Property Wealthy Schools?

- Property Wealthy School Districts mirror the State of Texas. Our members are large urban, suburban, small rural, sparse and midsize districts. They are located from the Panhandle to the Coast, East to West Texas and everywhere in between.

Texas School Coalition

- We are a group of school districts – All designated as Property Wealthy (chapter 41).
- Our Primary Focus is School Funding. We work very hard to design and advocate for a school funding formula that will provide more funding for all children, higher levels of equity while also mitigating recapture.

Planning for Upcoming Session

- Currently Holding Strategic Planning Sessions to set long term vision and short term goals.
- Hired a new lobbyist, James Clark in Austin
- Legislative Team is developing action plan for the session
- Active member of The Coalition to invest in Public Schools

Why Join?

- To ensure that your District's interests are represented. No one else will represent your district as well as you can!
- You are a Property Wealthy District even if you do not currently make recapture payments.
- Power in Numbers

Contact Information

- Executive Director – Clayton Downing
(817) 698-1002; (972) 571-3156 cell
cdowning@nisdtx.org
- Assistant Director – Tracey Roach
(817) 698-1001; (214) 629-4199 cell
troach@nisdtx.org

Why are Property Wealthy Districts...

...a Property Wealthy District (PWD) is a district in the State of Texas that has a high percentage of its taxable value in residential property. They are located throughout the State and are subject to recapture.

Texas School Condition

...a Texas School Condition (TSC) is a district in the State of Texas that has a high percentage of its taxable value in residential property. They are located throughout the State and are subject to recapture.

Planning for Upcoming Session

- Can help meeting Strategic Planning Session to set long term vision and short term goals
- Meet a new strategic team (TSC) to assist
- Legislative team is developing reform plan for the session
- Active member of the Legislative Council on Public Schools

Minutes of Regular

The Board of Trustees Lago Vista ISD

A Regular of the Board of Trustees of Lago Vista ISD was held Monday, March 22, 2010, beginning at 6:00pm in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas 78645.

Members Present For Regular Meeting

David Scott, President
Tom Rugel
Mike Carr
Mike Wells

Members Absent:

David Baker, Vice-President
Jerrell Roque
Laura Vincent

Also Present:

Matt Underwood, Superintendent
Henri Gearing, Asst. Superintendent & Director of Finance
Donna Larkin, High School Principal
Steve Elder, High School Asst. Principal
Beth Mohler, Elementary Principal
Heather Stoner, Assistant Principal
Trisha Upchurch, Middle School Principal

1. Determination of quorum, call to order, pledges of allegiance
Mr. Scott called the meeting to order at 6:04pm and led the Pledge of Allegiance and the Pledge to the Texas flag.
2. Welcome Visitors/Student Recognition/Public participation
Mr. Underwood welcomed Eric Holt (HS Debate teacher) – recognized Megan Mumford and Duncan Hall who participate in the UIL Cross Debate meet over spring break and now State Champions.
Eugene Eucker – website information; meeting attendees
3. Closed Session pursuant to Government Code section 551.074. Discussion of Teacher Contracts and Performance
Board went in to closed session at 6:16pm
Board came out of closed session at 7:34pm, followed by a short break. Reconvened at 7:37pm.

4. Teaching staff contract renewals
 - Mr. Underwood made a recommendation to accept the renewal of probationary, dual, and term contracts for Elementary, Middle, and High School teachers as discussed in closed session.
 - Mike Wells made motion to accept
 - Mike Carr seconded
 - Motion carries 4-0
5. Discussion and possible action regarding Board Operating Procedures
 - Mr. Underwood asked to skip this item due to absence of members
6. Cancellation of May Election
 - Mr. Underwood submitted a Certificate of Unopposed Candidates and the Order of Cancellation
 - Mike Carr moved to accept the recommendation to cancel election
 - Mike Wells seconded the motion
 - Motion carried 4-0
7. Resolution Amending Authorized Representatives through Texas Term
 - Mr. Underwood suggested the district add Texas Term as vehicle for investments
 - Mike Carr made motion to accept adding Texas Term
 - Mike Wells seconded
 - Motion carried 4-0
8. Discussion and possible action regarding Law Firm contract
 - Mr. Underwood presented a proposal and fee schedule from Powell & Leon (firm that is part of Texas Rural Education Association) with the goal to cut attorney fees
 - Tom Rugel made motion to accept the reduced rate contract with Powell & Leon
 - Mike Carr seconded
 - Motion carried 4-0
9. Discussion and possible action regarding the 2010-11 District Calendar
 - Mr. Underwood presented the calendar that staff voted on and that was recommended by DEIC for the 2010-2011 school year.
 - Mike Wells motioned to accept Calendar A
 - Tom Rugel seconded
 - Motion carries 4-0
10. Textbook Adoption for 2010-11 Cycle
 - Mr. Elder briefly talked about the textbook adoption process and explained the extensive work done to make the choices.
 - Mike Carr motioned to accept the recommendations for the use of ELA textbooks
 - Mike Wells seconded
 - Motion carries 4-0
11. Superintendent report
 - A. Needs Assessment – planner is looking at facilities and needs
 - B. Facility Planning
 - C. Stimulus Money
 - D. Enrollment Report – student enrollment numbers (historical)
 - E. Access to School Property – paving of the road for the City of LV
 - F. First Financial – employee benefit

G. High School Schedule – discussion of letting out HS on Wednesday afternoons, same time as elementary, for core planning and data analysis purposes

H. Budget Process – timeline in packet, discussed general timeline

12. Minutes of previous meetings

Mike Carr made a motion to accept the minutes from the Feb. 15th regular meeting and Feb. 18th special meeting.

Mike Wells seconded the motion

Motion carried 4-0

13. Monthly Financial report

Henri Gearing gave an overview of financials

Mike Carr made a motion to accept financial report as presented

Mike Wells seconded

Motion carries 4-0

14. Budget Amendment

Tom Rugel motioned to accept budget amendment as presented

Mike Carr seconded

Motion carries 4-0

15. Discuss April meeting date

3rd Monday of the month April 19th

16. Adjourn

Being no further business, the meeting adjourned at 9:31pm.

