**Notice of Regular**
**Board of Trustees**
**July 19, 2005**

A Regular of the Board of Trustees will be held on July 19, 2005, beginning at 7:00 PM, in the Administration Building, 400 East Loop 340, Waco, TX 76705.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. Roll Call, Establishment of Quorum, and Call to Order --
II. Opening Ceremony --
III. Listing of Agenda Items --
IV. Public Participation --
V. Recognition Items --
VI. Special Reports --
    A. Construction Report --
    B. Legislative Report --
    C. Superintendent's Information to the Board --
    D. Departmental Reports --
VII. Consent Agenda Items --
    A. Minutes for Meetings Held --
    B. Personnel Items --
        1. Personnel Resignations, Contract Renewals, and Contract Recommendations --
        2. Job Description(s) or Revisions to Job Description(s) --
        3. Paygrade Chart or Revision(s) to Paygrade Chart --
    C. Monthly Budget Analysis Report --
    D. Tax Collection Report --
    E. Texas Association of Schools Boards Localized Policy Manual Update 75 -- Mr. Al Bishop
        1. BDAE (LOCAL) Officers and Officials: Duties and Requirements of Depository --
        2. BDB (LOCAL) Board Internal Organization: Internal Committees --
        3. BDD (LOCAL) Board Internal Organization: Attorney --
        4. BJCB (LOCAL) Superintendent: Professional Development --
        5. CLB (LOCAL) Buildings, Grounds, and Equipment Management: Maintenance --
        6. CNA (LOCAL) Transportation Management: Student Transportation --
        7. DAA (LOCAL) Employment Objectives: Equal Employment Opportunity --
        8. DH (LOCAL) Employee Standards of Conduct --
        9. DHB (LOCAL) Employee Standards of Conduct: Harassment --
        10. DHC (LOCAL) Employee Standards of Conduct: Sexual Harassment/Sexual Abuse --
        11. DIA (LOCAL) Employee Welfare: Freedom from Harassment --
        12. EC (LOCAL) School Day --
        13. EIE (LOCAL) Academic Achievement: Retention and Promotion --
        14. FB (LOCAL) Equal Educational Opportunity --
        15. FFF (LOCAL) Student Welfare: Student Safety --

16. FFH (LOCAL) Student Welfare: Freedom from Harassment --
17. FNC (LOCAL) Student Rights and Responsibilities: Student Conduct --
18. FNCE (LOCAL) Student Conduct: Telecommunications Devices --
19. FNCJ (LOCAL) Student Conduct: Sexual Harassment/Sexual Abuse --
20. FNCL (LOCAL) Student Conduct: Harassment --
21. GBA (LOCAL) Public Information Program: Access to Public Information --
22. GBAA (LOCAL) Information Access: Requests for Information --

F. Participation in the Texas Association of School Boards (TASB) Electricity Aggregation Pool for the Bidding and Procurement of Electricity -- Mr. Gary W. Williams

G. Waiver for Modified Schedule on TAKS Testing Days for LVHS -- Dr. Sharon M. Shields

VIII. Action / Discussion Items --

A. Employee Handbooks for 2005-2006 -- Mr. Al Bishop

B. Transportation Services Contract with Durham School Services -- Mr. Gary W. Williams

C. Employee Acceptable Use Policy for the the Use of Electronic Information Resources -- Mr. Gary W. Williams

IX. Closed Meeting --

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

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

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

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

X. Adjournment --

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

_____

For the Board of Trustees

**ROLL CALL, ESTABLISHMENT OF QUORUM, AND CALL TO ORDER**

The meeting was called to order at _____ m.

Board of Trustees Members Present: _____

_____

Board of Trustees Members Absent: _____

_____

**BOARD PRESIDENT: THE OPENING CEREMONY CONSISTING OF THE PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG WILL BE PROVIDED BY**:

_____

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

**PLEASE STAND FOR OUR OPENING CEREMONY.**

**PLEDGE TO UNITED STATES FLAG.**

**PLEDGE TO TEXAS FLAG:**

**HONOR THE TEXAS FLAG, I PLEDGE ALLEGIANCE TO THEE,**

**TEXAS, ONE AND INDIVISIBLE.**

**APPROVE LISTING OF AGENDA ITEMS**

Motion: _____ For: _____

Second: _____ Against: _____ Abstain: _____

School Personnel Present: _____

_____

_____

_____

Others Present: _____

_____

_____

**PUBLIC PARTICIPATION**

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

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

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

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

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

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

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

**RECOGNITION ITEMS**

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Monte Geren

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

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

**SPECIAL REPORTS**

1. **Construction Report**
2. **Legislative Report**
3. **Superintendent's Information to the Board**

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Mr. Gary W. Williams, Dr. Tamra Walthall, Dr. Monte Geren, and LVISD Administrators

Background Information:
This portion of the board meeting is reserved to update the Board of Trustees on construction projects, legislative issues, and information from the Superintendent's Office.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

**DEPARTMENTAL REPORTS**

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
N/A

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

Fiscal Implication:
N/A

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

**CONSENT AGENDA ITEMS**

**Minutes for Meeting(s) Held**

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Monte Geren or Lori Mynarcik

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

Fiscal Implication:
N/A

Administrative Recommendation:
Board review and approval.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

*La Vega Independent School District*
*3100 Bellmead Drive, Waco, Texas 76705-3096*
*254-7999-496 ♦ 254-799-8642 FAX*

*Office of the Superintendent*

**La Vega I.S.D. Board of Trustees**
**Minutes of the Regular Meeting**
**June 21, 2005**

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

**BOARD MEMBERS ABSENT** – Randy Devorsky and Kevin Harris.

**SCHOOL PERSONNEL PRESENT** - Dr. Monte Geren, Gary W. Williams, Dr. Sharon M. Shields, Al Bishop, Cliff Brown, Charles Langlotz, Steven Oliver, Tom English, and Lori Mynarcik.

**OTHERS PRESENT** - David Ridley, John Kerley, Sarah English, Stephen Szanto, Sammi Jo Scott, Felicia Scott, Kelley Parker, Michael Battes, Trey Watkins, Stephen and Vicki Whitlock, Chris Craig, and V. Batts.

**CALLED TO ORDER AND OPENING CEREMONY** - Board President Phil Bancale established a quorum and brought the board meeting to order at 7:00 p.m. Mr. Gary W. Williams, Deputy Superintendent for Support Services, led the Pledge to the United States Flag and the Pledge to the Texas Flag.

**APPROVED LISTING OF AGENDA ITEMS** - Motioned by Mr. Outlaw and seconded by Mr. Jennings, the Board unanimously approved the listing of agenda items.

**PUBLIC PARTICIPATION** - None.

**RECOGNITION ITEMS**

**LVHS Band** - The following LVHS Band Students and Directors received a certificate of recognition for placing in the State Solo and Ensemble Contest:

- Kelley Parker, First Division, French Horn Solo; First Division, Brass Ensemble
- Sammi Jo Scott, First Division, Brass Ensemble
- Chris Craig, First Division, Brass Ensemble
- Kelley Parker, First Division, Brass Ensemble

- Seven Szanto, First Division, Brass Ensemble
- Ramon Carillo, Assistant Band Director
- Holly Johnson, Assistant Band Director
- Tom English, LVHS Band Director

**LVHS Choir Students** - The following LVHS Choir Students and Director received a certificate of recognition for placing in the State Solo and Ensemble Contest:

- Heather Shelton, First Division Voice Solo; Commendable Vocalist
- John Kerley, First Division Voice Solo
- Earl Presley, Choir Director

**LVHS Boys Track Team** - The following members of the LVHS Boys Track Team and Coaches received a certificate of recognition for placing at the State Track Meet. The team finished third overall.

- Michael Batts, Trey Watkins, Craig Watson and David Shepherd - First in the Mile Relay
- Craig Watson - Second in the 400 Meter Dash
- Michael Batts, David Shepherd, Karrington McCutcheon, and Dietrick Burr - Fourth in the 800 Meter Relay
- Dietrick Burr - Sixth in the Triple Jump
- Michael Batts, David Shepherd, Karrington McCutcheon, and Dietrick Burr - Eighth in the 400 Meter Relay

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

**Construction Report** - Mr. Cliff Brown, Director of Construction, provided a report on current construction projects. A cement shortage caused two delay days in the LVPC & LVES construction projects. The LVES floor slab will be poured this week. The roof replacement of the covered play area at LVPC is almost done.

**Legislative Report** - Dr. Tamra Walthall, the Board's legislative liaison, provided a legislative report. Today is the first day of the special legislative session, and it appears they are back to the drawing board with school finance. Senator Kay Bailey Hutchison has announced she will run for the Senate, so Carole Keeton Strayhorn will run against Governor Rick Perry.

**Superintendent's Information to the Board** - Dr. Geren, Superintendent, updated the Board on calendar and other miscellaneous items.

**DEPARTMENTAL REPORTS** - None.

**APPROVED CONSENT AGENDA ITEMS** - On a motion by Mrs. Watkins and seconded by Dr. Walthall, the Board unanimously approved the following Consent Agenda items:

- The minutes for the May 17, 2005 regular board meeting;
- The minutes for the May 26, 2005 called board meeting;
- The minutes for the May 31, 2005 called board meeting;
- The minutes for the June 13, 2005 called board meeting;
- The Probationary Contracts for the 2005-2006 school year for Kimberly Fuentes-Taylor, Lisa Cobb, and Brooke Yowell;
- The resignations of Kyle Allred, Holly Hart, Candice Kelm, and Susan Lefevre;
- The Monthly Budget Analysis Reports for the period ending on May 31, 2005;
- The Tax Collection Reports for the period ending on May 31, 2005;
- The Quarterly Investment Report for the period ending May 31, 2005;
- The End-of-Year Discipline Report for all La Vega ISD Campuses;
- The addition of Mr. Charles Langlotz to the district personnel allowed to access district information with Texpool and Lone Star Investment Pools; and
- The extension of the contract for workers' compensation insurance coverage with Deep East Texas Self Insurance Fund for an additional year expiring on August 31, 2008.

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

**Awarded Depository Contract Extension** - Motioned by Dr. Walthall and seconded by Mr. Outlaw, the Board unanimously approved a two-year extension to the current depository contract with American Bank, N.A., for the two-year period beginning September 1, 2005 and ending August 31, 2007.

**Approved the 2005-2006 School Calendar** - On a motion by Mr. Jennings and seconded by Mrs. Watkins, the Board unanimously approved the 2005-2006 School Calendar. A copy of the calendar is attached to the official minutes of this meeting.

**Authorized Payment in L-3/Raytheon Corporations Tax Settlement** - Motioned by Mrs. Watkins and seconded by Mr. Outlaw, the Board unanimously agreed to authorize the payment of property taxes to the L-3/Raytheon Corporations in accordance with the agreements approved on June 1, 2005 and June 10, 2005.

**Evaluated the Effects of Waiver for First Day of Instruction for 2004-2005** - The Board and Administration evaluated the August 12th start date for the 2004-2005 school year. The staff members and administrators have indicated that the semester split, holidays, and inclement weather days all worked acceptably. One campus reported that attendance dropped on the Monday after Easter, early release days, and selected days prior to the start of the Winter Break. These are not new occurrences, and the administration will continue to monitor these absences. The administration recommended implementation of an early start date of August 11, 2005 for the 2005-2006 school year as previously approved in the Texas Education Agency waiver.

**Approved Student Handbooks for 2005-2006** - Motioned by Mr. Outlaw and seconded by Mrs. Watkins, the Board unanimously approved the student handbooks for 2005-2006.

**First Reading of Localized Policy Manual Update 75** - The Board and administration reviewed recommended revisions to the Texas Association of School Boards Localized Policy Manual Update 75.

**CLOSED MEETING** - None.

**ADJOURNMENT** - On a motion by Mr. Jennings and seconded by Mrs. Watkins, the Board unanimously agreed to adjourn the meeting at 8:05 p.m. on June 21, 2005.

_____

**Date of Board Approval**

_____

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

_____

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

*La Vega Independent School District* *Office of the Superintendent*

*3100 Bellmead Drive, Waco, Texas 76705-3096*
*254-799-4963 ♦ 254-799-8642 FAX*

**La Vega I.S.D. Board of Trustees**
**Minutes of the Called Meeting**
**June 30, 2005**

**BOARD MEMBERS PRESENT** – Phil Bancale, Mildred Watkins, Rodney Outlaw, Dr. Tamra Walthall, and Kevin Harris.

**BOARD MEMBERS ABSENT** – Randy Devorsky and Henry C. Jennings.

**SCHOOL PERSONNEL PRESENT** – Dr. Monte Geren, Gary W. Williams, Dr. Sharon M. Shields, Al Bishop, and Lori Mynarcik.

**OTHERS PRESENT** – None.

**CALLED TO ORDER** - Mr. Phil Bancale, Board President, established a quorum and brought the board meeting to order at 12:13 p.m. Mr. Al Bishop, Executive Director for Personnel and Administrative Services, led the Pledge of Allegiance to the American Flag and the Pledge to the Texas Flag.

**APPROVED LISTING OF AGENDA ITEMS** - Motioned by Mr. Outlaw and seconded by Mr. Harris, the Board unanimously approved the listing of agenda items.

**ACTION/DISCUSSION ITEMS**

**Approved Personnel Items**

**Personnel Resignations, Contract Renewals, and Contract Recommendations** - Motioned by Mrs. Watkins and seconded by Mr. Harris, the Board unanimously approved the following personnel items:

- The Probationary Contracts for Blanca Ibanez, Michelle Pellegrino, Michie Smith, and Marsha Moore; and
- The resignations of Kay Baker, Bradley Bishop, Shellie Jachetta, Deanna Lovesmith, Ron Spears, and Kelly Surratt.

