

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT
Board of Trustees



Regular Meeting
Monday, August 16, 2021 5:30 PM

Meetings of the Board are held at 104 Swisher Rd., Lake Dallas, TX 75065

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

Agenda

1. Call to Order, Roll Call, and Establishment of Quorum
2. Closed Session

The open session of the meeting will adjourn. The Board of Trustees will reconvene in closed session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code). The Board of Trustees will reconvene in open session to take any final action, decision, or vote on a matter deliberated in closed session.

- A. Private consultation with the Board's attorney (TCG 551.071)
- B. Discussing or deliberating purchase, exchange, lease or value of real property (TCG 551.072)
- C. Discussing or deliberating negotiated contract for prospective gift or donation to the school district (TCG 551.073)
- D. Discussing or deliberating appointment, employment, evaluation, reassignments, duties, discipline, or dismissal of a public officer (TCG 551.074)
- E. Discussing or deliberating the deployment, or specific occasions for implementation of security personnel or devices; or a security audit (TCG 551.076)
- F. Discussing or deliberating discipline of a public school child or employee complaint against another employee (TCG 551.082)
- G. Discussing or deliberating a public school child which reveals personally identifiable information (TCG 551.0821)
- H. Investigation; exclusion of witness from a hearing during examination of another witness (TCG 551.084)

- I. Discussing economic development negotiations or offer of financial or other incentive to business prospects (TCG 551.086)
3. Reconvene to Open Session and Pledges of Allegiance
4. Open Forum

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting. Individuals who wish to participate during the Open Forum portion of the meeting shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board. An individual's comments to the Board shall not exceed five minutes per meeting.

5. Consent Agenda Items

Consent Agenda Items are items identified as routine, procedural, informational or self-explanatory presented as a single motion to be acted on at one time.

- A. Consideration/Approval of the Minutes of the REGULAR July 19, 2021 Board Meeting
 - B. Consideration/Approval of Monthly Financial Statements
 - C. Consideration/Approval of Budget Amendment #7
 - D. Consideration/Approval of an interlocal contract with Denton County for the collection of taxes
 - E. Consideration/Approval of Resolution 2020-2021-7 that designates the District's Chief Financial Officer as the school official responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate
 - F. Consideration/Approval regarding the adoption of a Resolution 2020-2021-8 approving the conveyance of a private drainage easement to 3100 Tower Ridge Land, LLC at Lake Dallas High School, as more particularly described as follows: 1,876 square feet of land, being a portion of Lot 1R, Block 1 of Lake Dallas ISD School Addition recorded in Cabinet Y, Slide 803 of the Plat Records of Denton County, Texas.
 - G. Consideration/Approval of the Memorandum of Understanding with Denton County JJAEP
 - H. Consideration/Approval of Code of Conduct
 - I. Consideration/Approval of 2021-2022 T-TESS Calendar and Appraisers
6. Action Items
 - A. Consideration/Approval of the Tax Notice including the proposed tax rate and review 2021-22 Budget
 - B. Consideration/Approval Tax Roll Resolution
 - C. Approval of a resolution regarding a one-time employee retention payment
 - D. Nominations for the TASB Board of Directors for Region 11
 7. Information Items
 - A. 2021 Bond Refunding Program Results
 - B. Construction Report
 - C. COVID-19 Response

- D. Professional New Hires
- E. Boardroom Video update
- F. Lake Dallas ISD News & Events
- 8. Closed Session (if needed)

9. Adjournment

Minutes of Regular Board Meeting

The Board of Trustees

Lake Dallas Independent School District

A Regular Meeting of the Board of Trustees of Lake Dallas Independent School District was held Monday, July 19, 2021, beginning at 5:30 PM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: Board President Lance Stacy, Vice President Chad Thiessen, Secretary Courtney Tankersley, Trustees Scott Baird, Mark Tucker, Stephen Richardson and Alicia McKinley and Interim Superintendent Gary Patterson
ABSENT: None

1. Call to Order, Roll Call, and Establishment of Quorum – 5:30 PM

2. Closed Session – 5:30 PM

The open session of the meeting will adjourn. The Board of Trustees will reconvene in closed session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code). The Board of Trustees will reconvene in open session to take any final action, decision, or vote on a matter deliberated in closed session.

- A. Private consultation with the Board's attorney (TGC 551.071)
- B. Discussing or deliberating purchase, exchange, lease or value of real property (TCG 551.072)
- C. Discussing or deliberating appointment, employment, evaluation, reassignments, duties, discipline, or dismissal of a public officer (TGC 551.074)
- D. Discussing or deliberating discipline of a public school child or employee complaint against another employee (TCG 551.082)
- E. Discussing or deliberating a public school child which reveals personally identifiable information (TCG 551.0821)

3. Reconvene to Open Session and Pledges of Allegiance

The Board reconvened to Open Session at 6:20 PM, and Karla Landrum led the Pledges of Allegiance.

4. Open Forum

Persons desiring to address the Board of Trustees were given the opportunity to sign up to speak. No one addressed the Board.

5. Recognitions

A. Recognize Interim Superintendent

The LDISD Board of Trustees recognized Gary Patterson for his outstanding service to the district as interim superintendent.

6. Consideration/Approval to Hire Superintendent and approve Superintendent contract.

*It was **MOVED** by Chad Thiessen and **SECONDED** by Courtney Tankersley to hire Mike Rockwood as the Superintendent of Schools and approve the terms of the superintendent contract. **MOTION PASSED 7-0.***

At 6:24 PM, President Stacy announced a 10 minute recess to allow the Board and those in attendance to welcome Dr. Rockwood and his family to the district. The meeting resumed at 6:34 PM.

7. Consent Agenda Items

Consent Agenda Items are items identified as routine, procedural, informational or self-explanatory presented as a single motion to be acted on at one time.

It was **MOVED by Mark Tucker and **SECONDED** by Scott Baird to approve the consent agenda items A, B, C, D, E, F, G, and I (Item H was pulled for separate consideration):**

- A. Consideration/Approval of the Minutes of the June 21, 2021, REGULAR Board Meeting.**
- B. Consideration/Approval of the Minutes of the June 22, 2021, SPECIAL Board Meeting.**
- C. Consideration/Approval of the Minutes of the June 23, 2021, SPECIAL Board Meeting.**
- D. Consideration/Approval of the Minutes of the June 24, 2021, SPECIAL Board Meeting.**
- E. Consideration/Approval of the Minutes of the June 28, 2021, SPECIAL Board Meeting.**
- F. Consideration/Approval of the Minutes of the July 1, 2021, SPECIAL Board Meeting.**
- G. Consideration/Approval of Monthly Financial Statements and Quarterly Investment Report**
- H. Consideration/Approval of Administrative New Hires and Reassignments for 2021-2022**
- I. Consideration/Approval of Policy Update 117 and DC(LOCAL)**

Update 117 includes policy revisions in response to revised state and federal rules. In addition, the update includes a reorganization of the legally referenced policies in the CH and CV series regarding purchasing and facilities construction. Local policy recommendations address revisions to the leaves and absences policy and an optional delegation to the superintendent for certain emergency contracts.

Board members were provided with explanatory notes and annotated copies of the (LOCAL) policies showing the recommended changes for policies: CH(LOCAL), CV(LOCAL), DEC(LOCAL) and DC(LOCAL)

MOTION PASSED 7-0.

H. Consideration/Approval of Administrative New Hires and Reassignments for 2021-22

The following individuals are being recommended for administrative positions in the District.

Christi Cottongame, Assistant Superintendent of Curriculum & Instruction

It was **MOVED** by Courtney Tankersley and **SECONDED** by Scott Baird to approve Christi Cottongame as Assistant Superintendent of Curriculum & Instruction. **MOTION PASSED 7-0**

Clint Rushing, LDHS Assistant Principal

It was MOVED by Scott Baird and SECONDED by Stephen Richardson to approve Clint Rushing as LDHS Assistant Principal. MOTION PASSED 7-0

Adam Bennett, Director of Communications

It was MOVED by Chad Thiessen and SECONDED by Stephen Richardson to approve Adam Bennett as Director of Communications. MOTION PASSED 7-0

Shelly Wendt, Director of Elementary Curriculum & Instruction

It was MOVED by Mark Tucker and SECONDED by Courtney Tankersley to approve Shelly Wendt as Director of Elementary Curriculum & Instruction. MOTION PASSED 7-0

John Modica, Director of Secondary Curriculum & Instruction

It was MOVED by Courtney Tankersley and SECONDED by Scott Baird to approve John Modica as Director of Secondary Curriculum & Instruction. MOTION PASSED 5-2 (Mr. Stacy, Mr. Thiessen, Ms. Tankersley, Mr. Baird, Mr. Tucker– Yes, Mr. Richardson and Ms. McKinley - No).

Arelly Potts, LDHS Assistant Principal

It was MOVED by Courtney Tankersley and SECONDED by Mark Tucker to approve Arelly Potts as LDHS Assistant Principal. MOTION PASSED 7-0

Kerri Blevins, LDE Principal

It was MOVED by Chad Thiessen and SECONDED by Courtney Tankersley to approve Kerri Blevins as Principal of Lake Dallas Elementary School. MOTION PASSED 7-0

8. Reports

A. Construction Report

Bryan Sahrman from VLK Architects and Jennifer Collins from Steele Freeman Construction Managers presented an overview of the current construction projects.

B. Review Budget Items for the 2021-22 School Year

Wes Eversole presented a summary of the Denton County Appraisal District, maintenance, security, data processing, facilities and the JJAEP budgets, as well as a 2021-2022 budget update and an overview of current ESSER funding and ESSER spending plans.

9. Action/Discussion Items

A. Consideration/Approval of Salary Increases for the 2021-2022 School Year

Wes Eversole presented a salary schedule that includes a \$1,200 salary increase for each full-time teacher working 187 days. The increase is based on 2% of the average teacher salary. The starting teacher salary will be \$55,000. The salary increase will apply to teachers and other salary-scheduled professional employees and will be pro-rated based on salary scheduled days. Also proposed are a \$.50/hour salary schedule raise for each educational aid, food service worker, maintenance worker, bus driver, and custodian and a 2% increase for other salaried employees.

Stephen Richardson MOVED to approve the 187-day teacher salary schedule, which includes a 2% salary increase for professional and salaried employees, and a \$.50/hour salary schedule raise for educational aids, food service workers, maintenance workers, bus drivers and custodians. Courtney Tankersley SECONDED. MOTION PASSED 7-0.

B. Consideration of Board Meeting Video Recording and Archiving Options

In response to the request to provide video streaming or posting of video of board meetings, two vendor proposals were presented for consideration. Both options provided the ability to stream live or post video of board meetings. Each solution provided two cameras with the ability to focus on the speaker or board member speaking and the ability to be streamed live or recorded to post after the meeting.

*It was **MOVED** by Courtney Tankersley and **SECONDED** by Mark Tucker to approve the AV Team proposal for \$6,173.89. **MOTION PASSED 7-0***

10. Review/Information Items

A. Professional New Hires

Karla Landrum, Executive Director of HR presented the following teachers that were offered contracts by the Superintendent in accordance with DC(Local) giving the Superintendent authority to employ classroom teachers from May to August 31.

Lorraine Starks-LDMS Teacher, Brian Fonville-LDMS Teacher/Coach, Melanie Salinas-SPED Diagnostician, Kristin Nofziger-SPED LSSP, Amber Lindbeck-SPED LSSP, Brittney Walterscheid-LDHS Teacher, Camella Weedon-SSE Teacher, Sandra Adkison-LDE Teacher, Maggie Jirka-LDMS Teacher – SPED, Jessica Rodriguez-LDE Teacher, Mariah Sanchez-LDMS Technology Integration Specialist, Claudia Garza-CE Teacher, Anyah Martinez-LDMS Teacher, Austin James-LDMS Teacher/Coach, Cire Jauregui-LDHS Teacher, William McAfee-LDHS Teacher/Coach, Lee Blanton-LDHS Teacher, Bradley Barnes-LDMS Teacher/Coach

B. Faculty Handbook Update

Most of the TASB Model Handbook updates were editorial changes. Of note, however, this latest version of the LDISD Employee Handbook does include the following changes:

- a. Military Leave: Added a description of additional seven days of paid leave for state active duty in response to a disaster required by HB 1589.
- b. Several topics (Harassment of Students, Reporting Suspected Child Abuse, Sexual Abuse and Maltreatment of Children) were edited to include the new standard for reporting child abuse and neglect.
- c. Compensation and benefits: Leaves and Absences: Removed administrative details not required in board policy and directs the superintendent to develop administrative regulations to implement the policy.

C. Student Handbook Update

The elementary and secondary student handbooks have been updated for the 2021-22 school year based on recommended changes from TASB and campus administrators.

D. Lake Dallas ISD News and Events

As Lake Dallas ISD continues to prepare for the 2021-22 school year, summer programs such as athletic conditioning and sports camps are winding down. At the same time, teams and groups are beginning their official practices, and schools are preparing events such as Meet the Teacher in early August as well as the distribution of schedules and class assignments.

11. Closed Session – if needed

The Board did not move into closed session.

12. Adjourment - The meeting was adjourned at 7:58 pm.

Lance Stacy, Board President

Courtney Tankersley, Board Secretary

LAKE DALLAS ISD
 COMPARISON OF REVENUE AND EXPENDITURES
 GENERAL FUND
 JUNE 2021

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	23,478,097	23,699,906	23,381,945	(317,961)	101.4%
State Revenue	10,369,281	12,083,961	15,932,967	3,849,006	75.8%
Federal Revenue	704,303	704,303	666,462	(37,841)	105.7%
Total Revenue	34,551,681	36,488,169	39,981,374	3,493,205	91.3%
EXPENDITURES					
Instruction	16,974,859	18,907,206	23,414,806	4,507,600	80.7%
Inst. Res./Media Services	421,357	475,968	572,031	96,063	83.2%
Curriculum Dev. & Inst. Staff Devel	676,631	751,366	917,565	166,199	81.9%
Inst. Leadership	378,089	412,681	585,898	173,217	70.4%
School Leadership	1,741,568	1,933,710	2,340,916	407,206	82.6%
Guidance/Counseling/Evaluation	878,329	982,214	1,286,108	303,894	76.4%
Social Work Services	9,429	10,476	21,336	10,860	49.1%
Health Services	260,236	287,597	373,619	86,022	77.0%
Pupil Transportation	1,134,759	1,277,487	1,644,906	367,419	77.7%
Cocurr./Extracurr. Activities	937,543	1,019,522	1,227,111	207,589	83.1%
Gen Administration	1,199,302	1,338,605	1,557,426	218,821	85.9%
Plant Maintenance & Operations	3,252,970	3,619,016	5,071,031	1,452,015	71.4%
School Monitoring Services	150,782	158,465	303,574	145,109	52.2%
Data Processing Services	672,936	748,895	917,698	168,803	81.6%
Facilities Acq. & Construction	12,892	12,892	25,000	12,108	51.6%
Payments to JJAEP Program	4,752	6,237	6,800	563	91.7%
Other Intergovernmental Charges	152,111	202,685	205,600	2,916	98.6%
Total Expenditures	28,858,546	32,145,021	40,471,425	8,326,404	79.4%
Grand Revenue Totals	34,551,681	36,488,169	39,981,374		
Grand Expenditure Totals	28,858,546	32,145,021	40,471,425		
Grand Totals	5,693,135	4,343,149	(490,051)		

LAKE DALLAS ISD
 COMPARISON OF REVENUE AND EXPENDITURES
 FOOD SERVICE FUND
 JUNE 2021

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	146,672	146,646	767,669	621,023	19.1%
State Revenue	29,185	30,997	9,385	(21,612)	330.3%
Federal Revenue	1,334,633	1,343,207	1,187,985	(155,222)	113.1%
Total Revenue	1,510,489	1,520,849	1,965,039	444,190	77.4%
EXPENDITURES					
Food Service	1,328,985	1,417,254	1,964,054	546,800	72.2%
Total Expenditures	1,328,985	1,417,254	1,964,054	546,800	72.2%
Grand Revenue Totals	1,510,489	1,520,849	1,965,039		
Grand Expenditure Totals	1,328,985	1,417,254	1,964,054		
Grand Totals	181,505	103,595	985		

LAKE DALLAS ISD
 COMPARISON OF REVENUE AND EXPENDITURES
 DEBT SERVICE FUND
 JUNE 2021

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	10,926,828	11,026,474	11,183,509	157,035	98.6%
State Revenue	158,963	158,963	0	(158,963)	0.0%
Total Revenue	11,085,791	11,185,437	11,183,509	(1,928)	100.0%
EXPENDITURES					
Debt Services	2,819,091	2,819,091	11,053,182	8,234,091	25.5%
Total Expenditures	2,819,091	2,819,091	11,053,182	8,234,091	25.5%
Grand Revenue Totals	11,085,791	11,185,437	11,183,509		
Grand Expenditure Totals	2,819,091	2,819,091	11,053,182		
Grand Totals	8,266,700	8,366,346	130,327		

