

Board Meeting Agenda

Lake Travis Independent School District Board of Trustees

A meeting of the Board of Trustees of Lake Travis Independent School District will be held August 31, 2020, beginning at 6:00 PM in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting covered by this agenda, the Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001 et seq of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 – 551.084, inclusive, of the Open Meetings Act.

1. Call To Order and Quorum Determination
2. Public Comments/Citizen Participation
3. Presentation/Discussion Items
 - A. Options for a Phased-In Approach to Opening On-Campus Learning Based on Recommendations by Austin Public Health
4. Discussion and Possible Action
 - A. TEA Waiver to Extend the Back-to-School Transition Period 3
5. Consideration Items
 - A. Travis County Interlocal Agreement for Crossing Guards 5
 - B. Auxiliary and Provisional Compensations Plans for 2020-2021 18
6. Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code Section 551.001 et. seq.
 - A. Section 551.071 - Consultation with Attorney
 1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code 551.07(2).
 - B. Section 551.074 - Personnel Matters
 1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public employees or

officials. (This may involve consultation with attorney as permitted under Section 551.071).

7. Adjournment



AGENDA ITEM ACTION SHEET

AGENDA ITEM

TEA Wavier to Extend the Back-to-School Transition Period

RECOMMENDED ACTION

For Discussion and Possible Action.

RATIONALE

The Texas Education Agency (TEA) guidance provided on July 28, 2020, stated that, to generate funding for remote instruction, school districts must be prepared to offer daily on-campus instruction for students whose families wish them to attend school on campus and for students who do not have access to technology.

However, TEA guidance also provides that in order to facilitate a safe, effective back-to-school transition process, districts may utilize a back-to-school transition period, during which schools may temporarily limit access to on-campus instruction. During a period of up to the first four weeks after the first day of school, schools may limit access and require remote instruction. If a school system believes it is best for the health and safety of students and staff to continue to restrict access to on-campus instruction beyond the first four weeks of their instructional calendar, they must submit a board approved waiver request to TEA to access the second four-week transition window. The board must take action to authorize this waiver by specific vote and cannot otherwise delegate the waiver application to the superintendent.

In the event a board extends the initial four-week transition, at least some on campus instruction must be provided each day during the extended transition period. All families who want on-campus instruction must be provided that on-campus attendance for their students at the immediate conclusion of the transition period.

BUDGET PROVISIONS

N/A

RESOURCE PERSONNEL

Paul Norton, Superintendent
Amber King, General Counsel

ATTACHMENTS

TEA Wavier Request

MEETING DATE

August 31, 2020

REQUEST TO EXTEND THE START OF THE 2020-2021 SCHOOL YEAR TRANSITION BEYOND THE FOUR-WEEK LIMIT

SECTION I: Requirements

If a school system believes it is best for the health and safety of students and staff to continue to restrict access to on-campus instruction beyond the first four weeks of their 2020-21 instructional calendar, they must submit a board approved waiver request to TEA to extend that transition window, up to four additional weeks. The board must take action to authorize this waiver by specific vote, and cannot otherwise delegate the waiver application to the superintendent. The waiver application must include an indication as to the local public health conditions that the LEA believes would warrant a faster end to the transition period. Teachers, staff, and parents should be consulted about the transition plan before the waiver is submitted. During this transition period, LEAs are still required to allow all students to access on-campus instruction who come from households without internet access or appropriate remote learning devices. During the extended period being requested with this waiver, at least some on-campus instruction must be provided each day. The procedures used by the LEA to limit access to on-campus attendance during this period should be clearly communicated to families in advance. The waiver may be rescinded if the requirements are not met.

SECTION II: Request

District Name: Lake Travis Independent School District

First Day of School: 8/19/20

Total Additional Weeks Requested (beyond the initial four weeks for transition): 4

Will some students have access to on-campus learning during the extended transition period? Yes

Will students with no internet/internet-enabled learning devices be allowed to come on campus should they so choose? Yes

Explain what local public health conditions that would cause you to end the transition period faster, so that all students have access to on-campus instruction. As an example: the most recent weekly count of COVID-19 cases is lower than the prior week in the county, and test positivity rate in the county is under 10%.

