

Board Workshop
Monday, August 8, 2022 5:00 PM

Carrie L. Lovejoy Child Development Center:
Library
256 Country Club Road
Allen, TX 75002

Agenda

1. Call to Order
Presenter: Barrett Owens, President
2. Closed Session, Gov't. Code 551.071-551.084. The Board May Retire into Closed Session in Accordance with the Texas Open Meetings Act
Presenter: Barrett Owens, President
 - 2.A. 551-071 For the purpose of a private consultation with its attorney only when it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings.
 - 2.B. 551-072 For the purpose of deliberating the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the District in negotiations with a third person.
 - 2.C. 551-073 For the purpose of deliberating a negotiated contract for a prospective gift donation to the District if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person.
 - 2.D. 551-074 For the purpose of deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee. However, the Board may not conduct a closed meeting for these purposes if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
 - 2.D.1. Evaluation of employees.
 - 2.D.2. Pursuant to Texas Government Code Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
 1. Deliberation regarding the issuance of a written complaint in accordance with TEC §21.105(c)(2) and 19 TAC 249.14(j) with a finding that good cause did not exist for Jessica Tolibas Hoogendoorn to abandon her employment contract and report the teacher to the State Board for Educator Certification.
 - 2.E. 551-076 For the purpose of deliberating the deployment, or specific occasions for implementation, of security personnel, devices or security audits.
 - 2.F. 551-082 For the purpose of deliberating in a case involving discipline of a public school child, or in which a complaint or charge is brought against a District employee by another employee and the complaint or charge directly results in the need for a hearing. However, the Board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing.

- 2.G. 551-0821 For the purpose of deliberating a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation. This exception does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age.
- 2.H. 551-083 For the purpose of discussing or deliberating the standards, guidelines, terms or conditions the Board will follow, or will instruct its representative to follow, in consultation with representatives of employee groups.
- 2.I. 551-084 For the purpose of excluding a witness from a hearing during the examination of another witness.
- 3. Return to Open Meeting for Action, If Necessary, On Matters Discussed In Closed Session
Presenter: Barrett Owens, President
- 4. Opening Exercise
Presenter: Barrett Owens, President
- 4.A. Roll Call
Presenter: Barrett Owens, President
- 5. Recognitions: Introduction of New Hires
Presenter: Anna Koenig, Executive Director of Human Resources and Communications



LOVEJOY
INDEPENDENT SCHOOL DISTRICT
EST. 1917

Lovejoy Independent School District Board of Trustees

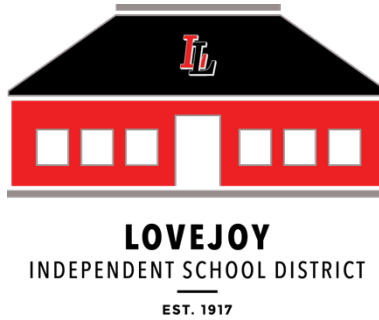
Date of Meeting	August 8, 2022
Document Title	Introduction of New Hire(s)
Presented For	<input type="checkbox"/> Board Action <input checked="" type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Anna Koenig, Executive Director of Human Resources and Communications
Executive Summary	
Administrators will welcome new hire(s) to Lovejoy.	
Fiscal Implications	
n/a	
Administrator Recommendation	
n/a	
Board Priority	
Priority 2 Lovejoy ISD will continue to strive to be recognized as the employer of choice for educators who believe districts should be defined by a culture of superior work ethic, mission-driven behavior, continuous improvement, growth mindset, and positive relationships with students, parents, and colleagues. Lovejoy ISD team members will exemplify our Educator Profile and align their actions with our Core Values.	

August 8, 2022 New Hire Introductions

Name of Teacher	Campus	Position	Board Introduction	Silver Star
Nicole Copeland	HES	Kindergarten Teacher	Wendy Craft	Yes
Emilee Gant	HES	Kindergarten Teacher	Wendy Craft	Yes
Rebecca Lacy	HES	Art Teacher	Fela Mathy	No
Brooke Grall	PES	Music Teacher	Fela Mathy	No
Alisha Gibson	SCIS	Art Teacher	Fela Mathy	No
Cynthia Tucker	SCIS	Band Director	Fela Mathy	No
Patrick Hayes	WSMS	Choir Director	Fela Mathy	No
Nickolas Mann	WSMS	Theatre Teacher	Fela Mathy	No
Kelly Martin	LHS	Choir Director	Fela Mathy	No
Jay Bolinger	SCIS	PE Teacher/Coach	Chris Ross	No
James Boyd	WSMS	English Teacher/Coach	Chris Ross	No
Christine Clewell	WSMS	English Teacher/Coach	Chris Ross	No
Taylor Davis	WSMS	Social Studies Teacher/Coach	Chris Ross	No
Aubrey Lyon	WSMS	Math Teacher/Coach	Chris Ross	No
Joey Miller	WSMS	Tech Apps Teacher/Coach	Chris Ross	No
Brett Whitehead	WSMS	Science Teacher/Coach	Chris Ross	No
Sarah Caban	LHS	English Teacher/Speech/Coach	Chris Ross	No
Mikel Collins	LHS	Business Teacher/Coach	Chris Ross	No
Brooke Donovan	LHS	Science Teacher/Coach	Chris Ross	No
Travis Hallam	LHS	Math Teacher/Head Girls Basketball Coach	Chris Ross	No
Tasha Hallam	LHS	English Teacher/Coach	Chris Ross	No
Caleb Reynolds	LHS	Science Teacher/Coach	Chris Ross	No
Ashtyn Richey	LHS	History Teacher/Coach	Chris Ross	No
Brad Wikse	LHS	Tennis Coach	Chris Ross	No

6. Public Comments Related to August 8, 2022 Agenda Items

Presenter: Rodricka Taylor, Coordinator for the Superintendent and Board Services



Public Comment Procedures

Workshops and Special Meetings

Submitting for Public Comment

Any individual seeking to speak during the public comment session of a workshop or special meeting must complete and submit the public comment card by no later than 15 minutes prior to the designated start time provided on the meeting notice.

Public comment cards must be completed in their entirety with accurate and truthful information and must designate the specific agenda item.

The Board will provide speakers that submit a public comment card on an agenda item the opportunity to speak prior to the Board's consideration of the item in the order in which they were received.

Public comment cards are only applicable to the meeting in which they are completed and submitted by the established deadline.

Each individual gets one opportunity per meeting to share their comments with the Board of Trustees, not multiple opportunities per individual agenda items.

If a speaker is not present when his/her name is called, the speaker forfeits the opportunity to speak at that meeting.

The comments made by speakers at public comment reflect the opinions solely of the speaker and not the Board of Trustees as a governing body or the District.

Order of Agenda and Limitations

The Board reserves the right to change the order of the agenda items on the notice of meeting and / or defer agenda items until a later date.

Each speaker will be provided up to three minutes to address the Board of Trustees unless more than 10 speakers sign up to speak, in which case, the presiding officer reserves the right to reduce the time allotted to each speaker to no less than one minute per speaker. (Board Policy BED (LOCAL)).

If at any time, in the opinion of the presiding officer, the individual speaker is attempting to address a non-agenda item in the agenda item public comment period, the presiding officer or designee may stop the speaker.

Disruptive Behavior

Disruptive behavior will not be tolerated in the meeting. If after the provision of a single warning, the disruptive behavior continues, the disruptive individual may be escorted out of the meeting by District officials and/or law enforcement.

It is a criminal offense for a person, with intent to prevent or disrupt a lawful meeting, to substantially obstruct or interfere with the ordinary conduct of a meeting by physical action or verbal utterance.

Conduct defined by Texas Penal Code §42.01 and Board Policies BED (LEGAL) and BED (LOCAL).

Failure to yield the podium at the conclusion of the time allotted to a speaker at public comment constitutes a disruption and will be addressed accordingly.

Comments made to the Board of Trustees by meeting attendees and/or speakers outside of the designated public comment periods during a meeting constitute a disruption.

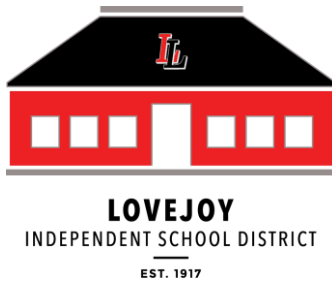
Board's Response to Public Comment

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting. The Board may also refer a speaker to a staff member in authority over the issue.

For specific complaints or concerns, speakers are encouraged to utilize the District's appropriate grievance procedures and policies set forth in Board Policies FNG (LOCAL), DGBA (LOCAL), and GF (LOCAL).

Statement of Non-Discrimination

The Board does not discriminate against speech on the basis of viewpoint.



School Board Public Comments Sign In August 8, 2022

The Board of Trustees encourages public comment. All public comment at a meeting other than a regularly scheduled meeting should be limited to agenda items posted for the meeting. By signing up to provide public comment at a Board meeting, you are acknowledging and accepting the procedures for public comment available online at lovejoyisd.net.

Any individual seeking to speak during the public comment session of a regular board meeting must complete and submit the public comment card by no later than 15 minutes prior to the designated start time provided on the meeting notice. Public comment cards must be completed in their entirety with accurate and truthful information and must designate whether the speaker is speaking on a specific agenda item. Failure to designate an agenda item relevant to the speaker's comments will result in the classification of the public comment as a non-agenda item comment, to be heard at a later time in the meeting. Public comment cards are only applicable to the meeting in which they are completed and submitted by the established deadline.

Each individual will have one opportunity per meeting to share their comments with the Board of Trustees, not multiple opportunities per individual agenda items. If a speaker is not present when his/her name is called, the speaker forfeits the opportunity to speak at that meeting. All speakers will be limited to no more than three minutes. The presiding officer reserves the right to reduce the number of minutes per speaker to no less than one minute per speaker in order to maintain effective meeting management. The speakers will be recognized in the order in which each person signs up. If there are more speakers than time allotted for public comment, the amount of time per speaker may be reduced, as determined appropriate by the Board of Trustees. If time does not allow for you to speak at public comment, the Board of Trustees may allot additional time for public comment or defer specific agenda items for review at a subsequent meeting in an effort to allow more public comment, as determined necessary by the Board. This public comment card will not be maintained from one meeting to the next and is only applicable to the meeting on the date in which it was submitted.

If you have a specific concern related to an employee of the District or a specific student issue, you are encouraged to utilize the District's grievance procedures provided in Board Policies DGBA (LOCAL), FNG (LOCAL), and GF (LOCAL) or applicable grievance process. Each grievance procedure allows for an individual to redress grievances with the Board of Trustees. All relevant policies are available online at lovejoyisd.net.

Disruptive behavior will not be tolerated in the meeting. If after the provision of a single warning, the disruptive behavior continues, the disruptive individual may be escorted out of the meeting by District officials and/or law enforcement. It is a criminal offense for a person, with intent to prevent or disrupt a lawful meeting, to substantially obstruct or interfere with the ordinary conduct of a meeting by physical action or verbal utterance.

The Board of Trustees appreciates your active participation in the school district.

***I wish to address the Board about an agenda item on the August 8, 2022 agenda.**

I wish to speak about agenda item #_____ which is titled:

***I wish to participate in the open forum by speaking about the following topic:**

First and Last Name:

Address:

Phone:

Organization (if applicable):

7. Consideration and Possible Action to Approve Recommendation to Issue a Finding in Accordance with TEC §21.105(c)(2) and 19 TAC 249.14(5) that Good Cause did not Exist for Jessica Tolibas Hoogendoorn to Abandon her Employment Contract and Report the Teacher to the State Board for Educator Certification

Presenter: Anna Koenig, Executive Director of Human Resources and Communications



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Lovejoy Independent School District Board of Trustees

Date of Meeting	August 8, 2022
Document Title	Recommendation to issue a finding in accordance with TEC §21.105(c)(2) and 19 TAC 249.14(5)
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input checked="" type="checkbox"/> None <input type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Anna Koenig, Executive Director of Human Resources and Communications



Executive Summary

Consider and take possible action to approve recommendation to issue a finding in accordance with Texas Education Code 21.105(c)(2) and 19 TAC 249.14(5) that good cause did not exist for Jessica Tolibas Hoogendoorn to abandon her employment contract and report the teacher to the State Board for Educator Certification.

Fiscal Implications

N/A

Administrator Recommendation

The administration recommends that the superintendent or her designee submit a written complaint to the State Board of Educator Certification (SBEC) with a finding that good cause did not exist for the teacher to abandon her contract according to TEC section 21.105(c)(2) with Lovejoy ISD.

Board Priority

Priority 1

Lovejoy ISD will continue to demonstrate growth in student academic achievement as evidenced by a broad range of academic measures appropriate for the elementary, intermediate, middle, and high school levels. The Lovejoy ISD Graduate Profile (Intellectually Equipped, Open

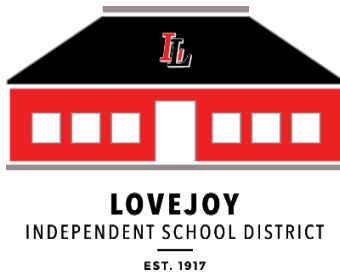
to the Challenges of Learning, Well-Rounded, Engaged in a Healthy Lifestyle, Fair and Respectful of Others, Works for Justice in the Community) will become a prevalent part of all students' pursuits. Students will personify the Graduate Profile by experiencing challenging and engaging learning. Research-based instructional strategies will be strategically partnered with innovation. Profound learning will develop key skills essential to thriving now and in the future. Technology will be leveraged to enhance individualization, deepen learning, and prepare students for an increasingly technology-driven workforce.

Priority 2

Lovejoy ISD will continue to strive to be recognized as the employer of choice for educators who believe districts should be defined by a culture of superior work ethic, mission-driven behavior, continuous improvement, growth mindset, and positive relationships with students, parents, and colleagues. Lovejoy ISD team members will exemplify our Educator Profile and align their actions with our Core Values.

8. Consider and Act on 2022-2023 Teacher Appraisal Calendar

Presenter: Anna Koenig, Executive Director of Human Resources and Communications



Lovejoy Independent School District Board of Trustees

Date of Meeting	August 8, 2022
Document Title	Appraisal Calendar
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Anna Koenig, Executive Director of Human Resources and Communications
Executive Summary	
Approval of Teacher Appraisal Calendar for the 2022-2023 school year.	
Fiscal Implications	
N/A.	
Administrator Recommendation	
The administration recommends approval of the 2022-2023 Teacher Appraisal Calendar.	
Board Priority	
<p>Priority 1</p> <p>Lovejoy ISD will continue to demonstrate growth in student academic achievement as evidenced by a broad range of academic measures appropriate for the elementary, intermediate, middle, and high school levels. The Lovejoy ISD Graduate Profile (Intellectually Equipped, Open to the Challenges of Learning, Well-Rounded, Engaged in a Healthy Lifestyle, Fair and Respectful of Others, Works for Justice in the Community) will become a prevalent part of all students' pursuits. Students will personify the Graduate Profile by experiencing challenging and engaging learning. Research-based instructional strategies will be strategically partnered with innovation. Profound learning will develop key skills essential to thriving now and in the</p>	

future. Technology will be leveraged to enhance individualization, deepen learning, and prepare students for an increasingly technology-driven workforce.

Priority 2

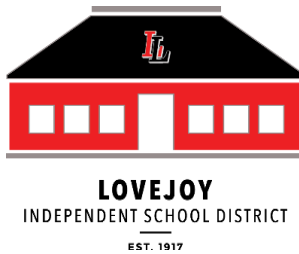
Lovejoy ISD will continue to strive to be recognized as the employer of choice for educators who believe districts should be defined by a culture of superior work ethic, mission-driven behavior, continuous improvement, growth mindset, and positive relationships with students, parents, and colleagues. Lovejoy ISD team members will exemplify our Educator Profile and align their actions with our Core Values.

Appraisal Calendar 2022-2023

Dates	Notes on Appraisals
By September 7, 2022	New Teacher Orientation and update for all returning staff.
Observations to begin no sooner than September 7, 2022	Exclude observations the first three weeks of instruction. Staff may be observed on days before or after a school holiday.
September 23, 2022	Steps 1, 2, and 3 of Student Learning Objective to be completed by Teachers. Appraisers should review and coach as needed.
September 30, 2022	Campus SLO list to be turned in to Human Resources & C&I for review. Returned with feedback by October 11, 2022
October 14, 2022	Teachers complete SLO monitoring growth tracker and turn in to Appraiser for review.
May 4, 2023	Deadline for contract discussions for nonrenewal or termination.
May 4, 2023	Deadline to have summative conferences completed.
Varies by campus	No formal observations on days scheduled for end-of-semester or end-of-year examinations.
Varies by campus	No formal observations on days scheduled for STAAR or other standardized tests.

9. Presentation on Finance and Tax Rate Update

Presenter: Dr. Jennifer DuPlessis, Assistant Superintendent of Finance and Operations



Lovejoy Independent School District Board of Trustees

Date of Meeting	August 8, 2022
Document Title	Adoption of 2022 Tax Rate
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Jennifer DuPlessis, Ph.D. Assistant Superintendent of Finance & Operations

Executive Summary

The school board received a proposed tax rate and met all publishing and hearing requirements for the proposed tax rate and subsequent budget adoption in June. Now that certified values are available from the appraisal district, the Board must adopt the final tax rate based on the updated information on certified values from the tax assessor and final compression percentage provided by the state. While this does impact ongoing budgeting of local tax collections and the balancing state aid, it does not impact the adopted budget by fund and function.

The final tax rate is less than the previously published tax rate (\$1.5367), as expected, so no additional publication is required. The proposed resolution sets the tax rate at a total of \$1.4746, which is comprised of:

Maintenance and Operations (M&O) tax rate of \$ 0.9746
Interest and Sinking (I&S) tax rate of \$.5000

Even though this an actual drop of the total tax rate from \$1.5050 last year to \$1.4746 (a reduction of 3.04 pennies) and is lower than the Rate-to-Maintain, which takes into account changes in recapture, student population, and the state funding formula, the final tax rate of \$1.4746 does exceed the calculated No-New-Revenue Tax Rate, which is the tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years as a result of the certified values, without

respect to how much funding we receive per the state funding formula for schools.