LAKE DALLAS ISD
BALANCE SHEET
GENERAL FUND, FOOD SERVICE AND DEBT SERVICE
AS OF JUNE 30, 2021

General Fund

Cash & Investments	45,827,706
Receivables	1,247,029
Deferred Expenses	43,013
Total Assets	<u>47,117,748</u>

Current Payables	(30,218,979)
Accrued Expenses	(41,117)
Deferred Revenue	(347,778)
Total Liabilities	<u>(30,607,874)</u>

Reserve for Encumbrances	1,098,959
Undesig. Fund Balance	(16,509,873)
Reserve for Encumbrances	(1,098,959)
Total Equity	<u>(16,509,873)</u>

Food Service

Cash & Investments	1,231,418
Receivables	8,574
Total Assets	<u>1,239,992</u>

Current Payables	(714,437)
Accrued Expenses	(28,253)
Total Liabilities	<u>(742,690)</u>

Reserve for Food Encumbrances	(343,696)
Undesig. Fund Balance	(145,955)
Reserve for Encumbrances	(7,651)
Total Equity	<u>(497,302)</u>

Debt Services

Cash & Investments	9,850,335
Receivables	565,989
Total Assets	<u>10,416,323</u>

Current Payables	0
Deferred Revenue	(149,507)
Total Liabilities	<u>(149,507)</u>

Reserve for Long Term Debt	(1,604,558)
Undesig. Fund Balance	(8,662,259)
Total Equity	<u>(10,266,817)</u>

**Lake Dallas ISD
Summary Of Tax Collections Comparison
June 2021**

<u>Current Tax Collections</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Current Tax Roll Status:	\$35,179,135	\$34,413,500	\$32,624,616
+/- Supplemental Adjustments	949,570	235,596	375,038
Balance Taxes Due After Adjustments	<u>36,128,705</u>	<u>34,649,096</u>	<u>32,999,654</u>
Current Collection Activity:			
General Operating Fund	23,000,957	22,357,083	22,051,453
Debt Service Fund	10,949,707	10,463,859	9,423,697
Total Current Collections	<u>33,950,664</u>	<u>32,820,943</u>	<u>31,475,150</u>
Unpaid Current Taxes Due @ End of Month	2,178,041	1,828,153	1,524,504
Collection % to Current Tax Role	93.97%	94.72%	95.38%

Delinquent Tax Collections

Prior Years Delinquent Tax Roll:	530,140	556,060	611,581
+/- Supplemental Adjustments	(151,570)	(19,859)	129,878
Balance Taxes Due After Adjustments	<u>378,570</u>	<u>536,202</u>	<u>741,459</u>
Delinquent Collection Activity:			
Less General Operating Funds Collected	-36,613	59,080	171,116
Less Debt Service Collected	(18,071)	25,233	43,072
Total Delinquent Collections	<u>-54,684</u>	<u>84,314</u>	<u>214,187</u>
Unpaid Delinquent Taxes Due @ End of Month	433,255	451,888	527,272
Collection % to Delinquent Tax Role	-14.44%	15.72%	28.89%

Penalties, Interest, Attorney Fees

Penalties and Interest:			
Penalty and Interest Paid On Taxes	86,640	97,526	184,550
Amount Paid to Tax Attorney	18,002	21,111	30,348
Total Penalties, Interest, Attorney Fees	<u>104,642</u>	<u>118,637</u>	<u>214,898</u>

Collection Summary

Current Taxes Collected	33,950,664	32,820,943	31,475,150
Delinquent Taxes Collected	-54,684	84,314	214,187
Penalties, Interest, Attorney Fees	104,642	118,637	214,898
Total Tax Collections	<u>34,000,622</u>	<u>33,023,893</u>	<u>31,904,235</u>
Total Unpaid Current Taxes Due @ End of Month	2,178,041	1,828,153	1,524,504
Total Unpaid Delinquent Taxes Due @ End of Month	433,255	451,888	527,272
Total Taxes Outstanding	<u>2,611,296</u>	<u>2,280,041</u>	<u>2,051,776</u>

Budget Amendment #7

FUND	FUNC	OBJECT	SUB OBJ	ORG	YEAR	PROG CODE	LOC CODE	DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	PROPOSED BUDGET
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EXPENDITURES

(USE WHOLE DOLLAR AMOUNTS ONLY.)

199	41	6211	0	750	0	99	950	Legal Services	61,000	65,613	126,613
199	53	6249	90	999	0	99	411	Technology Repairs	65,194	27,817	93,011

TOTAL EXPENDITURES

	126,194	93,430	219,624
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REVENUES

199	0	5929	0	0	0	0	0	Flood Control	23,098	18,524	41,622
199	0	5752	0	0	0	0	0	Athletic Activity	50,000	47,698	
199	0	5931	0	0	0	0	0	SHARS	280,000	27,208	307,208

TOTAL REVENUES

	353,098	93,430	446,528
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NET CHANGE TO FUND BALANCE

0

+INCREASE/(DECREASE)

EXPLANATION:

To amend budget to reflect projected year end revenue
 To amend budget to reflect the cost of out sourced Chromebook repairs
 To amend the Budget to reflect increased legal costs

Processed by _____ Date: _____

(ADMINISTRATIVE OFFICE USE ONLY)

ORIGINATOR	DATE
SUPERVISOR/PRINCIPAL	DATE
DIRECTOR OF ACCOUNTING	DATE
SUPERINTENDENT	DATE
BOARD SECRETARY	DATE
BOARD PRESIDENT	DATE

White copy to be filed in Board Book
 Yellow copy to be filed in Administration Office
 Pink copy to be retained by Supervisor



THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX

ASSESSMENT AND COLLECTION BETWEEN

DENTON COUNTY, TEXAS AND

_____ **INDEPENDENT SCHOOL
DISTRICT, TEXAS**

INTERLOCAL COOPERATION AGREEMENT – TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____ **INDEPENDENT SCHOOL DISTRICT**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**DISTRICT**."

WHEREAS, COUNTY and **DISTRICT** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and and Section 6.24 of the Texas Tax Code, and;

WHEREAS, DISTRICT has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **DISTRICT** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and DISTRICT, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending September 30, 2022. The initial term of the Agreement is for tax year 2021 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **DISTRICT** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term.. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **DISTRICT** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as Tax Assessor-Collector for **DISTRICT** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **DISTRICT** and **DISTRICT** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **DISTRICT**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **DISTRICT**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **DISTRICT** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **DISTRICT** pursuant to Property Tax Code Section 31 from available current tax collections of **DISTRICT**; and to meet the requirements of Section 26.04 and Section 42 Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **DISTRICT** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it make for **DISTRICT** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by terms “no new revenue tax rate” and “voter-approval tax rate”), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller’s “Truth In Taxation” formulas, and at no additional cost to **DISTRICT**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **DISTRICT** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26. **DISTRICT** shall be responsible for all publications as required by Chapter 26 . In the event **DISTRICT** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3 and provide the required publications to **DISTRICT** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **DISTRICT** requests such no less than 7 days in advance of the intended publication date. **DISTRICT** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Section 26. The accuracy and timeliness of all required notices are the responsibility of **DISTRICT**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Section 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation worksheets and Notices. **DISTRICT** is responsible for any other required information posted on a tax transparency database. This Agreement is

subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **DISTRICT** approval forms of the tax rate calculation and required notices. **DISTRICT** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **DISTRICT** vote to increase its tax rate above the statutory voter approval limit (also known as the “rollback” or the “voter approval” rate), the required publication of notices shall be the responsibility of the **DISTRICT**. Should **DISTRICT** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **DISTRICT**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **DISTRICT**, and to promptly furnish written reports to keep **DISTRICT** informed of all financial information affecting it.

7. **DISTRICT** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **DISTRICT** in **COUNTY’S** possession during normal working hours with at least 72 hours advance written notice to **COUNTY**. The expense of any and all such audits shall be paid by **DISTRICT**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **DISTRICT**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful

performance of the Tax Assessor/Collector's lawful duties, will be made payable to **DISTRICT** and in an amount determined by the governing body of **DISTRICT**. The premium for any such bond shall be borne solely by **DISTRICT**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **DISTRICT** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **DISTRICT** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **DISTRICT** in the collection of delinquent taxes and related activities.

13. **DISTRICT** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **DISTRICT**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and

attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **DISTRICT**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

DISTRICT accepts responsibility for the acts, negligence, and/or omissions of all **DISTRICT** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **DISTRICT** to the extent allowed by law.

VI.

DISTRICT understands and agrees that **DISTRICT**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **DISTRICT**.

VII.

For the services rendered during the tax year, **DISTRICT** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. The **DISTRICT** must adopt its tax year tax rate on or before September 30th of the applicable tax year, if that rate does not exceed the voter-approval tax rate not later than the deadline set forth in Property Tax Code 26.05(a), Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **DISTRICT** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **DISTRICT** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **DISTRICT** tax statements. **DISTRICT** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **DISTRICT** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **DISTRICT** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **DISTRICT** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements

of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

6. In event of a tax rate change resulting from a rollback or tax approval election that taxes place after tax bills for **DISTRICT** have been mailed, **DISTRICT** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **DISTRICT** will be billed for the refunds, postage and processing fees.

7. **DISTRICT** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **DISTRICT** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **DISTRICT's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **DISTRICT** as described in Sections 1 and 8 of this Article VII. In the event **COUNTY** does not provide **DISTRICT** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback or tax approval election as described in Section 6 of this Article VII takes place, **COUNTY** shall bill **DISTRICT** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **DISTRICT** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in Section 1 of this Article VII, **COUNTY** shall bill **DISTRICT** for such amounts. **DISTRICT** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners'

Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **DISTRICT** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **DISTRICT's** behalf and to deposit such funds into the **DISTRICT's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **DISTRICT's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **DISTRICT** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **DISTRICT**

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **DISTRICT**, the **DISTRICT** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remit

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. COUNTY shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between DISTRICT and COUNTY and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both DISTRICT and COUNTY or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

DISTRICT:

XII.

DISTRICT hereby designates _____ to act on behalf of **DISTRICT**, and to serve as Liaison for **DISTRICT** to ensure the performance of all duties and obligations of **DISTRICT** as stated in this Agreement. **DISTRICT**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **DISTRICT** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **DISTRICT** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **DISTRICT** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary **DISTRICT** to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, _____ day of _____
20____.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

DISTRICT

SCHOOL DISTRICT # _____
Street address:
City, state, zip:
Email:
Phone

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Denton County Attorney

**RESOLUTION OF THE BOARD OF TRUSTEES OF
LAKE DALLAS INDEPENDENT SCHOOL
DISTRICT
RESOLUTION #2020-2021-7**

WHEREAS, the Board of Trustees (“Board”) of the Lake Dallas Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

WHEREAS, the Board, as authorized by Texas Education Code § 45.002, .003(a) may levy, assess, and collect annual ad valorem taxes for the maintenance of the district’s schools. Taxes may not be levied unless authorized by a majority of the qualified voters of the district, voting at an election called for that purpose; and

WHEREAS, after the District’s assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district; and

WHEREAS, the designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate; and

WHEREAS, pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LAKE DALLAS INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board of Trustees hereby appoints the District’s Chief Financial Officer as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law.

RESOLVED, the authority granted by this resolution is effective henceforth unless the Board takes action to change the title of the appointee.

PASSED AND APPROVED this 16th day of August, 2021 by the Board of Trustees for the Lake Dallas Independent School District.

By: _____
Lance Stacy, Board President

Attest: _____
Courtney Tankersley, Board Secretary

**THE BOARD OF TRUSTEES OF THE
LAKE DALLAS INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION AUTHORIZING CONVEYANCE OF
EASEMENT**

WHEREAS; the Lake Dallas Independent School District (“District”) owns a 53.667 acre tract described as Lot 1R, Block 1, Lake Dallas ISD School Addition, according to the plat recorded in Cabinet Y, Slide 803, Plat Records, Denton County, Texas, located at 3016 Parkridge, Corinth, TX 76210 (the “Land”); and

WHEREAS; 3100 Tower Ridge Land, LLC (“Adjacent Owner”) owns the tract adjacent to the Land described in a deed recorded under Document Number 2019-140419 of the Official Public Records of Denton County, Texas, (the “Adjacent Tract”);

WHEREAS; in order to develop houses on the Adjacent Tract, Adjacent Owner has requested a five foot wide private drainage easement (for installation of a three-foot wide curbed concrete channel and rock rip rap) over the Land as described in **Exhibit 1** (“Easement”); and

WHEREAS; administration is amenable to granting said Easement.

THEREFORE, BE IT RESOLVED:

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. That the Board of Trustees of the Lake Dallas Independent School District (the “Board of Trustees”) has determined that the easement property described in Exhibit 1 is not necessary to meet the foreseeable needs of the District for educational purposes.
3. That the Board of Trustees has determined that an Easement described in Exhibit 1 should be conveyed to 3100 Tower Ridge Land, LLC.
4. That the Superintendent and Deputy Superintendent/CFO are each authorized to negotiate an easement instrument with the Adjacent Owner.
5. That, upon agreement of the form of the easement instrument, the President of the Board of Trustees is authorized to execute the Easement instrument to affect the conveyance of the Easement to 3100 Tower Ridge Land, LLC.
6. That it is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Lake Dallas Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this 16TH day of August, 2021.

By: _____
Lance Stacy, President
Board of Trustees of the
Lake Dallas Independent School District

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Lake Dallas Independent School District during a meeting on August 16, 2021. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

To certify which, witness my hand and the official seal of the District this ____ day of _____, 2021.

Lance Stacy, President
Board of Trustees
Lake Dallas Independent School District

STATE OF TEXAS §
 §
COUNTY OF DENTON §

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Lance Stacy, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Lake Dallas Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on August 16, 2021; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2021.

Notary Public, State of Texas

EXHIBIT 1

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.”

PRIVATE DRAINAGE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That Lake Dallas Independent School District, a public school district and political subdivision of the State of Texas (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by 3100 Tower Ridge Land, LLC, a Texas limited liability company, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee a non-exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, alter, inspect, remove and maintain, at Grantee’s cost and expense, a three foot (3’) wide curbed concrete channel and rock rip rap (“Facilities”) in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described in Exhibit “A” and depicted on Exhibit “B”, attached hereto and incorporated herein for all purposes (“Easement Property”). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that Grantee may remove any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Drainage Easement.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, together with the right and privilege of reasonable ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, altering, removing and maintaining the Facilities.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and maintain additional Facilities at all times in the future within the Easement Property, at Grantee’s sole cost and expense.

If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor’s adjacent property within 10 feet of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted (“Ingress/Egress Easement”).

Grantee will at all times after doing any work in connection with the Facilities, at Grantee’s sole cost and expense, restore the grounds, surfacing materials, and other facilities of the Grantor in the Ingress/Egress Easement and Easement Property as close to the condition in which it was found

before such work was undertaken as is reasonably practicable, except for trees or shrubs within the Easement Property that were removed as a result of such work.

Grantor will perform the following routine maintenance for the Facilities. Routine maintenance includes mowing and edging of the landscaped area within the easement, removing silt deposits within the 3'-wide curbed concrete channel. However, Grantee will be responsible for repair of the 3'-wide concrete channel or replacement of the rock rip rap as needed for the functionality of the Facilities.

This conveyance is made and accepted subject to any and all matters of record affecting the Easement Property, and is further made and accepted subject to the right of Grantor, its successors and assigns, to use the Easement Property for any and all purposes not inconsistent with the rights herein granted, including without limiting the generality of the foregoing, the dedication of other easements.

Grantee acknowledges that the Easement Property is useful to Grantee in its current condition, "AS IS, WHERE IS AND WITH ALL FAULTS" without any modification or maintenance required on the part of Grantor. If Grantee so desires, Grantee may perform title work at its sole cost and expense, to confirm whether there are any liens, attachments, easements, or other encumbrances which would affect the title or right of Grantor to convey the Easement to Grantee for the purposes described herein. Grantee shall be responsible any damages to other utility lines caused by Grantee's work within the Easement Property.

Grantee agrees to comply with all ordinances, zoning, laws and regulations, now existing or hereafter enacted, at the Grantee's sole cost and expense, including any City ordinances, other laws or regulations, or any requirements imposed by any court of law regarding the Easement Property.