**CLOSED MEETING** - None.

**ADJOURNMENT** - On a motion by Mrs. Watkins and seconded by Mr. Harris, the Board unanimously agreed to adjourn the called meeting at 12:50 p.m. on June 30, 2005.

**Date of Board Approval**

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

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

*La Vega Independent School District* *Office of the Superintendent*

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**La Vega I.S.D. Board of Trustees**
**Minutes of the Called Meeting**
**July 7, 2005**

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

**BOARD MEMBERS ABSENT** – Randy Devorsky.

**SCHOOL PERSONNEL PRESENT** – Dr. Monte Geren, Gary W. Williams, Dr. Sharon M. Shields, Al Bishop, David Edison, Charles Langlotz, and Lori Mynarcik.

**OTHERS PRESENT** – None.

**CALLED TO ORDER** - Mr. Phil Bancale, Board President, established a quorum and brought the board meeting to order at 7 p.m. Dr. Sharon M. Shields, Assistant Superintendent for Instructional Services, led the Pledge of Allegiance to the American Flag and the Pledge to the Texas Flag.

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

**ACTION/DISCUSSION ITEMS**

**Approved Personnel Items**

**Personnel Resignations, Contract Renewals, and Contract Recommendations** - Motioned by Mrs. Watkins and seconded by Mr. Harris, the Board unanimously approved the following personnel items:

- The Probationary Contracts for Marsha Callison and Natalie Hoffman.

**Approved Employment of La Vega Intermediate School H. P. Miles Campus Principal** - Motioned by Dr. Walthall and seconded by Mr. Harris, the Board unanimously approved the employment of Bonita (Bonnie) E. Bliss McRae as the principal at La Vega Intermediate School H. P. Miles Campus.

**Budget Workshop** - Mr. Gary W. Williams, Deputy Superintendent for Support Services, conducted a budget workshop for the 2005-2006 Budget.

**CLOSED MEETING** - A closed session of the Board was declared at 7:14 p.m. on July 7, 2005 as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.074, to discuss personnel or to hear complaints against personnel. The closed meeting ended at 8:15 p.m. on July 7, 2005.

**ADJOURNMENT** - On a motion by Mr. Jennings and seconded by Mr. Harris, the Board unanimously agreed to adjourn the called meeting at 9:01 p.m. on July 7, 2005.

**Date of Board Approval**

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

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

**Personnel Items**

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

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

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

Contact Person:
Al Bishop

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

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

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

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

Fiscal Implication:
Personnel salaries are a budgeted item.

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

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

# *Personnel Contracts/Resignations*

## *PROBATIONARY CONTRACTS*

The following individuals are recommended for a Probationary Contract during the period of July 1, 2005– June 30, 2006:

| | |
|---|---|
| La Vega Intermediate H. P. Miles Campus | **Chris Borland**<br>Asst. Principal for Student Services<br>Replacing: David Edison<br><br>**Kristi Rizo**<br>Instructional Facilitator<br>Replacing: Bonita McRae |
| Mc Lennan County Challenge Academy | **Abigail Fretwell**<br>Certified Teacher<br>Replacing: Matt Hess |

## *RESIGNATIONS*

The following resignations are presented for approval:

| Name | Assignment | Reason for Resignation |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

_____

President, La Vega ISD Board of Trustees

July 19, 2005

**Monthly Budget Analysis Report**

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Gary W. Williams

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

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

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

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

# La Vega Independent School District
## Comparison of Revenue, Expenditures and Fund Balance
## as of 06/30/2005

| Description | General Fund | | |
|---|---|---|---|
| | Approved Budget | Year-to-Date Expenditures | Percent Expended |
| **Revenue:** | | | |
| Local & Intermediate Sources | $ 6,158,999 | $ 5,159,329 | 83.77% |
| State Sources | $ 11,129,865 | $ 5,934,134 | 53.32% |
| Federal Sources | $ 80,500 | $ 39,761 | 49.39% |
| TOTAL REVENUE | $ 17,369,364 | $ 11,133,223 | 64.10% |
| **Expenditures:** | | | |
| Instruction Services | $ 8,990,463 | $ 8,591,199 | 95.56% |
| Instructional Media | $ 343,148 | $ 276,061 | 80.45% |
| Staff Development | $ 174,514 | $ 119,499 | 68.48% |
| Instructional Administration | $ 310,338 | $ 266,977 | 86.03% |
| School Leadership | $ 1,086,727 | $ 1,120,343 | 103.09% |
| Guidance & Counseling Services | $ 781,666 | $ 600,682 | 76.85% |
| Attendance & Social Work | $ 86,784 | $ 65,958 | 76.00% |
| Health Services | $ 184,816 | $ 168,173 | 90.99% |
| Pupil Transportation | $ 658,250 | $ 631,703 | 95.97% |
| Child Nutrition Services | $ - | $ 2,700 | |
| Co-Curricular Activities | $ 703,109 | $ 596,747 | 84.87% |
| General Administration | $ 1,123,008 | $ 855,606 | 76.19% |
| Maintenance and Operations | $ 2,382,648 | $ 1,796,100 | 75.38% |
| Security Services | $ 27,652 | $ 46,464 | 168.04% |
| Technology Services | $ 362,892 | $ 293,873 | 80.98% |
| Community Services | $ 161,457 | $ 115,795 | 71.72% |
| Debt Services | | | |
| Capital Outlay | $ - | $ 100 | |
| Intergovernmental Charges | $ 127,000 | $ 70,500 | 55.51% |
| TOTAL EXPENDITURES | $ 17,504,471 | $ 15,618,479 | 89.23% |
| Other Resources | | $ 35,382 | |
| Other Uses | $ 591,484 | $ 655,198 | |
| TOTAL OTHER SOURCES (USES) | $ 591,484 | $ 690,580 | |
| Beginning Fund Balances | $ 3,723,833 | | |
| Projected Ending Fund Balances | $ 2,997,241 | | |

# La Vega Independent School District
## Comparison of Revenue, Expenditures and Fund Balance
## as of 06/30/2005

| Description | Special Revenue Funds | | |
|---|---|---|---|
| | Approved Budget | Year-to-Date Expenditures | Percent Expended |
| **Revenue:** | | | |
| Local & Intermediate Sources | $ 1,494,104 | $ 1,113,932 | 74.56% |
| State Sources | $ 1,010,942 | $ 518,410 | 51.28% |
| Federal Sources | $ 3,444,047 | $ 2,192,190 | 63.65% |
| **TOTAL REVENUE** | $ 5,949,093 | $ 3,824,532 | 64.29% |
| **Expenditures:** | | | |
| Instruction Services | $ 2,765,378 | $ 2,384,598 | 86.23% |
| Instructional Media | $ 12,895 | $ 9,924 | 76.96% |
| Staff Development | $ 582,867 | $ 457,422 | 78.48% |
| Instructional Administration | $ 23,052 | $ 807 | |
| School Leadership | $ 199,435 | $ 138,580 | 69.49% |
| Guidance & Counseling Services | $ 379,400 | $ 242,492 | 63.91% |
| Attendance & Social Work | $ 14,532 | $ 14,330 | 98.61% |
| Health Services | $ 4,448 | $ 4,569 | 102.72% |
| Pupil Transportation | $ 1,452 | $ 18,997 | |
| Child Nutrition Services | $ 1,157,252 | $ 1,183,819 | 102.30% |
| Co-Curricular Activities | $ - | $ 544 | |
| General Administration | $ 5,080 | $ 3,545 | 69.78% |
| Maintenance and Operations | $ 61,688 | $ 102,446 | 166.07% |
| Security Services | $ 38,316 | $ 35,478 | 92.59% |
| Technology Services | $ 675,591 | $ 253,115 | 37.47% |
| Community Services | $ 7,416 | $ 6,565 | 88.52% |
| Debt Services | $ - | $ - | |
| Capital Outlay | $ - | $ 544 | |
| Intergovernmental Charges | $ 98,849 | $ 83,057 | 84.02% |
| **TOTAL EXPENDITURES** | $ 6,027,652 | $ 4,940,831 | 81.97% |
| Other Resources | $ 106,582 | $ 128,191 | |
| Other Uses | $ - | $ - | |
| **TOTAL OTHER SOURCES (USES)** | $ 106,582 | $ 128,191 | |
| Beginning Fund Balances | | | |
| Projected Ending Fund Balances | | | |

# La Vega Independent School District
## Comparison of Revenue, Expenditures and Fund Balance
## as of 06/30/2005

| Description | Debt Services Funds | | |
|---|---|---|---|
| | Approved Budget | Year-to-Date Expenditures | Percent Expended |
| **Revenue:** | | | |
| Local & Intermediate Sources | $ 911,416 | $ 890,476 | 97.70% |
| State Sources | $ 327,034 | $ 311,172 | 95.15% |
| Federal Sources | | | |
| TOTAL REVENUE | $ 1,238,450 | $ 1,201,648 | 97.03% |
| **Expenditures:** | | | |
| Instruction Services | | | |
| Instructional Media | | | |
| Staff Development | | | |
| Instructional Administration | | | |
| School Leadership | | | |
| Guidance & Counseling Services | | | |
| Attendance & Social Work | | | |
| Health Services | | | |
| Pupil Transportation | | | |
| Child Nutrition Services | | | |
| Co-Curricular Activities | | | |
| General Administration | | | |
| Maintenance and Operations | | | |
| Security Services | | | |
| Technology Services | | | |
| Community Services | | | |
| Debt Services | $ 1,536,969 | $ 840,626 | 54.69% |
| Capital Outlay | | | |
| Intergovernmental Charges | | | |
| TOTAL EXPENDITURES | $ 1,536,969 | $ 840,626 | 54.69% |
| Other Resources | | | |
| Other Uses | | | |
| TOTAL OTHER SOURCES (USES) | | | |
| Beginning Fund Balances | $ 496,774 | | |
| Projected Ending Fund Balances | $ 198,255 | | |

# La Vega Independent School District
## Comparison of Revenue, Expenditures and Fund Balance
## as of 06/30/2005

| Description | Capital Projects Funds | | |
|---|---|---|---|
| | Approved Budget | Year-to-Date Expenditures | Percent Expended |
| **Revenue:** | | | |
| Local & Intermediate Sources | $ 135,000 | $ 294,839 | 218.40% |
| State Sources | | | |
| Federal Sources | | | |
| TOTAL REVENUE | $ 135,000 | $ 294,839 | 218.40% |
| **Expenditures:** | | | |
| Instruction Services | | | |
| Instructional Media | | | |
| Staff Development | | | |
| Instructional Administration | | | |
| School Leadership | | | |
| Guidance & Counseling Services | | | |
| Attendance & Social Work | | | |
| Health Services | | | |
| Pupil Transportation | | | |
| Child Nutrition Services | | | |
| Co-Curricular Activities | | | |
| General Administration | | | |
| Maintenance and Operations | | $ 481 | |
| Security Services | | | |
| Technology Services | | | |
| Community Services | | | |
| Debt Services | | | |
| Capital Outlay | $ 16,846,411 | $ 2,880,463 | 17.10% |
| Intergovernmental Charges | | ` | ` |
| TOTAL EXPENDITURES | $ 16,846,411 | $ 2,880,944 | 17.10% |
| Other Resources | $ 516,528 | $ 541,628 | |
| Other Uses | $ - | $ - | |
| TOTAL OTHER SOURCES (USES) | $ 516,528 | $ 541,628 | |
| Beginning Fund Balances | $ 16,106,817 | | |
| Projected Ending Fund Balances | $ (88,066) | | |