Therefore, any motion to adopt must use the following language: **“I move that the property tax rate be increased by the adoption of a tax rate of \$1.4746, which is effectively a 13.32% increase in the tax rate.”** **Similar language is also required in the ordinance for board signature.**

Fiscal Implications

Tax rate reduction to taxpayers; budget will be updated with no net effect.

Administrator Recommendation

It is the recommendation of the Administration that the Board of Trustees adopt the tax rate and execute the ordinance setting the tax rate for tax year 2022.

MOTION

I move that the property tax rate be increased by the adoption of a tax rate of \$1.474600, which is effectively a 13.32% increase in the tax rate and that the accompanying ordinance be passed and adopted by the Board of Trustees.

The attached Ordinance must then be read in full before a second is made.

Board Priority

Priority 4

Lovejoy ISD will develop stronger community connections and confidence through effective communication with both internal and external stakeholders.

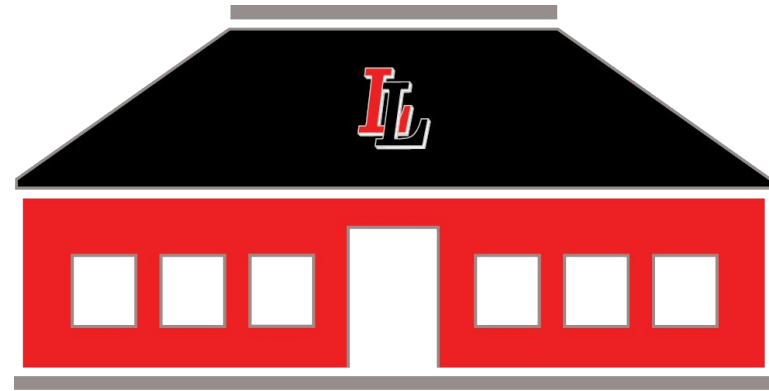
Finance & Tax Rate Update

JENNIFER DUPLESSIS, PH.D.

ASSISTANT SUPERINTENDENT OF FINANCE &
OPERATIONS

AUGUST 8, 2022

BOARD WORKSHOP



LOVEJOY
INDEPENDENT SCHOOL DISTRICT

EST. 1917

Lovejoy Independent School District

Commitments

Mission: To propel every person to personal excellence.

Legacy of Excellence

- We will build upon Lovejoy ISD's legacy of excellence through a shared commitment to our mission and core values.
- We will maintain high expectations and leverage the collective impact of the Lovejoy ISD community for achievement of outcomes on behalf of students.
- Lovejoy ISD traditions will enable us to honor the past, celebrate the present, and provide a continuing legacy for the future.
- The Lovejoy Experience will prioritize community and connection.
#LivingLovejoy



Future Ready Students

- Students will personify the graduate profile by experiencing challenging and engaging learning.
- Research-based instructional strategies will be strategically partnered with innovation.
- Profound learning will develop key skills essential to thriving now and in the future.
- Technology will be leveraged to enhance individualization, deepen learning, and prepare students for an increasingly technology-driven workforce.



Financial Sustainability

- Lovejoy ISD will establish a plan for short and long-term financial sustainability.
- We will strategically balance financial decision-making with Lovejoy ISD's mission and commitment to the Lovejoy Experience.
- A financial assessment, identification of priorities, and intentional decision-making process will support proactive, strategic financial planning.
- Transparency and stakeholder involvement will be prioritized. Zero-based budgeting will be utilized.



Financial Projections



6-Year Financial Baseline (excluding Student Nutrition)

Base Draft Projection as of 6/16/2022

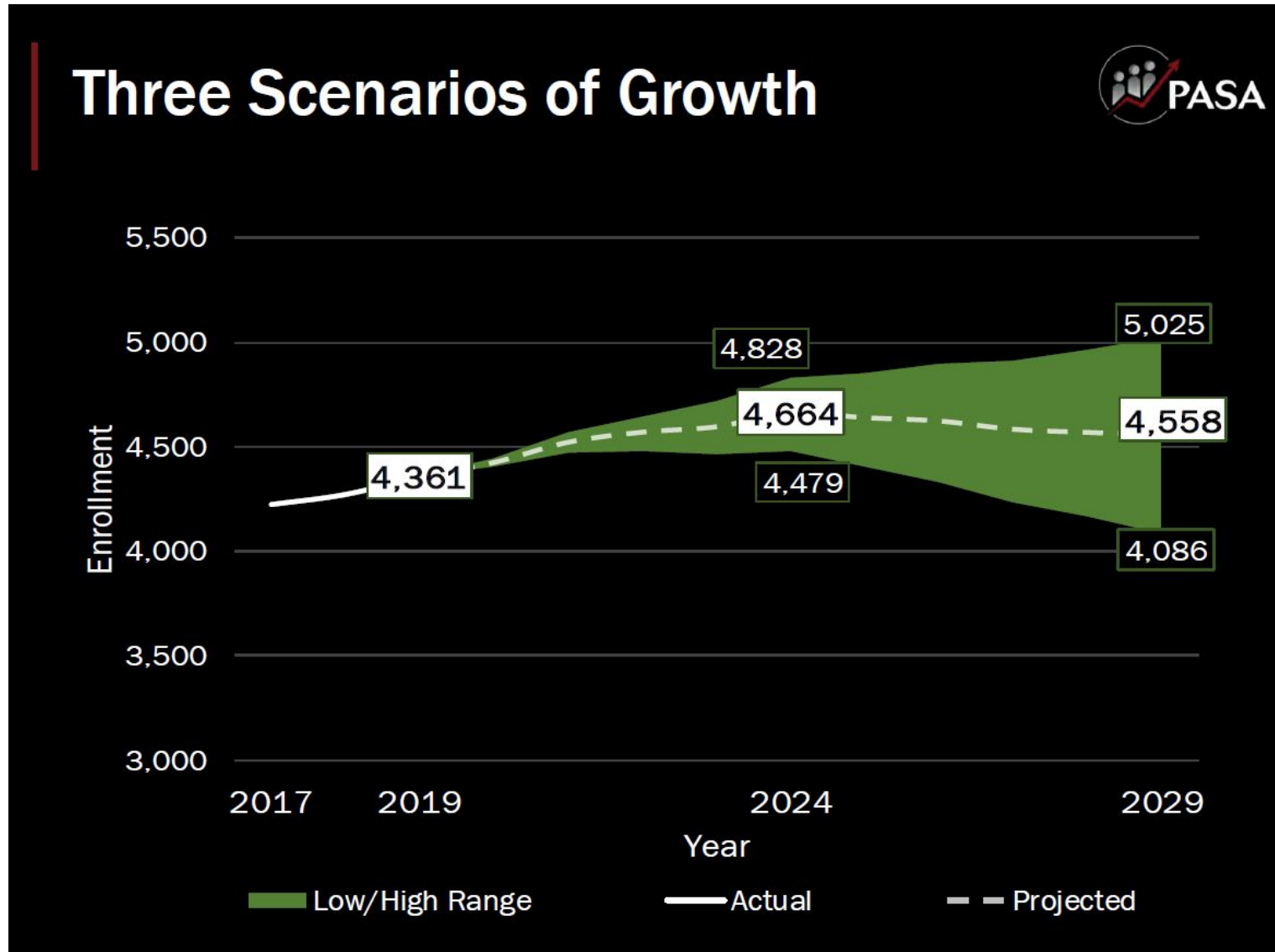
	FINAL ACTUAL		PROJECTED BUDGETS			
	FY21	FY22	FY23	FY24	FY25	FY26
Student Enrollment	4,206	4,343	4,210	4,181	4,206	4,179
Increase/(Decrease)		137	(133)	(29)	25	(27)
Average Daily Attendance (ADA) (Actual, '20-'21 HH was 4,257)	4,041	4,084	4,020	4,013	4,037	4,012
Attendance Rate	96.0%	94.0%	95.5%	96.0%	96.0%	96.0%
State Certified Property Value ("T2" value) @ \$40K Exemption	\$ 2,880,725,454	\$ 3,099,539,061	\$ 3,548,972,225	\$ 3,832,890,003	\$ 4,139,521,203	\$ 4,470,682,899
% Increase Property Value	3.1%	7.6%	14.5%	8.0%	8.0%	8.0%
% Increase in Tax Collections		3.2%	7.3%	5.6%	5.6%	5.7%
Maintenance & Operations (M&O) Tax Rate	\$ 1.0547	\$ 1.0050	\$ 0.9429	\$ 0.9285	\$ 0.9144	\$ 0.9006
Interest & Sinking (I&S) Tax Rate	\$ 0.5000	\$ 0.5000	\$ 0.5000	\$ 0.5000	\$ 0.5000	\$ 0.5000
Total Tax Rate	\$ 1.5547	\$ 1.5050	\$ 1.4429	\$ 1.4285	\$ 1.4144	\$ 1.4006
Excess Revenue (Recapture)	\$ 248,599	\$ 364,804	\$ 663,912	\$ 2,288,614	\$ 4,278,627	\$ 6,431,999
Total Revenue/Other Resources	\$ 41,874,271	\$ 43,002,177	\$ 42,484,137	\$ 43,368,695	\$ 45,092,549	\$ 46,973,799
Total Expenditures/Other Uses	\$ 42,386,677	\$ 41,195,631	\$ 40,998,797	\$ 43,413,222	\$ 46,138,105	\$ 49,111,307
Net Surplus/(Deficit)	\$ (512,406)	\$ 1,806,546	\$ 1,485,340	\$ (44,527)	\$ (1,045,556)	\$ (2,137,508)
Beginning Fund Balance	\$ 9,152,348	\$ 8,639,942	\$ 10,446,488	\$ 11,931,828	\$ 11,887,301	\$ 10,841,746
Prior Period Adjustments						
Ending Fund Balance	\$ 8,639,942	\$ 10,446,488	\$ 11,931,828	\$ 11,887,301	\$ 10,841,746	\$ 8,704,238
Day of Operating Expenses in Fund Balance	74	93	106	100	86	65
Rev Inc/Exp dec to get to 75 Days of Op Ex in Fund Balance	\$ (69,649)	\$ -	\$ -	\$ -	\$ -	\$ (1,387,127)
Rev Inc/Exp dec to get to 90 Days of Op Ex in Fund Balance	\$ (1,811,567)	\$ -	\$ -	\$ -	\$ (534,773)	\$ (3,405,400)
Rev Inc/Exp dec to get to 120 Days of Op Ex in Fund Balance	\$ (5,295,404)	\$ (3,097,281)	\$ (1,547,228)	\$ (2,385,539)	\$ (4,326,946)	\$ (7,441,946)

6-Year Financial Baseline with VATRE (excluding Student Nutrition)

VATRE Draft Projection as of 6/16/2022

	FINAL ACTUAL		PROJECTED BUDGETS			
	FY21	FY22	FY23	FY24	FY25	FY26
Student Enrollment	4,206	4,343	4,210	4,181	4,206	4,179
Increase/(Decrease)		137	(133)	(29)	25	(27)
Average Daily Attendance (ADA) (Actual, '20-'21 HH was 4,257)	4,041	4,084	4,020	4,013	4,037	4,012
Attendance Rate	96.0%	94.0%	95.5%	96.0%	96.0%	96.0%
State Certified Property Value ("T2" value) @ \$40K Exemption	\$ 2,880,725,454	\$ 3,099,539,061	\$ 3,548,972,225	\$ 3,832,890,003	\$ 4,139,521,203	\$ 4,470,682,899
% Increase Property Value	3.1%	7.6%	14.5%	8.0%	8.0%	8.0%
% Increase in Tax Collections		3.2%	10.3%	5.7%	5.7%	5.7%
Maintenance & Operations (M&O) Tax Rate	\$ 1.0547	\$ 1.0050	\$ 0.9746	\$ 0.9602	\$ 0.9461	\$ 0.9323
Interest & Sinking (I&S) Tax Rate	\$ 0.5000	\$ 0.5000	\$ 0.5000	\$ 0.5000	\$ 0.5000	\$ 0.5000
Total Tax Rate	\$ 1.5547	\$ 1.5050	\$ 1.4746	\$ 1.4602	\$ 1.4461	\$ 1.4323
Excess Revenue (Recapture)	\$ 248,599	\$ 364,804	\$ 1,014,579	\$ 2,725,562	\$ 4,803,808	\$ 7,064,458
Total Revenue/Other Resources	\$ 41,874,271	\$ 43,002,177	\$ 43,417,483	\$ 44,383,462	\$ 46,189,104	\$ 48,158,262
Total Expenditures/Other Uses	\$ 42,386,677	\$ 41,195,631	\$ 41,354,591	\$ 43,889,194	\$ 46,703,128	\$ 49,755,598
Net Surplus/(Deficit)	\$ (512,406)	\$ 1,806,546	\$ 2,062,892	\$ 494,267	\$ (514,024)	\$ (1,597,336)
Beginning Fund Balance	\$ 9,152,348	\$ 8,639,942	\$ 10,446,488	\$ 12,509,380	\$ 13,003,647	\$ 12,489,623
Prior Period Adjustments						
Ending Fund Balance	\$ 8,639,942	\$ 10,446,488	\$ 12,509,380	\$ 13,003,647	\$ 12,489,623	\$ 10,892,287
Day of Operating Expenses in Fund Balance	74	93	110	108	98	80
Rev Inc/Exp dec to get to 75 Days of Op Ex in Fund Balance	\$ (69,649)	\$ -	\$ -	\$ -	\$ -	\$ -
Rev Inc/Exp dec to get to 90 Days of Op Ex in Fund Balance	\$ (1,811,567)	\$ -	\$ -	\$ -	\$ -	\$ (1,376,217)
Rev Inc/Exp dec to get to 120 Days of Op Ex in Fund Balance	\$ (5,295,404)	\$ (3,097,281)	\$ (1,086,650)	\$ (1,425,677)	\$ (2,864,830)	\$ (5,465,718)

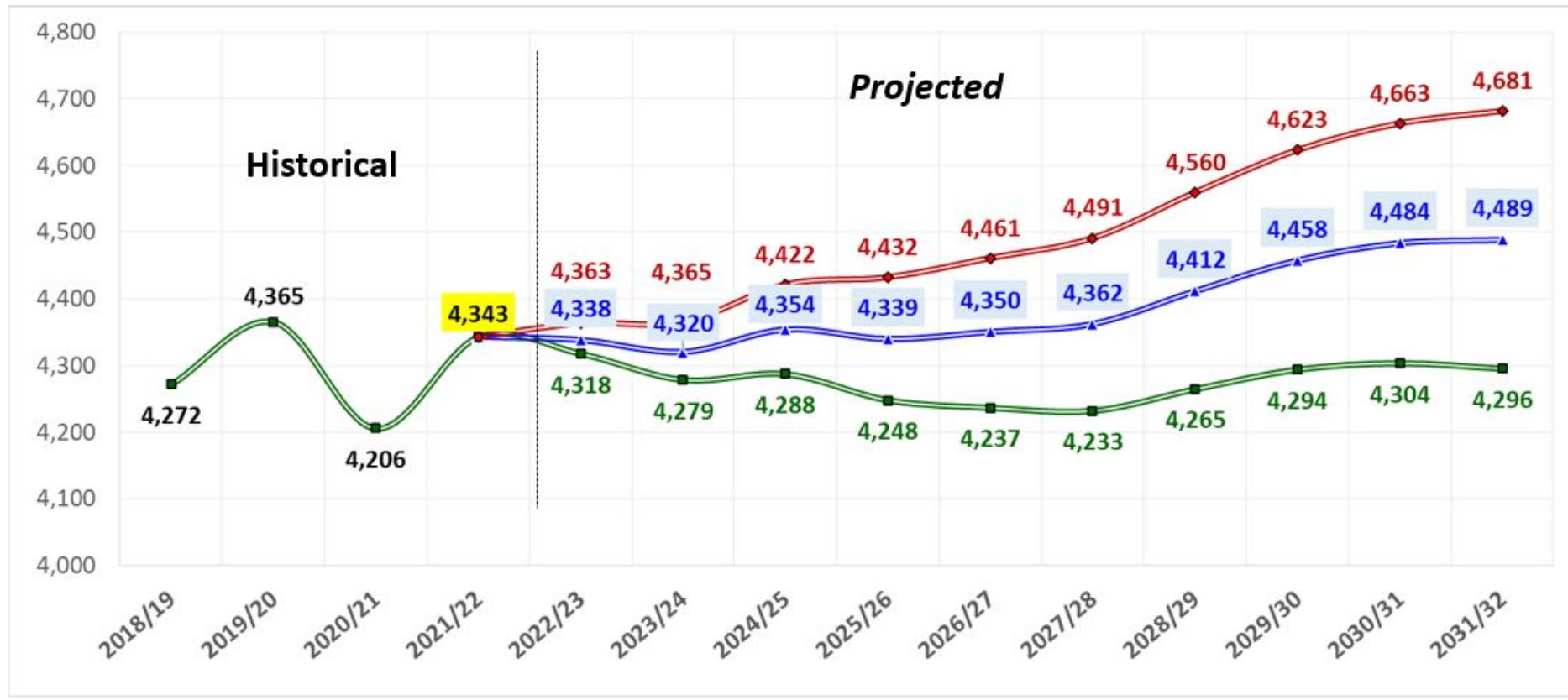
2020 Demographic Projection



2022 Demographic Projection



DISTRICT ENROLLMENT PROJECTIONS
RESIDENTS AND LOVEJOY SCHOLARS AT 300 STUDENTS



Financial Sustainability Measures



Prioritizing Financial Sustainability

Financial Sustainability Committee ●

- ◇ 40 Member, Stakeholder-Based
- ◇ Identification of 4 Focus Areas
- ◇ Development of Strategic Targets and Strategies