District Name: LAGO VISTA ISD
 County-District No.: 227-912
 Run Date: 16-Apr-10

HB 3646: 2009-10 & 2010-11

Release 8
2/23/2010

Summary of Finances - HB 3646 2010-11 School Year
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Basic Information:

Total Refined ADA (adj. for decline, if applicable)	1,159.2210
Special Education FTE	31.3090
Career & Technology FTE	43.4750
Regular Program ADA	1,084.4370
CPTD Property Value	1,472,491,727
Adjusted CPTD Property Value	1,472,491,727
Unadjusted Cost of Education Index	1.0500
Adjusted Cost of Education Index	1.0500
Total M&O Tax Collections	13,442,113

Program Intent Code

	Regular Block Grant	6,040,314
11	Regular Special Education Block Grant	542,038
23	Other Special Education Allotments:	
23	Mainstream Special Education Allotment	142,704
23	Residential Care & Treatment Allotment	0
23	State Schools Allotment	0
23	Non-public Contracts Allotment	0
	Less: Charge for Dist. Share of ECI Project	0
22	Career & Technology Block Grant	326,910
	Advanced Career & Technology Allotment	0
	State Virtual School Network Student Allotment	0
	State Virtual School Network Administrative Cost Allotment	0
21	Gifted & Talented Block Grant	38,741
	Less: Charge for Dist. Share of AP Tests	0
24/30	Compensatory Education Block Grant	412,180
24/30	Compensatory Ed Pregnant Allotment	0
25	Bilingual Education Block Grant	24,918
31	High School Allotment	98,197
	Public Education Grant Allotment	0
	New Instructional Facilities Allotment (NIFA)	0
99	Transportation	117,272
	Total Cost of Tier I	7,743,274
	LESS: Local Share	7,341,361
	Tier I State Aid	401,913

FOUNDATION SCHOOL FUND DETAIL:

District Name: LAGO VISTA ISD
 County-District No.: 227-912
 Run Date: 16-Apr-10

HB 3646: 2009-10 & 2010-11

Release 8
2/23/2010

Summary of Finances - HB 3646
2010-11 School Year

Tier I State Aid	401,913
Tier II State Aid for "Golden" Level (\$59.97)	0
Tier II State Aid for \$31.95 Level	0
Total Tier II State Aid	0
Other Programs:	
Additional State Aid for Tax Reduction (ASATR)	2,786,668
Reduction Resulting From \$350 per WADA Limit	0
Adjustments to ASATR	0
Staff Allotment	20,500
TSD Charge	0
TSB Charge	0
Transfer to SFSF Foundation School Fund Grant (estimated)	(186,331)
Total Other Programs	2,620,837
 Less: Available School Fund (estimated)	 (303,716)

Fund / Revenue Code

199 / 5812	FOUNDATION SCHOOL FUND	2,719,034
199 / 5811	AVAILABLE SCHOOL FUND - STATE PORTION	123,073
411 / 5829	TECHNOLOGY ALLOTMENT	34,116
599 / 5829	CHAPTER 46 EXISTING DEBT ALLOTMENT (EDA)	0
199 / 599 / 5829	CHAPTER 46 IFA	0
266 / 5929	SFSF - FOUNDATION SCHOOL FUND GRANT (estimated)	186,331
266 / 5929	SFSF - AVAILABLE SCHOOL FUND GRANT (estimated)	180,643
	TOTAL STATE AID - ALL FUNDS	3,243,197

SUMMARY OF TOTAL STATE/LOCAL M&O REVENUE:

M&O Revenue From State (not including Fund 599) (includes TIF & tuition reimbursement, if applicable)	3,243,197
M&O Revenue From Local Taxes (net of recapture and up to compressed rate)	6,654,839
M&O Revenue From Local Taxes (for first \$.06 above compressed rate; no recapture)	517,004
M&O Revenue From Local Taxes (net of recapture for pennies beyond compressed rate + \$.06)	0
2010-11 TOTAL HB 3646 STATE/LOCAL M&O REVENUE	10,415,040
Less: Credit Balance Due State (See FSF balance above)	0
2010-11 NET HB 3646 TOTAL STATE/LOCAL M&O REVENUE	10,415,040

IF DISTRICT ENTERS INTO AN OPTION 4 AGREEMENT WITH A CHAPTER 41 DISTRICT:

This District's Cost per WADA:

State's Share of Tier I	N/A
Tier II Aid	N/A
Total Tax	N/A



District Name: LAGO VISTA ISD
County-District No.: 227-912
Run Date: 16-Apr-10

HB 3646: 2009-10 & 2010-11

Release 8
2/23/2010

**Summary of Finances - HB 3646
2010-11 School Year**

Total Revenue	N/A
WADA	N/A
COST PER WADA	N/A

Number of WADA District Allowed to Sell:	N/A
Portion of State Aid Paid From Foundation Fund	N/A
Cost per WADA	N/A
WADA SELL # 1	N/A

Lago Vista ISD						
Budget Amendments				4/19/2010		
2009-2010						
AMENDMENT #4						
Fund 199						
Account Code	Description	Budget	Amendment	Amended Budget		
Revenue						
199-00-5811-00-000-000000	Per Capita/Avaliable School Fund	\$312,312.00	(\$189,954.00)	\$122,358.00	decrease	
199-00-5742-00-000-000000	Interest Income	\$150,000.00	(\$132,000.00)	\$18,000.00	decrease	
199-00-5716-00-000-000000	Supplemental Taxes	\$50,000.00	(\$44,000.00)	\$6,000.00	decrease	
199-00-5812-00-000-000000	State Foundation School Fund	\$1,589,233.00	\$334,742.00	\$1,923,975.00	increase	
199-00-5749-00-000-000000	Misc Local Revenue	\$7,500.00	\$267,900.00	\$275,000.00	increase	
total			\$236,688.00		increase	
Expenditures						
199-51-6219-00-930-000000	Misc Contracted Service Professional	\$105,035.00	\$30,000.00	\$135,035.00	increase	
199-51-6249-01-999-099000	Contracted Custodial Services	\$360,000.00	\$35,926.00	\$395,926.00	increase	
199-91-6224-00-999-099000	Student Attendance Credits (Chapter 41)	\$5,174,541.00	\$170,762.00	\$5,345,303.00	increase	
total			\$236,688.00		increase	
Revenue						
PerCapita - Correctly code \$ that should be in 266 from 199 which is awarded by a NOGA (notice of grant award) This is stimulus money that is reimbursed back to the district.						
Interest Income - low interest rates will not allow the district to earn the budgeted amounts						
Supplemental Taxes - data indicates the budgeted amount will not be reached. Historical data indicates this account has varied greatly in the past.						
State Foundation School Funds - new version of the template indicates LVISD will receive more FSP funds than this budgeted amount						
Misc Local Revenue - sale of six acres to the city						
Expenditures						
Misc Contracted Service -Professional - added money for the project to correct the erosion in front of the HS						
Contracted Custodial Services - 09-10 contract is for \$395,925.68						
Student Attendance Credits - added money to cover possible increase in Chapter 41 payment						