**Tax Collection Report**

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Gary W. Williams

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

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

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

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2004 | M & O | 1.482500 | 44,871.90- | .00 | 5,547.19 | .00 | 39,324.71- | 123.68 | .00 | 875.65- | 40,076.68- |
| | I & S | .237500 | 7,188.57- | .00 | 888.65 | .00 | 6,299.92- | .00 | .00 | .00 | 6,299.92- |
| | TOTAL | 1.720000 | 52,060.47- | .00 | 6,435.84 | .00 | 45,624.63- | 123.68 | .00 | 875.65- | 46,376.60- |
| 2003 | M & O | 1.482500 | 55,209.55- | .00 | 389.77 | .00 | 54,819.78- | 273.58 | .00 | 2.78- | 54,548.98- |
| | I & S | .057500 | 2,141.33- | .00 | 15.12 | .00 | 2,126.21- | .00 | .00 | .00 | 2,126.21- |
| | TOTAL | 1.540000 | 57,350.88- | .00 | 404.89 | .00 | 56,945.99- | 273.58 | .00 | 2.78- | 56,675.19- |
| 2002 | M & O | 1.448000 | 15,842.12- | .00 | 90.85 | .00 | 15,751.27- | 49.10 | .00 | .00 | 15,702.17- |
| | I & S | .060000 | 656.43- | .00 | 3.76 | .00 | 652.67- | .00 | .00 | .00 | 652.67- |
| | TOTAL | 1.508000 | 16,498.55- | .00 | 94.61 | .00 | 16,403.94- | 49.10 | .00 | .00 | 16,354.84- |
| 2001 | M & O | 1.466000 | 9,612.17- | .00 | 84.40 | .00 | 9,527.77- | 38.41 | .00 | .00 | 9,489.36- |
| | I & S | .070000 | 458.97- | .00 | 4.03 | .00 | 454.94- | .00 | .00 | .00 | 454.94- |
| | TOTAL | 1.536000 | 10,071.14- | .00 | 88.43 | .00 | 9,982.71- | 38.41 | .00 | .00 | 9,944.30- |
| 2000 | M & O | 1.466000 | 27,530.01- | .00 | 41.59 | .00 | 27,488.42- | 16.60 | .00 | .00 | 27,471.82- |
| | I & S | .070000 | 1,314.54- | .00 | 1.99 | .00 | 1,312.55- | .00 | .00 | .00 | 1,312.55- |
| | TOTAL | 1.536000 | 28,844.55- | .00 | 43.58 | .00 | 28,800.97- | 16.60 | .00 | .00 | 28,784.37- |
| 1999 | M & O | 1.436000 | 48,802.73- | .00 | 4.16 | .00 | 48,798.57- | 1.53 | .00 | .00 | 48,797.04- |
| | I & S | .100000 | 3,398.52- | .00 | .29 | .00 | 3,398.23- | .00 | .00 | .00 | 3,398.23- |
| | TOTAL | 1.536000 | 52,201.25- | .00 | 4.45 | .00 | 52,196.80- | 1.53 | .00 | .00 | 52,195.27- |
| 1998 | M & O | 1.200547 | 33,327.70- | .00 | 10.33 | .00 | 33,317.37- | 4.13 | .00 | .00 | 33,313.24- |
| | I & S | .305453 | 8,479.51- | .00 | 2.63 | .00 | 8,476.88- | .00 | .00 | .00 | 8,476.88- |
| | TOTAL | 1.506000 | 41,807.21- | .00 | 12.96 | .00 | 41,794.25- | 4.13 | .00 | .00 | 41,790.12- |
| 1988 | M & O | .894000 | 47.19 | .00 | 98.17 | .00 | 145.36 | 32.61 | .00 | .00 | 177.97 |
| | I & S | .443000 | 23.39 | .00 | 48.64 | .00 | 72.03 | .00 | .00 | .00 | 72.03 |
| | TOTAL | 1.337000 | 70.58 | .00 | 146.81 | .00 | 217.39 | 32.61 | .00 | .00 | 250.00 |
| ALL | M & O | | 235,148.99- | .00 | 6,266.46 | .00 | 228,882.53- | 539.64 | .00 | 878.43- | 229,221.32- |
| ALL | I & S | | 23,614.48- | .00 | 965.11 | .00 | 22,649.37- | .00 | .00 | .00 | 22,649.37- |
| ALL | TOTAL | | 258,763.47- | .00 | 7,231.57 | .00 | 251,531.90- | 539.64 | .00 | 878.43- | 251,870.69- |
| DLQ | M & O | | 190,277.09- | .00 | 719.27 | .00 | 189,557.82- | 415.96 | .00 | 2.78- | 189,144.64- |
| DLQ | I & S | | 16,425.91- | .00 | 76.46 | .00 | 16,349.45- | .00 | .00 | .00 | 16,349.45- |
| DLQ | TOTAL | | 206,703.00- | .00 | 795.73 | .00 | 205,907.27- | 415.96 | .00 | 2.78- | 205,494.09- |
| CURR | M & O | | 44,871.90- | .00 | 5,547.19 | .00 | 39,324.71- | 123.68 | .00 | 875.65- | 40,076.68- |
| CURR | I & S | | 7,188.57- | .00 | 888.65 | .00 | 6,299.92- | .00 | .00 | .00 | 6,299.92- |
| CURR | TOTAL | | 52,060.47- | .00 | 6,435.84 | .00 | 45,624.63- | 123.68 | .00 | 875.65- | 46,376.60- |

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
AS OF: 06/30/2005

INCLUDES AG ROLLBACK

JURISDICTION: 28 LA VEGA ISD

| | CERT TAXABLE VALUE | ADJUSTMENTS | ADJ TAX VALUE | TAX RATE | TAX LEVY | PAID ACCTS |
|---|---|---|---|---|---|---|
| CURRENT YEAR | 0 | 0 | 0 | 1.7200 | 9,024.00 | 80 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 2004 | 10,380.80 | 5.37- | 1,356.80- | 0.00 | 5,010.47 | 4,013.53 | 55.52 | 0.00 |
| **** | 10,380.80 | 5.37- | 1,356.80- | 0.00 | 5,010.47 | 4,013.53 | | 0.00 |

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 06/01/2005 TO 06/30/2005

INCLUDES AS ROLLBACK

JURISDICTION: 0006 LA VEGA ISD

| | CERT TAXABLE VALUE | ADJUSTMENTS | ADJ TAX VALUE | TAX RATE | TAX LEVY | PAID ACCTS |
|---|---|---|---|---|---|---|
| CURRENT YEAR | 0 | 0 | 0 | 1.000000 | 1,698.06 | 63 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 1983 | 1,698.06 | .00 | 52.54- | 0.00 | 0.25 | 1,645.27 | .02 | 52.54- |
| **** | 1,698.06 | .00 | 52.54- | 0.00 | 0.25 | 1,645.27 | | 0.00 |

JURISDICTION: 0020 LA VEGA ISD

| | CERT TAXABLE VALUE | ADJUSTMENTS | ADJ TAX VALUE | TAX RATE | TAX LEVY | PAID ACCTS |
|---|---|---|---|---|---|---|
| CURRENT YEAR | 402,288,179 | 3,521,769- | 398,766,410 | 1.720000 | 6,646,834.32 | 6,148 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|---|---|---|---|---|---|---|---|---|
| 2004 | 6,715,424.89 | 96,830.84- | 68,590.57- | 52,060.47- | 6,376,663.41 | 270,170.91 | 95.94 | 21.08- |
| 2003 | 172,067.25 | 58,769.79- | 63,898.79- | 57,350.88- | 23,392.70 | 84,775.76 | 21.63 | 18.87- |
| 2002 | 66,253.24 | 16,731.34- | 20,099.68- | 16,498.55- | 2,777.90- | 48,931.46 | 6.02- | 22.54- |
| 2001 | 35,158.99 | 10,238.75- | 11,718.46- | 10,071.14- | 6,095.85- | 29,536.38 | 26.01- | 18.82- |
| 2000 | 60,565.41 | 28,911.59- | 29,507.33- | 28,844.55- | 27,269.97- | 58,328.05 | 87.80- | 18.82- |
| 1999 | 22,820.44 | 52,207.03- | 52,225.85- | 52,201.25- | 51,159.48- | 21,754.07 | 73.98 | 18.82- |
| 1998 | 19,923.28 | 41,821.77- | 41,840.22- | 41,807.21- | 41,261.54- | 19,344.60 | 88.26 | 18.45- |
| 1997 | 16,308.77 | .00 | 18.45- | 0.00 | 280.07 | 16,010.25 | 1.72 | 18.45- |
| 1996 | 20,512.29 | .00 | 18.45- | 0.00 | 470.45 | 20,023.39 | 2.30 | 18.45- |
| 1995 | 14,357.39 | .00 | 18.45- | 0.00 | 554.92 | 13,784.02 | 3.87 | 18.45- |
| 1994 | 13,173.29 | .00 | 3,425.37- | 0.00 | 326.10 | 9,421.82 | 3.35 | 18.45- |
| 1993 | 11,859.92 | .00 | 18.45- | 0.00 | 200.69 | 11,640.78 | 1.69 | 18.45- |
| 1992 | 2,763.46 | .00 | 5.66- | 0.00 | 59.70 | 2,698.10 | 2.16 | 5.66- |
| 1991 | 2,764.88 | .00 | 6.13- | 0.00 | 60.91 | 2,697.84 | 2.21 | 6.13- |
| 1990 | 6,511.88 | .00 | 16.34- | 0.00 | 162.33 | 6,333.21 | 2.50 | 16.34- |
| 1989 | 5,603.58 | .00 | 16.34- | 0.00 | 162.33 | 5,424.91 | 2.91 | 16.34- |
| 1988 | 5,245.74 | .00 | 16.38- | 70.58 | 245.19 | 4,984.17 | 4.69 | 16.38- |
| 1987 | 4,627.94 | .00 | 14.91- | 0.00 | 128.11 | 4,484.92 | 2.78 | 14.91- |
| 1986 | 3,683.41 | .00 | 14.92- | 0.00 | 32.99 | 3,635.50 | .90 | 14.92- |
| 1985 | 3,139.80 | .00 | 9.94- | 0.00 | 14.38 | 3,115.48 | .46 | 9.94- |
| 1984 | 3,075.98 | .00 | 1,547.78- | 0.00 | 7.51 | 1,520.69 | .49 | 0.00 |
| 1983 | 13,766.19 | .00 | 827.62- | 0.00 | 93.14 | 12,845.43 | .72 | 75.82- |
| **** | 7,219,608.02 | 305,511.11- | 293,856.09- | 258,763.47- | 6,274,290.19 | 651,461.74 | | 0.00 |

**Texas Association of School Boards Localized Policy Manual Update 75**

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. Al Bishop

Background Information:
N/A

Fiscal Implication:
N/A

Administrative Recommendation:
Board approval.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

# Explanatory Notes

# TASB Localized Policy Manual Update 75

District: La Vega ISD

BBB (LEGAL) BOARD MEMBERS
ELECTIONS

The 78th Legislature's response to the federal Help America Vote Act of 2002 prompts two changes to this policy, both attributable to HB 1549:

- At VOTING MACHINES AND PUNCH-CARD BALLOTS, on page 4, appears the prohibition against the use—after January 1, 2006—of any voting system dependent on "mechanical voting machines or a punch-card ballot or similar form of tabulation card."
- At VOTERS WITH DISABILITIES, also on page 4, appears the requirement that—by January 1, 2006—at least one voting station at each polling place allow voters with physical disabilities to cast a secret ballot. This station must comport with Section 504 and the Americans with Disabilities Act.

While the Help America Vote Act applied to state and federal elections, the legislature's actions also extend to elections of many local governments, including school districts. Further information about new election requirements and their applicability to school districts may be found in Election Advisory 2005–02 from the office of the Texas Secretary of State at http://www.sos.state.tx.us/elections/laws/advisory2005–02.shtml.

BBFA (LEGAL) ETHICS
CONFLICT OF INTEREST

At item 9 on page 6 we have corrected a typographical error: the attorney general's opinion held that the nepotism law applies "whether the *individual* is hired as an *employee* or an independent contractor." (The words in italics were transposed in error in this policy, last issued at Update 73.)

BDAE (LEGAL) OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF DEPOSITORY

At COLLATERAL appears a long-standing provision from Chapter 2257 of the Government Code that requires the district to adopt policy addressing collateralization of district funds by a depository.

BDAE (LOCAL) OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF DEPOSITORY

The enclosed policy, drafted with the assistance of TASB's Financial Services staff and outside advisors, is intended to fulfill the local policy requirement of the Government Code, described above.

BDB (LOCAL) BOARD INTERNAL ORGANIZATION
INTERNAL COMMITTEES

We have deleted from this policy language that may have been construed to require all committees of the board to comply with the Texas Open Meetings Act (TOMA).

Provisions found in BDB(LEGAL) control whether Board committees are subject to TOMA. In general:

- A committee that includes one or more board members and supervises or controls public business must comply with TOMA when it meets to discuss public business or policy.
- A committee that includes less than a quorum of board members is not subject to TOMA if it is purely advisory and does not supervise or control public business or policy.

# Explanatory Notes

## TASB Localized Policy Manual Update 75

BDD (LOCAL) BOARD INTERNAL ORGANIZATION
ATTORNEY

We recommend for your consideration the enclosed policy describing the relationship between the board and legal counsel. The policy explains how individual trustees and staff members would proceed in requesting legal advice on district issues and how legal advice is shared with the board.

If your district employs in-house counsel, please alter these provisions as appropriate and advise your Policy Consultant/Analyst.

BJCB (LOCAL) SUPERINTENDENT
PROFESSIONAL DEVELOPMENT

The superintendent's continuing education and professional development are more appropriately addressed within the context of the superintendent's annual performance appraisal rather than the generalized fashion in which this policy addresses the topic.

CLA (LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
SECURITY

Added to this policy is the SAFETY RULES section expressing the authority of the board to adopt rules to protect the safety and welfare of students and employees, to safeguard property, and to otherwise provide for the security of the district. This language—specific to vehicles on campus—is echoed at CLC(LEGAL).

CLB (LOCAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
MAINTENANCE

We have deleted from this policy items that were redundant of provisions found in CLB(LEGAL) and have added, at NO UNAUTHORIZED APPLICATION, a blanket prohibition against application of a pesticide or herbicide at a school facility without prior approval of the IPM coordinator.

Our thanks to the Southwest Technical Resource Center for IPM in Schools and Child Care Facilities for guidance. The center is a component of Texas A&M's Texas Cooperative Extension Service Centers; further information is available at http://schoolipm.tamu.edu.

CNA (LOCAL) TRANSPORTATION MANAGEMENT
STUDENT TRANSPORTATION

In accordance with Education Code 42.155, school districts have long been able to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school.

TEA's May 2004 Handbook on School Transportation Allotments (available at http://www.tea.state.tx.us/school.finance/transportation/hndbk04.pdf) states that "each district initially requesting a transportation allotment for eligible hazardous-area students shall have its board of trustees officially adopt local policy that provides the definition of hazardous traffic conditions applicable to the district and identifies the specific hazardous areas for which such funding is requested."

Randy Boatman, program administrator of TEA's School Transportation Unit, explains that the district must be as specific as possible in defining the hazardous traffic conditions that students living less than two miles away would be exposed to if walking. While noting that there are a number of ways to address this need, he suggests that the description:

- Be explicit enough that it will be readily understood by parents and others;

- Include the grade levels affected;
- Specify the nature of the traffic condition (as defined by Education Code 42.155); and
- Identify the freeway, overpass, etc., that constitutes the hazardous condition. If more appropriate, this criteria might be fulfilled by "bracketing" the area: defining the roads, streets, and highways that bound the area.

The board may fulfill this requirement through a resolution for which adoption is substantiated by board meeting minutes. TEA does not currently require this documentation to be provided annually, but rather when the initial board action is taken and any time thereafter when changes occur. Eligibility for funding is effective from the date of board action.

**Please note:** With its next update this summer, the ***Regulations Resource Manual***, available to policy administrators through MyTASB, will include a sample template for such a resolution. If your district prefers to enact (LOCAL) policy regarding hazardous areas, please advise your Policy Consultant/Analyst.