The District will consider using a phase-in strategy to on-campus instruction based on risk-based guidelines, as recommended by Austin Public Health. A phased-in reopening strategy based on local risk stages would provide the District with the ability to scale up access to on-campus instruction based on the risk stages listed in the APH "COVID-19: Risk-Based Guidelines." As recommended, the District may consider beginning on-campus instruction at up to 25% capacity for a two week period and then increasing on-campus student access after that, also taking into consideration student and staffing needs and other mitigation efforts or strategies.

SECTION III: Attestation/Signatures

District Name	Board Approval Date
Lake Travis Independent School District	8/31/20

Board President Name	Superintendent Name
Kim Flasch	Paul Norton
Board President Signature	Superintendent Signature

With the submission of this form, the district attests that teachers, staff, and parents were consulted about the transition plan before the waiver was submitted.

Submit completed request forms to: waivers@tea.texas.gov

Request must be submitted prior to the ⁴end of the initial four-week transition



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Travis County Interlocal Agreement for Crossing Guards

RECOMMENDED ACTION

Approve the Superintendent or designee to negotiate, execute, and amend, as necessary, the Travis County Interlocal Agreement for Allocation and Use of Funds for crossing guards

RATIONALE

Previously, Travis County employed crossing guards that worked at Lake Pointe Elementary and West Cypress Hills Elementary. On April 7, 2020, the Travis County Commissioners voted unanimously to transition the administration and operation of the school crossing guard program to the Independent School Districts currently served by the county's program beginning with the 2020-2021 academic year. The Court also voted to use the Economically Disadvantaged Students statistics as the basis for the allocation within an interlocal agreement with the 5 ISDs – Del Valle, Lake Travis, Leander, Manor, and Round Rock.

Given this decision by Travis County, the District will now serve as the employer of the crossing guards at these campuses, and will receive an allocation of funds from Travis County of \$16,124. In order to provide the District with an allocation of funds, the District and Travis County must enter into an Interlocal Agreement.

BUDGET PROVISIONS

Approximately \$27,000 per year for 3 guards

Allocation of funds to LTISD from Travis County of \$16,124

RESOURCE PERSONNEL

Amber King, General Counsel

Evalene Murphy, Assistant Superintendent of Human Resource Services

ATTACHMENTS

Travis County Interlocal Agreement for Allocation and Use of Funds for Crossing Guards

MEETING DATE

August 31, 2020

TRAVIS COUNTY INTERLOCAL AGREEMENT FOR ALLOCATION AND USE OF FUNDS UNDER TRANSPORTATION CODE SECTION 502.403

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of Texas, (“County”), and the Lake Travis Independent School District, a public school district located wholly or partly in Travis County, Texas (“District”), collectively, the “Parties.”

RECITALS

This Agreement provides for the distribution to District of certain Fee Revenue collected by the Travis County Tax Office pursuant to Section 502.403 of the Texas Transportation Code.

County has the authority under Government Code Chapter 791 to contract with other local governments for government functions and services. District is a “local government” as defined by Texas Government Code § 791.003(4)(A). The Parties desire to enter into this Agreement pursuant to Chapter 791.

In 1991, the Travis County Commissioners Court approved the collection of an additional \$1.50 motor vehicle registration fee, as authorized by Section 502.403 Texas Transportation Code, designated as the Child Safety Fee. The Travis County Tax Office collects, allocates and distributes the Child Safety Fee. County receives an Administrative Fee of 10% of the total amount of Fee Revenue collected. The remaining 90% of the Fee Revenue is distributed to County and 16 other local government entities based on population percentages from the 2010 Census (the “Net Revenue”). County receives a prorated allocation of the Net Revenue in proportion to the population of the unincorporated areas of Travis County. Additionally, County receives funds from Justice Courts from fines imposed under Section 102.014 of the Texas Code of Criminal Procedure.

Section 502.403 of the Transportation Code requires counties to apply its allocation of the Child Safety Fee solely for purposes allowed by Sub-section 102.014(g) of the Texas Code of Criminal Procedure, including the operation of a school crossing guard program. Sub-section 102.014(h) authorizes County to distribute to public school districts the Section 102.014 funds it receives from Justice Courts.