**Monthly Tax Collection Calculations
For the Month of March 31, 2010**

I&S Ratio 0.118644068
M&O Ratio 0.881355932

<u>Date(s)</u>	<u>Amount</u>		<u>Actual %</u>	<u>I&S</u>	<u>Actual %</u>
	<u>Collected</u>	<u>M&O</u>			
3/1/2010	\$ 17,342.05	\$ 15,284.52	88.14%	\$ 2,057.53	11.86%
3/2/2010	\$ 35,299.63	\$ 31,111.54	88.14%	\$ 4,188.09	11.86%
3/3/2010	\$ 45,193.18	\$ 39,831.28	88.14%	\$ 5,361.90	11.86%
3/4/2010	\$ 19,906.31	\$ 17,544.54	88.14%	\$ 2,361.77	11.86%
3/5/2010	\$ 96,784.85	\$ 85,301.90	88.14%	\$ 11,482.95	11.86%
3/8/2010	\$ 9,218.68	\$ 8,124.94	88.14%	\$ 1,093.74	11.86%
3/15/2010	\$ 42,671.99	\$ 37,609.21	88.14%	\$ 5,062.78	11.86%
3/16/2010	\$ 4,847.38	\$ 4,272.27	88.14%	\$ 575.11	11.86%
3/17/2010	\$ 2,814.62	\$ 2,480.68	88.14%	\$ 333.94	11.86%
3/18/2010	\$ 29,969.60	\$ 26,413.88	88.14%	\$ 3,555.72	11.86%
3/19/2010	\$ 7,683.23	\$ 6,771.66	88.14%	\$ 911.57	11.86%
3/22/2010	\$ 3,247.66	\$ 2,862.34	88.14%	\$ 385.32	11.86%
3/23/2010	\$ 14,140.21	\$ 12,462.56	88.14%	\$ 1,677.65	11.86%
3/24/2010	\$ 4,272.58	\$ 3,765.66	88.14%	\$ 506.92	11.86%
3/25/2010	\$ 11,682.71	\$ 10,296.63	88.14%	\$ 1,386.08	11.86%
3/26/2010	\$ 7,898.77	\$ 6,961.63	88.14%	\$ 937.14	11.86%
3/29/2010	\$ 29,250.65	\$ 25,780.23	88.14%	\$ 3,470.42	11.86%
3/30/2010	\$ 12,502.62	\$ 11,019.26	88.14%	\$ 1,483.36	11.86%
3/31/2010	\$ 31,897.00	\$ 28,112.61	88.14%	\$ 3,784.39	11.86%
Totals	\$ 426,623.72	\$ 376,007.34	88.14%	\$ 50,616.38	11.86%

	5711	5712	5719	
	Current Year	Prior Year	Pen & Int	Totals
I&S	42,365.15	3,981.68	4,269.55	50,616.38
M&O	314,712.53	29,578.16	31,716.65	376,007.34
Totals	\$ 357,077.68	\$ 33,559.84	\$ 35,986.20	\$ 426,623.72

Total M&O \$ 344,290.70
Total I&S \$ 46,346.82
(less P&I)

Yearly M&O \$ 13,055,025.15
Yearly I&S \$ 1,757,407.26
(less P&I)
Total \$ 14,812,432.41

Board Report
 Comparison of Revenue to Budget
 Lago Vista ISD
 As of March

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	13,927,812.00	-376,007.34	-13,266,517.43	661,294.57	95.25%
5730 - TUITION FEES FROM PATRONS	3,000.00	.00	.00	3,000.00	.00%
5740 - INTEREST, RENT, MISC REVENUE	160,000.00	-8,282.64	-288,718.67	-128,718.67	180.45%
5750 - ATHLETIC ACTIIVTY REVENUE	26,400.00	-460.00	-27,262.05	-862.05	103.27%
5760 - OTHER REV FM LOCAL SOURCE	500.00	.00	.00	500.00	.00%
Total REVENUE-LOCAL & INTERMED	14,117,712.00	-384,749.98	-13,582,498.15	535,213.85	96.21%
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA-FOUNDATION REV	1,901,545.00	-178,534.00	-2,018,491.00	-116,946.00	106.15%
5830 - TRS ON-BEHALF	426,656.00	.00	-110,452.28	316,203.72	25.89%
Total STATE PROGRAM REVENUES	2,328,201.00	-178,534.00	-2,128,943.28	199,257.72	91.44%
Total Revenue Local-State-Federal	16,445,913.00	-563,283.98	-15,711,441.43	734,471.57	95.53%

Board Report
 Comparison of Expenditures and Encumbrances to Budget
 Lago Vista ISD
 As of March