CS (LEGAL) FACILITY STANDARDS

Citations have been updated to reflect the Railroad Commission's adoption of rules implementing Natural Resources Code provisions regarding natural gas pipelines.

Also, added at DEFINITIONS is the definition of "educational specifications" from Commissioner's rules regarding state facility standards applicable to new facilities and major renovations after January 1, 2004.

D (LEGAL) PERSONNEL

We have restructured the D Section to better define and prohibit harassment—including sexual harassment—perpetrated by and against employees. Harassment and sexual harassment policies, currently at DHB and DHC, respectively, have been blended into general policies on harassment and the result recoded to DH and DIA. Consequently, the coding structure has been revised as follows:

- DHB (HARASSMENT) and DHC (SEXUAL HARASSMENT/SEXUAL ABUSE) are no longer active codes.
- The new policy code DIA (FREEDOM FROM HARASSMENT) has been created.

DAA (LEGAL) EMPLOYMENT OBJECTIVES
EQUAL EMPLOYMENT OPPORTUNITY

The (LEGAL) policy on equal employment opportunity has been reconstructed for clarity and for harmony, combining like provisions—such as requirements for compliance coordinators and grievance procedures—where appropriate, adding new material where needed, and refining language to more closely track the cited authorities.

New material includes:

- The AGE DISCRIMINATION prohibition, on page 2, regarding a bona fide seniority system or employee benefit plan.
- The SEX DISCRIMINATION/PREGNANCY prohibition.
- The EQUAL PAY provision from the Fair Labor Standards Act.
- A long-standing ADA regulation permitting DRUG TESTING for cause if not otherwise prohibited.

- The COMMUNICABLE DISEASES exception, on page 4, from Section 504, ADA, and the Labor Code.

DAA (LOCAL) EMPLOYMENT OBJECTIVES
EQUAL EMPLOYMENT OPPORTUNITY

The new first paragraph affirms the superintendent's broad responsibility as the district's chief executive officer to ensure compliance with antidiscrimination laws and sets the context for the two exceptions—for Title IX (prohibiting discrimination on the basis of sex) and ADA/Section 504 (prohibiting discrimination on the basis of disability)—for which the district has specifically delegated responsibility to others.

The names, positions, addresses, and telephone numbers shown are consistent with Policy Service records. If any of this information is out of date, please contact your Policy Consultant/Analyst.

The section regarding COMPLAINTS has been revised to include a pointer to DIA(LOCAL) where policies governing reports and investigations of allegations of prohibited harassment, including sexual harassment, may be found. Such harassment may constitute unlawful discrimination.

At RECORDS RETENTION, we have added a provision requiring retention for at least three years of reports alleging discrimination or prohibited harassment (including sexual harassment), investigative reports, and related records. Such records are essential in responding to complaints filed with the Office for Civil Rights and in responding to litigation brought by the complainant.

DBA (LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

On page 4 appears the definition of HIGHLY QUALIFIED SPECIAL EDUCATION TEACHERS enacted by the IDEA reauthorization that takes effect on July 1, 2005. In short, a special education teacher who teaches any of the core academic subjects—English, reading, language arts, mathematics, science, foreign language, civics and government, economics, arts, history, or geography—at the elementary level is "highly qualified" if he or she has special education certification in addition to meeting the general requirements for being "highly qualified."

Additional requirements apply to special education teachers who teach "alternative achievement standards" or who teach two or more core academic subjects exclusively to special education students. These requirements are recited at TEACHING ALTERNATIVE ACHIEVEMENT STANDARDS and at TEACHING TWO OR MORE CORE ACADEMIC SUBJECTS. Regarding the latter, note that new special education teachers must be "highly qualified" in at least one of the following core academic subjects when hired: math, language arts, or science. Such teachers will be granted two years to become "highly qualified" in any other core academic subjects taught.

DC (LEGAL) EMPLOYMENT PRACTICES

The EMPLOYEE INFORMATION section on page 2 has been added from the Immigration Reform and Control Act. The Act requires the employee to file Form I–9 at the time of hire. As indicated in the following section, the district then has a maximum of three business days to verify employment eligibility.

DH (LOCAL) EMPLOYEE STANDARDS OF CONDUCT

Revisions to this policy are as follows:

- We have added the HARASSMENT OR ABUSE section to point to the relevant policy codes.

- We have added the RELATIONSHIPS WITH STUDENTS section to echo language previously found in many districts' FNCJ(LOCAL). This provision is also found at FFH(LOCAL), enclosed.
- We have moved the VIOLATIONS OF STANDARDS OF CONDUCT section, unaltered, from the end of the policy to a more prominent position on page 1.

The district's locally developed text at PERSONAL I.D. BADGES on page 3 has been retained unaltered.

DHB (LOCAL) EMPLOYEE STANDARDS OF CONDUCT
HARASSMENT

Your current policy text on harassment has been redeveloped and recoded as appropriate to DH(LOCAL) and DIA(LOCAL). DHB is no longer an active code.

DHC (LEGAL) EMPLOYEE STANDARDS OF CONDUCT
SEXUAL HARASSMENT/SEXUAL ABUSE

With the restructuring of the D Section, DHC (SEXUAL HARASSMENT/SEXUAL ABUSE) is no longer an active code. Please delete this policy in favor of materials now found at DIA(LEGAL) in this update.

DHC (LOCAL) EMPLOYEE STANDARDS OF CONDUCT
SEXUAL HARASSMENT/SEXUAL ABUSE

Please delete this now-inactive code in favor of materials found at DH(LOCAL) and DIA(LOCAL) in this update.

DHC (EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT
SEXUAL HARASSMENT/SEXUAL ABUSE

Subject matter previously in this now-inactive code has been incorporated in DIA(LOCAL) in this update. Please delete this exhibit.

DIA (LEGAL) EMPLOYEE WELFARE
FREEDOM FROM HARASSMENT

With the restructuring of the D Section to better address harassment by and of employees, this (LEGAL) policy has been redeveloped from DHC(LEGAL) to address prohibited harassment, including sexual harassment, of district employees.

DIA (LOCAL) EMPLOYEE WELFARE
FREEDOM FROM HARASSMENT

This (LOCAL) policy reflects the melding and updating of subject matter previously at DHB(LOCAL), DHC(LOCAL), and DHC(EXHIBIT) to address the recourse of an employee who perceives he or she has experienced any form of prohibited harassment. The policy is designed to provide in one place key information that any employee needs to have at hand when contemplating or filing a complaint alleging sexual or other prohibited harassment.

Of note:

- On page 1, EXAMPLES are provided of sexual harassment and other prohibited harassment. These examples, unusual for policy, are included to suggest the range of behaviors that courts in various jurisdictions have identified as prohibited harassment.

- The forms of harassment prohibited by this policy are essentially prohibited by federal antidiscrimination laws. For that reason, at DISTRICT OFFICIALS, on page 2, we reference the Title IX coordinator (for sexual and gender-based harassment) and the superintendent (for all other forms of prohibited harassment).
- At INVESTIGATION OF THE REPORT, provisions regarding investigations are more detailed than they were previously.
- APPEAL, on page 3, references DGBA(LOCAL) rather than recreating that process in the context of this policy. The policy states that a complainant may seek appeal via DGBA; of course, DGBA remains the available avenue for any district employee to bring a complaint that is not resolved under this policy.
- At RECORDS RETENTION, on page 4, we have created a cross-reference to DAA(LOCAL), where a records retention statement has been added.

EC (LOCAL) SCHOOL DAY

We recommend deletion of this policy in favor of administrative procedures that would define the process and the considerations that would come into play when operational hours are established for individual schools. The concepts expressed in the policy as well as others (such as coordination of transportation services) should factor into those management considerations.

EHAA (LEGAL) BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (ALL LEVELS)

This policy has been lightly edited throughout to more closely track the language of the Education Code and State Board of Education rules. A key substantive change is reflected in the second paragraph under PURPOSE: State Board rule 19 TAC 74.1(b), effective on October 3, 2004, newly requires districts to provide TEKS-based instruction in the enrichment curriculum. Previously the requirement applied only to the foundation curriculum.

Also of note are two added provisions applicable to all grade levels but previously found at EHAB(LEGAL), REQUIRED INSTRUCTION (ELEMENTARY):

- On page 1, language permitting the district to provide instruction in flexible, mixed-age settings to foster student attainment of course and grade level standards.
- On page 2, a provision permitting the district to offer local credit courses but not to omit any course in the mandated foundation or enrichment curricula.

EHAB (LEGAL) BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (ELEMENTARY)

As noted above, two provisions have been recoded to EHAA(LEGAL). The remaining language has been lightly edited to more closely track the Education Code and State Board of Education rules.

EHAC (LEGAL) BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (SECONDARY)

The introductory paragraph has been added from State Board of Education rules that became effective on October 3, 2004, and that implement SB 815 from the 78th Regular Session. That bill requires a district—as a condition of accreditation—to provide instruction in the Texas Essential Knowledge and Skills (TEKS) at appropriate grade levels in all subjects not only in the foundation curriculum, as before, but also in the enrichment curriculum.

As at EHAB(LEGAL), the previous text regarding flexible instructional arrangements has been moved to EHAA(LEGAL) since it applies to all grade levels. And, as at EHAA and EHAB, language throughout the policy has been lightly edited to more closely track the cited authorities.

EHBA (LEGAL) SPECIAL PROGRAMS
SPECIAL EDUCATION STUDENTS

On December 3, 2004, President Bush signed into law the Individuals with Disabilities Education Improvement Act of 2004. These changes become effective July 1, 2005, with compliance staged or dependent on state action. Provisions on teacher qualification are addressed at DBA(LEGAL) in this update packet.

The Act will prompt major revisions of EHBA-series (LEGAL) policies now in localized policy manuals and in the State Plan. TASB attorneys are currently reevaluating the scope and detail of these policies and are attempting to isolate provisions of the federal law and the State Plan that district officials may need readily at hand in forming the context for governance decision making. That effort and the possibility of legislative attention to special education prompts us to defer updating the EHBA series at present.

Key provisions of the new federal legislation bear noting in the interim:

- Due process
  - Complainants must now give notice of all issues prior to a hearing or the complainant risks not having the issues addressed during the hearing.
  - Parents must bring complaints to the district's attention and attempt resolution before a due process hearing is conducted. A meeting to attempt resolving the complaint must occur with the complainant within 15 days before a due process hearing.
  - State-funded mediation by a qualified and impartial mediator is permitted.
  - Due process decisions are now to be based on provisions of FAPE (Free and Appropriate Public Education), not procedure.
  - A two-year statute of limitations is imposed for complaints.
- Individualized education programs (IEPs) and paperwork reduction
  - Fifteen (as yet unnamed) states will pilot a demonstration program identifying ways to reduce paperwork and other administrative duties (including the option to develop multi-year IEPs up to three years).
  - Any IEP team member may be excused from attending a team meeting if agreed upon by both the parent and a district official.
  - Changes to an IEP after the annual IEP meeting may be made without reconvening the team provided the parent and district official agree and develop a written document to amend or modify the IEP.
- Student discipline
  - A district may now, on a case-by-case basis, determine if the student should be removed from class for misconduct and placed in an alternative setting, pending the manifestation determination.
  - During an appeal, a student may remain in the alternative placement pending an expedited hearing. The burden of proof no longer rests solely with the district.

The National School Boards Association and other members of the education community have been active in supporting these changes in law. For further information about the Act, see NSBA's *Quick Reference Guide for Local School Board Members* at http://www.nsba.org/site/docs/34900/34889.pdf.

# Explanatory Notes

## TASB Localized Policy Manual Update 75

EIE (LEGAL) ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

New Commissioner's rules effective February 24, 2005, regarding the Student Success Initiative have been incorporated throughout this policy. Key changes include the following:

- At ELIGIBLE STUDENTS are new Commissioner's rules identifying which students are subject to the grade advancement requirements, including automatic retention.
- At TEST SCHEDULE, on page 2, is the new Commissioner's rule requiring a district to allow an out-of-district student to participate in the third administration of a grade advancement test IF the district is testing one or more district students and the out-of-district student has registered to take the test by a TEA-determined date.
- At ACCELERATED INSTRUCTION is the new rule, reflected on page 4, requiring a district to allow an out-of-district student to participate in an on-campus summer accelerated program established by the district IF the student is living away from his or her home district and the program is consistent with the student's plan prescribed by the student's grade placement committee.
- At RETENTION AND APPEAL, on page 7, appears the newly restated and somewhat expanded list of standards upon which the grade placement committee may base its final decision. New material includes performance on a state-mandated assessment (at item 1); extenuating circumstances limiting the student's participation in instruction, required assessments, or accelerated instruction (at item 3); and consideration of whether a student was not enrolled in a Texas public school for part of the school year (at item 4).

EIE (LOCAL) ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

At STANDARDS FOR PROMOTION UPON APPEAL, we have added a new criterion at item 4—enrollment in a Texas public school for part of the school year—to be used by a grade placement committee in deciding to promote or retain a student who has not met the passing standard on the required test after the third testing opportunity.

We have also added at item 1 "previous state assessments" as a performance measure and have rephrased item 3 for clarity.

We have deleted the dates that are no longer necessary—e.g., "effective spring, 2005."

EIF (LEGAL) ACADEMIC ACHIEVEMENT
GRADUATION

The State Board of Education's approval of the Texas Assessment of Knowledge and Skills (TAKS), in accordance with SB 103 enacted by the 76th Legislature in 1999, and subsequent Commissioner's rules addressing the transition from the end-of-course exams and the Texas Assessment of Academic Skills (TAAS) to TAKS replace now-obsolete provisions on pages 1 and 2 of this policy.

Of note, a student—at any grade—on an accelerated track who fulfilled all graduation requirements other than passing the exit-level assessment before September 1, 2004, will take the exit-level TAAS instead of the exit-level TAKS.

The new rules became effective February 17, 2005.