Grantee shall keep the Easement Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee. Grantee shall cause any such lien imposed on the Easement Property to be released of record by payment or posting of a proper bond within ten (10) days after written request by Grantor.

GRANTEE SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, AND ITS BOARD OF TRUSTEES, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, SUITS, LIABILITIES, JUDGMENTS, COSTS, DAMAGES, AND EXPENSES OF ANY KIND, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE EASEMENT PROPERTY. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY GRANTEE TO THE INDEMNIFIED PARTIES.

Grantee shall require any contractor and/or subcontractor that will perform any work on the construction of the Facilities to indemnify Grantor from and against any claims, damages, losses, causes of action, suits, judgments, and expenses, including but not limited to attorney's fees, arising out of or resulting from the work performed by the contractor and/or subcontractor on the Easement Property.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Drainage Easement herein granted to

the Grantee shall run with the land and forever be a right in and to the land belonging to Grantor(s), and Grantors' successors and assigns. The Drainage Easement, rights and privileges granted therein are not exclusive.

EXECUTED on the dates appearing in the acknowledgements below, however, to be

effective on this _____ day of _____ 20_____.

Grantor: LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

By: Lance Stacy, President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Lance Stacy, President Board of Trustees of the Lake Dallas Independent School District, as authorized by Resolution of the Board of Trustees on _____, 2021.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Accepted and agreed to:
Grantee: 3100 TOWER RIDGE LAND, LLC

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, _____ of 3100 Tower Ridge Land, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, that they are authorized to execute such instrument; and acknowledged to me that they executed the same for the purposes and consideration herein expressed.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:

EXHIBIT "A"

Description of Easement Property

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.”

PRIVATE DRAINAGE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That Lake Dallas Independent School District, a public school district and political subdivision of the State of Texas (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by 3100 Tower Ridge Land, LLC, a Texas limited liability company, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee a non-exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, alter, inspect, remove and maintain, at Grantee’s cost and expense, a three foot (3’) wide curbed concrete channel and rock rip rap (“Facilities”) in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described in Exhibit “A” and depicted on Exhibit “B”, attached hereto and incorporated herein for all purposes (“Easement Property”). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that Grantee may remove any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Drainage Easement.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, together with the right and privilege of reasonable ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, altering, removing and maintaining the Facilities.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and maintain additional Facilities at all times in the future within the Easement Property, at Grantee’s sole cost and expense.

If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor’s adjacent property within 10 feet of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted (“Ingress/Egress Easement”).

Grantee will at all times after doing any work in connection with the Facilities, at Grantee’s sole cost and expense, restore the grounds, surfacing materials, and other facilities of the Grantor in the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before

such work was undertaken as is reasonably practicable, except for trees or shrubs within the Easement Property that were removed as a result of such work.

Grantor will perform the following routine maintenance for the Facilities. Routine maintenance includes mowing and edging of the landscaped area within the easement, removing silt deposits within the 3'-wide curbed concrete channel. However, Grantee will be responsible for repair of the 3'-wide concrete channel or replacement of the rock rip rap as needed for the functionality of the Facilities.

This conveyance is made and accepted subject to any and all matters of record affecting the Easement Property, and is further made and accepted subject to the right of Grantor, its successors and assigns, to use the Easement Property for any and all purposes not inconsistent with the rights herein granted, including without limiting the generality of the foregoing, the dedication of other easements.

Grantee acknowledges that the Easement Property is useful to Grantee in its current condition, "AS IS, WHERE IS AND WITH ALL FAULTS" without any modification or maintenance required on the part of Grantor. If Grantee so desires, Grantee may perform title work at its sole cost and expense, to confirm whether there are any liens, attachments, easements, or other encumbrances which would affect the title or right of Grantor to convey the Easement to Grantee for the purposes described herein. Grantee shall be responsible any damages to other utility lines caused by Grantee's work within the Easement Property.

Grantee agrees to comply with all ordinances, zoning, laws and regulations, now existing or hereafter enacted, at the Grantee's sole cost and expense, including any City ordinances, other laws or regulations, or any requirements imposed by any court of law regarding the Easement Property.

Grantee shall keep the Easement Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee. Grantee shall cause any such lien imposed on the Easement Property to be released of record by payment or posting of a proper bond within ten (10) days after written request by Grantor.

GRANTEE SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, AND ITS BOARD OF TRUSTEES, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, SUITS, LIABILITIES, JUDGMENTS, COSTS, DAMAGES, AND EXPENSES OF ANY KIND, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE EASEMENT PROPERTY. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY GRANTEE TO THE INDEMNIFIED PARTIES.

Grantee shall require any contractor and/or subcontractor that will perform any work on the construction of the Facilities to indemnify Grantor from and against any claims, damages, losses, causes of action, suits, judgments, and expenses, including but not limited to attorney's fees, arising out of or resulting from the work performed by the contractor and/or subcontractor on the Easement Property.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Drainage Easement herein granted to the Grantee shall run with the land and forever be a right in and to the land belonging to Grantor(s), and

Grantors' successors and assigns. The Drainage Easement, rights and privileges granted therein are not exclusive.

EXECUTED on the dates appearing in the acknowledgements below, however, to be

effective on this _____ *day of* _____ *20*_____.

Grantor: LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

By: Lance Stacy, President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Lance Stacy, President Board of Trustees of the Lake Dallas Independent School District, as authorized by Resolution of the Board of Trustees on _____, 2021.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Accepted and agreed to:
Grantee: 3100 TOWER RIDGE LAND, LLC

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, _____ of 3100 Tower Ridge Land, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, that they are authorized to execute such instrument; and acknowledged to me that they executed the same for the purposes and consideration herein expressed.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:

EXHIBIT "A"

Description of Easement Property

EXHIBIT "B"

Depiction of Easement Property

EXHIBIT "B"

Depiction of Easement Property

EXHIBIT "A"
1,876 SQUARE FEET
DRAINAGE EASEMENT
PART OF LOT 1R, BLOCK 1
LAKE DALLAS ISD SCHOOL ADDITION
CORINTH, DENTON COUNTY, TEXAS

PROPERTY DESCRIPTION

BEING part of Lot 1R, Block 1, Lake Dallas ISD School Addition, an addition in the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet Y, Slide 803, Plat Records, Denton County, Texas, the subject tract being more particularly described as follows (bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)):

BEGINNING at an aluminum monument found at the southeast corner of said Lot 1R;

THENCE with the south line of said Lot 1R, SOUTH 89 degrees 33 minutes 15 seconds WEST, a distance of 5.00 feet;

THENCE through the interior of said Lot 1R, NORTH 01 degree 44 minutes 20 seconds WEST, a distance of 375.15 feet;

THENCE through the interior of said Lot 1R, NORTH 88 degrees 15 minutes 40 seconds EAST, a distance of 5.00 feet to the east line of said Lot 1, from which a 1/2 inch rebar with cap stamped "BARTON CHAPA" found at the northeast corner of said Lot 1R bears NORTH 01 degree 44 minutes 20 seconds WEST, 151.75 feet;

THENCE with the east line of said Lot 1R, SOUTH 01 degree 44 minutes 20 seconds EAST, a distance of 375.26 feet, returning to the **POINT OF BEGINNING** and enclosing 0.043 acres (1,876 square feet) of land, more or less.

SURVEYOR'S CERTIFICATE

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision.

Date of Plat/Map: **December 9, 2020**



John H. Barton III, RPLS# 6737

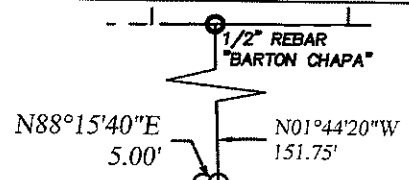
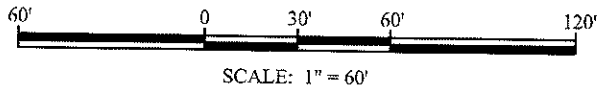


LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

NOTE:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), with a combined scale factor of 1.00015063.



3100 TOWER RIDGE
LAND, LLC
DOC.# 2019-140419
O.P.R.D.C.T.

LOT 1R, BLOCK 1
LAKE DALLAS ISD
SCHOOL ADDITION
CAB. Y, SLIDE 803
P.R.D.C.T.

N01°44'20"W 375.15'
S01°44'20"E 375.26'

0.043 ACRES
1,876 SQUARE FEET
DRAINAGE EASEMENT

POINT OF
BEGINNING

ALUM. MONUMENT
(C.M.)

BOARD OF TRUSTEES OF THE LAKE DALLAS
INDEPENDENT SCHOOL DISTRICT
DOC.# 2018-58102
O.P.R.D.C.T.

S89°33'15"W
5.00'



**BARTON CHAPA
SURVEYING**

5200 State Highway 121
Colleyville, TX 76034
Phone: 817-864-1957
info@bc sdfw.com
TBPLS Firm #10194474

EXHIBIT "B"
1,876 SQUARE FEET
DRAINAGE EASEMENT
PART OF LOT 1R, BLOCK 1
LAKE DALLAS ISD SCHOOL ADDITION
CORINTH, DENTON COUNTY, TEXAS

**Denton County
Juvenile Probation**



**Matt Marick
Director**

August 6, 2021

Dr. Mike Rockwood
Superintendent
Lake Dallas ISD
104 Swisher Road
Lake Dallas, Texas 75065

Dear Superintendent Rockwood,

Enclosed you will find the 2021-2022 Memorandum of Understanding.

I am requesting this document be presented to your school board, approved, and signed by your Board President. If you would like a digital copy of this document for presentation to your board please email your request to Christopher.Walker@dentoncounty.gov.

Please return two signed original documents to me and I will secure Judge McCary's signature and return one original back to you.

Please feel free to contact me if further information is needed.

Sincerely,

A handwritten signature in blue ink that reads "Dave Lenington".

David G. Lenington
Assistant Director
Denton County Juvenile Probation
Email: Dave.Lenington@dentoncounty.gov
Office: (940) 349-2437

DENTON OFFICE

JUVENILE COURT
210 S. WOODROW LN.
DENTON, TX 76205
940-349-2400

LEWISVILLE OFFICE

LEE WALKER GOVT. CENTER
190 N. Valley Parkway
LEWISVILLE, TX 75067
972-434-4840

CARROLLTON OFFICE

1029 W. ROSEMEADE PKWY.
SUITE 125
CARROLLTON, TX 75007
972-434-7180

FRISCO OFFICE

5533 FM 423
SUITE 701
FRISCO, TX 75034
972-434-7270

CROSS ROADS OFFICE

1400 FM 424
SUITE 172
CROSS ROADS, TX 76227
940-349-4470

ARGYLE OFFICE

6200 CANYON FALLS DR.
SUITE 800
ARGYLE, TX 76226
972-434-3930

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into pursuant to Chapter 37 of the Texas Education Code ("TEC") by and between the Independent School Districts ("ISDs") (Denton Independent School District, Aubrey Independent School District, Pilot Point Independent School District, Lewisville Independent School District, Krum Independent School District, Ponder Independent School District, Sanger Independent School District, Argyle Independent School District, Northwest Independent School District, Lake Dallas Independent School District, Little Elm Independent School District, Carrollton-Farmers Branch Independent School District, Valley View Independent School District, Gainesville Independent School District) and the Denton County Juvenile Justice Alternative Education Program ("DCJJAEP") as the agent for the Juvenile Board of Denton County, Texas ("DCJB"), of Denton County, Texas.

WHEREAS Denton County, Texas, has a population greater than 125,000 and the DCJB has been mandated by TEC Section 37.011 to develop a Juvenile Justice Alternative Education Program subject to the approval of the Texas Juvenile Justice Department ("TJJD"); and,

WHEREAS the ISDs are located within Denton County or have requested to participate in the DCJJAEP; and,

WHEREAS the ISDs have been mandated by the TEC Section 37.007 (a), (d), and (e) to expel students for enumerated serious offenses; and,

WHEREAS the ISDs have the discretion to expel students under TEC Sec. 37.007 (b), (c), and (f); TEC Sec 37.0081; TEC Sec 37.309; and,

WHEREAS the Juvenile Court has discretion to order students to attend the DCJJAEP that have not been expelled by an ISD; and,

WHEREAS the State of Texas has determined that public school students who engage in conduct that endangers the school population should be removed from the regular school setting and educated in a separate setting in order for school districts to fulfill their primary mission of educating Texas youth; and,

WHEREAS the State of Texas has directed that Juvenile Courts punish and rehabilitate juvenile offenders; and,

WHEREAS the parties hereto agree that the DCJJAEP is a cooperative effort between the educational community and the juvenile justice system with the primary goals of the program being the education of students with *behavioral* problems and rehabilitation of juvenile offenders, but not the treatment of *emotional* problems;

NOW THEREFORE THE PARTIES AGREE THAT:

I. ADMINISTRATION OF DENTON COUNTY JJAEP

1.1. The daily administration for the DCJJAEP will be conducted by the Denton County

Juvenile Probation Department ("DCJPD") under the direction of the Chief Juvenile Probation Officer. The DCJPD shall conform the DCJJAEP to the standards and guidelines of TJJD. Furthermore, the DCJPD shall be responsible for and maintain all reports, data, assessments, and the like necessary to permit and allow compliance with the TEC, including, but not limited to, Chapters 39 and 42 of the TEC.

II. STUDENT PLACEMENT, DUE PROCESS, AND TERM OF PLACEMENT

2.1. The parties to this MOU acknowledge that the TEC §37.010(a) requires that every expelled student who is not detained or receiving treatment under an order of the Juvenile Court must be enrolled in an educational program. It is therefore the intent of the parties that the DCJJAEP provide an educational program to all expelled students.

2.2. Students who are expelled from participating ISDs will be afforded the appropriate due process within the respective ISD as provided by school district policy and federal and state law.

2.3. As the ISDs have elected to contract with the DCJJAEP, as the agent for/of DCJB, pursuant to TEC §37.011(p), for the placement of students expelled under TEC §37.007(b), (c), and (f), §37.0081; §37.309; any student, under the age of 19 years of age, who has been expelled from an ISD may be placed in or ordered or required to attend the DCJJAEP.

2.4. Every student who has been expelled from an ISD as a mandatory expulsion (i.e., pursuant to TEC §37.007(a), (d), or (e)), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the DCJJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Texas Family Code §52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider its expulsion decision.

2.5. Every student, under the age of 19 years of age, who has been expelled from an ISD as a discretionary expulsion (i.e., pursuant to TEC §37.007(b), (c), or (f); §37.0081; §37.309), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the DCJJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Tex. Fam. Code §52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider the terms and conditions of its expulsion order.

2.6. The DCJJAEP shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the DCJJAEP ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the Juvenile Court may immediately order the student to attend the DCJJAEP, pending resolution of any ISD disciplinary action, including any expulsion hearings.

2.7. It is the intent of the parties hereto that, for each expelled student who is placed in the

DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Pursuant to TEC §37.010, students must remain in the DCJJAEP for the full period ordered by the Juvenile Court unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court. The Juvenile Court may consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation.

2.8. In order to avoid undue disruption in the educational process of students attending the DCJJAEP under this MOU, in assigning a term of expulsion, the ISD expelling the student shall assign and order a term of expulsion that is not less than thirty (30) school days nor more than 365 days — unless the expelling ISD conducts a review of the student's placement at least every 365 days. A term of placement, except for a term of placement based upon TEC §37.007(e), may be commuted or reduced, by agreement of the DCJJAEP and the ISD, if the student serving same has not violated and is in compliance with the rules and regulations of the DCJJAEP.

2.9. Notwithstanding anything set out herein, an ISD shall not be obligated or required to pay for a Juvenile Court placement when the student has not been expelled from an ISD.

2.10. Notwithstanding anything set out herein, under no circumstance shall an ISD be obligated or required to pay for a Juvenile Court placement or order requiring a student expelled from an ISD as a discretionary expulsion to attend the DCJJAEP beyond the period of expulsion, unless the affected ISD has been notified by the Juvenile Court and said ISD consents, in writing, to such placement, assuming that the student has successfully completed his term of expulsion.

2.11. Administrators of the ISD and the DCJJAEP may agree on deviations from the minimum and maximum length of stay(s) on a case by case basis.

2.12. A student's grievances about the DCJJAEP shall first be addressed to the DCJJAEP Program Supervisor. In the event that the student is not satisfied with the DCJJAEP Program Supervisor's resolution of the grievance, then the student shall address, direct, and state, in writing, his grievance to the DCJJAEP Program Director or designee. The decision of the DCJJAEP Program Director or designee is final.