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-6,501,979.00	.00	3,462,084.13	523,351.19	-3,039,894.87	53.25%
6200 - PURCHASE CONTRACTED SVS	-150,898.00	.00	114,324.25	30,183.55	-36,573.75	75.76%
6300 - SUPPLIES AND MATERIALS	-270,845.00	5,918.67	65,347.54	8,969.91	-199,578.79	24.13%
6400 - OTHER OPERATING EXPENSES	-51,487.00	940.74	17,804.76	2,414.49	-32,741.50	34.58%
6600 - CPTL OUTLY LAND BLDG EQUIP	-32,498.00	.00	11,602.00	644.00	-20,896.00	35.70%
Total Function 11 INSTRUCTION	-7,007,707.00	6,859.41	3,671,162.68	565,563.14	-3,329,684.91	52.39%
12 - LIBRARY						
6100 - PAYROLL COSTS	-163,212.00	.00	90,652.63	13,966.05	-72,559.37	55.54%
6200 - PURCHASE CONTRACTED SVS	-6,912.00	.00	3,952.33	279.00	-2,959.67	57.18%
6300 - SUPPLIES AND MATERIALS	-32,900.00	616.50	24,013.65	2,511.22	-8,269.85	72.99%
6400 - OTHER OPERATING EXPENSES	-950.00	431.93	623.95	528.95	105.88	65.68%
Total Function 12 LIBRARY	-203,974.00	1,048.43	119,242.56	17,285.22	-83,683.01	58.46%
13 - CURRICULUM						
6100 - PAYROLL COSTS	-52,507.00	.00	29,556.95	-26,862.99	-22,950.05	56.29%
6200 - PURCHASE CONTRACTED SVS	-35,856.00	77.55	7,942.13	2,637.08	-27,836.32	22.15%
6300 - SUPPLIES AND MATERIALS	-3,550.00	163.19	1,266.34	.00	-2,120.47	35.67%
6400 - OTHER OPERATING EXPENSES	-37,901.00	2,212.90	29,354.79	3,763.98	-6,333.31	77.45%
Total Function 13 CURRICULUM	-129,814.00	2,453.64	68,120.21	-20,461.93	-59,240.15	52.48%
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-87,410.00	.00	49,583.75	6,872.83	-37,826.25	56.73%
6200 - PURCHASE CONTRACTED SVS	-2,000.00	.00	1,617.29	.00	-382.71	80.86%
6300 - SUPPLIES AND MATERIALS	-2,000.00	.00	1,748.71	451.80	-251.29	87.44%
6400 - OTHER OPERATING EXPENSES	-1,100.00	.00	378.01	3.01	-721.99	34.36%
Total Function 21 INSTRUCTIONAL ADMINISTR.	-92,510.00	.00	53,327.76	7,327.64	-39,182.24	57.65%
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-666,494.00	.00	411,242.87	56,088.95	-255,251.13	61.70%
6200 - PURCHASE CONTRACTED SVS	-1,300.00	.00	.00	.00	-1,300.00	.00%
6300 - SUPPLIES AND MATERIALS	-11,900.00	.00	3,697.38	456.09	-8,202.62	31.07%
6400 - OTHER OPERATING EXPENSES	-5,000.00	385.86	1,887.90	185.00	-2,726.24	37.76%
Total Function 23 CAMPUS ADMINISTRATION	-684,694.00	385.86	416,828.15	56,730.04	-267,479.99	60.88%
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-295,219.00	.00	150,341.77	23,193.81	-144,877.23	50.93%
6200 - PURCHASE CONTRACTED SVS	-1,950.00	.00	661.25	.00	-1,288.75	33.91%
6300 - SUPPLIES AND MATERIALS	-9,245.00	.00	1,875.33	686.46	-7,369.67	20.28%
6400 - OTHER OPERATING EXPENSES	-8,150.00	1,367.50	489.00	335.00	-6,293.50	6.00%
Total Function 31 GUIDANCE AND COUNSELIN	-314,564.00	1,367.50	153,367.35	24,215.27	-159,829.15	48.76%
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-110,611.00	.00	61,363.94	8,389.18	-49,247.06	55.48%
6300 - SUPPLIES AND MATERIALS	-2,300.00	.00	1,155.14	.00	-1,144.86	50.22%
Total Function 33 HEALTH SERVICES	-112,911.00	.00	62,519.08	8,389.18	-50,391.92	55.37%
34 - PUPIL TRANSPORTATION-REGULAR						
6200 - PURCHASE CONTRACTED SVS	-413,278.00	.00	279,617.65	46,264.25	-133,660.35	67.66%
Total Function 34 PUPIL TRANSPORTATION-RE	-413,278.00	.00	279,617.65	46,264.25	-133,660.35	67.66%
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-159,085.00	.00	119,710.28	14,351.84	-39,374.72	75.25%
6200 - PURCHASE CONTRACTED SVS	-72,341.00	.00	45,924.92	3,900.00	-26,416.08	63.48%
6300 - SUPPLIES AND MATERIALS	-97,800.00	789.45	92,176.16	2,333.82	-4,834.39	94.25%
6400 - OTHER OPERATING EXPENSES	-104,674.00	3,160.00	94,284.15	22,841.56	-7,229.85	90.07%
Total Function 36 CO-CURRICULAR ACTIVITIES	-433,900.00	3,949.45	352,095.51	43,427.22	-77,855.04	81.15%
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-345,777.00	.00	186,382.19	55,884.25	-159,394.81	53.90%