EKB (LEGAL) TESTING PROGRAMS
STATE ASSESSMENT PROGRAM

New Commissioner's rules regarding assessments for Limited English Proficiency (LEP) students, effective February 17, 2005, have been incorporated at:

- LEP STUDENTS IN SPECIAL EDUCATION, beginning on page 4. The new rule changes the permissive exemption from the reading proficiency test in English to exemption from the English language proficiency assessments. In granting the exemption, the ARD committee will determine if these assessments "cannot provide a meaningful measure of the student's annual growth in English language [previously "reading"] proficiency for reasons associated with the student's disability."
- ENGLISH LANGUAGE PROFICIENCY TESTS, on page 6. The rules extend the assessment requirement, previously for grades 3 through 12, down to kindergarten. This is consistent with the NCLBA requirement that LEP students be assessed for English language proficiency in additional domains—listening, speaking, and writing—and in kindergarten through grade 12.
- IMMIGRANT STUDENTS, beginning on page 7. The rules clarify exemptions for immigrant LEP students and exemption eligibility. New language has been added to require that the test administration documents delineate the circumstances under which a TAKS-exempt student will be assessed through alternative means in subjects and grades required by federal law or regulations. Exempt students who are assessed solely for federal accountability purposes will not be subject to grade advancement requirements under the Student Success Initiative.

F (LEGAL) STUDENTS

As in the D Section, we have restructured the F Section to better define and prohibit harassment—including sexual harassment—perpetrated by and against students. Sexual harassment and harassment policies, currently at FNCJ and FNCL, respectively, have been blended into general policies on harassment and the result recoded to FFH and FNC. Consequently, the coding structure has been revised as follows:

- The new policy code FFH (FREEDOM FROM HARASSMENT) has been created.
- FNCJ (SEXUAL HARASSMENT/SEXUAL ABUSE) and FNCL (HARASSMENT) are no longer active codes.

FB (LEGAL) EQUAL EDUCATIONAL OPPORTUNITY

This policy has been reorganized to more clearly present federal and state nondiscrimination statutes. Added are key provisions from Title IX, beginning on page 4, prohibiting sexual discrimination in public education.

FB (LOCAL) EQUAL EDUCATIONAL OPPORTUNITY

The new first paragraph affirms the superintendent's broad responsibility as the district's chief executive officer to ensure compliance with antidiscrimination laws and sets the context for the two exceptions—for Title IX (prohibiting discrimination on the basis of sex) and Section 504 (prohibiting discrimination on the basis of disability)—for which the district has specifically delegated responsibility to others.

The names, positions, addresses, and telephone numbers shown are consistent with Policy Service records. If any of this information is out of date, please contact your Policy Consultant/Analyst.

The section regarding COMPLAINTS has been revised to include a pointer to FFH(LOCAL) where policies governing reports and investigations of allegations of prohibited harassment, including sexual harassment, may be found. Such harassment may constitute unlawful discrimination.

At RECORDS RETENTION, we have added a provision on retention of reports alleging discrimination or prohibited harassment (including sexual harassment), investigative reports, and related records. Federal law

specifically requires retention of such records; the district will find these records essential in responding to complaints filed with the Office for Civil Rights and in responding to litigation brought by the complainant.

At PARENTAL CONSENT, on page 2, we have added the parental consent requirement commonly affirmed in OCR letter rulings.

Please note that the section on "no pass, no play" exemptions, previously on page 2, has been deleted because Section 504 students must meet the regular academic standards in order to be eligible for extracurricular activities.

FFE (LEGAL) STUDENT WELFARE
STUDENT ASSISTANCE PROGRAMS/COUNSELING

This policy has been extensively revised for clarity and to more closely track the language of the Education Code and Family Code.

FFF (LOCAL) STUDENT WELFARE
STUDENT SAFETY

We have added to the identified components of school safety initiatives three items:

- Item 3 addressing age-appropriate safety-oriented activities at each grade level,
- Item 6 specifying annual review of the campus emergency procedures and providing updated staff training, and
- Item 7 speaking to crisis management planning.

FFG (LEGAL) STUDENT WELFARE
CHILD ABUSE AND NEGLECT

Redeveloped to more closely correlate provisions of the Education Code with the Family Code, this policy has been extensively revised. Additional statutory material incorporated into the policy is as follows:

- The Family Code definition of a "professional"—required to report his or her belief that a child has been or may be abused or neglected—has been added on page 1.
- An additional agency to which the report may be made (an agency designated by the court) has been identified at item 4 at TO WHOM REPORTED on page 2.
- The criminal consequences for making a FALSE REPORT have been added.
- Family Code restrictions under which the investigating agency operates in regard to the district are added at CONFIDENTIALITY and INVESTIGATIONS on page 3.

**Please note:** The FFG(EXHIBIT) in your localized policy manual has been designed to fulfill the policy requirement and to provide a vehicle for notifying district employees of their obligations for reporting perceived or anticipated child abuse or neglect. We encourage annual review of this document and incorporation of the content into the district's employee handbook. Please note also, as indicated at ANNUAL DISTRIBUTION AND STAFF DEVELOPMENT on page 4, this information must be periodically incorporated in staff development programs as well.

FFH (LEGAL) STUDENT WELFARE
FREEDOM FROM HARASSMENT

With the restructuring of the F Section to better address harassment by or of students, this (LEGAL) policy has been redeveloped to address the recourse of a student who perceives he or she has experienced any form of prohibited harassment.

# Explanatory Notes

## TASB Localized Policy Manual Update 75

FFH (LOCAL) STUDENT WELFARE
FREEDOM FROM HARASSMENT

This (LOCAL) policy blends material previously at FNCJ(LOCAL), FNCJ(EXHIBIT), and FNCL(LOCAL) to address the recourse of a student who perceives he or she has experienced any form of prohibited harassment. The policy is designed to provide in one place key information that any student needs to have at hand when contemplating or filing a complaint alleging prohibited harassment, including sexual harassment or abuse.

Of note:

- On page 2, EXAMPLES are provided of sexual harassment—by employees and by others—and of other prohibited harassment. As at DIA(LOCAL) in this update, the examples, unusual for policy, are included to suggest the range of behaviors that courts in various jurisdictions have identified as prohibited harassment, including sexual harassment or abuse.
- The forms of harassment prohibited by this policy are essentially prohibited by federal antidiscrimination laws. For that reason, at DISTRICT OFFICIALS, on page 3, we reference the Title IX coordinator (for sexual and gender-based harassment) and the superintendent (for all other forms of prohibited harassment).
- At INVESTIGATION OF THE REPORT, provisions regarding investigations are more detailed than they were previously.
- APPEAL, on page 4, references FNG(LOCAL) rather than recreating that process in the context of this policy. The policy states that a complainant may seek appeal via FNG; of course, FNG remains the available avenue for any student or parent to bring a complaint that is not resolved under this policy.
- At RECORDS RETENTION, we have created a cross-reference to FB(LOCAL), where a records retention statement has been added.

FNC (LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

We have added the PROHIBITED HARASSMENT section to point to the relevant policy codes and adjusted the BEHAVIORAL STANDARDS listing appropriately.

FNCE (LOCAL) STUDENT CONDUCT
TELECOMMUNICATIONS DEVICES

New forms of personal communications devices, their increasing use by students, and our experience suggest that district practice may no longer be in harmony with this policy.

For this reason, and because prohibitions may be found in the Student Code of Conduct, we are recommending deletion of this language. If your district does indeed permanently confiscate telecommunications devices—as specified by Education Code 37.082 and recited at FNCE(LEGAL)—please contact your Policy Consultant/Analyst for updated language.

FNCJ (LEGAL) STUDENT CONDUCT
SEXUAL HARASSMENT/SEXUAL ABUSE

With the restructuring of the F Section to better address harassment by and of students, this (LEGAL) policy has been redeveloped and the provisions previously at this code are now found at FFH(LEGAL).

FNCJ (LOCAL) STUDENT CONDUCT
SEXUAL HARASSMENT/SEXUAL ABUSE

Material previously found in this policy has been reworked into FFH(LOCAL) and FNC(LOCAL) in this update.

FNCJ (EXHIBIT) STUDENT CONDUCT
SEXUAL HARASSMENT/SEXUAL ABUSE

Material previously found in this exhibit has been incorporated into FFH(LOCAL) and FNC(LOCAL) in this update.

FNCL (LOCAL) STUDENT CONDUCT
HARASSMENT

Please delete this policy in favor of materials now found at FFH(LOCAL) and FNC(LOCAL) in this update.

FND (LEGAL) STUDENT RIGHTS AND RESPONSIBILITIES
MARRIED STUDENTS

Our review of your policy manual indicates that it is missing this policy dealing with the rights of married students accorded by case law. So that the legal context for student rights and responsibilities is complete in your manual, please add this policy.

FNE (LEGAL) STUDENT RIGHTS AND RESPONSIBILITIES
PREGNANT STUDENTS

Added from Title IX law and regulations are the SEPARATE PROGRAM and LEAVE OF ABSENCE sections.

FOF (LEGAL) STUDENT DISCIPLINE
STUDENTS WITH DISABILITIES

As noted in the explanatory note at EHBA(LEGAL), above, the Individuals with Disabilities Education Improvement Act of 2004 signed into law in December provides districts greater latitude in disciplining disabled students when the conduct was not a manifestation of the student's disability. The Act becomes effective on July 1, 2005; in the meantime the U.S. Department of Education will be developing regulations to implement its provisions.

Although the 75-day public comment period expired on February 25, the DOE will hold informal public meetings—dates not yet announced—at seven locations across the U.S. to gather input leading to the development of new regulations to implement the Act. Locations selected are Newark, Delaware; Atlanta, Georgia; Boston, Massachusetts; Columbus, Ohio; San Diego, California; Laramie, Wyoming; and Washington, DC.

The time line for development and initial publication of regulations has not been established. TASB will watch this process carefully and alert members as information comes forth. Until the regulations and conforming state rules are enacted and provisions regarding student discipline analyzed, we are reluctant to reissue FOF(LEGAL) and advise districts to proceed cautiously and in consultation with the district's special education counsel.

For further information on the Act, see NSBA's *Quick Reference Guide for Local School Board Members* at http://www.nsba.org/site/docs/34900/34889.pdf. The full text of the Act may be found at http://thomas.loc.gov/cgi–bin/query/z?c108:h.1350.enr:.

G (LEGAL) COMMUNITY

In an effort to make the very lengthy GBA(LEGAL) more user-friendly and intelligible, we have divided that policy into two separate policies:

- GBA, addressing only what is public information and what information is not subject to disclosure, and

- GBAA, a new policy code, addressing how information requests are to be handled.

The G Section table of contents has been revised to reflect this change.

GBA (LEGAL) PUBLIC INFORMATION PROGRAM
ACCESS TO PUBLIC INFORMATION

The extraordinary length of GBA(LEGAL) has been significantly scaled back with the deletion of provisions relating to information requests. This deleted material now appears in GBAA, a new code specifically reserved for that content.

GBA (LOCAL) PUBLIC INFORMATION PROGRAM
ACCESS TO PUBLIC INFORMATION

Since your (LOCAL) policy at this code pertains to requests for information, we have recoded it to GBAA, consistent with the splitting of GBA into GBA and GBAA described above. Please delete GBA(LOCAL).

GBA (EXHIBIT) PUBLIC INFORMATION PROGRAM
ACCESS TO PUBLIC INFORMATION

The (EXHIBIT) at this code pertains to the cost of copies of records and, with the splitting of GBA into GBA and GBAA described previously, is more appropriately coded to GBAA(EXHIBIT).

GBAA (LEGAL) INFORMATION ACCESS
REQUESTS FOR INFORMATION

As indicated above, this new code has been created to address information requests under the public information provisions of the Government Code and information-access provisions of the Education Code.

On page 13 at PARENT'S REQUEST FOR INFORMATION provisions from the 72nd Legislature have been added allowing a district 30 days to file a legal challenge to a determination by the attorney general that the requested material cannot be withheld. If the district does not file suit within this period, the district is required to comply with the attorney general's decision. If the district does file suit, it may not appeal the unfavorable decision of the court.

GBAA (LOCAL) INFORMATION ACCESS
REQUESTS FOR INFORMATION

The policy text previously at GBA has been edited to delete procedural provisions more appropriate to administrative regulations. The new focus of this policy is access to documents upon the superintendent's approval and a copying limit based on available personnel and machines. If these provisions are not consistent with district practice, please contact your Policy Consultant/Analyst.

GBAA (EXHIBIT) INFORMATION ACCESS
REQUESTS FOR INFORMATION

This (EXHIBIT) has been recoded from GBA, as described previously. If the fees schedule identified is inconsistent with district practice, please contact your Policy Consultant/Analyst.

**Participation in the Texas Association of School Boards (TASB) Electricity Aggregation Pool for the Bidding and Procurement of Electricity**

Presented for:
Board action **X** Report/Review Only

Supporting documents:
None Attached **X** Provided Later

Contact Person:
Gary W. Williams

Background Information:
The district has participated in the TASB Electricity Aggregation Pool since the deregulation of electricity purchasing. The current agreement expires in a few months, and the preparation process for the next Aggregation Pool is underway. The district's approval in necessary in order to participate in the Pool.

Fiscal Implication:
There is no cost to participate in the Aggregation Pool. Acceptance of the bids obtained through the bid process will be necessary. The timeline for the bidding and approval process is attached.

Administrative Recommendation:
It is recommended that the Board approve the district's participation in TASB Electricity Aggregation Pool for the bidding and procurement of electricity.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

# LETTER OF AUTHORIZATION FOR THE REQUEST OF HISTORICAL USAGE INFORMATION

Date: _____ Expiration Date: _____

**LIST TDU (List TDUs that apply to request)**

☐Oncor ☐CenterPoint ☐Sharyland

☐AEP ☐TNMP ☐Entergy Texas

Please accept this letter as a formal request and authorization for the above referenced Distribution Company (TDU) to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to Scott Norwood of Norwood Energy Consulting, LLC, who is a consultant to the Texas Association of School Boards' electric aggregation program. This information request shall be limited to no more than the most recent 12-month period of service.