Zero-Based Budgeting ●

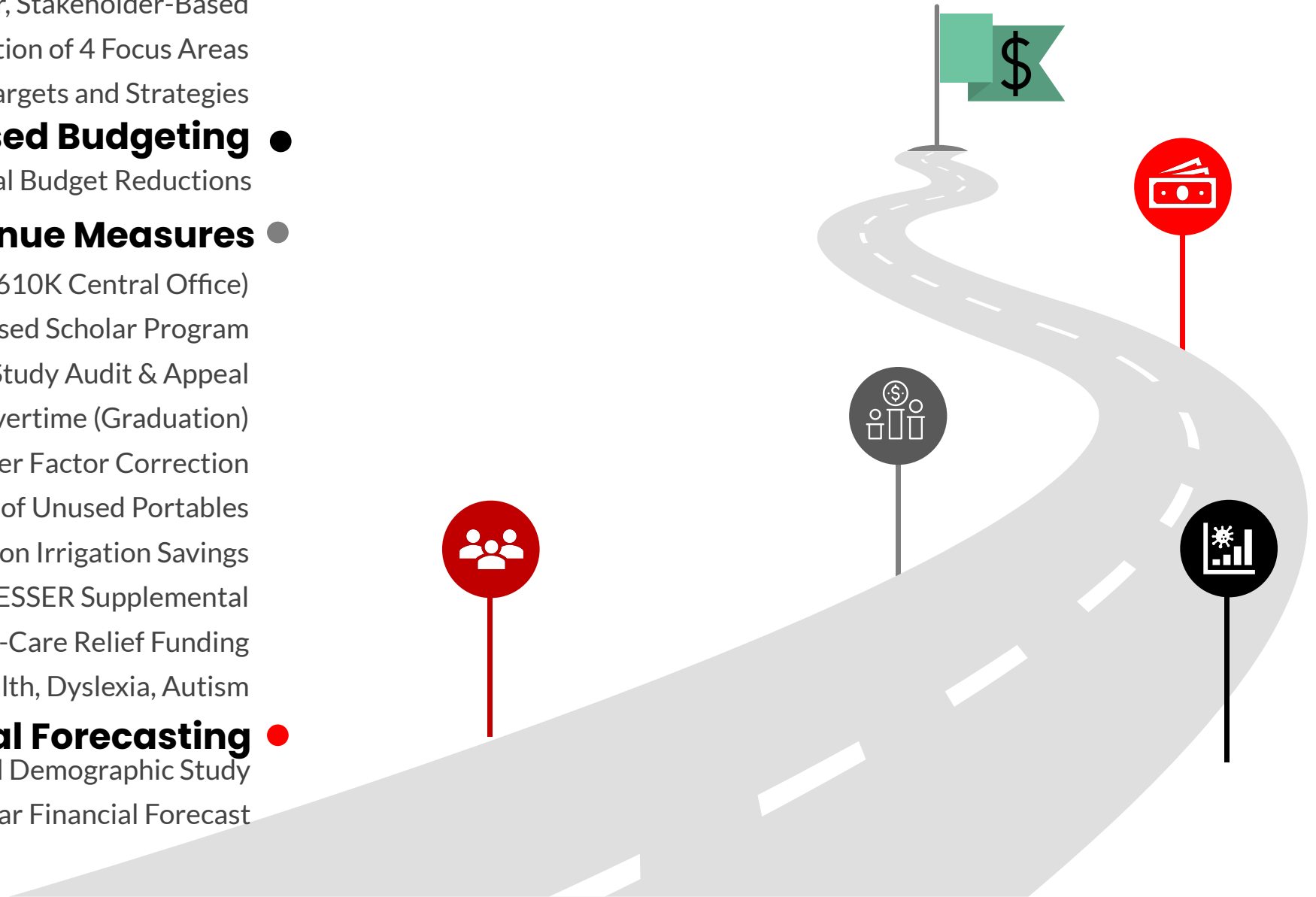
- ◇ \$300K in Additional Budget Reductions

Efficiency and Revenue Measures ●

- ◇ \$1.3 K - Staffing Efficiencies (\$610K Central Office)
- ◇ \$772K - Reinstated Tuition-Based Scholar Program
 - ◇ \$86K - Property Value Study Audit & Appeal
 - ◇ \$40K - Reduction in Overtime (Graduation)
 - ◇ \$12K - Power Factor Correction
 - ◇ \$87K - Sale of Unused Portables
 - ◇ \$38K - Turf Installation Irrigation Savings
 - ◇ \$2.2M - ESSER Supplemental
 - ◇ \$1.1M - Child-Care Relief Funding
- ◇ \$510 K - Other Grants: School Health, Dyslexia, Autism

Financial Forecasting ●

- Updated Demographic Study
- Development of 3-year Financial Forecast



Stakeholder-Based Financial Sustainability Committee

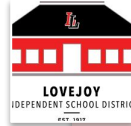


Areas of Recommendations



Revenue Generation

- Enrollment
- Demographic Projections and Capacity
- Lovejoy Scholars
- Attendance/ Incentives
- Tax Rate
- Capital Planning to Leverage Debt Service before M&O
- Review CTE Funding, Partnerships
- Donations/Foundation
- Collect Additional Student Fees
- Assess Assets Owned for Potential Sale – Land, Buses, etc.
- Seek Grants and Special Funding



Efficiency Measures

- Benchmark Expenditures
- Review of Largest Expenditures
- Staffing Efficiency
 - Master Schedules
 - Staff Ratios, Class Sizes, Waivers
- Ensure Proper Coding of Expenditures
- Zero-Based Budgeting
- Volunteer Instead of Staff
- Debt Service Plan to Shorten Maturities; Lower Ratios



Program Analysis

- Ensure program effectiveness for student achievement
- LCDC
- Athletics
- Student Nutrition
- Transportation
- Facility Use/Licensing
- Gifted and Talented
- Advanced Academics
- Safety and Security
- Special Education
- Fine Arts



Legacy of Excellence

- Staff Retention
- Teacher Qualifications
- Compensation Assessment
- Support Graduate Profile and Future Skills
- Ensure Continued Academic Excellence and well-functioning programs
- Ensure access to Technology
- Ensure viable, prioritized plan with 3 year forward projection





Financial Sustainability

Strategic Target 7.1	Lovejoy ISD will focus on generating revenue increases in order to achieve financial sustainability.	
	Strategy	Key Indicators
Strategy 7.1.1	Consider a VATRE as a means to facilitate financial sustainability.	Share analysis of VATRE impact as well as process and timeline Generate communication plan to be enacted if election is ordered
Strategy 7.1.2	Identify fees, donations, and attendance improvements to offset costs.	Generate list of recommendations/financial implications for consideration prior to June budget adoption (ongoing: 22/23, 23/24, etc.) Formation of stakeholder attendance task force
Strategy 7.1.3	Implement an aligned fundraising model to generate revenue in partnership with the Foundation, booster clubs, partnerships, etc.	Identify a group of key stakeholders Establish quarterly meetings(at a minimum) to develop and maintain the model



Financial Sustainability

Strategic Target 7.1

Lovejoy ISD will focus on generating revenue increases in order to achieve financial sustainability.

Strategy

Key Indicators

Strategy 7.1.1

Consider a VATRE as a means to facilitate financial sustainability.

Share analysis of VATRE impact as well as process and timeline

Generate communication plan to be enacted if election is ordered

Strategy 7.1.2

Identify fees, donations, and attendance improvements to reduce costs.

Generate list of recommendations/financial implications for consideration prior to June budget adoption (ongoing: 22/23, 23/24, etc.)

Formation of stakeholder attendance task force

Strategy 7.1.3

Implement an aligned fundraising model to generate revenue in partnership with the Foundation, booster clubs, partnerships, etc.

Identify a group of key stakeholders
Establish quarterly meetings (at a minimum) to develop and maintain the model

Financial Priorities



Financial Priorities



Teacher Pay Comparison

2022-2023 Teacher Pay Comparison - Ranked by Experience Groups

Organization	0-Year Salary
McKinney ISD	\$ 58,800
Carroll ISD	\$ 58,600
Coppell ISD	\$ 58,500
Wylie ISD-Collin County	\$ 58,330
Frisco ISD	\$ 58,250
Plano ISD* <i>only available</i>	\$ 58,250
Allen ISD	\$ 58,000
Highland Park ISD	\$ 56,000
Prosper ISD	\$ 55,800
Melissa ISD	\$ 54,500
Lovejoy ISD	\$ 53,717
Princeton ISD	\$ 52,000
Eanes ISD	\$ 50,212

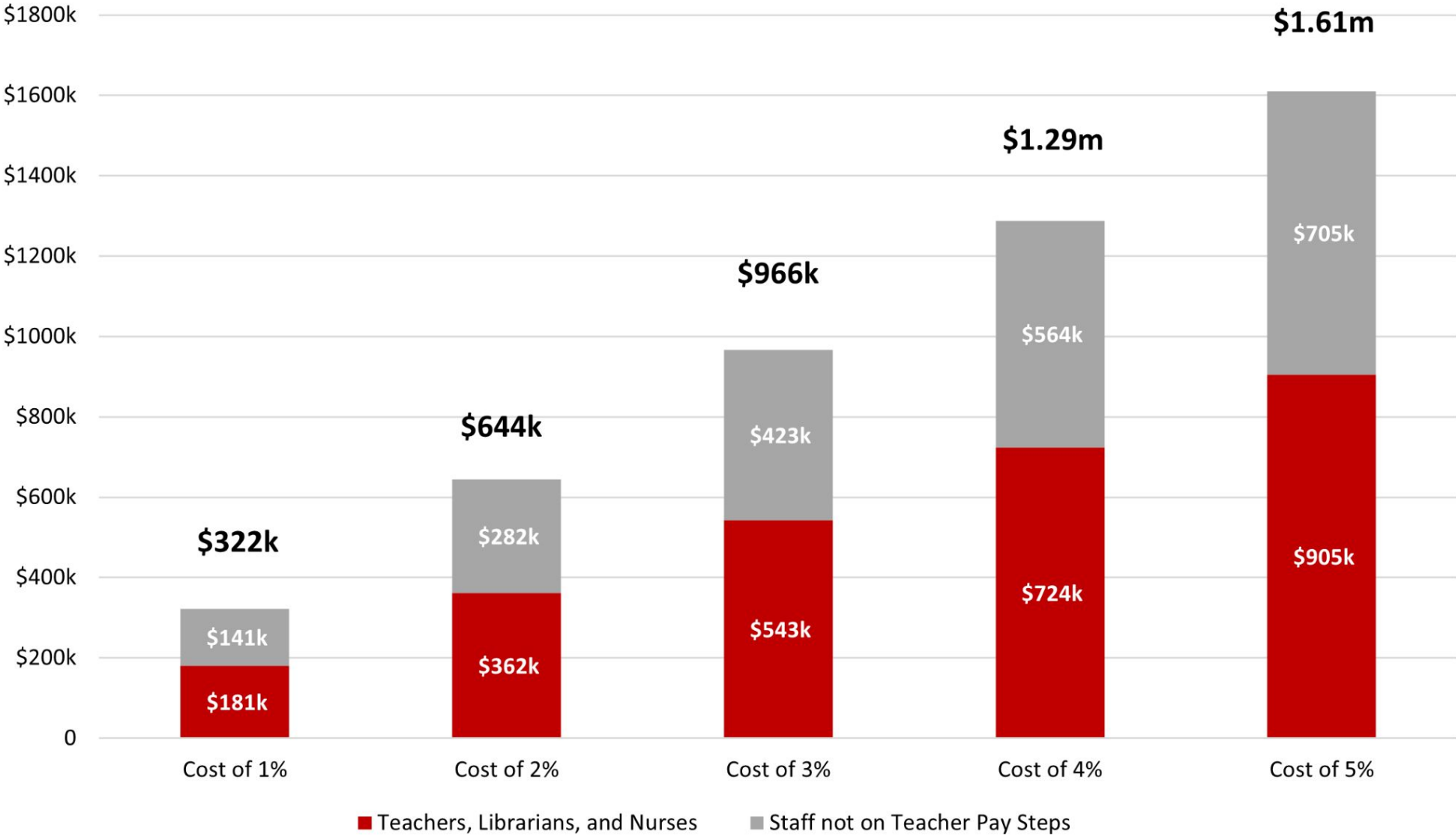
Organization	5-Year Salary
Frisco ISD	\$ 61,000
Wylie ISD-Collin County	\$ 60,935
Coppell ISD	\$ 60,920
Carroll ISD	\$ 60,327
McKinney ISD	\$ 60,300
Allen ISD	\$ 59,200
Melissa ISD	\$ 57,500
Prosper ISD	\$ 57,500
Highland Park ISD	\$ 57,041
Lovejoy ISD	\$ 55,792
Princeton ISD	\$ 54,600
Eanes ISD	\$ 50,912

Organization	10-Year Salary
Coppell ISD	\$ 65,814
Frisco ISD	\$ 63,750
Wylie ISD-Collin County	\$ 63,081
Allen ISD	\$ 62,856
McKinney ISD	\$ 62,500
Carroll ISD	\$ 61,967
Melissa ISD	\$ 60,000
Prosper ISD	\$ 60,000
Highland Park ISD	\$ 58,441
Lovejoy ISD	\$ 58,423
Princeton ISD	\$ 57,600
Eanes ISD	\$ 52,862

Organization	15-Year Salary
Coppell ISD	\$ 66,814
Frisco ISD	\$ 66,400
McKinney ISD	\$ 65,000
Wylie ISD-Collin County	\$ 64,613
Carroll ISD	\$ 64,300
Allen ISD	\$ 64,216
Melissa ISD	\$ 62,500
Prosper ISD	\$ 62,500
Princeton ISD	\$ 60,500
Lovejoy ISD	\$ 60,357
Highland Park ISD	\$ 59,941
Eanes ISD	\$ 55,312

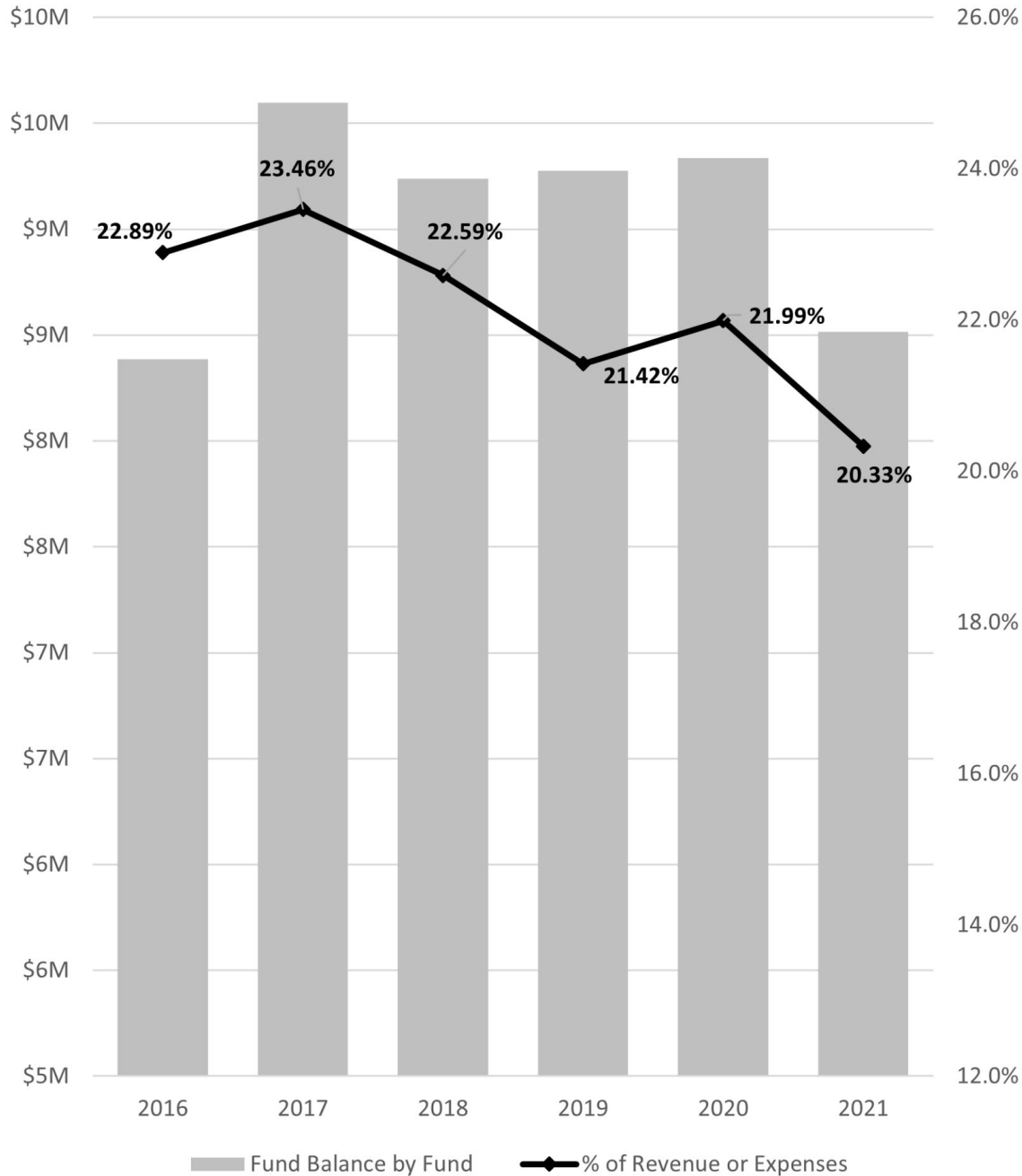
Organization	20-Year Salary
Frisco ISD	\$ 68,600
Coppell ISD	\$ 67,814
McKinney ISD	\$ 67,500
Prosper ISD	\$ 66,675
Carroll ISD	\$ 66,624
Wylie ISD-Collin County	\$ 66,163
Allen ISD	\$ 65,931
Melissa ISD	\$ 65,000
Princeton ISD	\$ 63,000
Lovejoy ISD	\$ 62,694
Highland Park ISD	\$ 61,841
Eanes ISD	\$ 58,452