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
41 - GENERAL ADMINISTRATION						
6200 - PURCHASE CONTRACTED SVS	-143,910.00	171.47	57,633.82	2,373.98	-86,104.71	40.05%
6300 - SUPPLIES AND MATERIALS	-8,000.00	93.64	4,616.37	424.08	-3,289.99	57.70%
6400 - OTHER OPERATING EXPENSES	-30,500.00	129.78	21,080.00	731.53	-9,290.22	69.11%
Total Function 41 GENERAL ADMINISTRATION	-528,187.00	394.89	269,712.38	59,413.84	-258,079.73	51.06%
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-194,636.00	.00	109,081.63	15,234.59	-85,554.37	56.04%
6200 - PURCHASE CONTRACTED SVS	-870,035.00	197,958.18	511,357.19	71,249.33	-160,719.63	58.77%
6300 - SUPPLIES AND MATERIALS	-75,786.00	491.64	31,846.19	14,915.08	-43,448.17	42.02%
6400 - OTHER OPERATING EXPENSES	-58,800.00	.00	53,259.00	37.00	-5,541.00	90.58%
Total Function 51 PLANT MAINTENANCE & OPE	-1,199,257.00	198,449.82	705,544.01	101,436.00	-295,263.17	58.83%
52 - SECURITY						
6200 - PURCHASE CONTRACTED SVS	-39,200.00	.00	11,906.70	1,100.00	-27,293.30	30.37%
Total Function 52 SECURITY	-39,200.00	.00	11,906.70	1,100.00	-27,293.30	30.37%
53 - DATA PROCESSING						
6200 - PURCHASE CONTRACTED SVS	-12,100.00	.00	10,072.55	.00	-2,027.45	83.24%
6300 - SUPPLIES AND MATERIALS	-5,000.00	324.87	.00	.00	-4,675.13	.00%
6400 - OTHER OPERATING EXPENSES	-3,000.00	.00	.00	.00	-3,000.00	.00%
Total Function 53 DATA PROCESSING	-20,100.00	324.87	10,072.55	.00	-9,702.58	50.11%
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-13,776.00	.00	9,457.18	1,071.35	-4,318.82	68.65%
Total Function 61 COMMUNITY SERVICES	-13,776.00	.00	9,457.18	1,071.35	-4,318.82	68.65%
81 - CAPITAL PROJECTS						
6600 - CPTL OUTLY LAND BLDG EQUIP	-2,500.00	.00	2,125.00	2,125.00	-375.00	85.00%
Total Function 81 CAPITAL PROJECTS	-2,500.00	.00	2,125.00	2,125.00	-375.00	85.00%
91 - CHAPTER 41 PAYMENT						
6200 - PURCHASE CONTRACTED SVS	-5,174,541.00	.00	1,579,082.00	764,058.00	-3,595,459.00	30.52%
Total Function 91 CHAPTER 41 PAYMENT	-5,174,541.00	.00	1,579,082.00	764,058.00	-3,595,459.00	30.52%
99 - PAYMENT TO OTHER GOVERN ENT						
6200 - PURCHASE CONTRACTED SVS	-75,000.00	.00	59,928.61	20,195.50	-15,071.39	79.90%
Total Function 99 PAYMENT TO OTHER GOVER	-75,000.00	.00	59,928.61	20,195.50	-15,071.39	79.90%
8000 - OTHER USES						
00 - DISTRICT WIDE						
8900 - OTHER USES-TRANSFERS OUT	.00	.00	.00	.00	.00	.00%
Total Function 00 DISTRICT WIDE	.00	.00	.00	.00	.00	.00%
Total Expenditures	-16,445,913.00	215,233.87	7,824,109.38	1,698,139.72	-8,406,569.75	47.57%

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5750 - ATHLETIC ACTIIVTY REVENUE	329,884.00	-33,740.84	-214,023.79	115,860.21	64.88%
Total REVENUE-LOCAL & INTERMED	329,884.00	-33,740.84	-214,023.79	115,860.21	64.88%
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	3,205.00	-3,050.00	-3,050.00	155.00	95.16%
Total STATE PROGRAM REVENUES	3,205.00	-3,050.00	-3,050.00	155.00	95.16%
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	197,754.00	-20,550.00	-121,839.00	75,915.00	61.61%
Total FEDERAL PROGRAM REVENUES	197,754.00	-20,550.00	-121,839.00	75,915.00	61.61%
Total Revenue Local-State-Federal	530,843.00	-57,340.84	-338,912.79	191,930.21	63.84%

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
35 - FOOD SERVICES						
6100 - PAYROLL COSTS	.00	.00	2,585.33	.00	2,585.33	.00%
6200 - PURCHASE CONTRACTED SVS	-507,093.00	.00	306,886.47	54,236.89	-200,206.53	60.52%
6300 - SUPPLIES AND MATERIALS	-23,750.00	.00	9,120.97	.00	-14,629.03	38.40%
Total Function 35 FOOD SERVICES	-530,843.00	.00	318,592.77	54,236.89	-212,250.23	60.02%
Total Expenditures	-530,843.00	.00	318,592.77	54,236.89	-212,250.23	60.02%

Board Report
Comparison of Revenue to Budget
Lago Vista ISD
As of March

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	373,754.00	-93,438.50	-93,438.50	280,315.50	25.00%
Total FEDERAL PROGRAM REVENUES	373,754.00	-93,438.50	-93,438.50	280,315.50	25.00%
Total Revenue Local-State-Federal	373,754.00	-93,438.50	-93,438.50	280,315.50	25.00%

Board Report
 Comparison of Expenditures and Encumbrances to Budget
 Lago Vista ISD
 As of March

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
11 - INSTRUCTION						
6200 - PURCHASE CONTRACTED SVS	-57,286.00	.00	200.00	.00	-57,086.00	.35%
6300 - SUPPLIES AND MATERIALS	-316,468.00	2,852.18	108,136.48	49,279.71	-205,479.34	34.17%
Total Function 11 INSTRUCTION	-373,754.00	2,852.18	108,336.48	49,279.71	-262,565.34	28.99%
Total Expenditures	-373,754.00	2,852.18	108,336.48	49,279.71	-262,565.34	28.99%

Board Report
Comparison of Revenue to Budget
Lago Vista ISD
As of March

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	1,738,307.00	-50,616.38	-1,783,580.95	-45,273.95	102.60%
5740 - INTEREST, RENT, MISC REVENUE	28,142.00	-390.03	-2,070.28	26,071.72	7.36%
Total REVENUE-LOCAL & INTERMED	1,766,449.00	-51,006.41	-1,785,651.23	-19,202.23	101.09%
Total Revenue Local-State-Federal	1,766,449.00	-51,006.41	-1,785,651.23	-19,202.23	101.09%

Board Report
Comparison of Expenditures and Encumbrances to Budget
Lago Vista ISD
As of March

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-1,851,963.76	.00	228,481.89	.00	-1,623,481.87	12.34%
Total Function 71 DEBT SERVICES	-1,851,963.76	.00	228,481.89	.00	-1,623,481.87	12.34%
Total Expenditures	-1,851,963.76	.00	228,481.89	.00	-1,623,481.87	12.34%
End of Report						