If an attachment is used, please use a separate attachment per TDSP with the ESIDs that are specific to a TDSP. TDSP will reject if ESIDs are submitted that are not associated with their territory.

Service Address ESI Number (found on bill)

See Attached Form list of accounts.

_____

_____

_____

_____

_____

_____

Please forward usage and load information in electronic (Microsoft Excel) format to:

E-mail: scott@scottnorwood.com

**AUTHORIZATION**

I affirm that I have the authority to make and sign this request on behalf of my company for all ESIDs that are associated with this request.

_____ (Signature)

_____ (Company)

_____ (Name, printed)

_____ (Billing Street Address)

_____ (Title)

_____ (City, State, Zip Code)

_____ (Email Address)

_____ (Telephone Number)

This area reserved for customization by individual REPs.

# MEMORANDUM

To: Current Members of the TASB Electricity Aggregation Program

Re: Request for Commitment to Participate in TASB Aggregation Pool 7

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As you know, your entity has participated in the TASB Electricity Aggregation Program and the electricity supply contract you executed as a member of this program is set to expire in the coming months. For some of you, it has been 3-4 years since you have had to secure an electric supply contract. Over that period, electricity rates have done nothing but increase due in substantial part to the rise in natural gas prices, so you should make preparation to adjust your budget accordingly. Based on the market conditions today, you should probably count on prices in the range of 6.5 to 7.0 cents per kilowatt-hour for the fixed energy portion of your total electricity charge when contracts are renewed next January.

The market has changed over the last few years with the addition of new Retail Electric Providers (REPs), the switching process for meters has gotten much easier, and for the most part there is improved customer service and some healthy competition in the marketplace. Unfortunately, that competition has not kept prices from increasing, but has kept the suppliers in a competitive environment.

In response to the changes in the marketplace and the volatility of rates, TASB is also making some changes in how we aggregate the membership and secure the best electric supply contract. TASB will be issuing a request for proposals from REPs for "REP Services." These Rep Services will include billing, collecting, customer service, and switching of customer accounts. The RFP will also request that the REP develop a process by which TASB will participate in and monitor the wholesale electricity procurement of the REP for the TASB aggregation program. The advantages of this new approach are that the REP will not change for a period of three years, thus providing consistency for billing purposes for our members while providing TASB more direct access to the wholesale electric generation market on behalf of its members in the Aggregation program. It also will allow for greater flexibility and better timing within the wholesale market as we will be able to monitor the market price trends continuously over a longer period and provide you a contract with the REP when rates are advantageous. What this means is you may end up contracting for rates 3-4 months before your actual contract expires, rather than within 30-45 days. TASB is excited about this change in our aggregation program structure which is designed to provide better prices, better customer service and greater continuity in your service providers in the future.

If your entity participates in Pool 7, you will not need to independently procure electricity for your entity. If your decision is not to continue in the TASB Electricity Aggregation Program, and you are a public school, you will need to follow the competitive bid statutes (Chapter 44.031 of the Education Code) in procuring your electricity needs.

Enclosed are the following documents that must be returned to TASB by the date indicated.

1. Electricity Aggregation Agreement & Letter of Commitment **(Due August 1, 2005)**
2. Letter of Authorization for the Request of Historical Usage Information **(Due August 1, 2005)**

**If your intent is <u>not to participate</u>, please indicate so on the attached form, and return to TASB so we have a clear indication of your decision.**

**The Aggregation Agreement and Letter of Commitment must be signed to legally commit your entity to the TASB Aggregation Program and needs to be returned no later than August 1, 2005.** Once executed, the Aggregation Agreement remains in effect until terminated by either party, thus eliminating the need to get future board action for each pool. Please note that the Aggregation Agreement provides that the superintendent or his or her designee may execute the Letter of Commitment and the Electricity Supply Agreement with the REP.

In order to facilitate solicitation of bids and discussions with potential electricity suppliers, we are also asking that, if you are interested in participating in Pool 7, you authorize the release of your electricity demand and usage data for the previous 12 months as indicated by completing and returning the enclosed Letter of Authorization (LOA) form.

**<u>Read This Carefully!!</u>**

**It is extremely important that you account for all the meters or ESI numbers that you are being billed for.** Review all your current electric bills very closely and make sure you have accounted for all your meters or ESI numbers.

Although the TASB contract will include provisions that allow members to add and delete a limited number of new meters that were not included in the original contract, it is extremely important that you provide a complete and accurate list of all of ESI numbers on your LOA form to ensure that all of your existing meters will be served under your new contract. The only meters or ESI numbers that will initially be included under your contract are those indicated on the Letter of Authorization form and submitted for contract pricing. The Distribution Company (TDU) is only obligated to provide usage data on the ESI numbers indicated.

**Failure to accurately account for all your meters or ESI numbers can result in those meters not being covered under the contract and may result in higher electric prices for those meters.**

Below is the schedule for Aggregation Pool 7 for your reference

| | |
|---|---|
| July 29, 2005 | Cooperative Board of Trustees award REP Services contract. |
| August 1, 2005 | All documents due TASB (Aggregation Agreement, Letter of Commitment and Letter of Authorization) |

Thank you for your assistance and quick response! Please do not hesitate to call myself or Steve Fisher at 800-695-2919 if you have any questions or require additional information.

Sincerely,

Gerald Brashears
Director, Business Services

# Electricity Aggregation Agreement

This Electricity Aggregation Agreement (Agreement) is made and entered into by and between _____, a political subdivision and local governmental entity (Entity), and the Texas Association of School Boards, Inc. (TASB), a Texas nonprofit, tax-exempt corporation. Each, acting through its duly authorized representative, does hereby agree as follows:

WHEREAS, TASB is registered as an aggregator with the Public Utility Commission (License No. 80034) and desires to function as a buyer's agent that joins more than one customer together as a single purchasing unit to negotiate the purchase of electricity on behalf of the participating members;

WHEREAS, TASB has a service agreement with The Local Government Purchasing Cooperative, an Interlocal Cooperation Act administrative agency of the participating local governments (hereinafter "Cooperative"), to assist participating members in the TASB Aggregation Pools in reducing the cost of electricity through preventing duplicate efforts in the procurement process, achieving efficiencies, and taking advantage of the potential economies of scale in cooperating and collaborating with other local governments;

WHEREAS, the Interlocal Participation Agreement executed by the Entity to participate in the Cooperative allows the selected Retail Electric Provider to pay TASB a portion of the gross commodity sales revenue generated through the awarded contract;

WHEREAS, Entity desires to become a participating local government of a single purchasing unit to negotiate and purchase electricity;

WHEREAS, the Entity governing board authorizes the Superintendent/Chief Executive Officer, or designee, to execute a contract, for a period of more than 12 months if it is in the best interest of the entity, with TASB and with the Retail Electric Provider selected by the Cooperative through a competitive process;

NOW, THEREFORE, the Parties agree as follows:

**1. Scope of Agreement**

As set forth in this Agreement, the Parties agree that TASB, as an aggregator, shall join Entity with other political subdivisions to create purchasing units ("TASB Aggregation Pools") for the purchase of electricity. When requested by TASB from time to time, Entity shall execute a document stating whether the Entity desires to continue in the TASB Aggregation Pools and if so, the term for which the Entity commits its electricity requirements to the TASB Aggregation Pools ("Letter of Commitment"). TASB shall use a competitive process to recommend to the Cooperative the selection of a provider of retail electricity services ("Retail Electric Provider") to serve the TASB Aggregation Pools for a defined term.

TASB shall participate in and monitor the wholesale electricity purchases by the Retail Electric Provider for the TASB Aggregation Pools and shall make commercially reasonable efforts to work with the Retail Electric Provider to offer Entity opportunities to manage its electricity costs during the term selected by the Entity in the Letter of Commitment.

**2. Term of Agreement**

This Agreement shall be in effect for an initial term of twelve months, and shall then continue month to month unless terminated by either TASB or Entity upon 45 days prior written notice to the other party, provided, however, that this Agreement shall continue in effect during the term specified by the Entity in a Letter of Commitment and shall continue to apply to all of Entity's Electricity Supply Agreements (if any) then in effect until all such Electricity Supply Agreements terminate or otherwise expire.

**3. TASB Responsibilities**

a. TASB shall perform the following services:

1. Retain consultants and legal counsel with appropriate expertise to provide the necessary services to assist TASB in its responsibilities under this Agreement.

2. Conduct a competitive procurement process on behalf of Entity and in accordance with the Interlocal Cooperation Act and other applicable state law, to select a Retail Electric Provider to serve all the TASB Aggregation Pools for a defined term not longer than three years.

3. Negotiate the terms of a standard contract ("Electricity Supply Agreement") to be used by the Entity for its purchase of electricity from the Retail Electric Provider selected by Cooperative on behalf of Entity.

4. Participate in and monitor the Retail Electric Provider's procurement of wholesale electricity to serve the TASB Aggregation Pools and assist the Retail Electric Provider in its selection of wholesale suppliers.

5. Use commercially reasonable efforts to work with the selected Retail Electric Provider to manage the procurement of electricity for Entity in a manner that provides the Entity reasonable budget certainty for each budget cycle while looking for opportunities to lower Entity's electricity costs if and when possible during the three year term.

b. TASB shall not be responsible for addressing customer service issues relating to Entity's electric service that occur during the term of the Electricity Supply Agreement. Entity shall resolve such issues directly with its local utility or the Retail Electric Provider, as appropriate.

**4. Entity Responsibilities**

a. The Entity shall perform the following:

1. Execute, if it has not already done so, the Interlocal Participation Agreement with The Local Government Purchasing Cooperative.

2. Execute the Letter of Commitment attached to this Agreement. By executing the Letter of Commitment, the Entity commits to the TASB Aggregation Pools all of Entity's electricity requirements for all of its accounts for the time period selected by the Entity in the Letter of Commitment, which time period shall begin after the expiration of Entity's current electricity supply contract. Entity shall also execute future Letters of Commitment whenever provided by TASB to Entity, which shall be in substantially the same form as the Letter of Commitment attached to this Agreement. Executed Letters of Commitment shall be considered incorporated into and made a part of this Agreement for all purposes. If TASB has not received an executed Letter of Commitment by the due date stated on the Letter of Commitment, it shall be treated as though the Entity has terminated this Agreement and Entity's accounts shall not be included in a TASB Aggregation Pool.

3. Provide a Letter of Authorization ("LOA") authorizing the release of historical account information to TASB or its designee with a listing of customer account information (including, but not limited to, ESI ID number, address, current rate schedules under which service is provided, and billing and load data, such as energy and demand usage and associated charges for the previous 12 months' electric usage by individual meter) to be used in the procurement of electricity on behalf of Entity. Entity is responsible for entering this customer account information in a standardized electronic format to be provided by TASB, by the date provided to Entity by TASB. Entity shall be responsible for the accuracy of such data. **Neither TASB nor other members of the TASB Aggregation Pools will be liable for any costs incurred by Entity as a result of errors in its account information or historical load data provided to TASB.**

4. If requested by TASB, execute authorization for a Retail Electric Provider or Providers to obtain Entity's electricity usage data from the Entity's local utility.

5. Cooperate with TASB during the term of this Agreement, including, specifically, not entering into any other alternative electricity supply arrangements for the Entity's electricity requirements committed under subsection (a)(2) of this section.

6. Execute the Electricity Supply Contract from the Retail Electric Provider selected by the Cooperative as a result of a competitive process to purchase electricity to satisfy Entity's entire electricity requirements committed under Subsection (a)(2) for the time period selected by the Entity in the Letter of Commitment and commencing on the expiration of Entity's current electricity supply contract.

7. Notify TASB in the event that Entity has or obtains new or additional metered accounts during the term of the electricity supply contract so that the new or additional metered accounts may be added into the TASB Aggregation Pool and served under applicable competitive market prices and other terms of the existing contract with the Retail Electric Provider awarded by the Cooperative.

b. By approving this Agreement, the Entity's governing board authorizes the Superintendent/ Chief Executive Officer, or designee, to execute the Letter of Commitment with TASB and the Electricity Supply Contract, 12 months or longer, with the Retail Electric Provider as awarded by the Cooperative.

**5. Consideration**

In consideration for the services provided by TASB under Section 3 of this Agreement, TASB shall be entitled to receive $0.15 per kilowatt-hour of Entity's electricity usage, up to a cap of $10,000.00 collected from Entity during per twelve month period. This fee shall be included in the electric commodity price stated in the Electricity Supply Contract to be entered into between the Entity and the selected Retail Electric Provider. The selected Retail Electric Provider will be responsible for the collection of this fee from the Entity and the payment of the fee to TASB. Any amounts above $10,000.00 collected from Entity by the Retail Electric Provider during a twelve month period for the TASB fee shall be refunded to Entity by the Retail Electric Provider. TASB shall track the fees paid by Entity and shall instruct the Retail Electric Provider to make such a refund if a refund is necessary.

**6. Default and Remedies**

a. It shall be considered a Default of this Agreement if Entity: (i) fails to provide its customer account information as set forth above in Section 4(a); (ii) fails to execute the electricity supply contract negotiated by TASB as set forth above in Section 4(a) within the timeframe permitted by the Retail Electric Provider awarded by the Cooperative; or (iii) enters into an electricity supply agreement with a Retail Electric Provider other than the Retail Electric Provider awarded by the Cooperative for any of Entity's electricity requirements during the Term of this Agreement.

b. In the event of a Default by Entity, TASB shall provide Entity with notice of such Default. If Entity has not cured such Default within seven (7) calendar days after receipt of such notice, then a breach will have occurred and TASB may (i) suspend performance under this agreement and/or (ii) terminate this agreement without further liability for TASB. If TASB terminates this agreement under this section, it shall determine whether it or other members of the TASB Aggregation Pools incurred additional costs, including a higher price for electricity from the Retail Electric Provider, or lost revenue to TASB, as a result of Entity's Default and shall calculate such costs and lost revenue to determine the damages owed by Entity to TASB as a result of Entity's breach. Entity shall pay TASB the damages within fifteen (15) days of receipt of the damages calculation from TASB.