2.13. It is the intent of the parties that there be no material interruption (i.e., more than three [3] days) in the provision of educational services to expelled students under this MOU. Therefore, the expelling ISD shall direct and order, in writing, the student and parent to appear and enroll at the DCJJAEP on the first business day -- per the Denton County calendar -- following the student's expulsion and FAX a copy of this notice to the DCJJAEP. Any parent or guardian and child who is at the expulsion hearing shall sign the notice before it is transmitted to the DCJJAEP.

2.14. The ISDs shall use best efforts to assist the Juvenile Probation Department in placing all expellees under court orders requiring or mandating attendance in the DCJJAEP.

III. PAYMENT

DAILY RATE -- The daily rate of ninety-nine and no/100s (\$99.00) dollars per student per day in attendance will be charged for each discretionary expulsion (i.e., TEC §37.007(b), (c),

or (f); §37.0081; §37.309) student enrolled in the DCJJAEP. The DCJJAEP shall charge and invoice the ISDs no later than the tenth (10th) day of each and every month that the MOU is in effect. Upon the first day of the month following receipt of an invoice for educational and rehabilitative services provided to ISD students, the ISD will pay the invoiced amount to Denton County. Payments shall be delivered to the Denton County Juvenile Probation Department, 210 S. Woodrow Lane, Denton, Texas 76205. Because TJJD will pay for mandatory expulsions (i.e., TEC §37.007 (a), (d), or (e)), only if a full and complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense, to the extent State and Federal law allow, the expelling ISD shall use its best efforts to make, seek, or participate in the creation of a law enforcement offense report for mandatory expulsions which involve elements of a criminal offense. Notwithstanding anything set out herein, the ISDs shall not be charged, billed, or invoiced for students attending the DCJJAEP as a result of a mandatory expulsion if a complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense.

IV. SPECIAL SERVICES

4.1. The DCJB and the ISDs shall cooperate in the provision of special services to students placed in the DCJJAEP. In the event a student is placed in the DCJJAEP who has not been identified by the ISD from which the student was expelled as being eligible for special education services, and the DCJJAEP staff believe such student may be eligible to receive such services, the DCJJAEP staff shall refer the student to the ISD from which the student was expelled for evaluation and determination of special education eligibility. In the event the student is eligible for special services, the DCJJAEP shall implement and be responsible for the academic elements of any program, and the expelling ISD shall implement and deliver any required related services and speech therapy.

4.2. The ISDs will invite a representative of the DCJJAEP to participate in any Admission, Review and Dismissal Committee meeting where expulsion will be considered.

4.3 The DCJJAEP, in collaboration with the ISDs, shall ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address the student's needs, as determined by a language proficiency assessment committee.

4.4 The DCJJAEP, in collaboration with the ISDs, shall ensure that a student who is eligible for services under section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address the student's needs, as determined by a section 504 committee.

V. GENERAL CONDITIONS

5.1. When possible, transportation to and from the DCJJAEP shall be the responsibility of the students' parents; however, in the event a student's family does not own or have access to an operational motor vehicle, then the ISD in which the student resides shall provide transportation services for students attending the DCJJAEP.

5.2. The day-to-day operation of the DCJJAEP will conform to the calendar for Lewisville

ISD for the fall and spring semesters. The calendar for any summer session will be set within TJJJ guidelines.

5.3. The fact that a student has been expelled will not prevent the ISD from developing a policy allowing a student to obtain credit by examination, allowing a student to borrow educational course materials from the school, or allowing a student to arrange tutoring. Neither the ISD nor the DCJJAEP is under an obligation to replicate a student's pre-expulsion course of study.

5.4. While a student is attending the DCJJAEP, that student may not participate in or attend any school district extracurricular activity.

5.5. Parents of students attending the DCJJAEP will receive notice of a child's academic progress at a minimum of every 120 school days.

5.6. Notwithstanding TEC Chapter 26, the DCJJAEP may monitor student activities by technological means, including video and/or audio methods and metal detectors. The DCJJAEP will provide a notice and release for such monitoring to the student and the student's parents.

5.7. The DCJJAEP may receive a student from another county when payment, enrollment, and probationary terms have been arranged and approved by the DCJB, in which case, all of the terms of this MOU will be in effect.

5.8. No later than the 30th day after the end of the school year, the DCJPD will provide a program summary to the ISDs.

5.9. This MOU can be modified only in writing by the DCJB and the ISDs and at such a time as the parties may deem appropriate.

5.10. In accordance with TEC §37.011(l), the ISDs shall provide educational services to a student after expulsion for criminal activity and until an order of a court requiring the student to attend DCJJAEP unless the student is in a placement or the student becomes 19 years old. If a student is expelled for non-criminal behavior not otherwise addressed herein the school district shall provide educational services for the student.

5.11. In conformance with TEC §37.011(k)(5), the DCJJAEP will provide services while the student attends the DCJJAEP for transitioning DCJJAEP students back to the school district. The transition plan shall include consultation between appropriate ISD personnel and DCJJAEP personnel. To assist in the transition process the DCJJAEP may offer in-service training to ISD staff.

5.12. In conformance with TEC § 37.011(k)(8), if a student eligible for or receiving special education services required by law is expelled, the services provided or required to be provided by the ISD shall accompany the student to the DCJJAEP and be provided by the ISD at the DCJJAEP.

VI. STUDENT CODES OF CONDUCT

6.1. The DCJJAEP will be operated pursuant to Chapter 37 of the TEC and this MOU. Each ISD shall develop a Student Code of Conduct specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

6.2. The Student Code of Conduct adopted by each ISD shall identify those categories of conduct that the ISD has defined as constituting serious or persistent misbehavior for which a student may be placed in the DCJJAEP.

6.3 A student may be subject to discretionary expulsion (TEC §37.007(c)), if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior while on the program campus despite documented behavioral interventions. For purposes of this subsection, "serious misbehavior" means:

- 1) deliberate violent behavior that poses a direct threat to the health or safety of others;
- 2) extortion, meaning the gaining of money or other property by force or threat;
- 3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- 4) conduct that constitutes the offense of:
 - a) public lewdness under Section 21.07, Penal Code;
 - b) indecent exposure under Section 21.08, Penal Code;
 - c) criminal mischief under Section 28.03, Penal Code;
 - d) personal hazing under Section 37.152; or
 - e) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

6.4 The DCJJAEP shall adopt its own Student Code of Conduct in accordance with TEC 37.001

VII. ATTENDANCE

7.1 DCJJAEP shall adopt and implement a student attendance accounting system, whether manual or automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. Said system shall comply with the requirements of Chapter 42 of the TEC and 19 Texas Administrative Code Chapter 129. DCJJAEP shall provide the ISDs with copies of their respective students' attendance records and reports generated by DCJJAEP's attendance accounting system.

7.2 The DCJJAEP may pursue Truant conduct charges for those students who violate compulsory school attendance laws according to 25.085 of the Education Code.

VIII. LANGUAGE SERVICES AND ASSESSMENTS

8.1 Each ISD shall bear the sole and exclusive responsibility for all matters related to the delivery and retrieval of statewide assessment testing materials for students from the ISD. The DCJJAEP shall bear the responsibility of testing students from each ISD placed in the DCJJAEP.

IX. TRANSITION SERVICES

9.1. DCJJAEP shall perform a review of each student's progress at least once during each grading period and shall establish a transition plan for the student prior to the student's return to the school setting. The DCJJAEP liaison shall notify the student's parent or guardian and the appropriate ISD liaison at least five (5) school days in advance of each review performed under this section and TEC §37.011(d), unless such entities mutually agree to waive such five-day notice period.

9.2. On an annual basis, the DCJJAEP shall provide to the ISDs a summative evaluation of the performance of each ISD's students served by the DCJJAEP.

9.3. Prior to the student's completion of the expulsion period, the DCJJAEP shall make recommendations to the ISD concerning the transition of the student from the DCJJAEP to the ISD.

X. DCJJAEP FACILITIES AND STAFFING

10.1. The DCJJAEP is provided in a facility owned by Denton County.

10.2. Personnel and services for the DCJJAEP may be provided by Denton County or an ISD. Personnel and services provided by an ISD to the DCJJAEP will be provided under contract with the DCJB.

XI. STUDENT AND JUVENILE RECORDS

11.1. The governing body of each party to this MOU finds that in order to appropriately serve students receiving services under this MOU, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. Therefore, the expelling ISD shall directly forward any and all school records including special education and health service records on expelled students to the DCJJAEP.

11.2. The parties hereto agree to execute all agreements and statements necessary to effectuate this clause, including, but not limited to, those found in the Family Educational Rights and Privacy Act ("FERPA").

XII. TRANSFERS

Each ISD may, subject to its own policy, permit or accept transfer students ("transferees") attending a Juvenile Justice Alternative Education Program in another county. Such transferees shall be admitted to the DCJJAEP on and under the same terms and conditions set out herein.

XIII. MISCELLANEOUS

13.1 **SEVERABILITY**. In case any one or more of the provisions, articles, and sections contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, article,

and section hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.2. GOVERNING LAW. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. Unless the obligation(s) of any party shall be materially changed, the amendment, interpretation, or change in any legislation or law cited herein shall be interpreted and understood to work a novation of this MOU.

13.3. TERMINOLOGY. The captions beside the article and section numbers of this MOU are for reference only and shall not modify or affect this MOU in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

13.4. RULE OF CONSTRUCTION. The parties acknowledge that each party and its counsel have reviewed and revised this MOU, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this MOU or any amendments or exhibits hereto.

13.6. COUNTERPARTS. This MOU may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

Approved by the Denton County Juvenile Board on the ____ day of _____ 2021.

Kimberly McCary
Chairman of the Denton County Juvenile Board

Approved by the _____ ISD Board of Trustees on the _____ day of _____ 2021.

Board President



**LAKE DALLAS INDEPENDENT
SCHOOL DISTRICT**

**2021-22
STUDENT CODE OF CONDUCT**

If you have difficulty accessing the information in this document because of disability, please contact John Modica, jmodica@ldisd.net, 940-497-4039

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact John Modica, Director of Secondary Curriculum, jmodica@ldisd.net.

Purpose

The Student Code of Conduct (“Code”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code shall be available at each campuses’ office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code and the Student Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at www.ldisd.net and at <https://www.ldisd.net/Domain/1530>.

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

To ensure the security and protection of students, staff, and property, the board employs school resource officers (SROs), *and/or* security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

To implement the district's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

“Parent” Defined

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code.

Participation might include a speaking role, as established by district policy and procedures. Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during his or her senior year.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during his or her senior year.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 23 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 17, **DAEP Placement** on page 18, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 27, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 16.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.

- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
 - A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
 - A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
 - An air gun or BB gun;
 - Ammunition;
 - A hand instrument designed to cut or stab another by being thrown;
 - A firearm silencer or suppressor;
 - *A location-restricted knife;
 - *A club;
 - *A firearm;
 - A stun gun;
 - Knuckles;
 - A pocketknife or any other small knife;
 - Mace or pepper spray;
 - Pornographic material;
 - Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
 - Matches or a lighter;
 - A laser pointer, unless it is for an approved use; or
 - Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that possession of the article is a violation of district or campus rules.
- *For principal or designee determination, see **DAEP Placement and/or Expulsion for Certain Offenses** on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 18 and **Expulsion** on page 27 for mandatory and permissive consequences under state law.)

- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.

- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Lake Dallas Secondary Schools Academic Integrity Policy

Academic integrity is necessary to fulfill our district's mission statement to "prepare every child to reach their lifelong academic and social potential." In order to reach our goal of academic excellence, it is necessary to fully outline an honor code and consequences for violations of this code. As students enter colleges, universities, and workplaces, honesty will be expected, and dishonesty will come with serious penalty. Such penalties at that time could include automatic course failure, expulsion, and loss of employment. To prepare our students to their fullest potential, cheating, dishonesty and plagiarism will not be tolerated in Lake Dallas Independent School District. All offenses will accumulate in an Academic Integrity Folder for the duration of a student's high school career.

Cheating is defined in Dictionary.com as: "to practice fraud or deceit, to violate rules or regulations or to take an examination or test in a dishonest way, as by improper access to answers." Some examples of cheating are, but are not limited to, the following:

- Submitting someone else's work as your own.
- Allowing someone else to use your work to submit as his/her own.
- Looking at another student's answers with or without his/her knowledge and using them as your own answer on either daily or assessment assignments.
- Doing someone else's work for them.

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- Submitting work done by your parent, sibling or friend as your own.
- Discussing or revealing questions on a quiz or test to someone who has not yet taken the test.
- Using an electronic device to gain knowledge or retrieve answers during a test.
- Use of crib or cliff notes without teacher's permission.
- Programming a calculator to assist you on a test.

Dishonesty is defined in Dictionary.com as: "disposed to lie, cheat, or steal; not worthy of trust or belief." Some examples of dishonesty are, but are not limited to, the following:

- Agreeing with others to commit academic dishonesty.
- False reporting on experiments or reporting results that did not occur.

Plagiarism is defined in Dictionary.com as: "the unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work, as by not crediting the author." Some examples of plagiarism are, but are not limited to, the following:

- Purchasing or receiving in any manner another person's work and submitting it for a grade, such as a research paper.
- Presenting anything as an original idea that was original work of another person.
- Directly quoting or paraphrasing another's written or spoken words without notating and giving that person credit.

First Unintentional Plagiarism Offense: This occurs when a student has plagiarized a part of a paper, as a result of misunderstanding proper documentation techniques. An offense may be deemed unintentional only during the freshman year, or for recent transfer students. This unintentional offense is not applicable for any AP or Pre AP students. The teacher will schedule a meeting with the student to identify the plagiarism and how it should be corrected. The following are the possible actions taken:

Student Actions	Teacher Actions
Meet with the teacher and make the corrections.	Report unintentional offense, grade reflects corrections.
Refuse to meet and or make corrections	Report unintentional offense, grade will be a zero.

First Offense Consequences

Actions	Consequence(s)	Responsible Party
Document cheating / dishonesty / plagiarism occurrence or observation.		Classroom Teacher
Conference with student to determine if cheating / dishonesty / plagiarism occurred.		Classroom Teacher
If it is concluded that infraction occurred report the incident to campus administrator.		Classroom Teacher
Mandatory contact with parent <ul style="list-style-type: none"> • Identify consequences administered. • Document the contact. 	<ul style="list-style-type: none"> • Possible 1 day in ISS. • Possible removal from NHS. • Documentation placed in Academic Integrity folder as part of permanent record 	Campus Administrator
Assignment Grade	<ul style="list-style-type: none"> • Zero on assignment 	Classroom Teacher
Inform the following Campus Staff: <ul style="list-style-type: none"> • Academic Integrity Committee • Coach(es) pertinent to student involvement • Sponsor(s) pertinent to student involvement • National Honor Society Sponsor 		Classroom Teacher
Turn in documentation to the administrator to be placed in the student's Academic Integrity Folder.		Classroom Teacher

Second Offense Consequences

Actions	Consequences	Responsible Party
Document cheating / dishonesty / plagiarism occurrence or observation.		Classroom Teacher
Conference with student to determine if cheating / dishonesty / plagiarism occurred.		Classroom Teacher
If it is concluded that infraction occurred report to incident to campus administrator.		Classroom Teacher
Mandatory contact with parent Document the contact. <ul style="list-style-type: none"> • Set up Mandatory Meeting. • Attendees could include: <ul style="list-style-type: none"> • Parent • Student • Counselor • Campus Administrator • Organization Sponsors • Member of Academic Integrity Committee 	<ul style="list-style-type: none"> • Possible 2 days in ISS Possible removal from Pre- AP/AP course in which the incident occurred. <ul style="list-style-type: none"> • Possible removal from NHS. • Documentation placed in Academic Integrity Folder as part of permanent file 	Campus Administrator
<ul style="list-style-type: none"> • Documentation needed for meeting: • Documentation of work in question • Copy of district Academic Integrity Policy 		Campus Administrator And/or Classroom
Assignment Grade	<ul style="list-style-type: none"> • Zero on assignment 	Classroom Teacher
Inform the following Campus Staff: <ul style="list-style-type: none"> • Academic Integrity Committee • Coach(es) pertinent to student involvement • Sponsor(s) pertinent to student involvement • National Honor Society Sponsor 		Classroom Teacher and/or Campus Administrator
Turn in documentation to the administrator to be placed in the student's Academic Integrity Folder.		Classroom Teacher

Third Offense Consequences

Actions	Consequences	Responsible Party
Document cheating / dishonesty / plagiarism occurrence or observation.		Classroom Teacher
Conference with student to determine if cheating / dishonesty / plagiarism occurred.		Classroom Teacher
If it is concluded that infraction occurred report to incident to campus administrator.		Classroom Teacher
<p>Mandatory contact with parent</p> <ul style="list-style-type: none"> • Document the contact. • Set up Mandatory Meeting. • Attendees could include: <ul style="list-style-type: none"> • Parent • Student • Counselor • Campus Administrator • Organization Sponsors • Member of Academic Integrity Committee 	<ul style="list-style-type: none"> • Suspension • Removal from Pre-AP / AP course in which the incident occurred. • Removal from NHS. • Possible ineligibility for any extra-curricular activities. • Documentation placed in Academic Integrity Folder as part of permanent file 	Campus Administrator
<p>Documentation needed for meeting:</p> <ul style="list-style-type: none"> • Documentation of work in question • Copy of district Academic Integrity Policy 		Campus Administrator And/or Classroom Teacher
Assignment Grade	<ul style="list-style-type: none"> • Zero on assignment 	Classroom Teacher
<p>Inform the following Campus Staff:</p> <ul style="list-style-type: none"> • Academic Integrity Committee • Coach(es) pertinent to student involvement • Sponsor(s) pertinent to student involvement • National Honor Society Sponsor 		Classroom Teacher and/or Campus Administrator
Turn in documentation to the administrator to be placed in the student's Academic Integrity Folder.		Classroom Teacher

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 17.
- Placement in a DAEP, as specified in **DAEP** on page 18.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25.
- Expulsion, as specified in **Expulsion** on page 27.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.

- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: <http://pol.tasb.org/Policy/Code/392?filter=FNG>.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

Removal from the School Bus

A bus driver may refer a student to the principal's office to maintain effective discipline on the bus. The principal must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to

improve student behavior or when specific misconduct warrants immediate removal, the principal may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher **may** initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

7. Self-defense (see **glossary**),
8. Intent or lack of intent at the time the student engaged in the conduct,
9. The student's disciplinary history,
10. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
11. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
12. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 27.) (See **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the

influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 27.)

- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 27.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the campus behavior coordinator or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and

- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration. DAEP appeals can only be made for placements that exceed 60 days or the end of the next grading period, whichever is shorter. The Board has designated the campus principal as the person to whom appeals must be made and their decision shall be final. The appeal must be made in writing within 5 days of the DAEP placement conference. Upon receiving the written appeal, the campus principal shall schedule an appeal conference with the parents within 5 school days, and shall render a decision within 10 school days following the appeal conference.

Student or parent appeals regarding the process used for the placement decision should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office or the central administration office or through Policy On-Line at the following address: <http://pol.tasb.org/Home/Index/392>.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 18.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**.)

- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for "under the influence.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife

Department; or a shooting sports sanctioning organization working with the department.
[See policy FNCG(LEGAL).]

- A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or disabled individual.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the superintendent or his designee authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the board's designee shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

3. The student is a threat to the safety of other students or district employees, or
4. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town,
 - (2) Knowing that it is insured against damage or destruction,
 - (3) Knowing that it is subject to a mortgage or other security interest,
 - (4) Knowing that it is located on property belonging to another,
 - (5) Knowing that it has located within it property belonging to another, or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
 - e. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;

3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or

e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;

- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

Lake Dallas ISD Appraisal Calendar 2021-2022

The appraisal period excludes the two weeks following the orientation and prohibits appraisals on the last day of instruction before official school holidays.

Thursday, August 5, 2021

T-TESS Refresher

- Presented on individual campuses

T-TESS Orientation

- For teachers new to T-TESS, the district and when district policy has changed from the last orientation
- Will be conducted no later than the first three weeks of school and at least two weeks before the first appraisal.

Friday, August 27, 2021

May begin classroom observations (at least 2 weeks after completion of orientation)

Friday, September 3, 2021

No appraisals may be conducted.

Not Later Than Thursday, September 16, 2021

Completed *Goal Setting and Professional Development Plan*

- New teachers submit to the appraiser for approval within six weeks from the day of completion of the orientation.
- A GSPD Conference is required for a teacher in the first year of appraisal under T-TESS and teachers new to the district.

Not Later Than Thursday, September 23, 2021

- Returning teachers review the goal(s) established at the EOY Conference to determine if changes are needed and submit within first six weeks of instruction.

Friday, October 8, 2021

No appraisals may be conducted.

Friday, November 19, 2021

No appraisals may be conducted.

Wednesday, December 15, 2021

No appraisals may be conducted.

Friday, January 14, 2022

No appraisals may be conducted.

Friday, January 28, 2022

No appraisals may be conducted.

Thursday, February 17, 2022

No appraisals may be conducted.

Friday, March 11, 2022

No appraisals may be conducted.

Thursday, April 14, 2022

No appraisals may be conducted.

Not Later Than Tuesday, May 3, 2022

End of Year Conference

- **At least** 15 Days Prior to the Last Day of Instruction
- Review summative scores for Domains I, II and III
- Review the data and evidence gathered throughout the appraisal year for Domain IV, including the teacher's evidence for this domain/dimensions
- Review results of the performance of the teachers' students
- Review potential goals and professional development plans for the next school year

Note: Domain IV is not scored until after the teacher has been afforded an opportunity to present evidence related to each of the four dimensions during the end-of-year conference.

**Professional Development and Appraisal System
Lake Dallas I.S.D. Approved Appraisers 2021-2022**

Mollie Avelino
Kristin Baine
Kerri Blevins
Jennifer Bryant
Randall Caldwell
Mike Cromis
Vangee Deussen
Rendee Garrison
Reagan Glenn
Jessica Hawkins

Mark Humphries
Mike King
Karla Landrum
Russell Lopez
John Modica
Jonathan Mosby
Arely Potts
Jennifer Phillips
Ashlee Smith
Shelly Wendt

The formal appraisal of all District teachers shall be in accordance with the Texas Teacher Evaluation and Support System (T-TESS) developed by the Texas Education Agency. The purpose of T-TESS is to improve planning, instruction, the learning environment, and professional practices and responsibilities so that the refinement of each teacher's craft leads to improved student performance.

T-TESS aligns with the Texas Teacher Standards (TEC, Chapter 140, Section 149.1001) and is intended to be used for continuous professional growth through ongoing feedback and support which results in refinement of knowledge, skills and practices that ultimately impact student performance.

All appraisers shall complete required T-TESS Appraisal Training and Appraiser Certification exam prior to performing appraisals.

All District teachers shall be appraised annually except as allowed by DNA(Local). Components of the appraisal process, such as classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.

The District shall establish an appraisal calendar each year.

Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The LAKE DALLAS INDEPENDENT SCHOOL DISTRICT will hold a public meeting at 5:30PM, August 30, 2021 in Central Services Building, 104 Swisher Rd Lake Dallas, TX 75065. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$1.000300/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.500000/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	-1.08 % decrease
Debt Service	11.73 % increase
Total expenditures	1.70 % increase

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$2,828,964,116	\$2,923,038,695
Total appraised value* of new property**	\$73,169,636	\$94,339,962
Total taxable value*** of all property	\$2,202,563,489	\$2,211,647,720
Total taxable value*** of new property**	\$71,867,892	\$70,958,005

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

** "New property" is defined by Section 26.012(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$146,651,868

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$1.050300	\$0.500000*	\$1.550300	\$9,071	\$3,412
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$1.057590	\$0.392260*	\$1.449850	\$8,540	\$3,306
Proposed Rate	\$1.000300	\$0.500000*	\$1.500300	\$9,820	\$3,313

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$242,438	\$261,135
Average Taxable Value of Residences	\$242,438	\$261,135
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.550300	\$1.500300
Taxes Due on Average Residence	\$3,758.52	\$3,917.81
Increase (Decrease) in Taxes		\$159.29

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.500300. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.500300.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$12,325,236
Interest & Sinking Fund Balance(s)	\$2,001,541

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying

the district's debt service.

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT
COMBINED BUDGET SUMMARY
2021-2022 School Year**

Estimated Revenue Sources	General Fund	Food Service	Debt Service	Memorandum Total
Local and Intermediate Revenues	\$24,770,385	\$169,730	\$12,187,043	\$37,127,158
State Program Revenues	14,431,911	10,000	171,263	14,613,174
Federal Program Revenues	666,462	1,613,669	-	2,280,131
Total Budgeted Revenue Sources	39,868,758	1,793,399	12,358,306	\$54,020,463
 Total Expenditures				
Instruction	23,503,242	-	-	23,503,242
Instruction Resources & Media Services	490,632	-	-	490,632
Curriculum/Instructional Staff Dvlpmnt.	761,467	-	-	761,467
Instructional Leadership	676,068	-	-	676,068
School Leadership	2,294,135	-	-	2,294,135
Guidance and Counseling Services	1,342,436	-	-	1,342,436
Social Work Services	12,838	-	-	12,838
Health Services	375,058	-	-	375,058
Student Transportation	1,562,491	-	-	1,562,491
Food Services	-	1,785,873	-	1,785,873
Co-Curricular Extracurricular Activities	1,206,846	-	-	1,206,846
General Administration	1,468,436	-	-	1,468,436
Plant Maintenance & Operations	5,153,722	-	-	5,153,722
Security & Monitoring Services	306,628	-	-	306,628
Data Processing Services	972,622	-	-	972,622
Debt Services	-	-	12,357,256	12,357,256
Facilities Acquisition and Construction	19,580	-	-	19,580
Payments to Fiscal Agents	4,000	-	-	4,000
Other Intergovernmental Charges	220,896	-	-	220,896
Total Appropriated Expenditures	\$40,371,097	\$1,785,873	\$12,357,256	\$54,514,226
 Budgeted Increase (Decrease)	 (\$502,339)	 \$7,526	 \$1,050	 (\$493,763)

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
2021-2022 School Year**

Estimated Revenue Sources	2020-21 Budget	2021-22 Budget	Increase/ Decrease	% Change
Local and Intermediate Revenues	\$23,345,945	\$24,770,385	\$1,424,440	6.10%
State Program Revenues	15,932,967	14,431,911	(1,501,056)	-9.42%
Federal Program Revenues	666,462	666,462	-	0.00%
Total Budgeted Revenue Sources	39,945,374	39,868,758	-76,616	-0.19%
 Total Expenditures				
Instruction	23,131,246	23,503,242	371,996	1.61%
Instruction Resources & Media Services	561,831	490,632	(71,199)	-12.67%
Curriculum/Instructional Staff Dvlpmnt.	917,565	761,467	(156,098)	-17.01%
Instructional Leadership	585,898	676,068	90,170	15.39%
School Leadership	2,340,916	2,294,135	(46,781)	-2.00%
Guidance and Counseling Services	1,277,308	1,342,436	65,128	5.10%
Social Work Services	21,336	12,838	(8,498)	-39.83%
Health Services	373,619	375,058	1,439	0.39%
Student Transportation	1,542,941	1,562,491	19,550	1.27%
Co-Curricular Extracurricular Activities	1,227,111	1,206,846	(20,265)	-1.65%
General Administration	1,489,649	1,468,436	(21,213)	-1.42%
Plant Maintenance & Operations	5,071,031	5,153,722	82,691	1.63%
Security & Monitoring Services	303,574	306,628	3,054	1.01%
Technology Services	861,698	972,622	110,924	12.87%
Facilities Acquisition and Construction	25,000	19,580	(5,420)	-21.68%
Payments to Fiscal Agents	4,000	4,000	-	0.00%
Other Intergovernmental Charges	205,600	220,896	15,296	7.44%
Total Appropriated Expenditures	\$39,940,323	\$40,371,097	\$430,774	1.08%
 Budgeted Increase	 \$5,051	 (\$502,339)		

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT
CHILD NUTRITION
2021-2022 School Year**

Estimated Revenue Sources	<u>2020-21 Budget</u>	<u>2020-21 Budget</u>	<u>Increase/ Decrease</u>	<u>% Change</u>
Local and Intermediate Revenues	\$767,669	\$169,730	(\$597,939)	-77.89%
State Program Revenues	9,385	10,000	\$615	6.55%
Federal Program Revenues	1,187,985	1,613,669	\$425,684	35.83%
Total Budgeted Revenue Sources	1,965,039	1,793,399	-171,640	-8.73%
Total Expenditures				
Payroll	866,275	905,119	38,844	4.48%
Professional and Contracted Services	88,975	38,500	(50,475)	-56.73%
Supplies and Materials	993,404	817,054	(176,350)	-17.75%
Other Operating Expenditures	3,200	3,700	500	15.63%
Debt Service			-	0.00%
Capital Outlay	12,200	21,500	9,300	76.23%
Total Appropriated Expenditures	\$1,964,054	\$1,785,873	-\$178,181	-9.07%
Budgeted Increase (Decrease)	\$985	\$7,526		

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE
2021-2022 School Year**

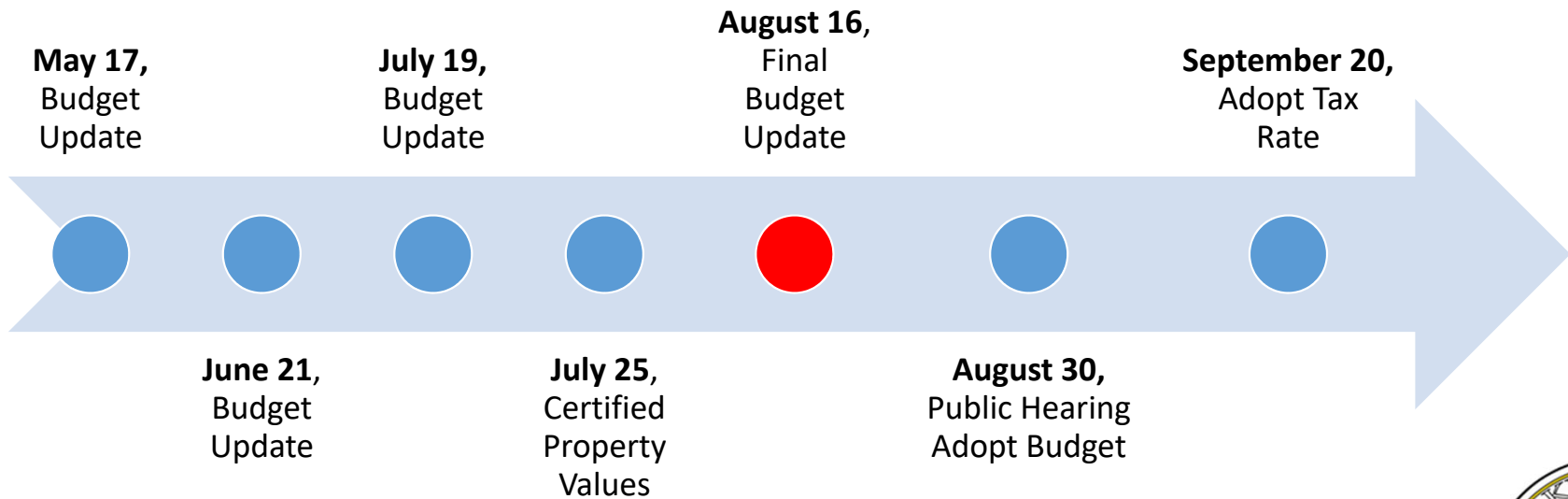
	2019-20	2020-21	Increase/ Decrease	% Change
Estimated Revenue Sources	<u>Budget</u>	<u>Budget</u>		
Local Sources	11,183,509	12,187,043	\$1,003,534	8.97%
State Sources	-	171,263	171,263	-
Total Budgeted Revenue Sources	<u>11,183,509</u>	<u>12,358,306</u>	<u>1,174,797</u>	<u>10.50%</u>
 Expenditures				
Debt Service	11,053,182	12,357,256	1,304,074	11.80%
Total Appropriated Expenditures and Other	<u>\$11,053,182</u>	<u>\$12,357,256</u>	<u>\$1,304,074</u>	<u>11.80%</u>
 Budgeted Increase (Decrease)	 \$130,327	 \$1,050	 (\$129,277)	