County previously expended its allocation of the Net Revenue to fund a school crossing guard program serving children residing in unincorporated areas of the county and attending public schools, including District. On April 7, 2020, the Commissioners voted unanimously to transition the administration and operation of its school crossing guard program to the independent school districts currently served by the county’s program beginning with the 2020-2021 academic year.

County desires to contract with District for the distribution of a portion of County’s Child Safety Fee allocation. District agrees to expend the allocation for child safety services, specifically for

funding its school crossing guard program serving children attending District schools within Travis County, and for no other purposes.

The Parties desire to enter into this Agreement for these purposes.

AGREEMENT

1. TERM:

1.1 The term of this Agreement begins on August 1, 2020, or on the date of last execution by the Parties, and continues until July 31, 2021, unless terminated earlier as provided in this agreement.

1.2 Subject to continued availability of the Child Safety Fee, this Agreement will thereafter automatically renew on August 1st of each subsequent year.

2. DEFINITIONS:

2.1 “Fee Revenue” means the Child Safety Fee, an additional \$1.50 motor vehicle registration fee which is authorized by section 502.403 Texas Transportation Code.

2.2 “Net Revenue” means Fee Revenue less 10% Administrative Fee, and represents the total amount of revenue available to allocate and distribute to eligible local governmental entities.

2.3 “Administrative Fee” means an amount equal to 10% of the Fee Revenue collected by the Travis County Tax Office and used by Travis County to administer the collection, allocation and distribution of the Child Safety Fee to eligible local government entities.

2.4 “Eligible Child Safety Fee Expenditures” means necessary expenditures incurred in providing a school crossing guards program serving children attending District schools in Travis County, in compliance with Article 102.014(g) of the Texas Code of Criminal Procedure.

2.5 “Program Documentation” means the District’s comprehensive written plan for its School Crossing Guard Program, including required equipment, resource deployment, service hours, and locations of guards.

2.6 “School Crossing Guard Program” means a program initiated, funded, and managed by the District to employ, equip, and deploy personnel to assist students crossing streets while travelling to and from District schools within Travis County.

2.7 “Public Information Act” means Texas Government Code, Chapter 552.

2.8 “Records” means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.9 “Fine Revenue” means funds provided to County by Travis County Justice Courts under Section 102.014 of the Texas Code of Criminal Procedure.

3. ALLOCATION PERCENTAGE:

3.1 County Allocation. County receives an Administrative Fee of 10% of the total amount of Fee Revenue collected by the Travis County Tax Office as provided by Section 502.403 Texas Transportation Code. County also receives an allocation of approximately 20.099% of the Net Revenue based on the percentage of the population of Travis County living outside municipal boundaries. The allocation is based on the 2010 Census. County’s allocation will be recalculated based on each new decadal United States Census, when each becomes available.

3.2 Distribution to District. County will distribute a prorated portion of its allocation of Net Revenue and Fine Revenue to District and four other Travis County public school districts. District’s prorated distribution for the current school year is 5.74%, based on the number of District students currently served by the Free and Reduced Lunch program, as determined from the Public Education Information Management System (PEIMS) Economically Disadvantaged Status Reports provided by Texas Education Agency for the most current academic year available. The PEIMS Report is updated annually. District’s distribution percentage will be recalculated on each subsequent July 1, or as soon thereafter when the data is available.

4. FUNDING:

4.1 Taxpayer Identification. Before any distributions are payable, District shall provide the Travis County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

4.2 Payment by Direct Deposit. District must contact the Travis County Auditor at supplierssetup@traviscountytexas.gov to obtain an electronic form to set up direct deposit into District’s account through electronic ACH deposit.

4.3 In-Kind Distribution. Travis County is authorized by Texas Local Government Code, section 263.152 (a) (4) to declare certain used supplies and equipment used by crossing guards, such as signs, gloves, and flags, without Travis County logo or insignia, as surplus property. Surplus property can be disposed of by distributing to District as part of and in consideration of entering into this Agreement, without competitive bidding or auction, provided that such

donation serves a public purpose. Further, that selling such surplus property would result in either no bids or a bid price that is less than the County's expense and District is providing County with adequate consideration by agreeing to continue operation of a school crossing guard program for the safety of children. If District is commencing a new School Crossing Guard Program, County may make an in-kind distribution of surplus crossing guard equipment, if any.