Budget Impact of Increases for All Staff



Estimated District Benefit Cost: 10%

Fund Balance by Fund and Percentage



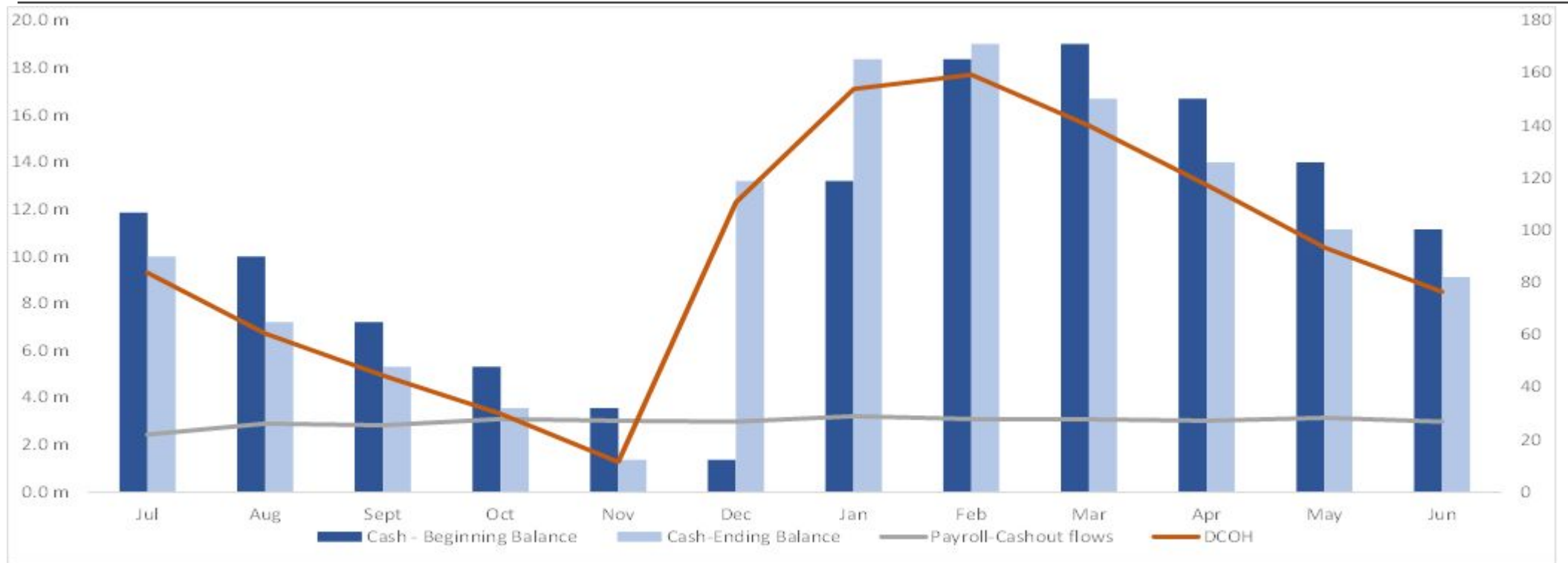
Fund Balance Trend

% of Revenues or Expenses reflects selected funds only, excluding "7900-7999" for revenue and "8900-8999" for expense

Source: Public Education Information Management System (PEIMS) budget and actual financial data from Texas Education Agency

Timing of Cash Flows/Importance of Fund Balance

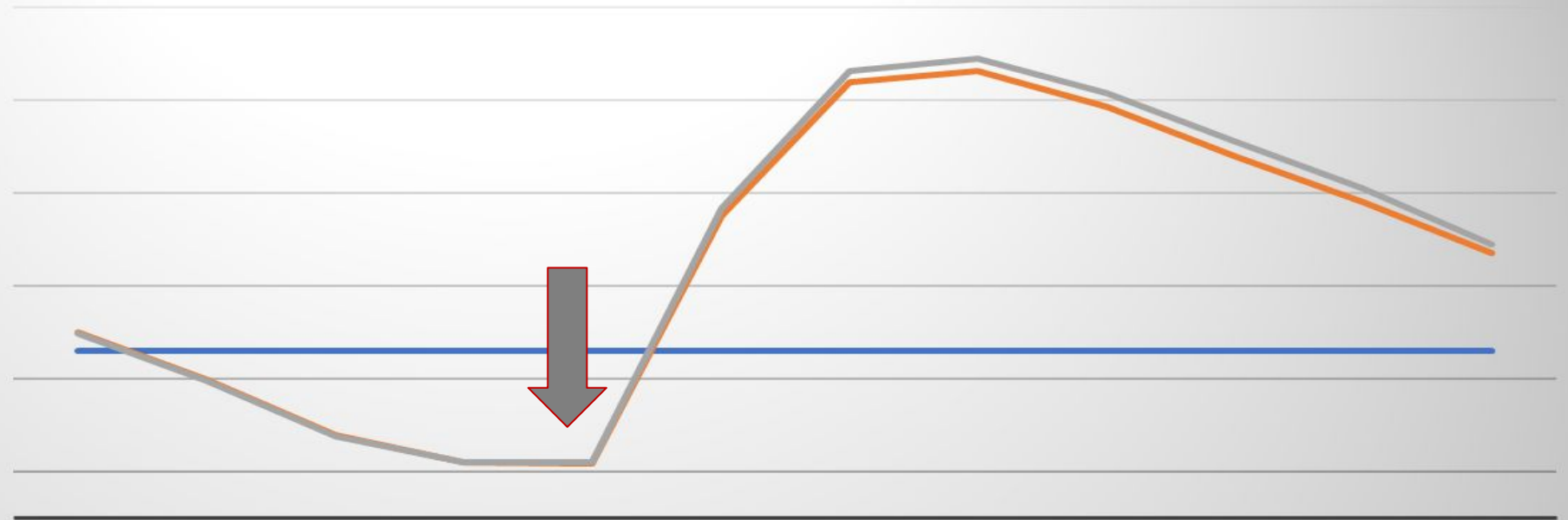
We will end the month of November with 11 days of General Fund Cash on Hand if we are unable to collect/deposit the remaining \$1.3m projected (in the month of November we have collected ~\$0.8m.)



The amount of money in a school district's fund balance fluctuates throughout the year, but 90 days of cash on hand is often used as a minimum standard.

22-23 Projected Cash Flow/Importance of Fund Balance

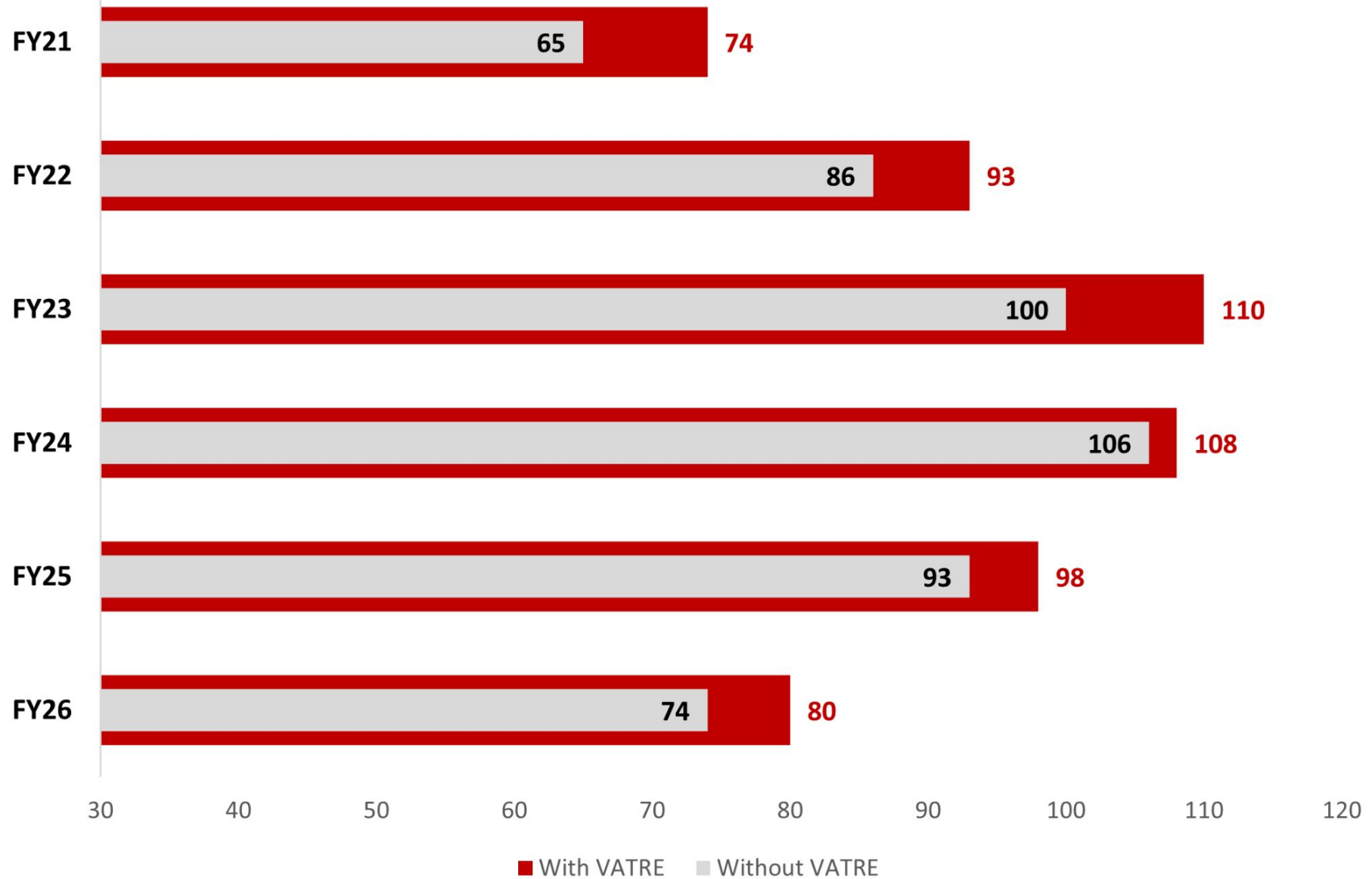
Having sufficient fund balance is important given the fluctuation of cash receipts due to timing of tax collections. November represents an extremely low level of cash on hand at our current fund balance levels.



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Days cash on hand - Recommended	90	90	90	90	90	90	90	90	90	90	90	90
— Days cash on hand - No VATRE	100	74	44	30	29	162	234	241	221	195	170	143
— Days cash on hand - VATRE	99	74	44	30	30	166	240	247	228	202	177	147

Projected Days of Operating Expense in Fund Balance

Without VATRE, days of operating expense in fund balance reaches 65 in FY26, requiring a loan for payroll.



Consideration of a VATRE

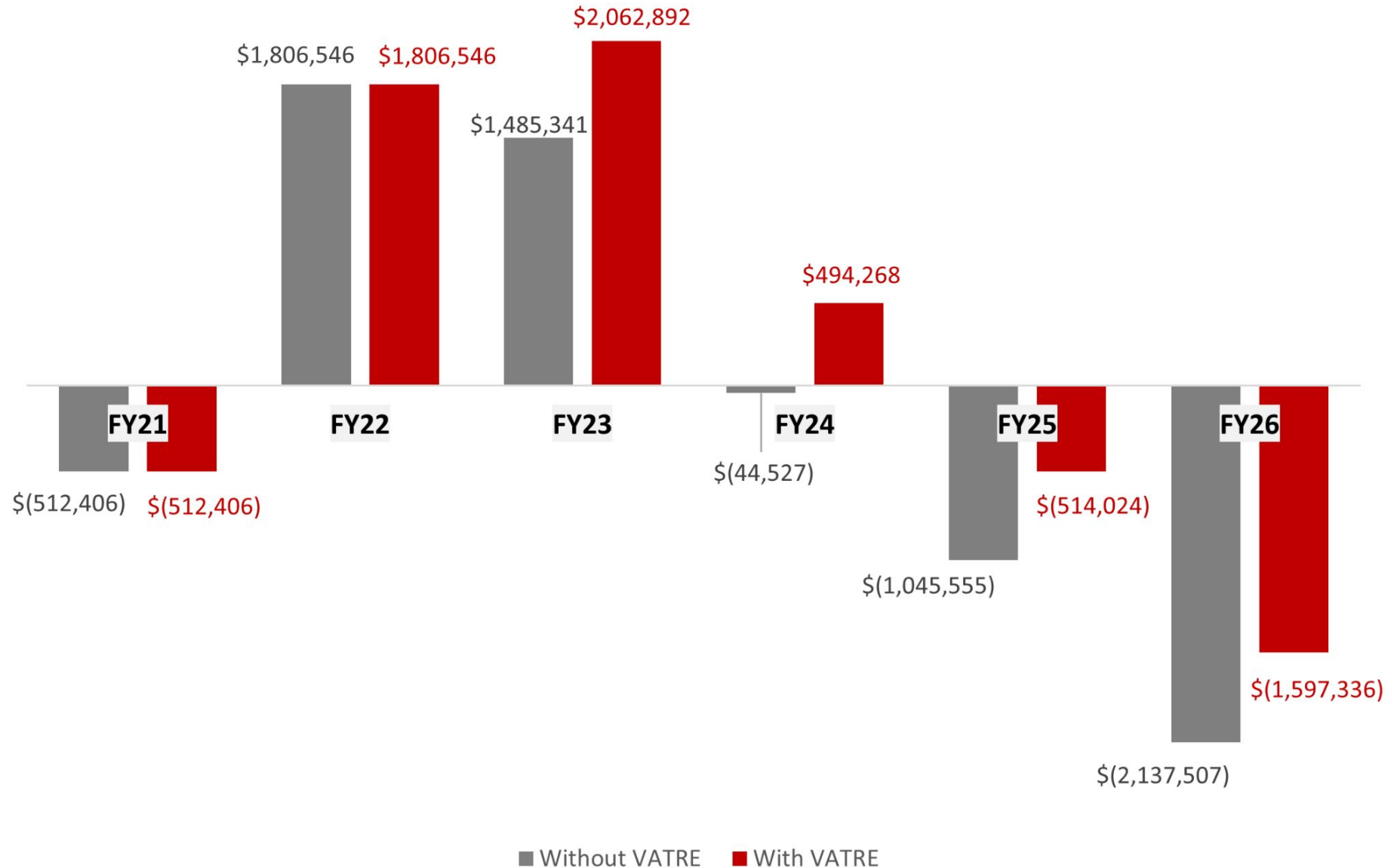


How Do Districts Generate Additional Funding?

- Increase the Tax Rate by Passing a Voter Approval Tax Rate Election (VATRE)
 - Proceed under disaster declaration before expiration in February 2023 or conduct an independent external efficiency audit
 - Adopt budget and tax rate
 - File for election in August
 - Hold Election on November 8, 2022 uniform election date

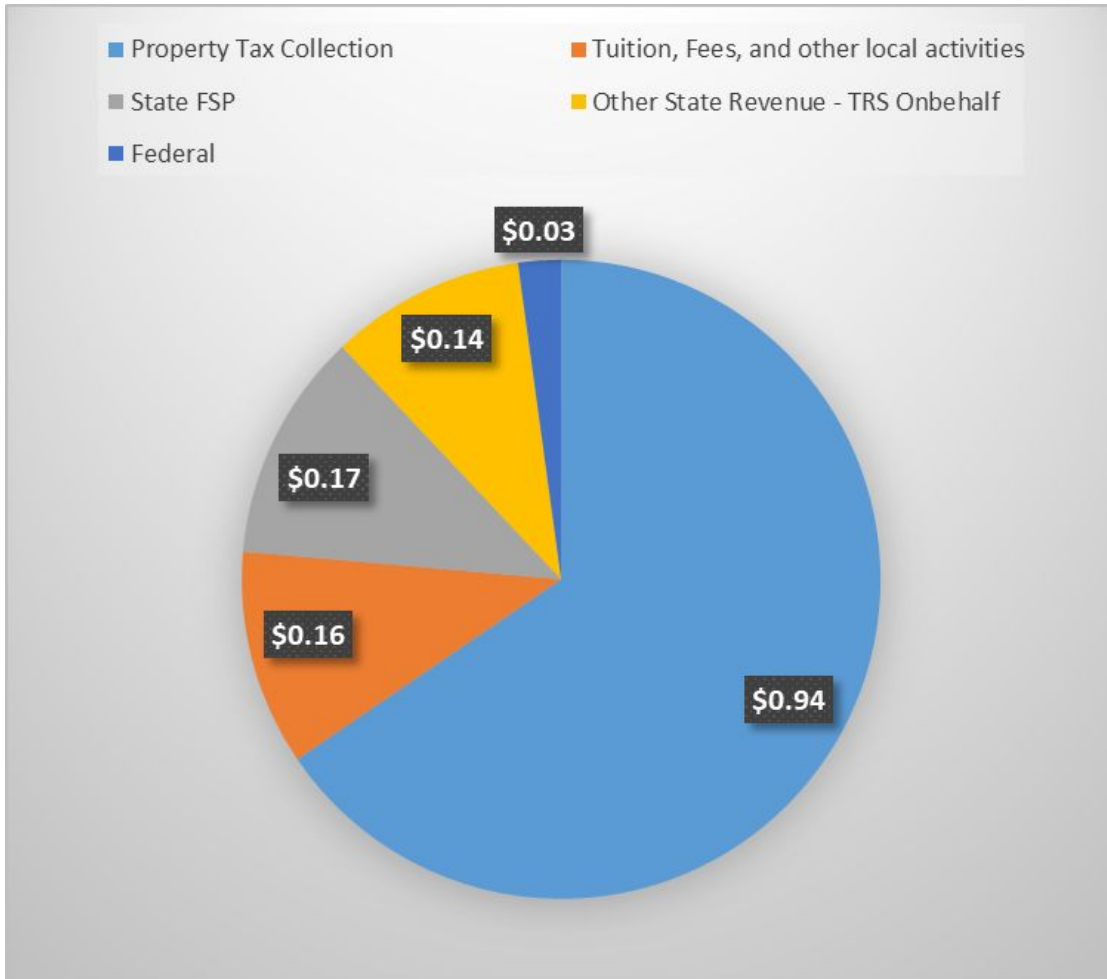
General Fund Net Surplus or Deficit

Without VATRE, annual budget reaches over \$2.1M deficit by FY26.