2021-22 BUDGET REVIEW

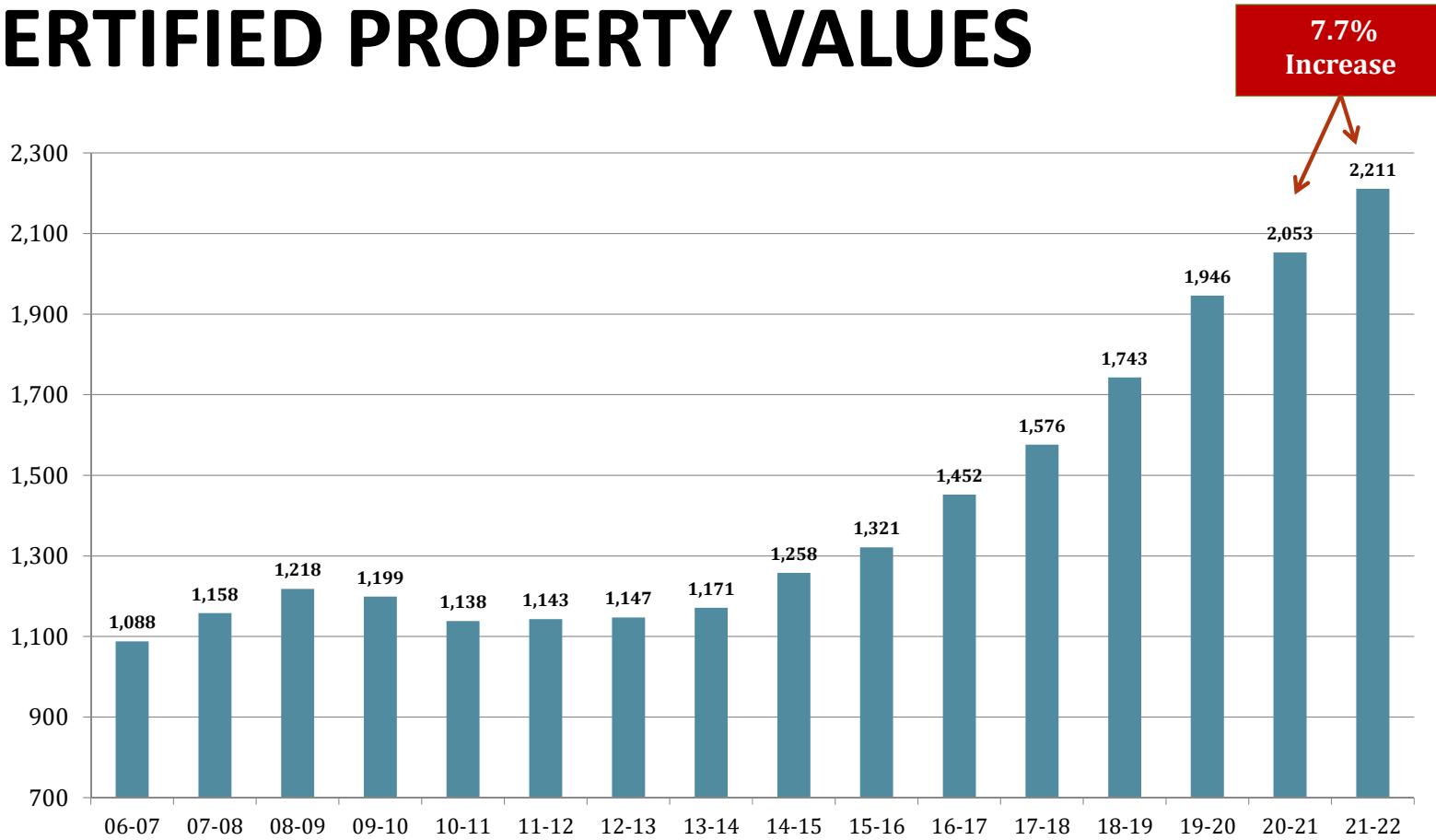


Presenter – Wes Eversole
Event – School Board Meeting
Date – August 16, 2021

SCHOOL BOARD BUDGET CALENDAR



CERTIFIED PROPERTY VALUES



* Freeze Adjusted Taxable Values



GENERAL FUND REVENUE

Local Revenue

- Property Taxes
- Interest Revenue
- Athletic Revenue

State Revenue

- Available School Fund
- Foundation
- TRS on Behalf

Federal Revenue

- SHARS
- Federal Impact Aid

	2020-21 Budget	2021-22 Budget	Increase (Decrease)	% Increase (Decrease)
Local	\$23,345,945	\$24,770,385	1,424,440	6.1%
State	15,932,967	14,431,911	(1,501,056)	-9.4%
Federal	<u>666,462</u>	<u>666,462</u>	<u>0</u>	0%
Total	\$39,945,374	\$39,868,758	\$(76,616)	0.2%



GENERAL FUND EXPENDITURES

Department	2020-21 Budget	2021-22 Budget	Increase (Decrease)	% Increase (Decrease)
Instruction (Library, Curriculum & Staff Development)	\$24,614,642	\$24,759,341	\$144,699	0.6%
Instructional Support (Instructional, Campus Leadership, Co-Curricular, Counseling, Health Services, Curriculum Support)	5,826,188	5,907,381	81,193	1.4%
General Administration (Insurance, HR, Business Operations, Central Admin, Tax Collections and Appraisals)	1,695,249	1,689,332	(5,917)	-0.3%
District Operations (Transportation, Facilities, Utilities, Technology, Security, Insurance)	<u>7,804,244</u>	<u>8,015,043</u>	<u>210,799</u>	2.7%
Total	39,940,323	40,371,097	430,774	1.1%



GENERAL FUND BUDGET

Department	2020-21 Budget	2021-22 Budget	Increase (Decrease)	% Increase (Decrease)
Revenue	\$39,945,374	\$39,868,758	\$(76,616)	-0.2%
Expenditure	<u>39,940,323</u>	<u>40,371,097</u>	<u>430,774</u>	1.1%
Increase (Decrease)	\$5,051	(\$502,339)		



CHILD NUTRITION BUDGET

Department	2020-21 Budget	2021-22 Budget	Increase (Decrease)	% Increase (Decrease)
Revenue	\$1,965,039	\$1,793,399	(\$171,640)	-8.73%
Expenditure	<u>1,964,054</u>	<u>1,785,873</u>	<u>(178,181)</u>	<u>-9.07%</u>
Increase (Decrease)	\$985	\$7,526		



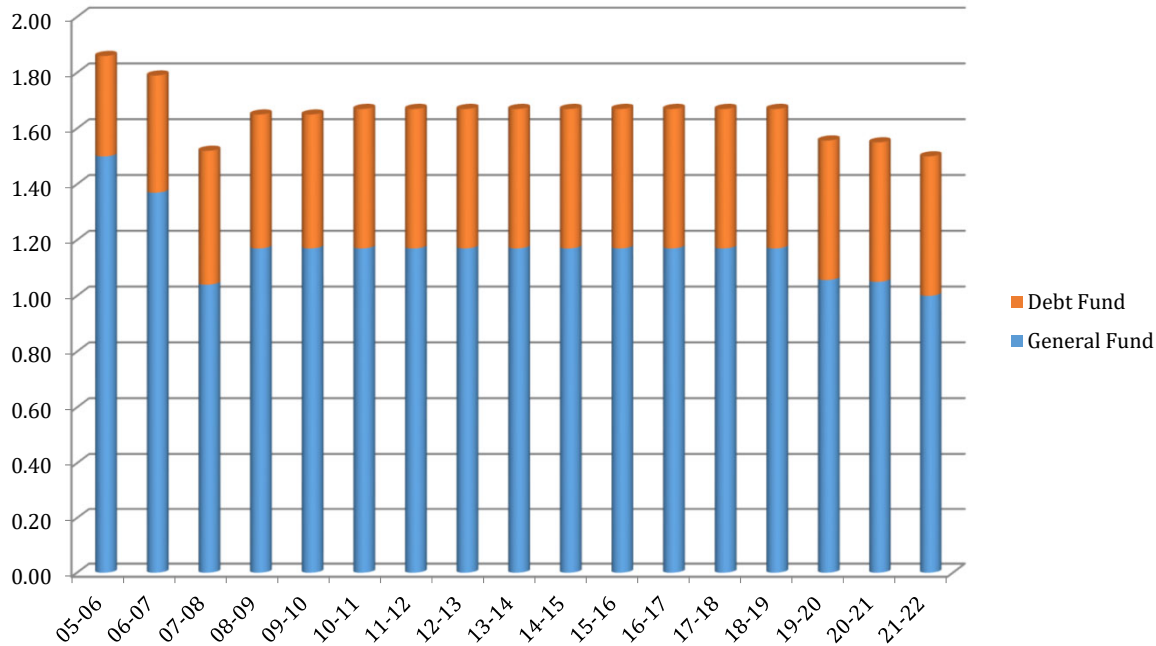
DEBT SERVICE BUDGET

- Maintaining Current Tax Rate
- Prepay \$870,000 existing debt
- Savings from 2021 refunding program

Department	2020-21 Budget	2021-22 Budget	Increase (Decrease)	% Increase (Decrease)
Revenue	\$10,653,864	\$12,358,306	\$1,704,442	16.00%
Expenditure	<u>10,600,000</u>	<u>12,357,256</u>	<u>1,757,256</u>	<u>16.58%</u>
Increase (Decrease)	\$53,864	\$1,050		



TAX RATE



Proposed Tax Rate

M&O Tax Rate \$1.0003

I&S Tax Rate \$.050

Total Tax Rate \$1.5003

Last Year Total Tax Rate:
\$1.5503



PUBLIC BUDGET AND TAX RATE NOTICE

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The LAKE DALLAS INDEPENDENT SCHOOL DISTRICT will hold a public meeting at 5:30PM, August 30, 2021 in Central Services Building, 104 Swisher Rd Lake Dallas, TX 75065. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$1.000300/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.500000/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	-1.08 % decrease
Debt Service	11.73 % increase
Total expenditures	1.70 % increase

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$2,828,964,116	\$2,923,038,695
Total appraised value* of new property**	\$73,169,636	\$94,339,962
Total taxable value*** of all property	\$2,202,563,489	\$2,211,647,720
Total taxable value*** of new property**	\$71,867,892	\$70,958,005

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

** "New property" is defined by Section 26.012(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$146,651,868

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	Maintenance & Operations	Interest & Sinking Fund*	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate	\$1.050300	\$0.500000*	\$1.550300	\$9,071	\$3,412
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$1.057590	\$0.392260*	\$1.449850	\$8,540	\$3,306
Proposed Rate	\$1.000300	\$0.500000*	\$1.500300	\$9,820	\$3,313

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	Last Year	This Year
Average Market Value of Residences	\$242,438	\$261,135
Average Taxable Value of Residences	\$242,438	\$261,135
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.550300	\$1.500300



Any Questions?



LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

TAX ROLL RESOLUTION

WHEREAS, State Law requires adoption by the governing body of the Lake Dallas Independent School District of the appraisal roll with tax amounts entered by the assessor for the year 2021-2022, and

WHEREAS, such roll was presented to the Lake Dallas Independent School District's Trustees on August 16, 2021, and appears in all things correct as under the applicable laws of Texas, and

WHEREAS, said Trustees voted in open session to adopt said roll,

IT IS HEREBY RESOLVED by the Trustees that the appraisal roll includes a certified assessed freeze adjusted taxable value of \$2,211,647,720 for the tax year 2021 adopted and is the tax roll for the Lake Dallas Independent School District for the 2021-2022 school year.

Date

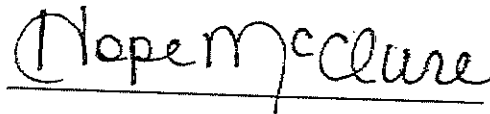
President
Board of Trustees

Secretary
Board of Trustees

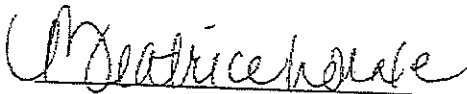
TRANSMITTAL OF APPRAISAL RECORDS
TO THE APPRAISAL REVIEW BOARD

May 12, 2021

"I, Hope McClure, Chief Appraiser for the Denton Central Appraisal District,
solemnly swear that I have made, or caused to be made, a diligent inquiry to
ascertain all property in the district subject to appraisal by me, and that I have
included in the records all property that I am aware of at an appraised value
determined as required by law."



HOPE MCCLURE, CHIEF APPRAISER
DENTON CENTRAL APPRAISAL DISTRICT



BEATRICE LORNE
NOTARY PUBLIC
EXPIRES: 02-08-2023

APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

ORDER APPROVING APPRAISAL RECORDS
FOR 2021

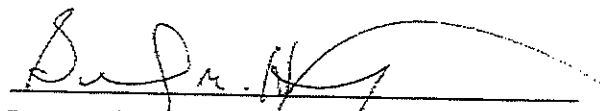
On July 20, the Appraisal Review Board of Denton County, Texas, met to approve the appraisal records for tax year 2021.

The Board finds that the appraisal records, as corrected by the Chief Appraiser according to the orders of the Board, should be approved.

The Board finds that the sum of the appraised values, as determined by the Chief Appraiser, on all properties on which protests have been filed but not determined by this Board is five percent or less of the total appraised value of all other taxable properties.

The Board therefore APPROVES the appraisal records as corrected.

Signed on July 20, 2021


Beverly Healey
CHAIRPERSON APPRAISAL REVIEW BOARD

2021 CERTIFIED TOTALS

Property Count: 11,188

S08 - LAKE DALLAS ISD
Grand Totals

7/24/2021

1:45:43PM

Land		Value			
Homesite:		471,178,203			
Non Homesite:		289,551,709			
Ag Market:		32,583,958			
Timber Market:		0	Total Land	(+) 793,313,870	
Improvement		Value			
Homesite:		1,628,262,667			
Non Homesite:		439,438,522	Total Improvements	(+) 2,067,701,189	
Non Real		Count	Value		
Personal Property:	813		93,287,808		
Mineral Property:	355		1,290,100		
Autos:	0		0	Total Non Real	(+) 94,577,908
			Market Value	= 2,955,592,967	
Ag		Non Exempt	Exempt		
Total Productivity Market:	32,583,958		0		
Ag Use:	29,686		0	Productivity Loss	(-) 32,554,272
Timber Use:	0		0	Appraised Value	= 2,923,038,695
Productivity Loss:	32,554,272		0		
			Homestead Cap	(-) 16,787,963	
			Assessed Value	= 2,906,250,732	
			Total Exemptions Amount (Breakdown on Next Page)	(-) 355,869,446	
			Net Taxable	= 2,550,381,286	

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	17,074,516	14,361,089	153,849.14	154,520.73	67		
OV65	383,823,552	323,533,539	3,448,910.24	3,483,592.58	1,501		
Total	400,898,068	337,894,628	3,602,759.38	3,638,113.31	1,568	Freeze Taxable	(-) 337,894,628
Tax Rate	1.550300						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	5,492,211	4,962,711	4,123,773	838,938	16		
Total	5,492,211	4,962,711	4,123,773	838,938	16	Transfer Adjustment	(-) 838,938
						Freeze Adjusted Taxable	= 2,211,647,720

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 37,889,933.98 = 2,211,647,720 * (1.550300 / 100) + 3,602,759.38

Certified Estimate of Market Value:	2,936,123,227
Certified Estimate of Taxable Value:	2,534,597,912
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

2021 CERTIFIED TOTALS

Property Count: 10,956

S08 - LAKE DALLAS ISD
ARB Approved Totals

7/24/2021 1:45:43PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	7,801	2,320.5935	\$61,372,475	\$2,074,932,996	\$1,890,211,806
B	MULTIFAMILY RESIDENCE	27	77.4831	\$0	\$161,435,032	\$161,278,897
C1	VACANT LOTS AND LAND TRACTS	856	600.3307	\$0	\$63,553,319	\$63,553,319
D1	QUALIFIED AG LAND	78	538.4105	\$0	\$30,852,041	\$27,967
D2	NON-QUALIFIED LAND	23		\$0	\$194,193	\$194,193
E	FARM OR RANCH IMPROVEMENT	112	422.3026	\$82,902	\$27,894,430	\$26,846,684
F1	COMMERCIAL REAL PROPERTY	224	382.2787	\$3,572,272	\$230,674,627	\$230,674,627
F2	INDUSTRIAL REAL PROPERTY	1		\$0	\$134,600	\$134,600
G1	OIL AND GAS	248		\$0	\$1,275,760	\$1,275,760
J2	GAS DISTRIBUTION SYSTEM	3	0.1720	\$0	\$4,575,421	\$4,575,421
J3	ELECTRIC COMPANY (INCLUDING C	7	5.9647	\$0	\$22,194,856	\$22,194,856
J4	TELEPHONE COMPANY (INCLUDI	38	3.0624	\$0	\$3,404,633	\$3,404,633
J5	RAILROAD	2	7.2800	\$0	\$99,621	\$99,621
J6	PIPELAND COMPANY	17		\$0	\$5,571,250	\$5,571,250
J7	CABLE TELEVISION COMPANY	11		\$0	\$5,812,790	\$5,812,790
J8	OTHER TYPE OF UTILITY	2		\$0	\$2,120	\$2,120
L1	COMMERCIAL PERSONAL PROPE	675		\$5,672	\$42,038,758	\$41,930,265
L2	INDUSTRIAL PERSONAL PROPERT	5		\$0	\$2,125,984	\$2,125,984
M1	TANGIBLE OTHER PERSONAL, MOB	269		\$138,312	\$2,209,220	\$1,940,794
O	RESIDENTIAL INVENTORY	89	23.1795	\$2,055,732	\$7,916,261	\$7,906,261
S	SPECIAL INVENTORY TAX	4		\$0	\$7,694,457	\$7,694,457
X	TOTALLY EXEMPT PROPERTY	672	597.9597	\$21,204,049	\$157,754,659	\$0
	Totals		4,979.0174	\$88,431,414	\$2,852,347,028	\$2,477,456,305