4.4 Monthly Distributions. Beginning with Fee Revenue and Fine Revenue collected in July, 2020, County will make monthly distributions to District on the first business day of the second month following the month in which the Revenue was collected. By way of example, the distribution for Fee Revenue collected in July, 2020, will be made to District on or about the first business day of September, 2020.

4.5 Fiscal Funding Clause. Despite any provision in this Agreement, the obligations of County under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. District has no right of action against County if County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for obligation from any source used to fund this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT:

5.1 District represents and warrants that District will use all of the funds allocated to District by County under this Agreement for District's School Crossing Guard Program, and for no other purpose.

5.2 District represents and warrants that District does not intend to and will not use funds allocated to District under this Agreement to fill shortfalls in District's budget, but will in fact be expended to provide school crossing guards assisting students crossing Travis County roads, streets, and highways.

5.3 District represents and warrants that District will refund to County any funds allocated to District under this Agreement if its Records or Program Documentation indicate the funds were expended in violation of this Agreement.

6. RIGHTS AND OBLIGATIONS OF DISTRICT:

6.1 District has the right and obligation to initiate or continue an existing School Crossing Guard Program to serve the District's Travis County public school students. District will be solely responsible for its program, and to employ, equip, and deploy its own personnel to assist students crossing streets while travelling to and from District schools within Travis County.

7. RIGHTS AND OBLIGATIONS OF COUNTY:

7.1 County's obligation to make distributions under this Agreement is expressly conditioned on County's prior receipt of its allocation of Net Revenue from the Travis County Tax Office. County's sole obligation under this Agreement is to make distributions of the allocation of Net Revenue actually received by County in the manner provided herein.

7.2 County may require District to provide copies of its Program Documentation and Records to verify that all funds distributed to it are used solely to fund its School Crossing Guard Program, whether such program is now existing or is initiated following the effective date of this Agreement.

7.3 In the event District fails to provide Program Documentation and Records upon County's reasonable request, or fails to use distributions for the intended purpose, or otherwise defaults in performance of any of its obligations under the Agreement, County may: (i) withhold further disbursements to District until District is no longer in default, or (ii) terminate this Agreement and reallocate District's distributions to other district, or (iii) both (i) and (ii).

7.4 County's right to request copies of District's Program Documentation and Records is solely to verify that District's use of distributions complies with the requirements of this Agreement and Article 102.014(g) of the Texas Code of Criminal Procedure.

8. PROGRAM DOCUMENTATION AND RECORDS

8.1 Maintenance and Retention of Records. District shall keep and maintain Project Documentation and Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. District shall make these Records available to Travis County for inspection by County or authorized County personnel upon request. District must keep and maintain these Records for at least four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, District must keep these Records after the four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved. **District is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.1 has lapsed. Destruction is deemed non-compliance.**

8.2 Access to Records and Audit. District grants County, any of its duly authorized representatives, timely and unrestricted access to any District Program Documentation and Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. District shall furnish all Records at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to District's personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records

related to these audits and examinations. The Travis County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

9. CONFIDENTIALITY:

9.1 District shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. District shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that County and District are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the County, Travis County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees ("County Requestors") may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and agree that County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas. District releases County Requestors from any liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part of them, or other equipment or item, data or information, or any other thing or item furnished by District or in the possession or knowledge of the County that is determined by County in reliance on any advice, decision or opinion of the Attorney General of Texas to be available to the public or any persons.

9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

10. ALLOCATION OF RISK:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY,

CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.

FURTHER, COUNTY ASSUMES NO LIABILITY OF ANY NATURE FOR DISTRICT'S SCHOOL CROSSING GUARD PROGRAM. COUNTY WILL NOT EVALUATE, STUDY, OR INVESTIGATE DISTRICT'S PROGRAM, OTHER THAN TO VERIFY EXISTENCE OF THE PROGRAM AND TO VERIFY THAT THE FUNDS DISTRIBUTED TO DISTRICT BY COUNTY ARE BEING EXPENDED SOLELY TO FUND THE PROGRAM.

11. INSURANCE:

At all times during this Agreement, District and County shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. District and County are responsible for the respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

12. AMENDMENTS AND CHANGES IN THE LAW:

12.1 A modification, amendment, novation, or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by Travis County Commissioners Court and executed by the Parties.