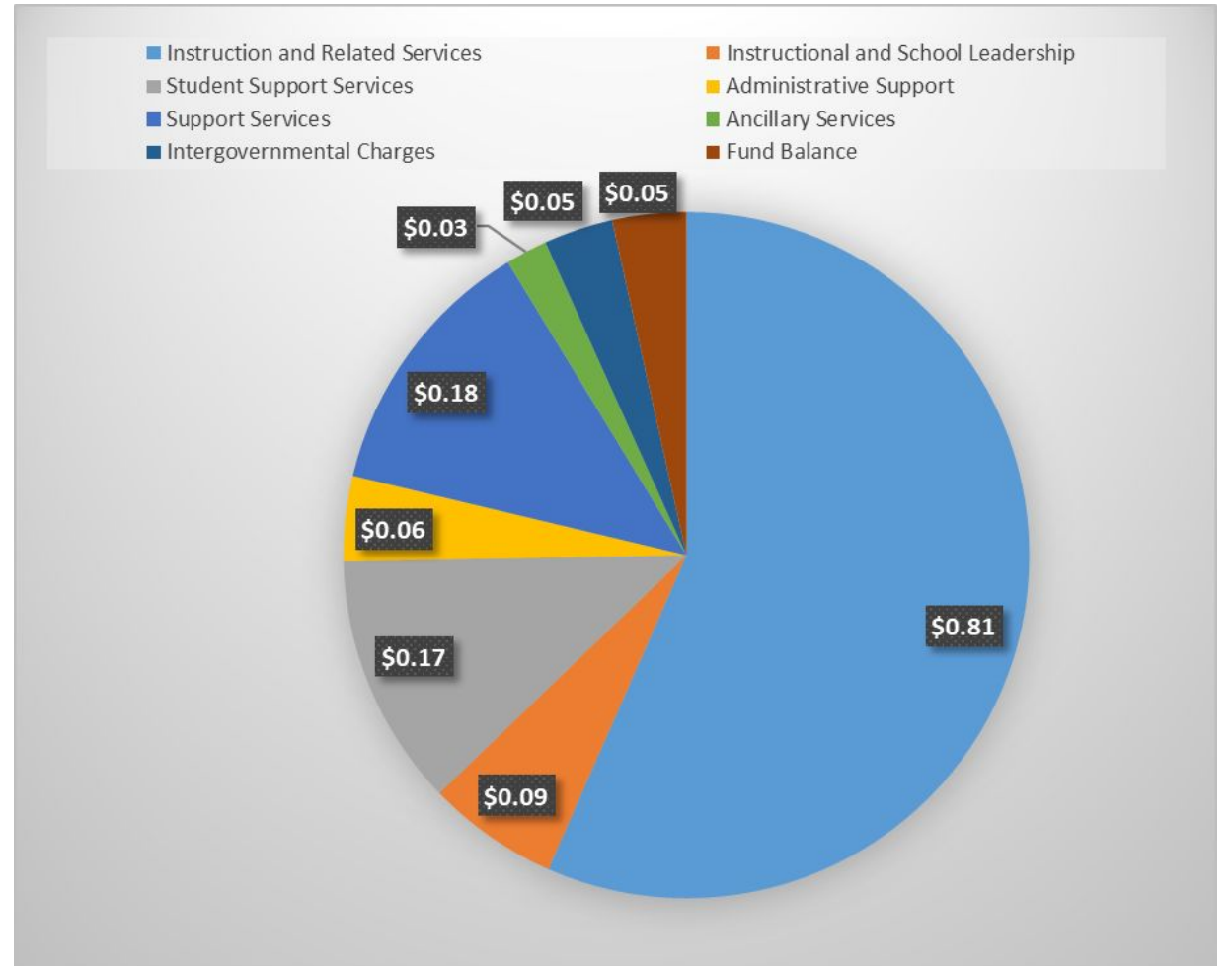


Current Sources and Uses of Funds

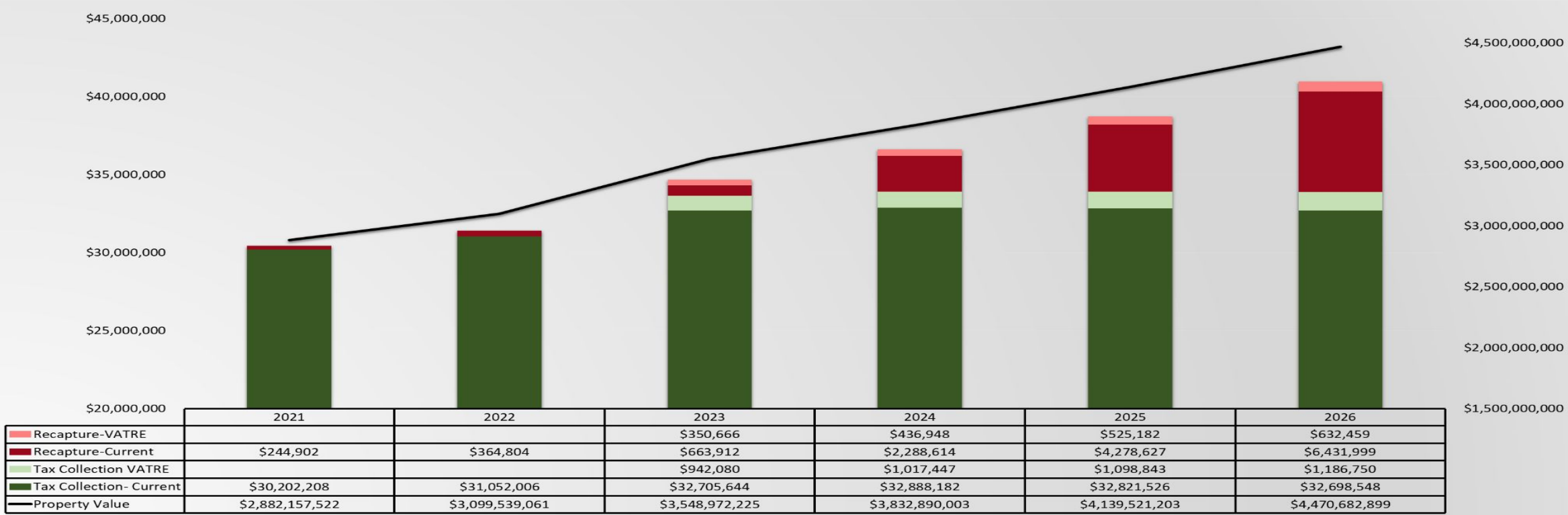
SOURCES OF FUNDS



USES OF FUNDS



Future Projections



While property values are projected to continue to increase, collections are not.

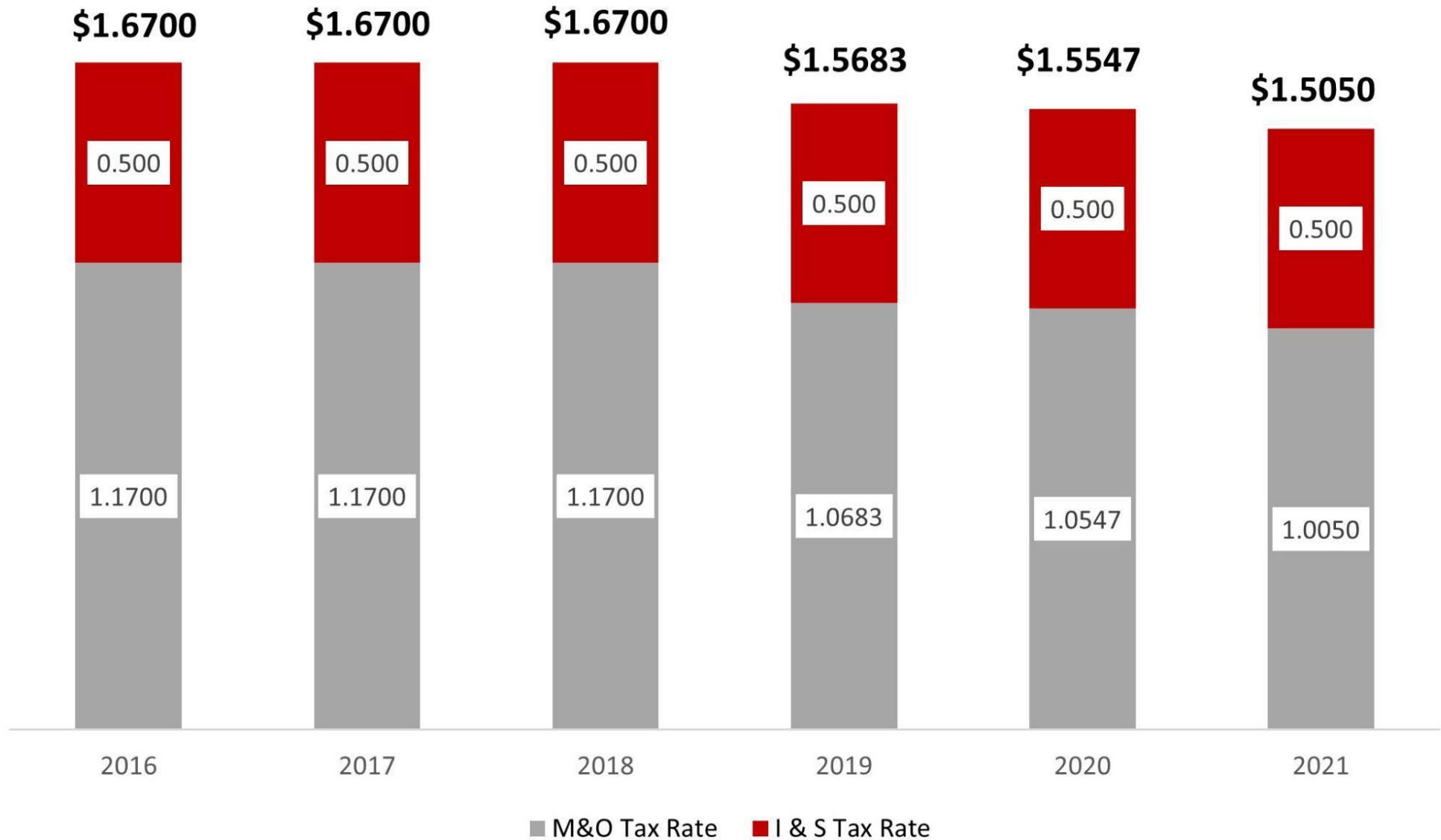
Lovejoy ISD Tax Rates

YEAR	M&O TAX RATE	I&S TAX RATE	TOTAL TAX RATE
2021-2022 Actual	\$1.0050	\$.5000	\$1.5050
2022-2023 Recommended	\$0.9746	\$.5000	\$1.4746
Decrease			-\$0.0304

The recommended tax rate will be Lovejoy ISD's lowest rate in over 20 years.

Lovejoy ISD Historical Tax Rate

Lovejoy ISD's Tax Rate has decreased by 10% from 2016 to 2021



Lovejoy ISD Tax Rate

- By increasing the M&O tax rate 3.17 cents in '21-'22, the district would have:
 - Increased revenue by ~\$775k
 - Increased recapture payment to state of ~\$135k
 - **Netted ~\$640k more in revenue**
- **2022-2023 Projections Indicate a Net Increase in Revenue of \$640k-760k, dependent on enrollment/attendance**
- **If the state increases the Tier 1 basic allotment, this amount would increase**

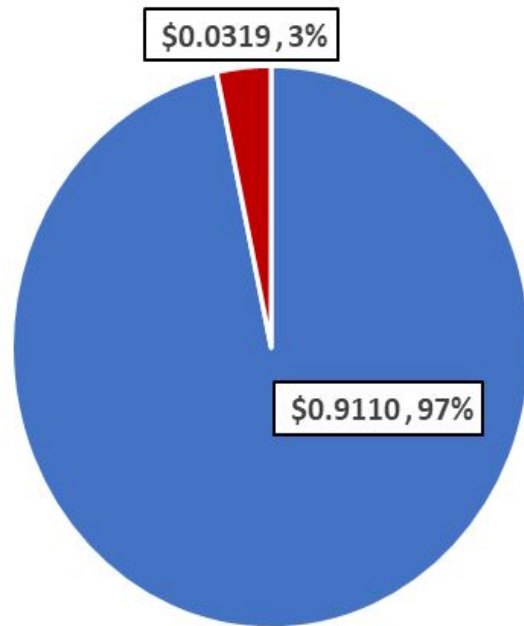
Further information on HB3 Tax Rate Changes available at:

<https://tea.texas.gov/sites/default/files/HB3-Video-Series-Tax-Rates.pdf>

<https://tea.texas.gov/sites/default/files/HB3-Video-Series-Tax-Rates-Part-2.pdf>

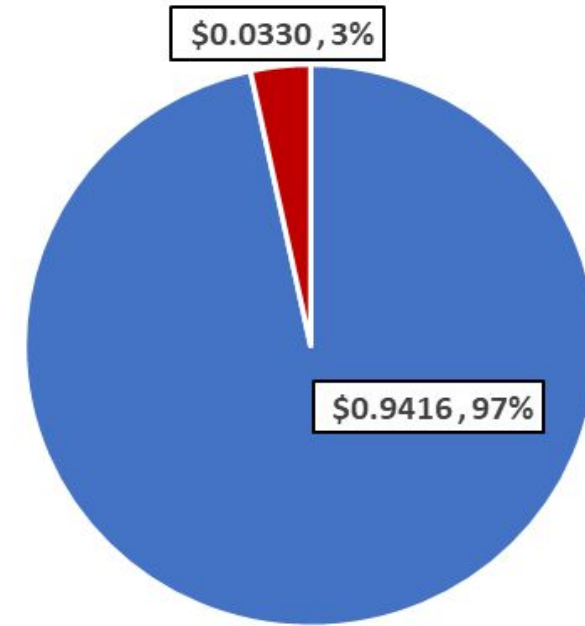
How much of the tax rate is recaptured in 2022?

Without a VATRE (.9429 per \$100)



■ Property Tax Collection ■ Recapture

With a VATRE (.9746 per \$100)



■ Property Tax Collection ■ Recapture

LOVEJOY ISD VATRE

OPTION 1

For Approval
Tax Rate \$1.4746

Would generate a net revenue of \$640,000 to be used for employee compensation and to restore fund balance.

OPTION 2

Against Approval
Tax Rate \$1.4429

No additional revenue generated for your schools.

**BOTH OPTIONS WILL
REDUCE LISD'S TAX RATE
TO A 20 YEAR LOW.**

The LISD Tax Rate was
\$1.5050 last year

Comparison of Homeowner Impacts

Average Taxable Home Value in 2022 of \$675,420 Scenario:



\$751
Increase in Property Value



\$221
Savings with
Homestead Exemption
increase



\$201
VATRE Impact: Tax Rate
3.17 cents above the
2022 Compressed Rate

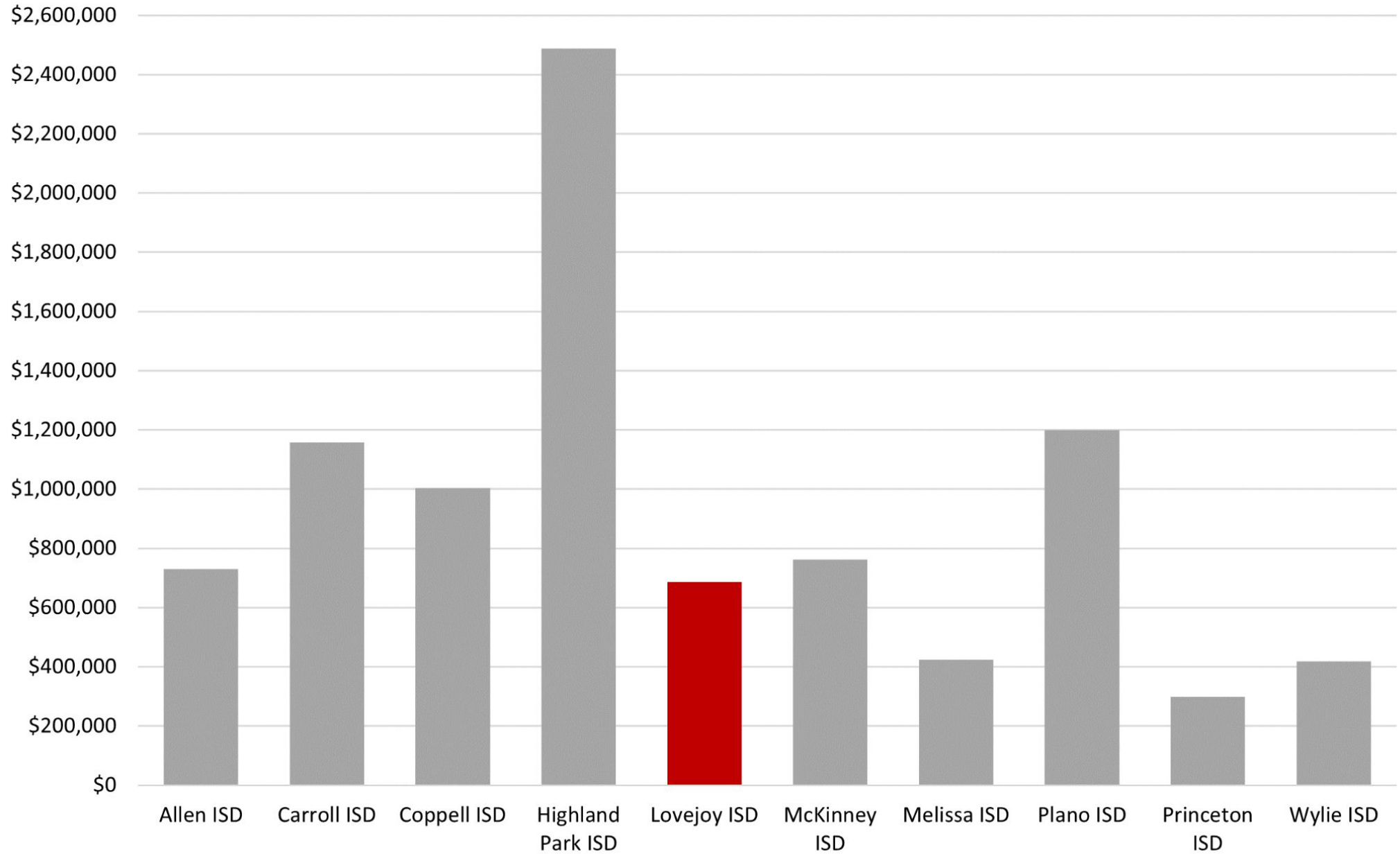
VATRE

Homeowner ISD Tax Rate Impact Scenarios

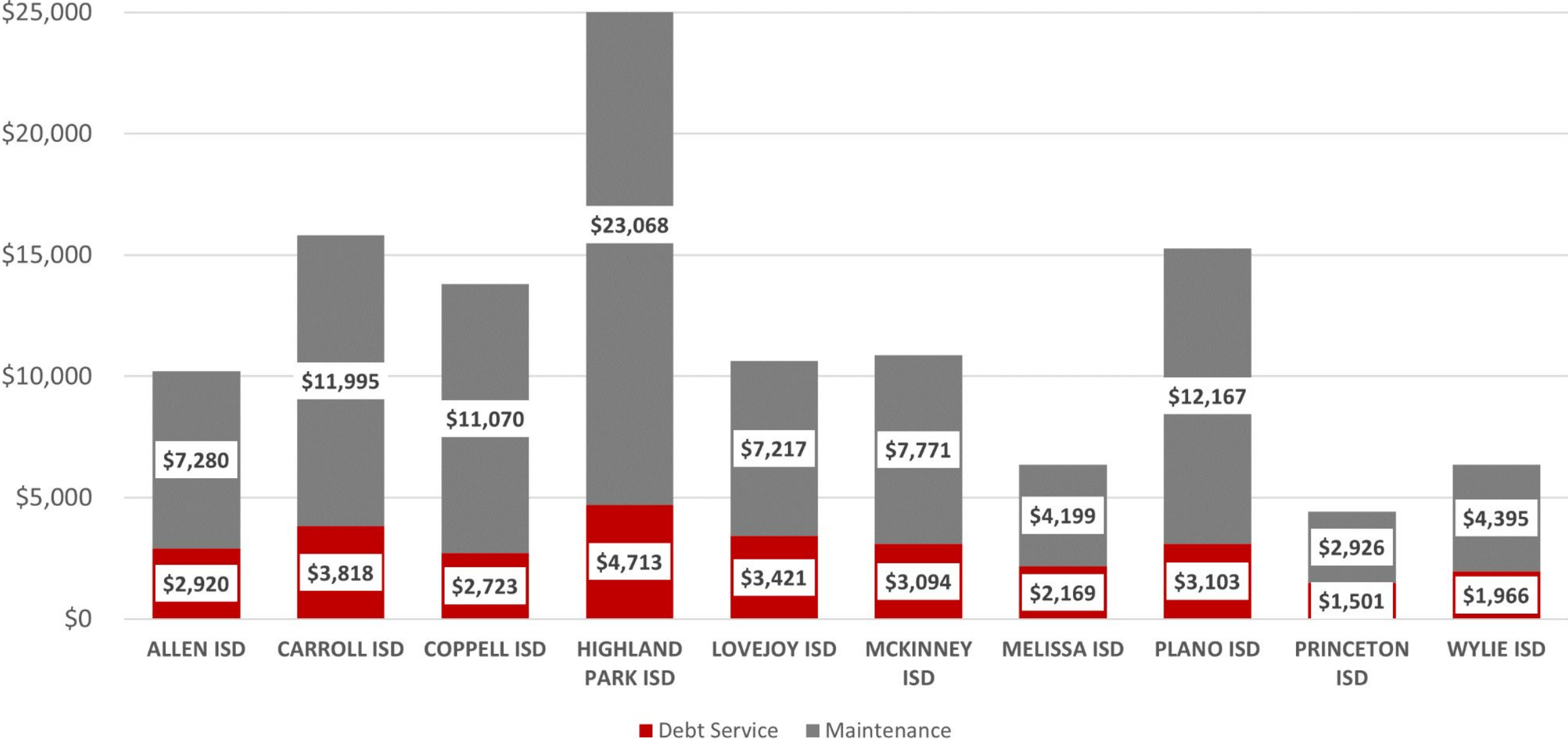
Home Value	\$675,420	\$1,500,000	\$2,500,000	\$400,000 Over 65 = Frozen
Annual LISD Tax Bill	\$9,370	\$21,529	\$36,275	\$5,194
Annual VATRE Impact Tax Rate 3.17 cents above the 2022 Compressed Rate	\$201	\$463	\$780	\$0

- **Tax Rate would decrease even with the VATRE**
- LISD Average Taxable Home Value in 2022 = \$675,420
- The VATRE impact would be \$201 per year
- The Increase in homestead exemption saves \$221 per year

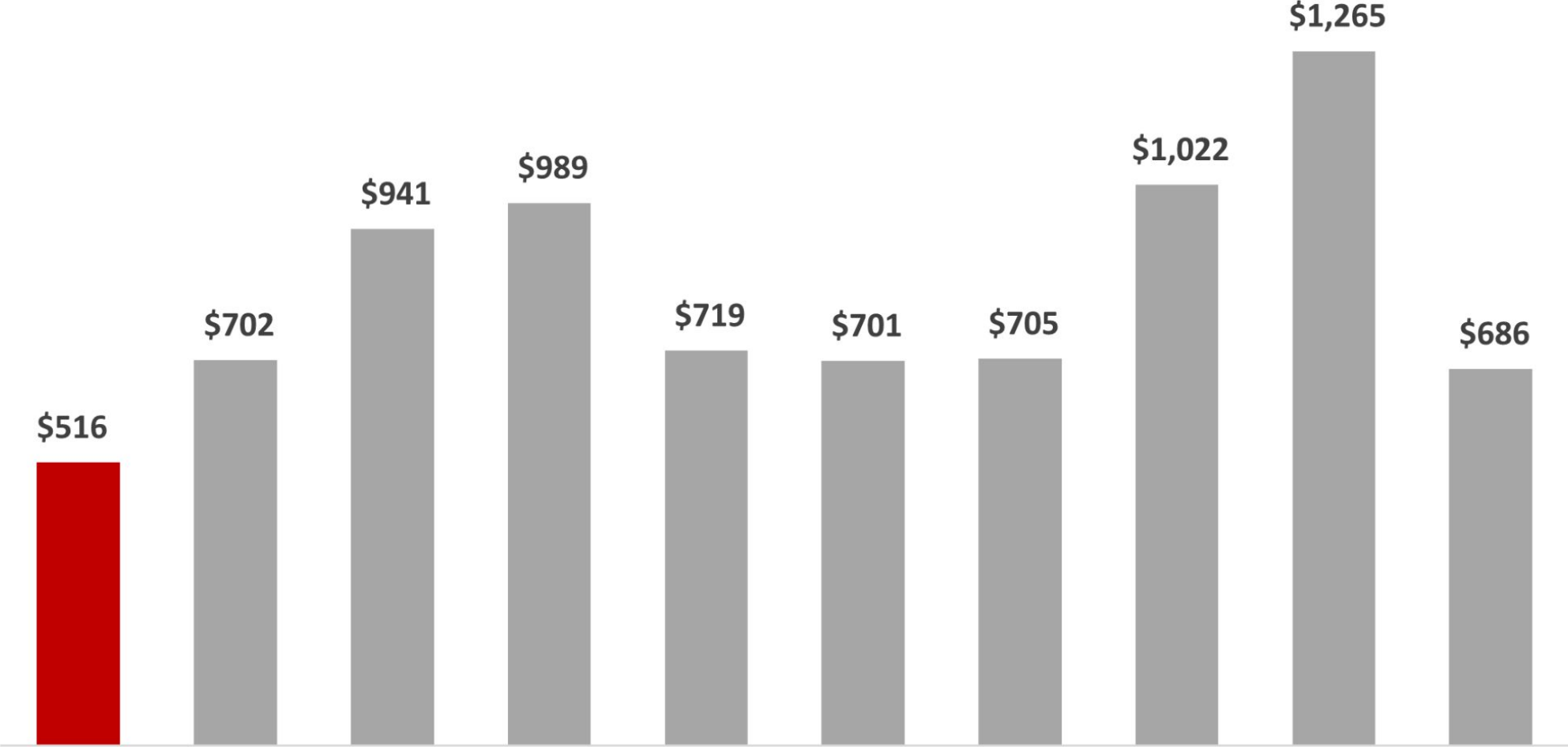
Property Values Per Student including Commercial



Tax Collection Per Student Including Commercial



ESSER Fund Allocation per Student



Lovejoy Melissa Highland Park Princeton Wylie Allen Prosper McKinney Plano Frisco

■ Lovejoy ■ Melissa ■ Highland Park ■ Princeton ■ Wylie ■ Allen ■ Prosper ■ McKinney ■ Plano ■ Frisco

Why would a VATRE be called?

Proactive Financial Strategy

Protect and Fund our Legacy of Excellence

Employee Compensation

Restoring the Fund Balance

Preserve the Lovejoy Experience for
Students and Parents

Inflation

Legacy of Excellence



If a VATRE is **PASSED**

The district's M&O funding would be maximized resulting in approximately \$640,000 in additional revenue to help address employee compensation and restore the fund balance.

If a VATRE is **NOT Called and Passed**

LISD may have to

- ◊ Reduce
 - people
 - programs
- ◊ Increase
 - Fees
 - Class Sizes

Tax Rate Information

- Proposed Tax Rate:
 - M&O: \$0.9746
 - I&S: \$0.5000
 - Total: \$1.4746

- June Proposed Tax Rate: \$1.5367

- 2021 Tax Rate: \$1.5050

- Reflects Tax Rate as Compressed for 2022

- Does not Reflect Increase in Homestead Exemption

- Uses 3.17 additional enrichment pennies available through VATRE

Timeline

6/6 – Final Draft of Budget and Proposed Tax Rate Presented to Board
6/7 – Publish Public Notice of 6/20 Meeting
6/20 – Public Meeting to Discuss Budget & Proposed Tax Rate; Board Approval of Budget & Compensation Plan

8/1 – Deadline for tax assessor to determine property values & submit appraisal roll to board
8/5 – TEA issues preliminary maximum compressed tax rate (MCR) & Determine if second public meeting notice/additional meeting is required

Post VATRE facts on web site
Informational Meetings

June

August

September - October

2022

2022

2022

2022

2022

2022

July

August (continued)

November

7/25 – Deadline for chief appraiser to provide certified roll (or certified estimate) to tax assessor

8/8 – Adopt Tax Rate (Deadline 8/12) & Order Election for November uniform election date (Deadline 8/22)

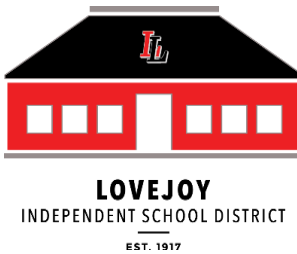
11/8 – Uniform election date for VATRE



THANK YOU

10. Consider and Act on TASB-Risk Management Fund Program Renewals

Presenter: Dr. Jennifer DuPlessis, Assistant Superintendent of Finance and Operations



Lovejoy Independent School District Board of Trustees

Date of Meeting	August 8, 2022
Document Title	TASB-Risk Management Fund Program Renewals
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Jennifer DuPlessis, Ph.D. Assistant Superintendent of Finance and Operations



Executive Summary

As a member participant in the TASB–Risk Management Fund, Lovejoy ISD secures comprehensive coverage for auto, cyber security, property, liability, workers’ compensation and unemployment compensation through the Fund’s programs. The interlocal participation agreement was updated in April 2022.

Per CH(Local), “The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$75,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.” Accordingly, this purchase is being submitted for board approval. TASB provides estimated costs for the district’s contribution to the fund for these services, but final amounts are not given until a final invoice is received based on the fund’s exposure audit.

Fiscal Implications

Existing budgeted funds will be used for member contributions to continue participation in the Fund’s programs and services as follows:

- Auto, Liability, Property and Cyber Security in an amount not to exceed \$400,000

- Workers' Compensation, not to exceed \$109,000
- Unemployment Compensation - does not to exceed \$75,000; last year's contribution was under \$23,000

Administrator Recommendation

It is the recommendation of the administration that the Board approve expenditures of budgeted funds for each of the TASB-Risk Management Fund Program Renewals, per the attached Contribution & Coverage Summaries.

Board Priority

Priority 2

Lovejoy ISD will continue to strive to be recognized as the employer of choice for educators who believe districts should be defined by a culture of superior work ethic, mission-driven behavior, continuous improvement, growth mindset, and positive relationships with students, parents, and colleagues. Lovejoy ISD team members will exemplify our Educator Profile and align their actions with our Core Values.

Priority 3

Lovejoy ISD will evaluate all areas which impact the student experience. A sustained focus on continual improvement in all aspects of district services remains a constant with the continued goal of providing the highest quality of learning experiences for our students. In support of organizational health and effectiveness, Lovejoy ISD will establish a plan for short and long-term financial sustainability. We will strategically balance financial decision-making with Lovejoy ISD's mission and commitment to the Lovejoy experience. A financial assessment, identification of priorities, and intentional decision-making will support strategic financial planning. Zero-based budgeting will be utilized and transparency will be prioritized.

Priority 4

Lovejoy ISD will develop stronger community connections and confidence through effective communication with both internal and external stakeholders. Through a shared commitment to our mission and core values, we will build upon Lovejoy ISD's tradition of excellence. We will maintain high expectations and leverage the collective impact of the Lovejoy ISD community to ensure achievement of outcomes on behalf of students. Lovejoy ISD traditions will enable us to honor the past, celebrate the present, and provide a continuing legacy for the future.



June 22, 2022

Terri Martin

Lovejoy ISD

Dear Terri Martin,

You count on a strong risk management and coverage provider to support managing operations and risk at your organization. Thank you for trusting the TASB Risk Management Fund to be that partner. The Fund's partnership with its more than 1,000 members has provided stability and financial strength for nearly five decades.

- **Strength in Sharing:** The Fund is the largest school risk-sharing pool in Texas and is led by Fund member school board trustees and administrators. The Board ensures the Fund remains financially strong and provides stability and responsiveness for all Fund members.
- **Financial Security:** With more than \$200 million in Members' Equity, the Fund has the financial strength to manage claims and respond to the impact of changing environments for members.
- **Responsive Service:** The Fund offers specialized coverage and services to meet Texas public schools' unique needs and exposures.

We are pleased to provide you with a renewal proposal for the 2022–23 coverage term. This year's renewal proposals reflect the Fund's efforts to respond to the evolving exposures and risks faced by its members. Your proposal reflects the Fund programs in which your organization participates. The following are highlights of key program changes for 2022-23:

- **Property** coverage costs continue to be driven by severe weather and increased building values. The Fund's Board of Trustees authorized use of Members' Equity to help limit the impact of cost increases for Fund members this year. Members will receive renewal options with higher weather deductibles to further reduce costs. Small and mid-size members will also have options to lower weather deductibles.
- **Auto and School Liability** rates will remain level for most members with contribution changes based on loss history and exposures. **Auto Physical Damage** claims costs continue to increase as vehicles are more costly and complex to repair. These rates will increase moderately for most members.
- **Workers' Compensation** rates will remain stable with little to no increase. Contribution changes reflect normal payroll changes and loss history. Costs remain steady even though claims have returned to pre-pandemic levels.
- Improved cyber risk management practices are paramount for all organizations as ransomware attacks and other risks increase. The Fund continues to offer affordable **Privacy & Information Security** coverage to members and will continue to provide resources to help members improve cyber security controls.

- **Unemployment Compensation** coverage is effective October 1, 2022, for all members of that program. Renewals will be issued in August with member contributions decreasing by 5%, on average.

A summary of updates and clarifications to the Fund's Property and Liability coverage terms and agreements is included in this renewal proposal. Coverage agreements can also be accessed on the Fund's website. Workers' Compensation and Unemployment Compensation coverage is statutory. **Lovejoy ISD participates in the Fund's comprehensive coverage program which includes Auto, Liability, Property, Privacy & Information Security, Violent Act, and Workers' Compensation coverage. These coverage lines require Concurrent Participation and may not be purchased on a stand-alone basis.**

Please carefully review all terms and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary and returning it by email to me or to TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact.

Please note, if you take no action, coverage will automatically renew under the terms of this renewal proposal. If Property coverage is included and you take no action, coverage will automatically renew at the lower weather deductible offered. If you want to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have questions about the renewal proposal or any aspect of your Fund membership, please contact Jennifer Jones or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year.

Sincerely,
Jennifer Jones
Senior Risk Management Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:



Lovejoy ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2022 through 8/31/2023

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document. **Coverage under this CCS is contingent upon concurrent participation in the Fund's Auto, Liability, Property and Worker's Compensation programs.**

Coverage	Limit	Deductible	Contribution
Violent Acts	\$250,000	\$0	No Cost
Workers' Comp Fully Funded	Statutory	Statutory	\$108,796
Total Contribution			\$108,796

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.



Lovejoy ISD

Workers' Compensation – Fully Funded

Participation Period: 9/1/2022 through 8/31/2023

Total Workers' Compensation – Fully Funded Contribution: \$108,796

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$538,129	0.01319757	\$7,102
7720 - POLICE OFFICER	\$0	0.01644400	\$0
8810 - CLERICAL OFFICE EMPLOYEES	\$1,855,096	0.00086572	\$1,606
8868 - PROFESSIONAL/ADMINISTRATON	\$26,530,031	0.00233690	\$61,998
9101 - ALL OTHERS	\$2,200,390	0.01731057	\$38,090
Total	\$31,123,647		\$108,796

Estimated Contribution	\$108,796
-------------------------------	------------------

Workers' Compensation – Fully Funded Conditions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the CCS Participation Period, the Fund Member agrees that it will timely report those claims solely to the Fund. The report of Workers' Compensation claims to any other entity, regardless of reporting sequence, will waive all Fund liability under this agreement for those claims. Any fines levied against the Fund for Fund Member's failure to comply with the rules and regulations of the Act will be the sole responsibility of the Fund Member.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Auto	Tina Tomson	Director of Purchasing	tina_tomson@lovejoyisd.net
TASB RMF-Liability	Tina Tomson	Director of Purchasing	tina_tomson@lovejoyisd.net
TASB RMF-Property	Tina Tomson	Director of Purchasing	tina_tomson@lovejoyisd.net
TASB RMF-Unemployment Compensation	Marcy Hambrick	Director of HR Compliance	Marcy_hambrick@lovejoyisd.net

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Concurrent Participation: All coverages through this CCS are only effective if the Fund Member concurrently participates in or has agreed in writing to participate in all the following Fund programs: Auto, Liability, Property, and Workers’ Compensation. The Fund may terminate all coverages immediately if the Fund Member fails to or ceases to concurrently participate in any of these Fund programs. If termination occurs, the total contribution under this CCS shall be considered fully earned, and the Fund Member agrees that no refund of any contribution shall be due. This paragraph’s termination provisions shall take precedence over any conflicting termination provisions in the Interlocal Participation Agreement or this CCS.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature

Date

Printed Name

Title



May 9, 2022

Tina Tomson

Lovejoy ISD

Dear Tina Tomson,

Strong risk management resources and reliable coverage partners are critical to managing operations at your organization. Thank you for trusting the TASB Risk Management Fund to support your efforts.