## 7. Agency

a. Entity hereby appoints TASB as its special agent with the authority, and only such authority as is necessary to:

(1) select a Retail Electric Provider for Entity; and

(2) negotiate certain standard terms of the Electricity Supply Agreement to be used by Entity for its purchase of electricity from the selected Retail Electric Provider.

b. TASB is solely authorized to perform the above-referenced acts, and possesses no other authority with which to act on behalf of Entity. TASB is negotiating the term of a standard Electricity Supply Agreement for all members of the TASB Aggregation Pool and is not providing specific expert or legal advice to Entity. TASB is a special agent of Entity with only the authority necessary to perform the acts explicitly set forth above.

c. The special agency and authority granted to TASB by Entity under this Agreement terminates immediately upon the execution by Entity of the Electricity Supply Agreement.

## 8. Miscellaneous

a. *Warranties.* TASB provides the services hereunder without warranty of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Without limiting the foregoing, no warranty is made that operations will be error free or uninterrupted.

b. *LIMITATION OF LIABILITY.* IN NO EVENT SHALL TASB, INCLUDING ITS RESPECTIVE OFFICERS, TRUSTEES, EMPLOYEES, REPRESENTATIVES, AFFILIATES, OR PROVIDERS, BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIMS, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. *Law.* This Agreement will be construed in accordance with the laws of the State of Texas, and services rendered hereunder are deemed performed in Travis County, Texas.

d. *Representation.* The person executing this Agreement on behalf of Entity represents that he or she has the authority to enter into this Agreement on behalf of Entity and that all necessary administrative procedures, policies, and laws prerequisite have been complied with and that the governing body of Entity is bound by such execution of this Agreement. Entity specifically represents that it is a member of the Cooperative.

e. *Effective Date*. This Agreement will become effective upon the latest date executed by the parties.

The parties, intending to be legally bound, do, acting through their authorized representatives, affix their signatures as evidence of their mutual agreement.

| | |
|---|---|
| _____ | Texas Association of School Boards, Inc. |
| Entity Name | |
| _____ | _____ |
| *Authorized Representative* | *Authorized Representative* |
| _____ | _____ |
| *Title* | *Title* |
| _____ | _____ |
| *Date* | *Date* |

| | |
|---|---|
| Entity Contact: | _____ |
| Address: | _____ |
| Telephone: | _____ |
| E-mail: | _____ |
| FaxNumber: | _____ |

# Letter of Commitment
# To TASB Electricity Aggregation Pool

**(Please Mark Appropriate Boxes)**

☐ **COMMITMENT TO PARTICIPATE**

I am providing the Texas Association of School Boards ("TASB") this binding commitment that the independent school district (ISD) or other entity listed below will participate in the next TASB Electricity Aggregation Pool for the term selected below. I also hereby authorize my local distribution utility to release my electricity demand and usage data for the previous 12 months as indicated on the Letter of Authorization form.

**PLEASE SELECT ONE BELOW.**

☐ **12 MONTHS**: I commit my entire electricity requirements for all of my accounts to the TASB Aggregation Pool for the12 months following the expiration of my current electricity supply agreement.

☐ **24 MONTHS**: I commit my entire electricity requirements for all of my accounts to the TASB Aggregation Pool for the 24 months following the expiration of my current electricity supply agreement.

☐ **36 MONTHS**: I commit my entire electricity requirements for all of my accounts to the TASB Aggregation Pool for the 36 months following the expiration of my current electricity supply agreement.

☐ **NOTICE OF TERMINATION**

I hereby am providing TASB with my official written notice to terminate my current Electricity Aggregation Agreement with TASB and to not include my entity in the next TASB Electricity Aggregation Pool. I will be procuring my own electricity upon expiration of my current electricity supply contract.

Name: _____

Title: _____

Name of ISD or Political Subdivision: _____

Address: _____

Telephone: _____ FAX: _____

E-mail: _____

Date: _____

**PLEASE COMPLETE AND EMAIL OR FAX TO TASB**
**EMAIL: buyboard@tasb.org**
**FAX: 800-211-5454**

**Texas Association of School Boards**

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

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

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
See attached.

Fiscal Implication:
N/A

Administrative Recommendation:
Board approval to submit the TEA State Waiver for Modified Schedule on TAKS Testing Days.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

**TEXAS EDUCATION AGENCY**
**STATE WAIVERS**

**APPLICATION FOR EXPEDITED AND GENERAL STATE WAIVERS**

**General Instructions**. For Expedited Waivers, please complete Sections 1, 2, 3, and 4. For General State Waivers, please complete Sections 1, 2, 3, 6, and 7. **Bolded** items in Section 2 and Section 3 must be completed. Please direct questions to the State Waiver Unit at (512) 463-9630 or www.tea.state.tx.us/training/CDD-106R03.pdf.

SECTION 1. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

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

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

SECTION 2. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

Superintendent Dr. Monte Geren _____
Typed Name **Signature**

Board President Mr. Phil Bancale _____
Typed Name **Signature**

**Date Board Approval** _____

SECTION 3. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.

**Comments of appropriate Site-Based Decision Making Committee:**
This waiver will allow our students to take assessments with the least amount of distraction and afford them the greatest opportunity to do their best. The modified schedule will allow our students uninterupted time to concentrate on the test for the 2005-06 school year.

**SBDM Committee Chairperson Signature**_____

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

☐ **Staff Development Waiver**, pursuant to Texas Education Code (TEC) §25.081. This waiver allows the district to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction. Please state the number of days requested. _____
Please check the years requested: ☐2003-2004 ☐2004-2005 ☐2005-2006

☐ **Reading/English Language Arts; Mathematics; Science; and/or Social Studies Staff Development Waiver,** pursuant to TEC §25.081. This waiver allows the district to conduct additional staff training for reading/English language arts, mathematics, science, or social studies strategies aligned with the Texas Essential Knowledge and Skills in lieu of a maximum of two days of student instruction.
Please check the number of days requested: ☐Reading/English Language Arts_____
☐Mathematics_____ ☐Science_____ ☐Social Studies_____
Please check the years requested: ☐2003-2004 ☐2004-2005 ☐2005-2006

☐ **Staff Development through Participation in Eligible Conferences Waiver,** pursuant to TEC §25.081. This waiver allows the district to send staff to eligible conferences for staff development to improve student performance in lieu of one day of student instruction.
Please check the years requested: ☐2003-2004 ☐2004-2005 ☐2005-2006

☐ **Early Release Waiver,** pursuant to TEC §25.082. This waiver allows the district to conduct school for less than seven (7) hours for a total of six (6) days of student instruction to provide additional training in educational methodologies and/or to provide time to meet the needs of students and local communities. Please state the number of days requested. _____
Please check the years requested: ☐2003-2004 ☐2004-2005 ☐2005-2006

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

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

□ **Textbooks for Advanced Placement and International Baccalaureate**, Pursuant to TEC §7.056. This waiver allows the district reimbursement for the purchase of textbooks used in Advanced Placement and International Baccalaureate courses for which no textbooks were adopted by the state.

Please check the years requested: □2003-2004 □2004-2005 □2005-2006

□ **Textbooks for College Courses,** Pursuant to TEC §7.056. This waiver allows the district reimbursement for the purchase of non-state adopted textbooks used in dual credit courses in which the student receives state graduation credit and post-secondary education credit.

Please check the years requested: □2003-2004 □2004-2005 □2005-2006

□ **Textbooks for Photojournalism and Astronomy**, Pursuant to TEC §7.056. This waiver allows the district reimbursement for the purchase of non-state adopted textbooks used in Photojournalism and Astronomy courses for which no textbooks were adopted by the state. Reimbursement is equal to the state maximum cost or the cost of the textbook, whichever is lowest.

Please check the years requested: □2003-2004 □2004-2005 □2005-2006

SECTION 5. GENERAL WAIVER.

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

SECTION 6. PLEASE COMPLETE THIS SECTION FOR GENERAL WAIVERS.

Please check one:

□Course Requirement □Foreign Exchange Student □ Disciplinary Alternative Education Campus

□Pregnancy Related Services □Study of Electronic Courses

□Other Specify_____

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

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

□2003-2004 □2004-2005 □2005-2006

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

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

**ACTION / DISCUSSION ITEMS**

**Employee Handbooks for 2005-2006**

Presented for:
Board action ☒ Report/Review Only ☐ Consent Agenda Item ☐ Date: July 19, 2005

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. Al Bishop

Background Information:
The 2005-2006 employee handbooks have been updated and changes made according to Update 75 and recent legislative action. There may be future changes depending on the outcome of the special legislative session now in progress.

The Paraprofessional Employee Handbook is the same as the Professional Employee Handbook with the exception of the inclusion of copies of numerous board policies. State and federal laws require certain information to be disseminated to contracted school district employees. Required information for contract employees can be found in the policies listed on the last pages of the attached draft handbook. The actual policies are included in the final copy of the Professional Employee Handbook.

Fiscal Implication:
Cost of Printing

Administrative Recommendation:
LVISD recommends approval of this recommendation.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

# LA VEGA I.S.D.

## 2005-2006 LVISD Employee Handbook

Major revisions proposed include:

1. Miscellaneous wording changes in the following areas based on TASB model employee handbook:
   ~ Title page
   ~ Table of Contents;
   ~ Board of Trustees;
   ~ Equal employment opportunity;
   ~ Employment after retirement;
   ~ Sexual harassment;
   ~ Harassment;
   ~ Harassment of students;
   ~ Contract and noncontract employment;
   ~ Notification to parents regarding qualifications;
   ~ Employee involvement;
   ~ Overtime compensation;
   ~ Leaves and absences;
   ~ Family and Medical Leave;
   ~ Military leave;
   ~ Complaints and grievances;
   ~ Standards of conduct;
   ~ Drug-abuse prevention;
   ~ Fraud and financial impropriety;
   ~ Conflict of interest;
   ~ Gifts and favors;
   ~ Possession of firearms and weapons;
   ~ Pest control treatment;
   ~ Equal educational opportunities;
   ~ Parent and student complaints;
   ~ Student discipline;
   ~ Appendix; and
   ~ Index

   Additions/Revisions determined at District level:
   ~ Basic District demographic/directory information;
   ~ Job vacancy announcements;
   ~ Correction of spelling and grammatical errors

2. Creation of two separate handbooks – one for *Professional* employees and one for *Paraprofessional and Auxiliary* employees

**Transportation Services Contract with Durham School Services**

Presented for:
Board action ☒ Report/Review Only ☐ Consent Agenda Item ☐ Date: July 19, 2005

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Gary W. Williams

Background Information:
The contract for transportation services provides for annual adjustments in cost factors based on Consumer Price Index information. The CPI adjustment for the 2003-04 budget year is 2.5%.

Fiscal Implication:
The price adjustment will result in an increase of approximately $16,500 in the transportation budget for 2003-04.

Administrative Recommendation:
It is recommended that the Board approve a one-year extension in the contract for transportation services with Durham School Services with a rate increase of 2.5%

Motion:

Second:

For:

Against:

Abstain:

DURHAM
SCHOOL SERVICES

RECEIVED
JUN 27 2005
Dary

June 21, 2005

Dr. Monte Geren
Superintendent
La Vega Independent School District
3100 Bellmead Drive
Waco, TX 76705

Re: Agreement for the Transportation of Pupils between La Vega Independent School District and Durham School Services, L.P. (the "Agreement")

Dear Dr. Geren:

Enclosed please find two originals of Addendum Number Four to the above referenced agreement. Pursuant to the terms of the Agreement, the rates have been adjusted upward by 2.5% an amount equivalent to the May 2005 Consumer Price Index for the Dallas/Fort Worth area.

Upon review and approval, please sign both documents and return one fully executed original to our office in the enclosed self-addressed envelope.

If you should have any questions in regard to the enclosed, please do not hesitate to call me.

Sincerely,

Patricia M. Petrach
Contract Administrator

Enclosures

cc: M. Dacy
G. Rodriguez

9011 Mountain Ridge Drive
Suite 200
Austin, Texas 78759
Voice: 512.343.6292
Fax: 512.343.6596
www.durhamschoolservices.com

ADDENDUM NUMBER FOUR

The LA VEGA INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and DURHAM SCHOOL SERVICES, L.P., hereinafter referred to as "CONTRACTOR", mutually agree to amend the existing Agreement for the Transportation of Pupils, dated July 18, 2001, hereinafter referred to as "Agreement," as stated below:

1. Rates shall be adjusted upward by 2.5% as noted below:

A. For Daily Home-to-School and Special Education Transportation Service (using current District-owned buses**):

| BUS CAPACITY | DAILY RATE PER BUS TO 4.0 HOURS AND 50 MILES | DAILY RATE PER BUS HOUR OVER 4.0 HOURS | DAILY RATE PER BUS MILE OVER 50 MILES |
|---|---|---|---|
| 0 – 20 | $153.84 | $14.68 | $0.46 |
| 21-47 | $153.84 | $14.68 | $0.46 |
| 48 – 72 | $153.84 | $14.68 | $0.46 |
| 72+ | N/A | $14.68 | $0.46 |

[** The above rates are applicable also to the first six (6) buses supplied by the CONTRACTOR, the rates in Schedule "B" below apply for any additional buses provided by the CONTRACTOR.]