12.2 Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

13. ASSIGNMENT:

District may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

14. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:

14.1 If County determines that District materially fails to comply with any term of this Interlocal Agreement, County, in its sole discretion may take actions including:

- 14.1 Temporarily withholding disbursements pending correction of the deficiency or more severe enforcement action by County;
- 14.2 Wholly or partially suspending or terminating this Interlocal Agreement;

- 14.3 Requiring return or offset of previous reimbursements;
- 14.4 Prohibiting the District from applying for or receiving additional funds for other grant programs administered by County until repayment to County is made and any other compliance or audit finding is satisfactorily resolved;
- 14.5 Taking other remedies or appropriate actions.

14.3 Termination. At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, County may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to District. County's termination of this Agreement shall not subject County to liability for any reason.

14.3.1 Without Cause: Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

14.3.2 With Cause: County has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to District.

14.3.2.1 Non-performance by District or District's failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

14.3.2.2 District's improper use, misuse, or inept use of distributions under this Agreement;

14.3.2.3 District's submission of Records and/or Project Documentation that are incorrect, incomplete, or false in any way; or

14.3.2.4 District's failure to comply applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

15. NOTICE:

15.1 Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive the notice at the addresses stated in 15.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

15.2 Addresses for Notice.

TO COUNTY:

Judge Samuel T. Biscoe
Travis County
700 Lavaca Avenue St. 2nd Floor
Austin, Texas 75701 (512) 854-9555 (office)

TO DISTRICT:

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

With a copies to:

Cynthia McDonald, (or successor)
County Executive
Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

Bonnie S. Floyd, MBA, CPPO, CPPB
Purchasing Agent
Travis County Purchasing Office
700 Lavaca Avenue St. 8th Floor
Austin, Texas 75701 (512) 854-9700 (office)

15.3 Change of Address. Each Party may change its address for notice by giving Notice of the new address. County and District shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

16. IMMUNITY:

County Immunity. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law.

17. COMPLIANCE WITH LAWS:

District shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. District is responsible for ensuring this compliance.

18. BINDING AGREEMENT:

This Agreement is binding upon District and County and their respective heirs, successors, executors, administrators and assigns.

19. INTERPRETATIONAL GUIDELINES:

19.1 Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

19.2 Law and Venue. The laws of the State of Texas govern the interpretation of this Agreement. All obligations under this Agreement are performable in Travis County, Texas. The state or federal courts in Travis County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

19.3 Severability. If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

19.4 Interpretation of Time. All times stated in this Contract, are stated in Central Time. Standard and Daylight Savings are applied based on the time in Austin, Texas on the stated date. In computing periods of time under this Contract, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

19.5 Number and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

19.6 Headings. The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this Contract.

20. PERSONS NOT A PARTY NOT TO BENEFIT:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

21. ENTIRE AGREEMENT:

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except as provided in Section 12, this Agreement may not be modified. Each Party acknowledges that the other Party,

or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

22. INDEPENDENT CONTRACTOR:

District, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of County. District is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. District is specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the requirements of this Agreement. There shall be no contractual relationship between County and any subcontractor, agent, employee or supplier of District by virtue of this Agreement.

23. DUPLICATE ORIGINALS:

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

24. SIGNATORY WARRANTY

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

25. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and District accept the terms of this Agreement in full.

COUNTY OF TRAVIS, STATE OF TEXAS

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

BY: Samuel T. Biscoe
Travis County Judge

BY: Paul Norton
Lake Travis Independent School District
Superintendent

Date: _____

Date: _____

Approved as to Form:

Assistant County Attorney
Travis County Attorney's Office



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Auxiliary and Provisional Compensations Plans for 2020-2021

RECOMMENDED ACTION

Approve the 2020-21 Auxiliary and Provisional Pay Plans as presented.

RATIONALE

Lake Travis Independent School District Administration would like to implement the proposed auxiliary and provisional compensation plans with the addition of a new crossing guard position and substitute crossing guard for the 2020-2021 school year.