When you choose the Fund, you get more than a coverage provider. You get a stable ally that has served members for nearly five decades and is the choice of more than 1,000 Texas school districts and other educational entities for their risk management and coverage needs.

- **Financial Security:** The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial resources to handle your claims.
- **Responsive and Adaptable:** A risk pool, like the Fund, offers flexibility to customize coverage agreements to meet Texas public schools' unique needs. We pair a broad array of coverage options with comprehensive risk solutions so you can work compliantly, train and educate staff, and prevent and mitigate losses. We meet you where you are and deliver the services you need to navigate the ever-evolving risk landscape.
- **Trusted:** The Fund is administered by the Texas Association of School Boards (TASB), an organization founded on understanding the uniqueness of each school community in Texas. Led by a board of Texas public school board members and administrators, the Fund is focused on your needs.

We are pleased to provide you with a renewal proposal for your next coverage term. As an added convenience, **you may accept your renewal proposal online**. There are no changes in the coverage agreements this year. Coverage agreements may be accessed on the Fund's website. **Lovejoy ISD participates in the Fund's comprehensive coverage program which includes Auto, Liability, Property, Privacy & Information Security, and Workers' Compensation coverage. These coverage lines require Concurrent Participation and may not be purchased as 'stand-alone' coverages.**

Please carefully review all terms and when ready, complete your electronic acceptance on the page where you accessed these documents. Enter your first and last name and then click "Accept and Sign." You may also sign these documents and return them by email to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org. Please note that **coverage will automatically renew under the terms of this renewal proposal unless we receive written notice of termination at least 30 days prior to your renewal date**. If you are unsure of your plans to renew or have any questions about the renewal proposal or any aspect of your Fund membership, please contact Jennifer Jones or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

Finally, please note that on March 1, 2022, the Fund's amended Interlocal Participation Agreement (IPA) was emailed to your organization's superintendent or chief executive as well as to designated Fund Program Contacts. The IPA serves as the foundational agreement by which eligible organizations join the Fund and was last updated in 2012. The amended IPA went into effect on May 1, 2022, and governs membership in all Fund programs, including the coverage in this renewal proposal.

If your organization has already returned an executed IPA, no further action is required. If you have not returned an executed IPA and plan to renew coverage with the Fund, you must return an executed IPA in conjunction with accepting this renewal proposal. The IPA must be approved by action of your Board of Trustees as required by Chapter 791 of the Texas Government Code. Please contact Jennifer Jones if you have questions about the IPA.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year.

Sincerely,
Jennifer Jones
Senior Risk Management Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:



Lovejoy ISD

Contribution & Coverage Summary (CCS) Participation Period: 7/1/2022 through 6/30/2023

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document. **Coverage under this CCS is contingent upon concurrent participation in the Fund's Auto, Liability, Property and Worker's Compensation programs.**

Coverage	Limit	Deductible	Contribution
Property	See Property Coverage Summary	See Property Coverage Summary	\$309,934
Automobile Liability	\$1M Combined Single Limit	\$2,500	\$37,233
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$19,665
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$14,034
Privacy & Information Security	\$250,000	\$0	\$3,000
Total Contribution			\$383,866

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.



Lovejoy ISD

Property Coverage Summary Participation Period: 7/1/2022 through 6/30/2023 Total Property Contribution: \$309,934

The following is an overview of the limits (blanket replacement) and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
All Perils except Wind, Hurricane, and Hail	\$184,601,000	\$25,000
Wind, Hurricane, and Hail	\$184,601,000	\$500,000
Flood	\$2,000,000	\$50,000
Earthquake	\$2,000,000	\$50,000
Crime	\$100,000	\$10,000
Equipment Breakdown	\$100,000,000	\$25,000

Additional Deductible for Wind, Hurricane, and Hail	Deductible	Maximum Deductible
Additional deductible(s) for buildings over 25,000 square feet sustaining damage. Maximum deductible is inclusive of Wind, Hurricane, Hail Deductible. This does not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or Harris counties.	\$50,000 Per Building	\$500,000

Additional Sublimit Wind, Hurricane, and Hail	Limit	Deductible
Sublimit for Wind, Hail Loss to Single Ply Membrane roofs and accompanying roof systems; all other deductibles apply. This does not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or Harris counties.	\$1,000,000	Wind, Hurricane, and Hail Deductible applies.



Property Conditions

Named/Numbered Windstorm: All Loss directly caused by, resulting from, or arising out of any hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression that is designated by name or number by the National Weather Bureau or National Hurricane Center. Including Loss caused by flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term “Tier 1” means the Texas counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy.

The term “Tier 2” means the Texas counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria, and Wharton.

The term “Harris County” means the Texas county of Harris.

Location: A single street address with Covered Property is sited.

Flood Zone Exclusions: As to the Flood endorsement, Fund Member properties are excluded from coverage if they are located in certain Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map. Fund Member Covered Property in the following SFHAs are excluded: Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, Zones V1-V30. Fund Members with such properties should seek coverage under the National Flood Insurance Program (NFIP) or other flood program.

Other Limits: If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of property owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Members’ property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Single Ply Membrane: ‘Single Ply Membrane’ is synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.



Lovejoy ISD

Automobile Coverage Summary Participation Period: 7/1/2022 through 6/30/2023 Total Automobile Contribution: \$56,898

The following is an overview of the limits and deductibles for risk associated with the ownership, maintenance or use of Covered Automobiles. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability	\$1M Combined Single Limit	\$2,500
Automobile Physical Damage - Collision	Actual Cash Value	\$2,500
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$2,500
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$25,000

Excluded Vehicles

VIN	Year	Make	Model/Description	Exclusion

None

Automobile Terms & Conditions

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Members' property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Excluded Vehicles: The Fund extends coverage for all Fund Member Covered Automobiles. Vehicles listed are excluded from Automobile Liability, Comprehensive, or Comprehensive coverage as noted under 'Exclusion'.



Lovejoy ISD

School Liability Coverage Summary Participation Period: 7/1/2022 through 6/30/2023 Total School Liability Contribution: \$14,034

The following is an overview of the limits and deductibles for legal, general, and other liability risks. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$2,500
General Liability	\$1,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

School Liability Conditions

Prior Acts: Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Fund Member have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.



Lovejoy ISD

Privacy & Information Security Coverage Summary Participation Period: 7/1/2022 through 6/30/2023 Total Privacy & Information Security Contribution: \$3,000

The following is an overview of the limits and deductibles for privacy and information security risks. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Privacy & Information Security	\$250,000	\$0

Privacy & Information Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this Coverage have been fully disclosed or reported.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator’s name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Auto	Tina Tomson	Director of Purchasing	tina_tomson@lovejoyisd.net
TASB RMF-Liability	Tina Tomson	Director of Purchasing	tina_tomson@lovejoyisd.net
TASB RMF-Property	Tina Tomson	Director of Purchasing	tina_tomson@lovejoyisd.net
TASB RMF-Unemployment Compensation	Marcy Hambrick	Director of HR Compliance	Marcy_hambrick@lovejoyisd.net

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

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Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Concurrent Participation: All coverages through this CCS are only effective if the Fund Member concurrently participates in or has agreed in writing to participate in all the following Fund programs: Auto, Liability, Property, and Workers’ Compensation. The Fund may terminate all coverages immediately if the Fund Member fails to or ceases to concurrently participate in any of these Fund programs. If termination occurs, the total contribution under this CCS shall be considered fully earned, and the Fund Member agrees that no refund of any contribution shall be due. This paragraph’s termination provisions shall take precedence over any conflicting termination provisions in the Interlocal Participation Agreement or this CCS.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature

Date

Printed Name

Title



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Lovejoy ISD**
Contract Number: **P043919-2022-001**
Contract Period: **7/1/2022** through **6/30/2023**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Lovejoy ISD**
Contract Number: **P043919-2022-001**
Contract Period: **7/1/2022** through **6/30/2023**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

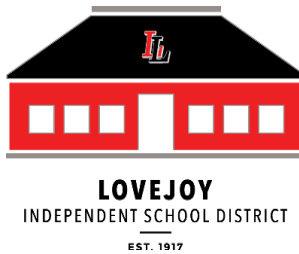
WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

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- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

11. Consider and Act on an Order Calling a Voter-Approved Tax Rate Special Election for November 8, 2022

Presenter: Dr. Jennifer DuPlessis, Assistant Superintendent of Finance and Operations



Lovejoy Independent School District Board of Trustees

Date of Meeting	August 8, 2022
Document Title	Consider Approval of Resolution for Order of Election for a Lovejoy ISD Voter-Approval Tax Rate Election (VATRE)
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Jennifer DuPlessis, Ph.D., Assistant Superintendent of Finance & Operations

Executive Summary

The District has shared information monthly, beginning in November 2021, in regard to the state of Lovejoy ISD finances and budget impact. Staff have also implemented revenue generation and efficiency measures, resulting in the completion of the 2021-2022 school year with a surplus compared to budget, which will result in additional funds being added to fund balance and adopting a 2022-2023 budget that is balanced and represents further progress towards the District's goal of financial sustainability.

Many of the financial improvement measures implemented were based on recommendations from the Financial Sustainability Committee, which was comprised of 40 community members, parents, and staff, who met from December 2021 through May 2022. Their recommendations included items under the categories of Revenue Generation, Efficiency Measures, Program Analysis and Legacy of Excellence. The Financial Sustainability Committee included consideration of a VATRE (Voter-Approval Tax Rate Election) as part of the Revenue Generation recommendations to rebuild the District's Financial Sustainability.

Based on the current state, the base projection at our current tax rate calculation in 2022 indicates the District would have to adopt a deficit

budget by 2023-2024, be at 82 Days of Fund Balance in 2024-2025, and 61 Days in 2025-2026, which would result in the need to get a loan in order to fund payroll.

The approval of a VATRE to add 3.17 cents to the M&O tax rate would result in a projection which would delay a deficit budget until 2025-2026, while still maintaining a Fund Balance above 90 Days through 2024-2025, with no need for a payroll loan through 2025-2026. The approximately \$200 increase in annual taxes for the average Lovejoy ISD homeowner that would result from the additional 3.17 pennies would be approximately equivalent to the benefit received from the increase in the homestead exemption approved by the voters in May.

The 2022-2023 budget was adopted at the June 20th Board Meeting. The budget and finance presentations included information regarding the 2022 proposed tax rate, which included the 3.17 additional pennies.

Fiscal Implications

Approval of the resolution and order to call a VATRE will net the District approximately \$640,000 or more in additional net revenue in 2022-2023 and future years.

Administrator Recommendation

It is the recommendation of the Administration that the Board of Trustees approve the resolution and order calling a Voter-Approval Tax Rate Election (VATRE).

Board Priority

Priority 1

Lovejoy ISD will continue to demonstrate growth in student academic achievement as evidenced by a broad range of academic measures appropriate for the elementary, intermediate, middle, and high school levels. The Lovejoy ISD Graduate Profile (Intellectually Equipped, Open to the Challenges of Learning, Well-Rounded, Engaged in a Healthy Lifestyle, Fair and Respectful of Others, Works for Justice in the Community) will become a prevalent part of all students' pursuits. Students will personify the Graduate Profile by experiencing challenging and engaging learning. Research-based instructional strategies will be strategically partnered with innovation. Profound learning will develop key skills essential to thriving now and in the future. Technology will be leveraged to enhance individualization, deepen learning, and prepare students for an increasingly technology-driven workforce.

Priority 2

Lovejoy ISD will continue to strive to be recognized as the employer of choice for educators who believe districts should be defined by a culture of superior work ethic, mission-driven behavior, continuous improvement, growth mindset, and positive relationships with students, parents, and colleagues. Lovejoy ISD team members will exemplify our Educator Profile and align their actions with our Core Values.

Priority 3

Lovejoy ISD will evaluate all areas which impact the student experience. A sustained focus on continual improvement in all aspects of district services remains a constant with the continued goal of providing the highest quality of learning experiences for our students. In support of organizational health and effectiveness, Lovejoy ISD will establish a plan for short and long-term financial sustainability. We will strategically balance financial decision-making with Lovejoy ISD's mission and commitment to the Lovejoy experience. A financial assessment, identification of priorities, and intentional decision-making will support strategic financial planning. Zero-based budgeting will be utilized and transparency will be prioritized.

Priority 4

Lovejoy ISD will develop stronger community connections and confidence through effective communication with both internal and external stakeholders. Through a shared commitment to our mission and core values, we will build upon Lovejoy ISD's tradition of excellence. We will maintain high expectations and leverage the collective impact of the Lovejoy ISD community to ensure achievement of outcomes on behalf of students. Lovejoy ISD traditions will enable us to honor the past, celebrate the present, and provide a continuing legacy for the future.

Priority 5

Lovejoy ISD will continuously examine and analyze the best practices of implementation for safety and security; enhancing safety and protecting the positive learning environment and by ensuring the personal/social needs of Lovejoy students are addressed.

**AN ORDER CALLING A SPECIAL ELECTION TO BE HELD BY THE LOVEJOY
INDEPENDENT SCHOOL DISTRICT REGARDING RATIFYING A
VOTER-APPROVAL TAX RATE**

WHEREAS, the Board of Trustees (the *Board*) of the LOVEJOY INDEPENDENT SCHOOL DISTRICT (the *District*), located in Collin County, Texas (the *County*) [has/will] set the District's M&O Tax Rate at \$.9746 per \$100 of taxable assessed valuation, which is a rate that exceeds the District's voter-approval rate, excluding the District's current debt rate under Section 26.08(n)(1)(C), Texas Tax Code, and therefore the Board is obligated to call an election to ratify such tax rate pursuant to Section 26.08, Texas Tax Code, as hereinafter ordered (the *Election*); and

WHEREAS, the District will contract with the elections administrator (the *Administrator*) of the County to conduct all aspects of the Election; and

WHEREAS, the Election will be conducted by the County and held jointly with other political subdivisions for which the County is also conducting their elections (such other political subdivisions, collectively, the *Participants*), as provided pursuant to the provisions of an election agreement and/or a joint election or similar agreement between or among (as applicable) the District, the County, and/or any Participants, entered into in accordance with the provisions of Section 271.002, as amended, Texas Election Code; and

WHEREAS, the Board hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the District; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE LOVEJOY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: The Election shall be held in the LOVEJOY INDEPENDENT SCHOOL DISTRICT on the 8th day of November, 2022 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is 78 or more days from the date of the adoption of this order (the *Order*), for the purpose of submitting the following proposition to the qualified voters of the District:

PROPOSITION A

“Ratifying the ad valorem tax rate of \$1.4746 per \$100 valuation in Lovejoy Independent School District for the current year, a rate that will result in an increase of 13.32% percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$3,158,032.”

SECTION 2: One or more school election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the school election precincts as identified in Exhibit A to this Order (which is incorporated herein by reference for all purposes). At least 79 days prior to the scheduled Election Day, or as soon thereafter as is reasonably practicable, the President, Board of Trustees, the Superintendent of Schools, or the respective designees thereof, in coordination with the Administrator, will appoint the Presiding Judge, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election, together with any other necessary changes to election practices and procedures and can correct, modify, or change the Exhibits to this Order based upon the final locations and times agreed upon by the District, the Administrator, and the Participants, if any and as applicable, to the extent permitted by applicable law.

A. The Presiding Judge shall appoint not less than two resident qualified voters of the District to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

B. On Election Day, the polls shall be open as designated on Exhibit A.

The County participates in the Countywide Polling Place Program under Section 43.007, as amended, Texas Election Code, meaning that any District voter registered can vote in the Election at any polling place identified in Exhibit A.

C. The main early voting location is designated in Exhibit B to this Order (which is incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This office or place shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained in accordance with the Texas Election Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices shall be determined by the Administrator, as identified in Exhibit B hereto.

An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of the Early Voting

Ballot Board is hereby appointed the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two resident qualified voters of the District to serve as members of the Early Voting Ballot Board.

SECTION 3: Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the District shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail.

SECTION 4: The District shall also utilize a Central Counting Station (the *Station*) as provided by Section 127.001, *et seq.*, as amended, Texas Election Code. The Administrator, or the designee thereof, is hereby appointed as the Manager of the Station, who will establish a written plan for the orderly operation of the Station in accordance with the provisions of the Texas Election Code. The Board hereby authorizes the Administrator, or the designee thereof, to appoint the Presiding Judge of the Station, the Tabulation Supervisor, and the Programmer for the Station and may appoint Station clerks as needed or desirable. The Administrator will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for the Station in accordance with the provisions of the Texas Election Code.

SECTION 5: The official ballot shall be prepared in accordance with the provisions of the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid proposition which shall appear on the ballot substantially as follows:

PROPOSITION A

“RATIFYING THE AD VALOREM TAX RATE OF \$ 1.4746 PER \$100 VALUATION IN LOVEJOY INDEPENDENT SCHOOL DISTRICT FOR THE CURRENT YEAR, A RATE THAT WILL RESULT IN AN INCREASE OF 13.32% PERCENT IN MAINTENANCE AND OPERATIONS TAX REVENUE FOR THE DISTRICT FOR THE CURRENT YEAR AS COMPARED TO THE PRECEDING YEAR, WHICH IS AN ADDITIONAL \$ 3,158,032.”

SECTION 6: All resident, qualified voters of the District shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling place. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, except as modified by the provisions of the Texas Education Code, as amended, and as may be required by law. To the extent required by law, all election materials and proceedings relating to the Election shall be printed in both English and Spanish.