		SEPT	OCT	NOV	STATE DEC	PYMTS JAN	2009-2010 FEB	MAR	APRIL	MAY	JUNE	JULY	AUG
Current Year 09-10													
FSP		\$ 1,037,486.00	\$ 770,204.00										
Per Capita			\$ 22,841.00	\$ 1,342.00	\$ 6,708.00			\$ 1,342.00					
NSLP			\$ 17,877.00	\$ 17,787.00	\$ 26,116.00		\$ 15,956.00	\$ 16,738.00					
SBP			\$ 4,098.00	\$ 4,593.00	\$ 6,915.00		\$ 3,678.00	\$ 3,812.00					
School Lunch Matching								\$ 3,050.00					
Title I Part A					\$ 20,595.31			\$ 18,086.03					
Title I ARRA			\$ 4,992.00		\$ 8,689.67			\$ 1,399.08					
Title II Part A					\$ 1,500.00			\$ 16,432.60					
IDEA B Pres					\$ 4,026.00								
IDEA B Form					\$ 55,992.71			\$ 53,104.13					
IDEA B Pre ARRA								\$ 4,377.75					
IDEA B For ARRA					\$ 15,613.23			\$ 30,778.79					
DAEP				\$ 1,376.00									
AP/IB Incentive							\$ 430.00						
SSI-ARI/AMI		\$ 10,282.96	\$ 1,319.77										
SFSF								\$ 93,438.50					
Prior Year Funds Rec'd Curr Yr													
FSP								\$ 177,192.00					
NSLP		\$ 3,688.00											
SBP		\$ 601.00											
Sum Sch LEP				\$ 1,026.00									
Fiscal Year 08-09													
FSP		\$ 1,620,831.00	\$ 1,310,646.00						\$ 392.00				\$ 610,332.00
Per Capita		\$ 13,238.00	\$ 6,339.00	\$ 3,579.00	\$ 32,266.00			\$ 49,375.00	\$ 37,236.00	\$ 30,886.00	\$ 46,054.00	\$ 28,605.00	\$ 54,145.00
NSLP			\$ 15,892.00	\$ 15,790.00	\$ 21,767.00		\$ 12,197.00	\$ 13,282.00	\$ 12,514.00	\$ 14,932.00	\$ 16,651.00		
SBP			\$ 4,183.00	\$ 4,181.00	\$ 5,763.00		\$ 2,945.00	\$ 3,297.00	\$ 3,177.00	\$ 4,093.00	\$ 4,476.00		
Sch Lnch Match								\$ 3,100.00					
Title I Part A						\$ 22,805.25						\$ 51,608.10	
Title II Part A						\$ 11,719.42			\$ 7,211.75			\$ 6,190.83	
IDEA B Pres						\$ 3,383.00			\$ 19,660.65				
IDEA B Form						\$ 76,900.85			\$ 58,350.95			\$ 37,799.20	
DAEP				\$ 1,359.00									
SSI-ARI/AMI						\$ 5,268.14	\$ 1,723.00						
AP/IB Incentive		\$ 2,952.00											\$ 2,216.30
Tech Allotment				\$ 35,509.00									
Prior Year Funds Rec'd Curr Yr													
FSP		\$ 431,289.00											
NSLP		\$ 2,645.00											
SBP		\$ 440.00											
Variance from previous year													
	FSP	\$ (583,345.00)	\$ (540,442.00)										
	Receiving less \$ from the state in FSP in 09-10 than in 08-09												

MARCH
58.30%

09 - '10
Current Year

REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET
5710	LOCAL TAX REVENUES	\$ 13,927,812	\$ 13,266,517	\$ 661,295	95.25%
57XX	OTHER LOCAL REVENUES	\$ 189,900	\$ 315,981	\$ (126,081)	166.39%
58XX	STATE PROG. REVENUES	\$ 1,901,545	\$ 2,018,491	\$ (116,946)	106.15%
59XX	FED PROG. REVENUES	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE		\$ 16,175,913	\$ 15,600,989	\$ 418,268	96.45%

EXPENDITURES					
11	INSTRUCTION	\$ 7,007,707	\$ 3,671,163	\$ 3,336,544	52.39%
12	LIBRARY	\$ 203,974	\$ 119,243	\$ 84,731	58.46%
13	STAFF DEVELOPMENT	\$ 129,814	\$ 68,120	\$ 61,694	52.48%
21	INST. ADMINISTRATION	\$ 92,510	\$ 53,328	\$ 39,182	57.65%
23	SCHOOL ADMINISTRATION	\$ 684,694	\$ 416,828	\$ 267,866	60.88%
31	GUID AND COUNSELING	\$ 314,564	\$ 153,367	\$ 161,197	48.76%
33	HEALTH SERVICES	\$ 112,911	\$ 62,519	\$ 50,392	55.37%
34	PUPIL TRANSP - REGULAR	\$ 413,278	\$ 279,618	\$ 133,660	67.66%
36	CO-CURRICULAR ACT	\$ 433,900	\$ 352,095	\$ 81,805	81.15%
41	GEN ADMINISTRATION	\$ 528,187	\$ 269,712	\$ 258,475	51.06%
51	PLANT MAINT & OPERATION	\$ 1,199,257	\$ 705,544	\$ 493,713	58.83%
52	SECURITY	\$ 39,200	\$ 11,907	\$ 27,293	30.38%
53	DATA PROCESSING	\$ 20,100	\$ 10,072	\$ 10,028	50.11%
61	COMMUNITY SERVICE	\$ 13,776	\$ 8,457	\$ 5,319	61.39%
81	CONSTRUCTION	\$ 2,500	\$ 2,125	\$ 375	85.00%
91	STUDENT ATTENDANCE CR	\$ 5,174,541	\$ 1,579,082	\$ 3,595,459	30.52%
99	TRAVIS COUNTY APP	\$ 75,000	\$ 59,929	\$ 15,071	79.91%
U	TRANSFER OUT	\$ -	\$ -	\$ -	
TOTAL EXPENDITURES		\$ 16,445,913	\$ 7,823,109	\$ 8,622,804	47.57%