B. For Daily Home-to-School and Special Education Transportation Service (using current Contractor-supplied buses):

| BUS CAPACITY | DAILY RATE PER BUS TO 4.0 HOURS AND 50 MILES | DAILY RATE PER BUS HOUR OVER 4.0 HOURS | DAILY RATE PER BUS MILE OVER 50 MILES |
|---|---|---|---|
| 0 – 20 | $174.29 | $14.68 | $0.46 |
| 21-47 | $179.39 | $14.68 | $0.46 |
| 48 – 72 | $179.39 | $14.68 | $0.46 |
| 72+ | N/A | N/A | N/A |

C. For Daily Home-to-School and Special Education Transportation Service – Extended School Year (using current District-owned buses):

| BUS CAPACITY | DAILY RATE PER BUS TO 4.0 HOURS AND 50 MILES | DAILY RATE PER BUS HOUR OVER 4.0 HOURS | DAILY RATE PER BUS MILE OVER 50 MILES |
|---|---|---|---|
| 0 – 20 | $153.84 | $14.68 | $0.46 |
| 21 – 47 | $153.84 | $14.68 | $0.46 |
| 48 – 72 | $153.84 | $14.68 | $0.46 |
| 72 + | N/A | N/A | N/A |

D. For Daily Home-to-School and Special Education Transportation Service – Extended School Year (using current Contractor-supplied buses):

| BUS CAPACITY | DAILY RATE PER BUS TO 4.0 HOURS AND 50 MILES | DAILY RATE PER BUS HOUR OVER 4.0 HOURS | DAILY RATE PER BUS MILE OVER 50 MILES |
|---|---|---|---|
| 0 – 20 | $174.29 | $14.68 | $0.46 |
| 21 – 47 | $179.39 | $14.68 | $0.46 |
| 48 – 72 | $179.39 | $14.68 | $0.46 |
| 72 + | N/A | N/A | N/A |

E. Rates for "other transportation" using buses regularly assigned to morning and afternoon home to school transportation services:

| BUS CAPACITY | RATE PER BUS HOUR | RATE PER BUS MILE | MINIMUM CALL OUT CHARGE |
|---|---|---|---|
| ALL | $14.68 | $0.46 | $44.03 |

Time and mileage charges for all transportation trips shall begin and end at the Customer Service Center located at 3100 Bellmead Drive, Waco, Texas and shall include total driver's time, including time for bus pre-trip checkout and cleanup and layover time. For driver's time in excess of forty (40) hours per week, the charge will be one-and-one-half times the hourly rates stated above. The DISTRICT must approve all overtime prior to its accrual.

F. Non-School Bus Vehicle Maintenance:

| RATE PER HOUR | ADDITIONAL CHARGES FOR PARTS ABOVE ACTUAL COST (% OR $) |
|---|---|
| $32.77 | 5.0% |

G. Rates for Bus Assistants: The DISTRICT will compensate the CONTRACTOR for Bus Assistants used on routes at $12.43 per hour per Bus Assistant. Billable time is to be based on total driving time, including layover time. For time per monitor in excess of forty (40) hours per week, the charge will be one-and-a-half-times the hourly rate stated for the monitor incurring overtime.

H. Rates for Video Monitors: The DISTRICT will compensate the CONTRACTOR for Video Monitoring equipment installed on buses used on routes at the rate of $2.84 per bus per day.

2. The term of the Agreement shall be for a period beginning September 1, 2005 and ending August 31, 2006.

3. This Addendum is effective September 1, 2005 and is agreed to by the parties.

4. All other terms and conditions of the original Agreement remain the same.

DURHAM SCHOOL SERVICES. L.P.

By: Durham Holding II, L.L.C.,
its general partner

By: John A. Elliott
John A. Elliott
CEO and President
June 21, 2005

LA VEGA INEPENDENT SCHOOL DISTRICT

By:_____
Name:_____
Title:_____
Date:_____

Region 6 Bureau of Labor Statistics

Dallas, Tx 75202

# Consumer Price Index Indicators

## Consumer Price Index for All Urban Consumers (CPI-U)
## U.S. City Average, Dallas-Fort Worth, and Houston-Galveston-Brazoria
## May 2005

(1982-84=100, not seasonally adjusted)

| INDEX ITEMS | U.S. City Average: | | | Dallas-Fort Worth: | | | Houston-Galveston: | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Percent change: | | | Percent change: | | | Percent change: | |
| | Index | 12-Month | 1-Month | Index | 12-Month | 2-Month | Index | 12-Month | 1-Month |
| **All Items** | 194.4 | 2.8 | -0.1 | 183.5 | 2.5 | 1.2 | | | |
| Food and beverages | 191.1 | 2.5 | 0.2 | 189.2 | 1.2 | 2.5 | | | |
| Food | 190.6 | 2.4 | 0.2 | 184.9 | 0.8 | 2.7 | | | |
| Food at home | 190.3 | 2.0 | 0.3 | 168.6 | -0.4 | 4.5 | 181.5 | 3.6 | 0.8 |
| Food away from home | 192.6 | 3.2 | 0.3 | 210.5 | 2.1 | 0.7 | | | |
| Alcoholic beverages | 195.5 | 2.0 | -0.2 | 250.4 | 9.4 | 0.0 | | | |
| Housing | 194.5 | 3.0 | 0.1 | 168.1 | 2.9 | 1.1 | | | |
| Shelter | 224.0 | 2.4 | -0.2 | 176.4 | 1.1 | 0.1 | 183.1 | -0.5 | -1.5 |
| Rent of primary residence 1/ | 216.4 | 2.9 | 0.2 | 168.5 | -0.8 | -0.7 | 170.6 | 0.5 | -0.1 |
| Owners' equivalent rent 1/ 2/ | 229.4 | 2.3 | 0.2 | 187.8 | 2.0 | 0.2 | 171.8 | 3.9 | 0.1 |
| Fuels and utilities | 171.7 | 8.6 | 1.2 | 189.0 | 13.4 | 6.5 | | | |
| Gas (piped) and electricity 1/ | 158.7 | 8.1 | 1.8 | 182.1 | 16.3 | 9.0 | 162.5 | 13.6 | 16.1 |
| Electricity 1/ | 146.5 | 5.0 | 3.0 | 174.9 | 13.3 | 7.0 | 164.6 | 14.9 | 19.4 |
| Utility (piped) gas service 1/ | 198.2 | 14.7 | -0.2 | 201.4 | 32.6 | 19.1 | 152.0 | 6.7 | 0.0 |
| Household furnishings/operation | 126.7 | 1.0 | 0.3 | 129.7 | 1.5 | 0.9 | | | |
| Apparel | 122.4 | -0.8 | -1.1 | 128.3 | -2.8 | -4.0 | | | |
| Transportation | 172.1 | 4.2 | -0.6 | 174.8 | 4.4 | 2.4 | | | |
| Private transportation | 168.3 | 4.2 | -0.8 | 174.9 | 4.5 | 2.3 | | | |
| Motor Fuel | 188.2 | 10.4 | -2.9 | 196.6 | 14.3 | 11.6 | 177.5 | 12.1 | -3.3 |
| Gasoline | 187.3 | 10.3 | -2.9 | 195.6 | 14.1 | 11.6 | 176.7 | 12.0 | -3.3 |
| Medical care | 322.2 | 4.3 | 0.2 | 295.5 | 3.8 | 0.1 | | | |
| Recreation 3/ | 109.5 | 0.6 | 0.3 | 116.8 | -1.1 | 1.1 | | | |
| Education and communication 3/ | 112.7 | 1.9 | -0.2 | 121.8 | 1.3 | 0.1 | | | |
| Other goods and services | 312.5 | 2.9 | 0.3 | 289.6 | 2.7 | -0.2 | | | |
| **Special Indexes:** | | | | | | | | | |
| Energy | 169.4 | 9.9 | -0.9 | 190.9 | 15.3 | 10.3 | 172.0 | 12.9 | 5.7 |
| All items less shelter | 185.0 | 3.0 | -0.1 | 187.4 | 3.0 | 1.7 | | | |
| All items less food and energy | 200.8 | 2.2 | 0.0 | 186.6 | 1.4 | -0.1 | | | |
| All Items (1967=100) | 582.4 | | | 575.6 | | | | | |

### Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **All Items** | 190.0 | 2.9 | -0.1 | 184.1 | 2.6 | 1.4 | |
| All Items (1967=100) | 566.0 | | | 567.7 | | | |

1/ This index series was calculated using a Laspeyres estimator. All other item stratum index series converted to a geometric means estimator in January 1999.

2/ Full series title is "owners' equivalent rent of primary residence"; index base is December 1982=100.

3/ Indexes on a December 1997 = 100 base.

**Note 1:** Dallas-Fort Worth and Houston-Galveston-Brazoria CPIs are for the Consolidated Metropolitan Statistical Areas.
**Note 2:** The food at home, energy, and shelter sub-component indexes are compiled monthly for Dallas-Fort Worth and Houston. Full surveys, which produce the All Items Indexes and major components, are conducted every two months. These full surveys are published for the odd-numbered months for Dallas and for the even-numbered months for Houston.

**Revisions to Employee Acceptable Use Policy for the Use of Electronic Information Resources**

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

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. Gary W. Williams

Background Information:
Several revisions were made to the La Vega ISD Employee Acceptable Use Policy for the use of electronic information resources. The guidelines that were added are:

- I will abide by all copyright regulations.
- I agree that I will not download any third party software that is not purchased and approved by the La Vega ISD Technology Department.
- I agree that I will not download/store any music or video files on La Vega ISD hardware without explicit consent from the La Vega ISD Technology Department.

Fiscal Implication:
N/A

Administrative Recommendation:
The administration recommends approval of the revised La Vega ISD Employee Acceptable Use Policy for the use of electronic information resources.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

# La Vega ISD Employee Acceptable Use Policy

This Technology AUP was developed by the Technology Planning Committee
and approved by the La Vega ISD Board of Trustees.

**LAVEGA INDEPENDENT SCHOOL DISTRICT**
**EMPLOYEE ELECTRONIC INFORMATION RESOURCE AGREEMENT**

Please read this document carefully. When an employee signs this document, it becomes an agreement between the employee and the District. The employee's signature indicates agreement to abide by the conditions and guidelines established herein.

**Terms and Conditions of this Agreement**
These policies shall apply to:

1. Users of electronic information resources, which are utilized with equipment located in the LVISD.
2. Users who obtain their access privileges through association with LVISD.
3. Electronic information resources include (but are not limited to) CD-ROMs, videodiscs, multimedia, on-line services, software, videocassettes and electronic mail.

**Personal Responsibility**
I agree to report misuse of the network to the Technology Department. Misuse can come in many forms, including but not limited to, sending or receiving material that exhibits or suggests pornography, unethical or illegal behavior; using racist, sexist or inappropriate language; or violating the guidelines set forth below.

**Acceptable Use Guidelines**
The use of electronic information resources must be in support of education, research and the educational goals and objectives of LVISD.

1. I agree to promote acceptable use of the electronic information resources and network etiquette. I agree to maintain supervision of students using electronic information resources.

2. I will not allow others to use my personal account. I agree to directly log on and supervise the account activity. I understand I am responsible for the proper use of the account, including password protection.

3. I will take all reasonable precautions, including password maintenance and file and directory protection measures, to prevent the use of my account by unauthorized persons.

4. I understand that many services and products are available for a fee and acknowledge that I am responsible for any expenses incurred. Failure to pay for expenses may result in denial of my privileges.

5. I agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material.
6. I will abide by all copyright regulations.

7. I agree that I will not download any third party software that is not purchased and approved by the La Vega ISD Technology Department.

8. I agree that I will not download/store any music or video files on La Vega ISD hardware without explicit consent from the La Vega ISD Technology Department.

9. I agree that I will not stream live video, of any kind, without permission from the La Vega ISD Technology Dept.

10. I will not reveal home addresses or personal phone numbers of others.

11. I understand that electronic mail is not private.

12. I will not use the electronic information resources in any way that would disrupt use by others.

13. I will not use the electronic information resources for any commercial purposes.

14. I will not attempt to harm, modify or destroy hardware or software, or interfere with system security.

15. I agree to accept financial responsibility for any intentional harm to the system.

16. I will abide by the regulations established by the District regarding use and access of the electronic information resources.

**Rights of the System Administrator**

1. LVISD reserves the right to log the use of all systems and monitor fileserver space utilization. Should it become necessary, files may be deleted.
2. The System Administrator may close an account at any time.
3. LVISD is not responsible for any service interruptions, changes, or consequences arising there from, even if these arise from circumstances under the control of the District.
4. LVISD makes no warranties of any kind, whether expressed or implied regarding use of the electronic information resources. Service is provided on an “as is, as available" basis. The District is not responsible for the accuracy of information received.
5. LVISD reserves the right to establish such rules and regulations as may be necessary for the efficient operation of the electronic information systems.

**Consequences**

The use of the electronic information resources is a privilege, not a right; and may be revoked in accordance with Policy CQ (Local) and Policy CQ (Regulation). Infractions of the provisions set forth in this *Electronic Information Resource Agreement* or the policies and regulations established pursuant to the Agreement may result in suspension or termination of access privileges and/or appropriate disciplinary action. Additionally, activities in violation of state and federal statutes will be subject to prosecution by those authorities.

The user of electronic information resources agrees to accept full responsibility for his or her use and will hold the District harmless for any damages resulting from use of the resources, whether that injury or damage is to the user or to another person.
I understand that this access is designed for educational purposes. I have read, understand, and agree to abide by all of the provisions of the *Electronic Information Resource Agreement.*

Printed Name: _____ Date: _____

Signature: _____ Campus: _____

**CLOSED MEETING**

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

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

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

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Monte Geren

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

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

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

A closed meeting was declared at _____.m. on _____, 2005 to

discuss: _____

_____

The closed meeting ended at _____.m. on _____, 2005.

**ADJOURNMENT**

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Date and Time: _____