BUDGET PROVISIONS

2020-2021 Budget

RESOURCE PERSONNEL

Evalene Murphy, Assistant Superintendent for Human Resources

ATTACHMENTS

1. Auxiliary Compensation Plan for 2020-21
2. Provisional Compensation Plan for 2020-21

MEETING DATE

August 31, 2020



Auxiliary Compensation Plan 2020/2021

Pay Grade 1

	Minimum	Midpoint	Maximum
Hourly	11.07	13.49	15.92
Annual - 174	15,409	18,778	22,161
Elementary Monitor		Crossing Guard	

Pay Grade 2

	Minimum	Midpoint	Maximum
Hourly	13.22	16.18	19.16
Annual – 174	18,402	22,523	26,671
Annual - 180	19,0367	23,299	27,590
Food & Nutrition Specialist (180)		Parking Patrol (174)	
Safety Monitor, HS (174)			

Pay Grade 3

	Minimum	Midpoint	Maximum
Hourly	13.73	16.49	19.54
Annual - 180	19,771	23,746	28,138
Annual - 240	26,362	31,661	37,517
Food & Nutrition Spec II (180)		Grounds (240)	

Pay Grade 4

	Minimum	Midpoint	Maximum
Hourly	14.85	18.19	21.53
Annual - 207	24,592	30,123	35,654
Catering Cook			

Pay Grade 5

	Minimum	Midpoint	Maximum
Hourly	15.15	18.10	20.96
Annual - 178	21,574	25,774	29,847
Bus Monitor		Bus Driver Trainee	

Pay Grade 6

	Minimum	Midpoint	Maximum
Hourly	15.76	19.09	22.62
Annual - 183	23,073	27,948	33,116
Food Service Manager, ES (183)			

Pay Grade 7

	Minimum	Midpoint	Maximum
Hourly	16.26	19.96	23.65
Annual - 178	23,154	28,423	33,678
Annual - 183	23,805	29,221	34,624
Annual - 240	31,219	38,323	45,408
Dispatcher (178) Food Service Manager, Annex (183) General Maintenance (240) Food Service Manager, District (183) Food Service Manager, MS (183)			

Pay Grade 8

	Minimum	Midpoint	Maximum
Hourly	18.41	22.56	26.71
Annual - 183	26,952	33,028	39,103
Annual - 217	31,960	39,164	46,369
Annual - 225	33,138	40,608	48,078
Annual - 240	35,347	43,315	51,283
Router (225) General Maintenance/Key Specialist (240) Field Trip Coordinator (217) Safety & Special Needs Coordinator (225) Mechanic (240) Skilled Tech (240) Food Service Manager, HS (183) Router & IT Specialist (225)			

Pay Grade 9

	Minimum	Midpoint	Maximum
Hourly	18.83	23.05	27.27
Annual - 178	26,814	32,823	38,832
Nurse Bus Monitor			

Pay Grade 10

	Minimum	Midpoint	Maximum
Hourly	20.20	22.42	24.64
Annual - 178	28,765	31,926	35,087
Bus Driver Bus Driver, Team Lead Bus Driver, Special Education			

Pay Grade 11

	Minimum	Midpoint	Maximum
Hourly	22.34	27.27	32.32
Annual - 240	42,893	52,358	62,054
Skilled Tech			



Provisional Compensation Plan – 2020/2021

Pay Grade 1

Hourly Rate	\$10.39	\$12.00	\$13.00	\$15.00	\$16.00	\$30.00
	Elem Monitor Substitute	Clerical Substitute	FANS Substitute	Extended Care Bus Driver Substitute	Extended Care Plus	Extended Care Registered Nurse
	Equipment Manager	Warehouse Worker		Extended Care Substitute		
				Testing monitor/proctor		
				Crossing Guard Substitute		
Hourly Rate	\$12.45	\$15.25				
	Certified Tutor (certified in area tutoring)	Dual Language Tutor (certified in area tutoring)				

Pay Grade 2

Daily Rate	\$95.00	\$100.00	\$120.00	\$150.00
	Non-Certified Substitute for Teachers & Aides	Certified Substitute for Teachers & Aides	Certified Substitute (31 or more consecutive days for same employee)	Substitute Year
	\$105.00	\$110.00		
	Non-Certified Substitute for Special Education Teachers	Certified Substitute for Special Education Teachers		

Pay Grade 3

Daily Rate	\$95.00	\$115.00	\$300.00
	Day Care Substitute	Registered Nurse Substitute	Administrator Substitute