08 - '09

REVENUES		PR AMEND BUDGET	CUMULATIVE ACTUAL	Balance	% OF ACTUAL TOTAL	VAR.
5710	LOCAL TAX REVENUES	\$ 12,851,525	\$ 12,207,973	\$ 643,552	94.99%	0.26%
57XX	OTHER LOCAL REVENUES	\$ 382,000	\$ 103,942	\$ 278,058	27.21%	139.18%
58XX	STATE PROG. REVENUES	\$ 4,058,556	\$ 3,204,561	\$ 853,995	78.96%	27.19%
59XX	FED PROG. REVENUES	\$ -	\$ -	\$ -	0.00%	0.00%
TOTAL REVENUE		\$ 17,292,081	\$ 15,516,476	\$ 1,775,605	89.73%	6.71%
EXPENDITURES						
11	INSTRUCTION	\$ 7,102,535	\$ 3,861,748	\$ 3,240,787	54.37%	-1.98%
12	LIBRARY	\$ 179,673	\$ 115,354	\$ 64,319	64.20%	-5.74%
13	STAFF DEVELOPMENT	\$ 127,544	\$ 75,849	\$ 51,695	59.47%	-6.99%
21	INST. ADMINISTRATION	\$ 89,192	\$ 48,604	\$ 40,588	54.49%	3.15%
23	SCHOOL ADMINISTRATION	\$ 661,273	\$ 394,549	\$ 266,724	59.67%	1.21%
31	GUID AND COUNSELING	\$ 324,544	\$ 159,093	\$ 165,451	49.02%	-0.27%
33	HEALTH SERVICES	\$ 106,180	\$ 60,500	\$ 45,680	56.98%	-1.61%
34	PUPIL TRANSP - REGULAR	\$ 452,577	\$ 270,406	\$ 182,171	59.75%	7.91%
36	CO-CURRICULAR ACT	\$ 420,574	\$ 321,264	\$ 99,310	76.39%	4.76%
41	GEN ADMINISTRATION	\$ 568,648	\$ 316,792	\$ 251,856	55.71%	-4.65%
51	PLANT MAINT & OPERATION	\$ 1,221,511	\$ 775,823	\$ 445,688	63.51%	-4.68%
52	SECURITY	\$ 39,200	\$ 20,605	\$ 18,595	52.56%	-22.19%
53	DATA PROCESSING	\$ 19,750	\$ 9,385	\$ 10,365	47.52%	2.59%
61	COMMUNITY SERVICE	\$ 13,345	\$ 10,592	\$ 2,753	79.37%	-17.98%
81	CONSTRUCTION	\$ 448,312	\$ 352,948	\$ 95,364	78.73%	6.27%
91	STUDENT ATTENDANCE CR	\$ 5,890,533	\$ 1,663,494	\$ 4,227,039	28.24%	2.28%
99	TRAVIS COUNTY APP	\$ 75,000	\$ 56,698	\$ 18,302	75.60%	4.31%
U	TRANSFER OUT	\$ -	\$ -	\$ -	0.00%	0.00%
TOTAL EXPENDITURES		\$ 17,740,391	\$ 8,513,704	\$ 9,226,687	47.99%	-0.42%