2021 CERTIFIED TOTALS

Property Count: 232

S08 - LAKE DALLAS ISD
Under ARB Review Totals

7/24/2021 1:45:43PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	3	31.6700	\$0	\$237,525	\$237,525
B	MULTIFAMILY RESIDENCE	3	0.1606	\$0	\$469,026	\$469,026
C1	VACANT LOTS AND LAND TRACTS	119	32.9362	\$0	\$6,036,136	\$6,036,136
D1	QUALIFIED AG LAND	4	35.5640	\$0	\$1,731,917	\$1,719
D2	NON-QUALIFIED LAND	4		\$0	\$1,636,114	\$1,636,114
E	FARM OR RANCH IMPROVEMENT	12	38.0528	\$0	\$3,719,770	\$3,649,770
F1	COMMERCIAL REAL PROPERTY	91	171.6027	\$5,908,548	\$58,506,208	\$58,506,208
L1	COMMERCIAL PERSONAL PROPE	3		\$0	\$2,388,483	\$2,388,483
X	TOTALLY EXEMPT PROPERTY	2	0.3980	\$0	\$28,520,760	\$0
	Totals		310.3843	\$5,908,548	\$103,245,939	\$72,924,981

2021 CERTIFIED TOTALS

Property Count: 11,188

S08 - LAKE DALLAS ISD
Grand Totals

7/24/2021 1:45:43PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	7,804	2,352.2635	\$61,372,475	\$2,075,170,521	\$1,890,449,331
B	MULTIFAMILY RESIDENCE	30	77.6437	\$0	\$161,904,058	\$161,747,923
C1	VACANT LOTS AND LAND TRACTS	975	633.2669	\$0	\$69,589,455	\$69,589,455
D1	QUALIFIED AG LAND	82	573.9745	\$0	\$32,583,958	\$29,686
D2	NON-QUALIFIED LAND	27		\$0	\$1,830,307	\$1,830,307
E	FARM OR RANCH IMPROVEMENT	124	460.3554	\$82,902	\$31,614,200	\$30,496,454
F1	COMMERCIAL REAL PROPERTY	315	553.8814	\$9,480,820	\$289,180,835	\$289,180,835
F2	INDUSTRIAL REAL PROPERTY	1		\$0	\$134,600	\$134,600
G1	OIL AND GAS	248		\$0	\$1,275,760	\$1,275,760
J2	GAS DISTRIBUTION SYSTEM	3	0.1720	\$0	\$4,575,421	\$4,575,421
J3	ELECTRIC COMPANY (INCLUDING C	7	5.9647	\$0	\$22,194,856	\$22,194,856
J4	TELEPHONE COMPANY (INCLUDI	38	3.0624	\$0	\$3,404,633	\$3,404,633
J5	RAILROAD	2	7.2800	\$0	\$99,621	\$99,621
J6	PIPELAND COMPANY	17		\$0	\$5,571,250	\$5,571,250
J7	CABLE TELEVISION COMPANY	11		\$0	\$5,812,790	\$5,812,790
J8	OTHER TYPE OF UTILITY	2		\$0	\$2,120	\$2,120
L1	COMMERCIAL PERSONAL PROPE	678		\$5,672	\$44,427,241	\$44,318,748
L2	INDUSTRIAL PERSONAL PROPERT	5		\$0	\$2,125,984	\$2,125,984
M1	TANGIBLE OTHER PERSONAL, MOB	269		\$138,312	\$2,209,220	\$1,940,794
O	RESIDENTIAL INVENTORY	89	23.1795	\$2,055,732	\$7,916,261	\$7,906,261
S	SPECIAL INVENTORY TAX	4		\$0	\$7,694,457	\$7,694,457
X	TOTALLY EXEMPT PROPERTY	674	598.3577	\$21,204,049	\$186,275,419	\$0
	Totals		5,289.4017	\$94,339,962	\$2,955,592,967	\$2,550,381,286

2021 CERTIFIED TOTALS

Property Count: 10,956

S08 - LAKE DALLAS ISD
ARB Approved Totals

7/24/2021 1:45:43PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A021	Builder Home Plans - Reference Only	1		\$0	\$0	\$0
A022	BUILDER HOME PLANS - REFERENC	112		\$0	\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	7,163	1,892.2186	\$60,192,608	\$1,960,414,635	\$1,784,621,044
A2	REAL, RESIDENTIAL, MOBILE HOME	275	56.0344	\$8,053	\$11,042,047	\$9,063,133
A3	WATERFRONT	176	116.0580	\$1,114,760	\$79,358,659	\$74,320,780
A4	CONDOS	89	253.9200	\$57,054	\$21,704,478	\$20,172,478
A5	TOWNHOMES	22	2.3625	\$0	\$2,413,177	\$2,034,371
B		1	3.6475	\$0	\$6,902,649	\$6,902,650
B1	REAL, RESIDENTIAL, APARTMENTS	17	72.6022	\$0	\$152,764,425	\$152,764,425
B2	REAL, RESIDENTIAL, DUPLEXES	9	1.2334	\$0	\$1,767,958	\$1,611,822
C1	REAL, VACANT PLATTED RESIDENTI	617	302.1749	\$0	\$24,467,322	\$24,467,322
C2	COMMERCIAL VACANT LOT	141	178.1465	\$0	\$31,115,401	\$31,115,401
C3	REAL VACANT LOT OUTSIDE CITY	73	14.3161	\$0	\$674,066	\$674,066
C5	WATERFRONT	25	105.6932	\$0	\$7,296,530	\$7,296,530
D1	QUALIFIED AG LAND	78	538.4105	\$0	\$30,852,041	\$27,967
D2	FARM AND RANCH IMPSS ON QUALI	23		\$0	\$194,193	\$194,193
E1	LAND AND IMPROVMENTS (NON AG	50	68.5717	\$82,902	\$17,245,340	\$16,209,594
E4	VACANT NON QUALIFIED NON HOME	69	353.7309	\$0	\$10,649,090	\$10,637,090
F1	REAL COMMERCIAL	204	334.0786	\$3,572,272	\$218,584,192	\$218,584,192
F2	REAL, INDUSTRIAL	1		\$0	\$134,600	\$134,600
F3	REAL - COMMERCIAL MH PARKS	16	44.7321	\$0	\$10,818,980	\$10,818,980
F4	REAL - COMMERCIAL OFFICE CONDC	4	3.4680	\$0	\$1,271,455	\$1,271,455
G1	OIL AND GAS	248		\$0	\$1,275,760	\$1,275,760
J2	REAL & TANGIBLE PERSONAL, UTIL	3	0.1720	\$0	\$4,575,421	\$4,575,421
J3	REAL & TANGIBLE PERSONAL, UTIL	7	5.9647	\$0	\$22,194,856	\$22,194,856
J4	REAL & TANGIBLE PERSONAL, UTIL	38	3.0624	\$0	\$3,404,633	\$3,404,633
J5	REAL & TANGIBLE PERSONAL, UTIL	2	7.2800	\$0	\$99,621	\$99,621
J6	REAL & TANGIBLE PERSONAL, UTIL	17		\$0	\$5,571,250	\$5,571,250
J7	REAL & TANGIBLE PERSONAL, UTIL	11		\$0	\$5,812,790	\$5,812,790
J8	REAL & TANGIBLE PERSONAL, UTIL	2		\$0	\$2,120	\$2,120
L1	BPP TANGIBLE COMERCIAL PROPER	321		\$5,672	\$37,333,791	\$37,225,298
L2	BPP TANGIBLE INDUSTRIAL PROPER	5		\$0	\$2,125,984	\$2,125,984
L3	BPP TANGIBLE COMMERCIAL LEASE	355		\$0	\$4,704,967	\$4,704,967
M1	MOBILE HOMES - PERSONAL PROPE	269		\$138,312	\$2,209,220	\$1,940,794
OA1	INVENTORY, RESIDENTIAL SINGLE F	11	2.8680	\$2,055,732	\$3,388,813	\$3,378,813
OC1	INVENTORY, VACANT PLATTED LOT'S	78	20.3115	\$0	\$4,527,448	\$4,527,448
S	SPECIAL INVENTORY	4		\$0	\$7,694,457	\$7,694,457
X		672	597.9597	\$21,204,049	\$157,754,659	\$0
Totals			4,979.0174	\$88,431,414	\$2,852,347,028	\$2,477,456,305

2021 CERTIFIED TOTALS

Property Count: 232

S08 - LAKE DALLAS ISD
Under ARB Review Totals

7/24/2021 1:45:43PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A022	BUILDER HOME PLANS - REFERENC	1				
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	2	31.6700	\$0	\$0	\$0
B1	REAL, RESIDENTIAL, APARTMENTS	1		\$0	\$237,525	\$237,525
B2	REAL, RESIDENTIAL, DUPLEXES	2	0.1606	\$0	\$196,278	\$196,278
C1	REAL, VACANT PLATTED RESIDENTI	94	15.3943	\$0	\$272,748	\$272,748
C2	COMMERCIAL VACANT LOT	9	10.1814	\$0	\$1,285,825	\$1,285,825
C3	REAL VACANT LOT OUTSIDE CITY	16	7.3605	\$0	\$3,778,639	\$3,778,639
D1	QUALIFIED AG LAND	4	35.5640	\$0	\$971,672	\$971,672
D2	FARM AND RANCH IMPSS ON QUALI	4		\$0	\$1,731,917	\$1,719
E1	LAND AND IMPROVMENTS (NON AG	7	21.4111	\$0	\$1,636,114	\$1,636,114
E4	VACANT NON QUALIFIED NON HOME	5	16.6417	\$0	\$3,432,048	\$3,362,048
F1	REAL COMMERCIAL	34	31.6027	\$5,908,548	\$287,722	\$287,722
F3	REAL - COMMERCIAL MH PARKS	1		\$0	\$53,581,383	\$53,581,383
F4	REAL - COMMERCIAL OFFICE CONDC	56	140.0000	\$0	\$303,378	\$303,378
L1	BPP TANGIBLE COMERCIAL PROPER	3		\$0	\$4,621,447	\$4,621,447
X		2	0.3980	\$0	\$2,388,483	\$2,388,483
				\$0	\$28,520,760	\$0
	Totals		310.3843	\$5,908,548	\$103,245,939	\$72,924,981

2021 CERTIFIED TOTALS

Property Count: 11,188

S08 - LAKE DALLAS ISD
Grand Totals

7/24/2021 1:45:43PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A021	Builder Home PLans - Reference Only	1		\$0	\$0	\$0
A022	BUILDER HOME PLANS - REFERENC	113		\$0	\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	7,165	1,923.8886	\$60,192,608	\$1,960,652,160	\$1,784,858,569
A2	REAL, RESIDENTIAL, MOBILE HOME	275	56.0344	\$8,053	\$11,042,047	\$9,063,133
A3	WATERFRONT	176	116.0580	\$1,114,760	\$79,358,659	\$74,320,780
A4	CONDOS	89	253.9200	\$57,054	\$21,704,478	\$20,172,478
A5	TOWNHOMES	22	2.3625	\$0	\$2,413,177	\$2,034,371
B		1	3.6475	\$0	\$6,902,649	\$6,902,650
B1	REAL, RESIDENTIAL, APARTMENTS	18	72.6022	\$0	\$152,960,703	\$152,960,703
B2	REAL, RESIDENTIAL, DUPLEXES	11	1.3940	\$0	\$2,040,706	\$1,884,570
C1	REAL, VACANT PLATTED RESIDENTI	711	317.5692	\$0	\$25,753,147	\$25,753,147
C2	COMMERCIAL VACANT LOT	150	188.3279	\$0	\$34,894,040	\$34,894,040
C3	REAL VACANT LOT OUTSIDE CITY	89	21.6766	\$0	\$1,645,738	\$1,645,738
C5	WATERFRONT	25	105.6932	\$0	\$7,296,530	\$7,296,530
D1	QUALIFIED AG LAND	82	573.9745	\$0	\$32,583,958	\$29,686
D2	FARM AND RANCH IMPSS ON QUALI	27		\$0	\$1,830,307	\$1,830,307
E1	LAND AND IMPROVMENTS (NON AG	57	89.9828	\$82,902	\$20,677,388	\$19,571,642
E4	VACANT NON QUALIFIED NON HOME	74	370.3726	\$0	\$10,936,812	\$10,924,812
F1	REAL COMMERCIAL	238	365.6813	\$9,480,820	\$272,165,575	\$272,165,575
F2	REAL, INDUSTRIAL	1		\$0	\$134,600	\$134,600
F3	REAL - COMMERCIAL MH PARKS	17	44.7321	\$0	\$11,122,358	\$11,122,358
F4	REAL - COMMERCIAL OFFICE CONDC	60	143.4680	\$0	\$5,892,902	\$5,892,902
G1	OIL AND GAS	248		\$0	\$1,275,760	\$1,275,760
J2	REAL & TANGIBLE PERSONAL, UTIL	3	0.1720	\$0	\$4,575,421	\$4,575,421
J3	REAL & TANGIBLE PERSONAL, UTIL	7	5.9647	\$0	\$22,194,856	\$22,194,856
J4	REAL & TANGIBLE PERSONAL, UTIL	38	3.0624	\$0	\$3,404,633	\$3,404,633
J5	REAL & TANGIBLE PERSONAL, UTIL	2	7.2800	\$0	\$99,621	\$99,621
J6	REAL & TANGIBLE PERSONAL, UTIL	17		\$0	\$5,571,250	\$5,571,250
J7	REAL & TANGIBLE PERSONAL, UTIL	11		\$0	\$5,812,790	\$5,812,790
J8	REAL & TANGIBLE PERSONAL, UTIL	2		\$0	\$2,120	\$2,120
L1	BPP TANGIBLE COMERCIAL PROPER	324		\$5,672	\$39,722,274	\$39,613,781
L2	BPP TANGIBLE INDUSTRIAL PROPER	5		\$0	\$2,125,984	\$2,125,984
L3	BPP TANGIBLE COMMERCIAL LEASE	355		\$0	\$4,704,967	\$4,704,967
M1	MOBILE HOMES - PERSONAL PROPE	269		\$138,312	\$2,209,220	\$1,940,794
OA1	INVENTORY, RESIDENTIAL SINGLE F	11	2.8680	\$2,055,732	\$3,388,813	\$3,378,813
OC1	INVENTORY, VACANT PLATTED LOTS	78	20.3115	\$0	\$4,527,448	\$4,527,448
S	SPECIAL INVENTORY	4		\$0	\$7,694,457	\$7,694,457
X		674	598.3577	\$21,204,049	\$186,275,419	\$0
Totals			5,289.4017	\$94,339,962	\$2,955,592,967	\$2,550,381,286

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LAKE DALLAS INDEPENDENT SCHOOL DISTRICT REGARDING A
ONE-TIME EMPLOYEE RETENTION PAYMENT

WHEREAS, the Board of Trustees (“Board”) of the Lake Dallas Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

WHEREAS, the Board is authorized by Texas Education Code § 45.105 to expend funds of the District for purposes necessary in the conduct of the public schools as determined by the Board; and

WHEREAS, as a result of the Federal Government allocation of the CARES Act Elementary and Secondary School Emergency Relief (ESSER EE and/or III) funds, the District is able to allocate certain funds to address the needs of the District students and sustain District operations in the wake of the pandemic; and

WHEREAS, the long-term impact of the pandemic on school operations has led to higher-than-normal rates of attrition and teacher shortages around the state; and

WHEREAS, the District’s employees are going above and beyond what has been previously required of them, in terms of both effort and time, to ensure a safe, effective return to in-person instruction and improve student learning in response to the COVID-19 pandemic; and

WHEREAS, the Board wishes to encourage and incentivize employee retention by providing a one-time retention payment for full-time employees of \$500, and

WHEREAS, the Board finds that a one-time retention payment will fulfill the intent of the ESSER grant by stabilizing and supporting the educator workforce and provide ongoing support to recruit, hire, and retain a diverse school staff; and

WHEREAS, the Board finds that a one-time retention payment will fulfill the intent of the ESSER grant by supporting the conditions that allow students to return to in-person instruction; and

WHEREAS, the public purposes for this one-time payment include increasing retention of current employees, improving recruitment of staff to fill existing vacancies, improving student outcomes, remediating student learning loss, promoting staff morale, showing appreciation, and properly rewarding employees for performing under the additional hardships caused by the pandemic;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF TRUSTEES OF THE LAKE DALLAS INDEPENDENT SCHOOL DISTRICT:

RESOLVED, that the Board of Trustees of the Lake Dallas Independent School District authorizes the Superintendent to issue a one-time retention payment of \$500 to each full-time employee who is eligible as outlined herein.