BANK STATEMENTS/INVESTMENTS													
09-10	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	
General	\$ 51,062.82	\$ 51,988.34	\$ 49,752.85	\$ 49,767.76	\$ 75,933.14	\$ 49,785.06	\$ 49,751.51						
Gen Sweep	\$ 148,555.52	\$ 146,942.65	\$ 194,542.58	\$ 144,273.38	\$ 166,400.67	\$ 163,399.53	\$ 185,171.08						
Cap Proj Sweep	\$ 49,790.27	\$ 49,821.31	\$ 49,831.89	\$ 49,842.47	\$ 49,852.37	\$ 49,861.93	\$ 49,873.20						
I & S	\$ 234.93	\$ 243.97	\$ 235.01	\$ 235.05	\$ 235.09	\$ 235.09	\$ 235.18						
Lonestar M & O	\$ 5,007,337.26	\$ 5,251,140.28	\$ 4,683,080.90	\$ 7,575,656.72	\$ 12,150,738.36	\$ 13,420,412.75	\$ 12,345,549.63						
Lonestar I&S	\$ 589,241.65	\$ 635,861.38	\$ 710,530.33	\$ 1,212,533.44	\$ 2,151,622.89	\$ 2,085,177.69	\$ 2,136,184.06						
Lonestar Constr	\$ 199,995.85	\$ 200,046.34	\$ 200,089.48	\$ 200,132.64	\$ 200,168.77	\$ 200,200.50	\$ 200,200.50						
TOTAL	\$ 6,046,218.30	\$ 6,336,044.27	\$ 5,888,063.04	\$ 9,232,441.46	\$ 14,794,951.29	\$ 15,969,072.55	\$ 14,966,965.16						
Difference		\$ 289,825.97	\$ (447,981.23)	\$ 3,344,378.42	\$ 5,562,509.83	\$ 1,174,121.26	\$ (1,002,107.39)						
INTEREST EARNED													
General	\$ 7.88	\$ 8.40	\$ 8.69	\$ 8.61	\$ 8.07	\$ 8.44	\$ 9.25						
Gen Sweep	\$ 29.10	\$ 45.38	\$ 52.88	\$ 54.79	\$ 47.29	\$ 36.05	\$ 34.25						
Cap Proj Sweep	\$ 10.23	\$ 10.24	\$ 10.58	\$ 10.58	\$ 9.90	\$ 9.56	\$ 11.27						
I & S	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04	\$ 0.04						
Lonestar M & O	\$ 1,373.45	\$ 1,235.94	\$ 1,080.15	\$ 1,140.36	\$ 1,922.44	\$ 2,188.99	\$ 1,043.53						
Lonestar I&S	\$ 165.25	\$ 154.38	\$ 145.71	\$ 186.31	\$ 307.25	\$ 360.55	\$ 389.99						
Lonestar Constr	\$ 56.47	\$ 50.49	\$ 43.14	\$ 43.16	\$ 36.13	\$ 31.73	\$ 36.89						
TOTAL INTEREST	\$ 1,642.42	\$ 1,504.87	\$ 1,341.19	\$ 1,443.85	\$ 2,331.12	\$ 2,635.36	\$ 1,525.22						
Cumulative		\$ 3,147.29	\$ 4,488.48	\$ 5,932.33	\$ 8,263.45	\$ 10,898.81	\$ 12,424.03						
08-09													
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	
General	\$ 52,416.33	\$ 50,768.49	\$ 49,844.93	\$ 49,786.26	\$ 75,796.06	\$ 54,697.60	\$ 52,000.28	\$ 50,979.68	\$ 64,925.23	\$ 54,665.85	\$ 49,838.95	\$ 54,912.28	
Gen Sweep	\$ 271,276.24	\$ 113,178.25	\$ 245,512.46	\$ 124,253.45	\$ 314,779.38	\$ 214,984.41	\$ 98,045.44	\$ 25,042.04	\$ 41,935.39	\$ 104,331.09	\$ 100,867.26	\$ 71,905.77	
Cap Proj Sweep	\$ 49,520.25	\$ 49,601.41	\$ 49,632.64	\$ 49,664.46	\$ 49,683.65	\$ 49,702.71	\$ 49,724.50	\$ 49,744.94	\$ 49,764.70	\$ 49,779.70	\$ 49,790.27	\$ 49,800.84	
I & S	\$ 233.54	\$ 233.64	\$ 233.73	\$ 233.84	\$ 233.94	\$ 234.03	\$ 234.13	\$ 234.23	\$ 234.32	\$ 234.39	\$ 2,646.27	\$ 234.89	
Lonestar M & O	\$ 5,846,415.63	\$ 6,244,691.93	\$ 5,424,033.98	\$ 8,965,419.13	\$ 12,692,777.01	\$ 13,345,208.65	\$ 11,973,994.71	\$ 10,678,135.24	\$ 9,151,810.94	\$ 7,414,547.86	\$ 6,013,648.36	\$ 5,039,620.07	
Lonestar I&S	\$ 656,018.25	\$ 666,385.65	\$ 716,389.96	\$ 1,299,327.93	\$ 1,936,331.96	\$ 2,014,813.14	\$ 2,055,338.09	\$ 2,081,437.62	\$ 2,106,535.19	\$ 2,119,212.23	\$ 2,144,652.09	\$ 579,661.98	
Lonestar Constr	\$ 198,094.93	\$ 198,094.93	\$ 198,738.81	\$ 198,993.04	\$ 199,197.21	\$ 199,342.29	\$ 199,482.67	\$ 199,606.96	\$ 199,718.53	\$ 199,803.41	\$ 199,875.10	\$ 199,939.38	
TOTAL	\$ 7,073,975.17	\$ 7,322,954.30	\$ 6,684,386.51	\$ 10,687,678.11	\$ 15,268,799.21	\$ 15,878,982.83	\$ 14,428,819.82	\$ 13,085,180.71	\$ 11,614,924.30	\$ 9,942,574.53	\$ 8,561,318.30	\$ 5,996,075.21	
Difference		\$ 248,979.13	\$ (638,567.79)	\$ 4,003,291.60	\$ 4,581,121.10	\$ 610,183.62	\$ (1,450,163.01)	\$ (1,343,639.11)	\$ (1,470,256.41)	\$ (1,672,349.77)	\$ (1,381,256.23)	\$ (2,565,243.09)	
INTEREST EARNED													
General													
Gen Sweep	\$ 499.20	\$ 473.25	\$ 173.43	\$ 136.16	\$ 103.08	\$ 137.95	\$ 96.70	\$ 379.25	\$ 57.83	\$ 41.51	\$ 31.31	\$ 29.98	
Cap Proj Sweep	\$ 82.52	\$ 80.16	\$ 80.16	\$ 31.82	\$ 19.19	\$ 19.06	\$ 21.79	\$ 20.44	\$ 19.76	\$ 15.00	\$ 10.57	\$ 10.57	
I & S	\$ 0.10	\$ 0.10	\$ 0.09	\$ 0.11	\$ 0.10	\$ 0.09	\$ 0.10	\$ 0.10	\$ 0.09	\$ 0.07	\$ 0.38	\$ 0.12	
Lonestar M & O	\$ 10,373.15	\$ 10,377.50	\$ 8,344.50	\$ 7,804.64	\$ 11,690.40	\$ 10,087.11	\$ 9,015.90	\$ 7,085.44	\$ 5,543.26	\$ 3,549.22	\$ 2,432.47	\$ 1,712.71	
Lonestar I&S	\$ 1,299.64	\$ 1,201.50	\$ 1,201.67	\$ 1,100.05	\$ 1,703.95	\$ 1,499.25	\$ 1,435.21	\$ 1,289.37	\$ 1,170.83	\$ 898.19	\$ 765.12	\$ 383.04	
Lonestar Constr	\$ 394.13	\$ 360.93	\$ 282.81	\$ 254.37	\$ 204.17	\$ 145.08	\$ 162.17	\$ 144.73	\$ 131.33	\$ 99.88	\$ 82.26	\$ 74.85	
TOTAL INTEREST	\$ 12,648.74	\$ 12,493.44	\$ 10,082.66	\$ 9,327.15	\$ 13,720.89	\$ 11,888.54	\$ 10,731.87	\$ 8,919.33	\$ 6,923.10	\$ 4,603.87	\$ 3,322.11	\$ 2,211.27	
Cumulative		\$ 25,142.18	\$ 35,224.84	\$ 44,551.99	\$ 58,272.88	\$ 70,161.42	\$ 80,893.29	\$ 89,812.62	\$ 96,735.72	\$ 101,339.59	\$ 104,661.70	\$ 106,872.97	
Variance between 08-09 & 09-10		09-10 minus 08-09											
Bank Stmts & LS	\$ (1,027,756.87)	\$ (986,910.03)	\$ (796,323.47)	\$ (1,455,236.65)	\$ (473,847.92)	\$ 90,089.72	\$ 538,145.34						
Interest	\$ (11,006.32)	\$ (10,988.57)	\$ (8,741.47)	\$ (7,883.30)	\$ (11,389.77)	\$ (9,253.18)	\$ (9,206.65)						

	Instruction	Library	Staff Devel	Inst Admin	School Admim	Guid & Coun	Health Ser	Transportation	Co Curricular	Gen Admin	Plan Maint	Security	Data Proc	Comm Serv	Construction	Stud Attn Cred	App District
09-10	\$ 3,671,163.00	\$ 119,243.00	\$ 68,120.00	\$ 48,604.00	\$ 416,828.00	\$ 153,367.00	\$ 62,519.00	\$ 279,618.00	\$ 352,095.00	\$ 269,712.00	\$ 705,544.00	\$ 11,907.00	\$ 10,072.00	\$ 8,457.00	\$ 2,125.00	\$ 1,579,082.00	\$ 59,929.00
08-09	\$ 3,861,748.00	\$ 115,354.00	\$ 75,849.00	\$ 53,238.00	\$ 394,549.00	\$ 159,093.00	\$ 60,500.00	\$ 270,406.00	\$ 321,264.00	\$ 316,792.00	\$ 775,823.00	\$ 20,605.00	\$ 9,385.00	\$ 10,592.00	\$ 352,948.00	\$ 1,663,494.00	\$ 56,698.00