RESOLVED, that to be eligible for the one-time retention payment, an employee must be employed in a TRS eligible position, as defined by TRS, with Lake Dallas ISD and must:

- 1) be employed full time and on the District payroll no later than September 1, 2021, and
- 2) remain employed full time, in good standing, on November 30, 2021.

RESOLVED, that the one-time retention payment will be paid in December 2021.

RESOLVED, that the Board hereby;

- 1) determines that these payments serve a public purpose and fulfill the intent of the ESSER grant,
- 2) retains sufficient control over the expenditures to ensure a public purpose is served, and
- 3) is confident the District will receive an adequate return benefit.

Adopted on this 16th day of August 2021 by the Lake Dallas ISD Board of Trustees.

Lance Stacy
President, Board of Trustees

Courtney Tankersley
Secretary, Board of Trustees



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 30, 2021.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**

**TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH**TODAY'S DATE: **June 8, 2021**NAME: **Corinne Boyd French**

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED]

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: **Valley View Independent School District**LOCAL TERM EXPIRES: **May 2022** YEARS ON BOARD: **9**

Upon expiration of current term on your local board, will you seek reelection?

Yes**BOARD POSITIONS HELD/DATES: President, 2020 & Current, Vice-President, 2018-2020 Secretary 2016-2018****OCCUPATION: Higher Education Professional****CURRENT EMPLOYER: University of North Texas Dates: 8/2015- Current****EDUCATION-HIGH SCHOOL: Shadyside High School 1992 COLLEGE: Texas Woman's University, University of North Texas, and Southern Methodist University****OTHER EDUCATION: Current- Doctorate in Educational Leadership at SMU****DEGREES: Bachelor of Science- Family Science, TWU & Master of Education- Higher Education UNT****HOBBIES/SPECIAL INTERESTS: Gardening, Thrift Shopping and Writing****BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates):****Empowering Women As Leaders- National Director, Alumni Programs 2019- Present****Texas Woman's University- Chair of Denton Area Alumni Association 2018-2021****HerCampus Advisor, University of North Texas 2016-Present**

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): My work on the local and regional association have been very rewarding. I have enjoyed serving as the Region 11 TASB Director and would like to continue to represent all districts in Region 11. I will continue to represent small and rural boards while at the same time connecting all leaders in our region to provide the best school board governance for all of our scholars.

Please attach a short bio and include a current picture in jpeg format.

Corinne Boyd French- Bio for TASB Director Application



Corinne French was appointed to the Valley View Independent School board in 2012, elected in 2013, and ran unopposed in 2016 and 2019. She currently is serving on her second term as the board president. Ms. French received a Bachelor of Science degree in Family Sciences from Texas Woman's University and a master's degree in Higher Education from the University of North Texas. She is currently working on her doctoral degree in Educational Leadership at Southern Methodist University.

French works at the University of North Texas and coordinates district involvement with the Eagle Advantage program. She plans on-campus and virtual transition programs for high school juniors and seniors and facilitates college transition workshops in high schools. She is the advisor for the UNT HerCampus student organization. French also serves on the executive board of the North Texas Area Association of School Boards (NTAASB) as the vice-president and as a Region 11 Director on the Texas Association of School Boards. Ms. French is a 2015 Leadership TASB graduate and has served as a member of the Legislative Advisory Council for TASB. Ms. French presents at TASB's Winter Governance and Legal Seminar, Summer Leadership Institute, and at the TASA-TASB Convention. She is committed to advocacy efforts that support public education and women in leadership. She enjoys thrift shopping, scrapbooking, and gardening.

Ms. French's higher education background and experience allow her to bring a balanced perspective to the VVISD board- as a parent and advocate. She has six children; three have graduated from Valley View Schools and two have graduated from the University of North Texas. Her commitment to service and advocacy at both the state and local level make her an excellent fit to serve another term as a TASB Director.

cfrench@vvisd.net
Twitter @CorinneFrenchTX



Joshua M. McLaughlin
 Managing Director
 Phone: (214) 576-0878
 Facsimile: (214) 576-0890
jmclaughlin@bokf.com

August 12, 2021

Mr. Wes Eversole
 Deputy Superintendent / Chief Financial Officer
 Lake Dallas Independent School District
 104 Swisher Road
 Lake Dallas, Texas 75065

Re: Final Results – 2021 Refunding Program

Dear Mr. Eversole:

Introduction

On Thursday, August 12, 2021, Lake Dallas Independent School District (“LDISD” or the “District”) sold its Unlimited Tax Refunding Bonds, Series 2021 (the “Series 2021 Refunding Bonds”) to refund its existing Unlimited Tax Refunding Bonds, Series 2010 and Unlimited Tax Refunding Bonds, Series 2012 at a lower interest rate. This memorandum summarizes the results of the District’s 2021 Refunding Program and, in particular, the savings realized for its taxpayers.

Summary of Savings – 2021 Refunding Program

At its May 17, 2021 meeting, the Board of Trustees adopted a “Parameters Bond Order” authorizing the sale of the Series 2021 Refunding Bonds if certain parameters were met. Based upon the favorable bond market conditions, each parameter was met, the interest rate on the District’s bonds was successfully reduced from 3.83% to 1.91% and LDISD’s actual savings totaled **\$1,363,806** (net of all costs) – Which is \$115,709 higher than the savings presented to the Board of Trustees.

Based upon the successful result of the 2021 Refunding Program, Lake Dallas ISD’s prior refunding programs have generated a collective savings of \$25,163,288 for District taxpayers since year 2010 (see table below)!

Summary of District’s Savings From Refunding Programs – Since Year 2010			
Issue	Series Refunded	Principal Amount Refunded	Total Savings
Unlimited Tax Refunding Bonds, Series 2010	1998	\$ 6,565,000	\$ 846,823
Unlimited Tax Refunding Bonds, Series 2012	2001, 2002	9,340,000	2,169,081
Unlimited Tax Refunding Bonds, Series 2013	2002, 2004	9,149,072	3,235,108
Unlimited Tax Refunding Bonds, Series 2014	2004	9,625,000	2,049,609
Unlimited Tax Refunding Bonds, Series 2015	2004, 2007, 2008	19,073,048	8,498,416
Unlimited Tax Refunding Bonds, Series 2016	2005, 2007	24,882,715	7,000,445
Unlimited Tax Refunding Bonds, Series 2021	2010, 2012	7,125,000	1,363,806
Totals	---	\$ 85,759,835	\$ 25,163,288

Summary of Annual Savings – 2021 Refunding Program

The District’s savings are summarized within the table below.

2021 Refunding Program – Actual Savings					
A	B	C	D	E	F
Fiscal Year	Existing Bond Payments	Less: Bond Payments – Bonds to be Refunded	Plus: Bond Payments – 2021 Refunding Program	Bond Payments – After Refunding Program	Savings^(A) (Col. B – E)
2020/21	\$ 11,043,181	\$ ---	\$ ---	\$ 11,043,181	\$ ---
2021/22	11,416,681	893,656	893,025	11,416,050	631
2022/23	11,027,131	894,956	800,050	10,932,225	94,906
2023/24	11,515,156	895,306	801,300	11,421,150	94,006
2024/25	11,882,156	339,706	241,950	11,784,400	97,756
2025/26	11,884,356	340,356	243,800	11,787,800	96,556
2026/27	11,882,406	340,106	245,500	11,787,800	94,606
2027/28	11,884,431	339,681	242,050	11,786,800	97,631
2028/29	11,880,331	454,081	358,600	11,784,850	95,481
2029/30	11,881,881	534,281	436,550	11,784,150	97,731
2030/31	11,880,131	536,331	441,950	11,785,750	94,381
2031/32	11,881,231	307,856	211,900	11,785,275	95,956
2032/33	11,884,494	312,119	218,450	11,790,825	93,669
2033/34	11,879,944	311,044	214,700	11,783,600	96,344
2034/35	11,881,400	809,800	715,950	11,787,550	93,850
2035/36	11,882,350	92,200	67,050	11,857,200	25,150
2036/37	11,883,450	2,397,200	2,302,050	11,788,300	95,150
2037/38	6,138,250	---	---	6,138,250	---
2038/39	6,136,200	---	---	6,136,200	---
2030/40	6,136,150	---	---	6,136,150	---
2040/41	6,137,700	---	---	6,137,700	---
2041/42	6,136,763	---	---	6,136,763	---
2042/43	6,133,144	---	---	6,133,144	---
2043/44	6,136,669	---	---	6,136,669	---
2044/45	6,137,525	---	---	6,137,525	---
2045/46	6,133,113	---	---	6,133,113	---
2046/47	6,133,681	---	---	6,133,681	---
2047/48	6,133,931	---	---	6,133,931	---
2048/49	6,133,650	---	---	6,133,650	---
Totals	\$ 273,097,488	\$ 9,798,681	\$ 8,434,875	\$ 271,733,681	\$ 1,363,806

^(A) At this time, the District receives approximately \$220,000 for each 1-cent of I&S tax effort.

Bonds Refunded – 2021 Refunding Program

The following table provides the District’s existing bonds that were refunded at a lower interest rate.

Series 2021 Refunding Bonds – Summary of Bonds to be Refunded					
Issue Outstanding	Principal Amount To Be Refunded	Maturities To Be Refunded	Interest Rate	Redemption Date	Redemption Price
Unlimited Tax Refunding Bonds, Series 2010	\$ 1,545,000	08/15/2022 – 2024	4.00%	09/15/2021	100.0%
Unlimited Tax Refunding Bonds, Series 2012	5,580,000	08/15/2022 – 2037	3.81%	09/15/2021	100.0%
Total	\$ 7,125,000	---	3.83%	---	---

Independent Bond Rating

As is customary during the bond sale process, LDISD took part in an independent bond rating assessment conducted by S&P Global Ratings. This consisted of a review of the District’s financial position, debt position, future financing needs, various economic indicators and management practices. After a thorough review, which included a conference call with the District’s Administration, Lake Dallas ISD’s bond rating of “AA-” was affirmed by S&P.

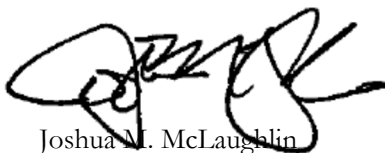
In particular, S&P cited the following credit strengths:

- ✓ Very strong financial position, with a long history of general fund surpluses leading to very strong reserves; and
- ✓ Strong economic metrics, with growth expected to continue given the District’s favorable location within the broad and diverse Dallas-Fort Worth metropolitan statistical area.

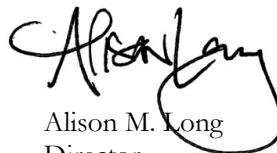
Closing

Congratulations on the successful implementation of the District’s 2021 Refunding Program. The actions of the District’s Administration and Board of Trustees have reduced the District’s existing bond payments for Lake Dallas ISD’s taxpayers. Should any questions arise or additional information is preferred, please do not hesitate to contact us. We thank you for the opportunity to be of service to LDISD and hope you are pleased with the results!

Sincerely,



Joshua M. McLaughlin
Managing Director



Alison M. Long
Director

2019 Bond Construction Update



Wes Eversole, Deputy Superintendent/CFO

August Board Meeting

August 16, 2021

Additions & Renovations to Lake Dallas HS

Work Remaining

- New pavement and sidewalks
- Landscape and irrigation
- Exterior metal panels and canopies
- New main entry and lobby
- Remaining interior finishes





Multi-Purpose Indoor Practice Facility

Work Remaining

- Remaining pavement and sidewalks
- Landscape and irrigation
- Turf installation
- Athletic netting
- A/V systems
- Technology system





Athletic Additions & Renovations to LDMS

Work Remaining

- Landscape and irrigation
- Outdoor storage building
- Exterior canopies
- Locker room renovation





CHAMPIONSHIPS
START HERE AND NOW

FALCONS

FALCONS

Water fountain controls

Additions & Renovations to Corinth ES

Work Remaining

- Landscape and irrigation
- Exterior logo wall
- Main entry addition
- Library renovation
- Kitchen renovation





CORINTH ELEMENTARY
ADOPTED BY CoSen
POWERING EDUCATION

SPEC MIX
KEEP WORKING

4 bags of concrete
PCCO

25.50
174218

First day smiles at Corinth Elementary & Lake Dallas High School



Any Questions?



Personnel Update

Name	Position	Campus	University	Degree	Experience	Certification/License
Clint Rushing	Assistant Principal	LDHS	Lamar University	MEd	13	Principal (EC-12)
Adam Bennett	Director of Communications	Admin	Liberty University	MS	7	N/A
Jennifer Phillips	Assistant Principal	LDMS	Lamar University	MEd	17	Principal (EC-12)
Reagan Glenn	Assistant Principal	LDMS	Lamar University	MEd	15	Principal (EC-12)
Rachel Coleman	Teacher	LDE	Harding University	BA	0	Core (EC-6) w/ STR
Kendra Ray	Teacher	LDHS	Purdue University	MA	1	Core (EC-6); SPED (EC-12)
John Kennedy	Adapted PE	District	UNT	BS	26	SPED (EC-12)
Dalton Beall	Teacher – Life Skills	LDHS	UNT	BS	1	SPED (EC-12)
Micah Broadstreet	Teacher/Coach	LDHS	Mary Hardin Baylor	BA	0	CTE - DOI
Alba Pineda	Teacher	LDHS	UNT	MS	3	LOTE – Spanish (1-12)

News & Events



Adam J. Bennett
August Board Meeting
August 16, 2021

School News

Thursday, August 12, 2021 was **#LDISD1stDay21** of school. Even with some construction challenges, our principals and staff made it a special day for each our learners. With over 3,980 students enrolled, LDISD will continue to place everyone at LDISD **#FalconsFirst**. Great things are happening and more exciting things are to come at LDISD.





LAKE DALLAS

ELEMENTARY SCHOOL

#LDISD1stDay21





CORINTH

ELEMENTARY SCHOOL

#LDISD1stDay21

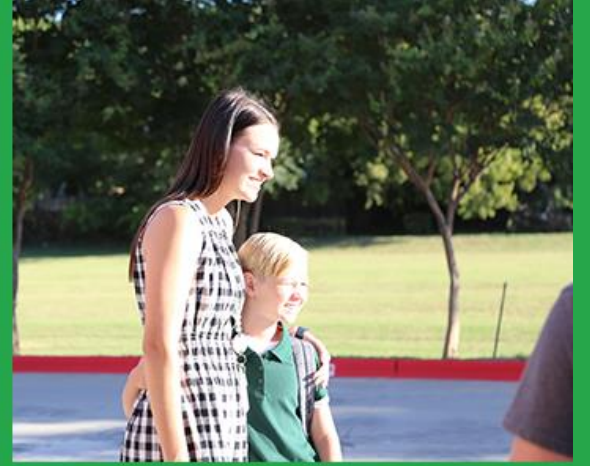




SHADY SHORES

ELEMENTARY SCHOOL
#LDISD1stDay21





LAKE DALLAS

MIDDLE SCHOOL

#LDISD1stDay21





LAKE DALLAS

HIGH SCHOOL
#LDISD1stDay21



Upcoming Events

- **Aug. 18:** Open House - **High School** (6-8 p.m.)
- **Sept. 6:** School Holiday
- **Sept. 7:** Staff Development (Student Holiday)
- **Sept. 17:** Donuts With Dad - **SSE** (7:25-8:30 a.m.)



Athletic Events

Varsity home or district championship events for next two weeks listed only.

- **Aug, 17:** Volleyball vs. Krum
- **Aug. 19:** Football vs. Azle
- **Aug. 20-21:** Volleyball @ Berkner Tournament
- **Aug. 24:** Volleyball vs. Kennedale
- **Aug. 26:** Cross Country @ Denton Ryan Gingerbread Jamboree
- **Aug. 27:** Football @ Denton High
- **Aug. 27-28:** Volleyball @ Argyle Tournament





LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

Small School Atmosphere, Big School Opportunities