SECTION 7: Notice of election, including a Spanish translation thereof, shall be published at least one time in a newspaper of general circulation in the District, with such publication occurring not more than 30 days and not less than 10 days before Election Day. Moreover, notice of election, including a Spanish translation thereof, shall be posted in a public place in each election precinct within the District not later than the 21st day before the date of the Election.

SECTION 8: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 9: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 10: This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 13: This Order shall be in force and effect from and after its final passage, and it is so ordered.

PASSED AND APPROVED, this the 8th day of August, 2022.

LOVEJOY INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

[Signature Page to Lovejoy Independent School District Special Election (VATRE) Order]

Exhibit A

ELECTION DAY PRECINCT AND POLLING INFORMATION

Election Day: Tuesday, November 8, 2022

Election Day Polling Locations open from 7 a.m. to 7 p.m.

Presiding Judges and Alternates: to be determined by the Administrator

Polling Place

Polling locations will be assigned by the Collin County Elections Department.

Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney 75069 (main location)

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before October 11, 2022) may vote at any of the above Election Date Vote Center locations

Collin County participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the Vote Centers identified above (once received from Collin County Elections Department).

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Exhibit B

EARLY VOTING

Early voting begins Monday, October 24, 2022 and ends on Thursday, November 3, 2022.

Early Voting Clerk: [Bruce R. Sherbet], 2010 Redbud Blvd., Suite 102, McKinney 75069.
Presiding Judge of the Early Voting Ballot Board: to be determined by the Administrator. Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site.

To be determined by the Collin County Elections Department.

8:00 am – 5:00 pm 8:00 am – 7:00 pm 8:00 am – 5:00 pm 7:00 am – 7:00 pm

Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney 75069 (main location)

Branch Early Voting Polling Place, Dates, and Times

Polling Place Location

Polling locations will be assigned by the Collin County Elections Department.

Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney 75069 (main location)

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before October 11, 2022) may vote at any of the above Early Voting locations.

Early Voting By Mail

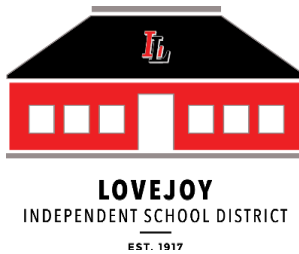
Applications for voting by mail should be received no later than the close of business (5:00 pm) on October 28, 2022. Applications should be sent to:

Bruce R. Sherbet
2010 Redbud Blvd., Suite 102 Lovejoy 75069
fax: (972) 547-1914
email: absenteemailballoting@collincountytx.gov

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

12. Consider and Act on Adopting the Tax Rate

Presenter: Dr. Jennifer DuPlessis, Assistant Superintendent of Finance and Operations



Lovejoy Independent School District Board of Trustees

Date of Meeting	August 8, 2022
Document Title	Adoption of 2022 Tax Rate
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Jennifer DuPlessis, Ph.D. Assistant Superintendent of Finance & Operations

Executive Summary

The school board received a proposed tax rate and met all publishing and hearing requirements for the proposed tax rate and subsequent budget adoption in June. Now that certified values are available from the appraisal district, the Board must adopt the final tax rate based on the updated information on certified values from the tax assessor and final compression percentage provided by the state. While this does impact ongoing budgeting of local tax collections and the balancing state aid, it does not impact the adopted budget by fund and function.

The final tax rate is less than the previously published tax rate (\$1.5367), as expected, so no additional publication is required. The proposed resolution sets the tax rate at a total of \$1.4746, which is comprised of:

Maintenance and Operations (M&O) tax rate of \$ 0.9746
Interest and Sinking (I&S) tax rate of \$.5000

Even though this an actual drop of the total tax rate from \$1.5050 last year to \$1.4746 (a reduction of 3.04 pennies) and is lower than the Rate-to-Maintain, which takes into account changes in recapture, student population, and the state funding formula, the final tax rate of \$1.4746 does exceed the calculated No-New-Revenue Tax Rate, which is the tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years as a result of the certified values, without

respect to how much funding we receive per the state funding formula for schools.

Therefore, any motion to adopt must use the following language: **“I move that the property tax rate be increased by the adoption of a tax rate of \$1.4746, which is effectively a 13.32% increase in the tax rate.”** **Similar language is also required in the ordinance for board signature.**

Fiscal Implications

Tax rate reduction to taxpayers; budget will be updated with no net effect.

Administrator Recommendation

It is the recommendation of the Administration that the Board of Trustees adopt the tax rate and execute the ordinance setting the tax rate for tax year 2022.

MOTION

I move that the property tax rate be increased by the adoption of a tax rate of \$1.474600, which is effectively a 13.32% increase in the tax rate and that the accompanying ordinance be passed and adopted by the Board of Trustees.

The attached Ordinance must then be read in full before a second is made.

Board Priority

Priority 4

Lovejoy ISD will develop stronger community connections and confidence through effective communication with both internal and external stakeholders.

2022 Tax Rate Calculation Worksheet

School Districts without Chapter 313 Agreements

Form 50-859

Lovejoy Independent School District	469-742-8000
School District's Name	Phone (area code and number)
259 Country Club Road, Allen, TX 75002	www.lovejoyisd.net
School District's Address, City, State, ZIP Code	School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submit the rates to the governing body by Aug. 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify the tax rate calculations.

This worksheet is for **school districts without Chapter 313 agreements only**. School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). ¹	\$ <u>3,325,138,293</u>
2.	2021 tax ceilings. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ²	\$ <u>788,111,658</u>
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ <u>2,537,026,635</u>
4.	2021 total adopted tax rate.	\$ <u>1.505000</u> /\$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value. A. Original 2021 ARB values: \$ <u>0</u> B. 2021 values resulting from final court decisions: - \$ <u>0</u> C. 2021 value loss. Subtract B from A. ³	\$ <u>0</u>
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2021 ARB certified value: \$ <u>1,700,257</u> B. 2021 disputed value: - \$ <u>157,055</u> C. 2021 undisputed value. Subtract B from A. ⁴	\$ <u>1,543,202</u>
7.	2021 Chapter 42-related adjusted values. Add Line 5 and 6.	\$ <u>1,543,202</u>
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ <u>2,538,569,837</u>
9.	2021 taxable value of property in territory the school deannexed after Jan. 1, 2021 Enter the 2021 value of property in deannexed territory. ⁵	\$ <u>0</u>

¹ Tex. Tax Code § 26.012(14)
² Tex. Tax Code § 26.012(14)
³ Tex. Tax Code § 26.012(13)
⁴ Tex. Tax Code § 26.012(13)
⁵ Tex. Tax Code § 26.012(15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
10.	2021 taxable value lost because property first qualified for an exemption in 2022 If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value.	
	A. Absolute exemptions. Use 2021 market value:	\$ 506,086
	B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value:	+ \$ 71,060,736
	C. Value loss. Add A and B. ⁶	\$ 71,566,822
11.	2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021.	
	A. 2021 market value.	\$ 0
	B. 2022 productivity or special appraised value:	- \$ 0
	C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 71,566,822
13.	Adjusted 2021 taxable value. Subtract Line 12 from Line 8.	\$ 2,467,003,015
14.	Adjusted 2021 total levy. Multiply Line 4 by Line 13 and divide by \$100.	\$ 37,128,395
15.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the district for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁸	\$ 53,827
16.	Adjusted 2021 levy with refunds. Add Line 14 and Line 15. ⁹ Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in 2021 from the result.	\$ 37,182,222
17.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. ¹⁰	
	A. Certified values. ¹¹	\$ 3,642,226,880
	B. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	- \$ 0
	C. Total 2022 value. Subtract B from A.	\$ 3,642,226,880
18.	Total value of properties under protest or not included on certified appraisal roll. ¹²	
	A. 2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹³	\$ 151,730,340
	B. 2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. ¹⁴	+ \$ 0
	C. Total value under protest or not certified. Add A and B.	\$ 151,730,340
19.	2022 tax ceilings. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ¹⁵	\$ 848,405,491

⁶ Tex. Tax Code § 26.012(15)
⁷ Tex. Tax Code § 26.012(15)
⁸ Tex. Tax Code § 26.012(13)
⁹ Tex. Tax Code § 26.012(13)
¹⁰ Tex. Tax Code §§ 26.012, 26.04(c-2)
¹¹ Tex. Tax Code § 26.012(6)
¹² Tex. Tax Code § 26.01(c) and (d)
¹³ Tex. Tax Code § 26.01(c)
¹⁴ Tex. Tax Code § 26.01(d)
¹⁵ Tex. Tax Code § 26.012(6)(B)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
20.	2022 total taxable value. Add Lines 17C and 18C. Subtract Line 19.	\$ 2,945,551,729
21.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed by the school district.	\$ 0
22.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, 2021, and be located in a new improvement.	\$ 88,170,926
23.	Total adjustments to the 2022 taxable value. Add lines 21 and 22.	\$ 88,170,926
24.	Adjusted 2022 taxable value. Subtract line 23 from line 20.	\$ 2,857,380,803
25.	2022 NNR tax rate. Divide line 16 by line 24 and multiply by \$100.	\$ 1.301269/\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates.¹⁸

- Maximum Compressed Tax Rate (MCR):** A district’s maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment.¹⁹
- Enrichment Tax Rate :**²⁰ A district’s enrichment tax rate is defined as any tax effort in excess of the district’s MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield.²¹
- Debt Rate:** The debt rate includes the debt service necessary to pay the school district’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district’s maintenance and operations (M&O) tax rate. Districts cannot increase the district’s M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district’s debt service.²²

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district’s website 30 days prior to the election.²³ Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit*.²⁴

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
26.	2022 maximum compressed tax rate (MCR). TEA will publish compression rates based on district and statewide property value growth. Enter the school districts’ maximum compressed rate based on guidance from TEA. ²⁵	\$ 0.804600/\$100
27.	2022 enrichment tax rate. Enter the greater of A and B. ²⁶ A. Enter the district’s 2021 enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) 0.170000 B. \$0.05 per \$100 of taxable value \$ 0.050000/\$100	\$ 0.170000/\$100
28.	2022 maintenance and operations (M&O) tax rate. Add Lines 26 and 27. Note: M&O tax rate may not exceed the sum of \$0.17 and the district’s maximum compressed rate. ²⁷	\$ 0.974600/\$100

¹⁶ [Reserved for expansion]
¹⁷ [Reserved for expansion]
¹⁸ Tex. Tax Code §26.08(n)
¹⁹ Tex. Edu. Code §48.2551(a)(3)
²⁰ Tex. Tax Code §26.08(j) and Tex. Edu. Code §45.0032
²¹ Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)
²² Tex. Edu. Code §45.0021(a)
²³ Tex. Edu. Code §11.184(b)
²⁴ Tex. Edu. Code §11.184(b-1)
²⁵ Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)
²⁶ Tex. Tax Code §26.08(n)(2)
²⁷ Tex. Edu. Code §45.003(e)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	<p>Total 2022 debt to be paid with property tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <ul style="list-style-type: none"> (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district’s budget as M&O expenses. <p>A. Debt includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.</p> <p>Enter debt amount: \$ <u>18,304,370</u></p> <p>B. Subtract unencumbered fund amount used to reduce total debt. – \$ <u>1,015,029</u></p> <p>C. Subtract state aid received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. – \$ <u>0</u></p> <p>D. Adjust debt: Subtract B and C from A.</p>	\$ <u>17,289,341</u>
30.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>2,561,582</u>
31.	Adjusted 2022 debt. Subtract line 30 from line 29D.	\$ <u>14,727,759</u>
32.	<p>2022 anticipated collection rate. If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³⁰</p> <p>A. Enter the 2022 anticipated collection rate certified by the collector.³¹ <u>100.00</u> %</p> <p>B. Enter the 2021 actual collection rate <u>101.07</u> %</p> <p>C. Enter the 2020 actual collection rate <u>99.45</u> %</p> <p>D. Enter the 2019 actual collection rate <u>102.49</u> %</p>	<u>100.00</u> %
33.	<p>2022 debt adjusted for collections. Divide Line 31 by Line 32.</p> <p>Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in 2022 to the result.</p>	\$ <u>14,727,759</u>
34.	2022 total taxable value. Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,945,551,729</u>
35.	2022 debt rate. Divide Line 33 by Line 34 and multiply by \$100.	\$ <u>0.500000</u> /\$100
36.	<p>2022 voter-approval tax rate. Add Lines 28 and 35.</p> <p>If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system’s abolition to the sum of Lines 28 and 35.³²</p>	\$ <u>1.474600</u> /\$100

SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district’s expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
37.	<p>Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ.³³ The school district shall provide its tax assessor with a copy of the letter.³⁴</p>	\$ <u>0</u>

²⁸ Tex. Tax Code § 26.012(7)
²⁹ Tex. Tax Code §§26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §§26.04(h), (h-1) and (h-2)
³¹ Tex. Tax Code §26.04(b)
³² Tex. Tax Code §26.08(g)
³³ Tex. Tax Code § 26.045(d)
³⁴ Tex. Tax Code § 26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
38.	2022 total taxable value. Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,945,551,729</u>
39.	Additional rate for pollution control. Divide line 37 by line 38 and multiply by \$100.	\$ <u>0</u> /\$100
40.	2022 voter-approval tax rate, adjusted for pollution control. Add line 36 and line 39.	\$ <u>1.474600</u> /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year.³⁵ As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
41.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1.505000</u> /\$100
42.	2021 voter-approval tax rate. If the school district adopted a tax rate above the 2021 voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	\$ <u>0</u> /\$100
43.	Increase in 2021 tax rate due to disaster (disaster pennies). Subtract Line 42 from Line 41.	\$ <u>0</u> /\$100
44.	2022 voter-approval tax rate, adjusted for prior year disaster. Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	\$ <u>1.474600</u> /\$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate \$ 1.301269 /\$100
 Enter the 2022 NNR tax rate from Line 25.

Voter-Approval Tax Rate \$ 1.474600 /\$100
 As applicable, enter the 2022 voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: 36

SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code.³⁶

print here ➔ Jayna Dean
 Printed Name of School District Representative

sign here ➔ Jayna Dean
 School District Representative

8/03/2022
 Date

³⁵ Tex. Tax Code §26.042(f) and Tex. Edu. Code § 45.0032(d)
³⁶ Tex. Tax Code §26.04(c)

ORDINANCE TO SET TAX RATE

WHEREAS: The Lovejoy ISD Board of Trustees is charged with the Responsibility of providing the necessary Maintenance and Operating Funds to effectively operate the District; and, the Necessary Debt Service Funds to service the District's debts:

THEREFORE: BE IT ORDERED that the 2022 Tax Rate for Lovejoy ISD be set at:

\$.9746.....Per \$100.00 Value.....Maintenance & Operations
\$.5000.....Per \$100.00 Value.....Debt Service
\$1.4746 TOTAL TAX RATE

Such taxes are to be assessed and collected by the Collin County Tax Office.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

This order was adopted by the Lovejoy ISD Board of Trustees:

Voting for Adoption:_____

Voting Against Adoption:_____

Abstaining from Vote:_____

ATTEST:

Lovejoy ISD Board of Trustees
President

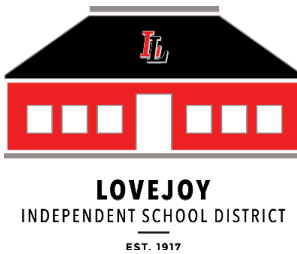
August 8, 2022
Date

Lovejoy ISD Board of Trustees
Secretary

August 8, 2022
Date

13. Consider and Act on Approval for Purchase of Attendance Credits for Chapter 49
Excess Local Revenue

Presenter: Dr. Jennifer DuPlessis, Assistant Superintendent of Finance and Operations



Lovejoy Independent School District Board of Trustees

Date of Meeting	August 8, 2022
Document Title	Purchase of Attendance Credits for Chapter 49 Excess Local Revenue
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Jennifer DuPlessis, Ph.D. Assistant Superintendent of Finance & Operations

Executive Summary

Pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the Commissioner of Education as authorized by the TEC, 49.006 including authorizing the Board President, Board Secretary and the Superintendent of the district to execute any documents necessary to accomplish the purpose of reducing its local revenue level to a level not to exceed the level established under TEC, 48.257 for the school year for Lovejoy ISD.

The District is required to sign and submit a contract that informs the state which option has been chosen to reduce its local revenue level for the 2022-2023 school year. There are five (5) options available to reduce local revenue levels.

- Option 1 – Consolidate with another district,
- Option 2 – Detach property,
- Option 3 – Purchase attendance credits from the state,
- Option 4 – Contract to educate nonresident students, and/or
- Option 5 – Consolidate tax bases with another district

Staff recommends electing Option 3 to achieve the required local revenue level for the 2022-2023 school year, as we have each year and most school districts throughout the state select.

For the 2022–2023 school year, we are requesting delegation of contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the Superintendent, solely for the purpose of obligating the District under TEC, 48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the Commissioner of Education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credits or the Agreement for the Purchase of Attendance Credits (Netting Chapter 48 Funding).

TEA requires all districts classified as a “Chapter 49 district” to execute an agreement each year.

Fiscal Implications

No new fiscal implications; required selection of method for state to recapture excess local revenue.

Administrator Recommendation

It is the recommendation of Administration that the Board of Trustees authorize the purchase of attendance credits to address excess local revenue.

Board Priority

Priority 4

Lovejoy ISD will develop stronger community connections and confidence through effective communication with both internal and external stakeholders. Through a shared commitment to our mission and core values, we will build upon Lovejoy ISD’s tradition of excellence. We will maintain high expectations and leverage the collective impact of the Lovejoy ISD community to ensure achievement of outcomes on behalf of students. Lovejoy ISD traditions will enable us to honor the past, celebrate the present, and provide a continuing legacy for the future.

Agreement for the Purchase of Attendance Credit

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year

The school year to which this agreement applies is 2022-2023 (the “school year”).

The agreement is for Lovejoy School District (“the district”), with a county-district number of 043919, to purchase attendance credit from the state for the school year.

This agreement is subject to the approval of the voters of the district as provided by the TEC, §49.156. The board of trustees of the district agrees to submit to the commissioner of education, on request, a certified copy of the board minutes showing the canvass of the election.

Initial payments will be based on the commissioner’s estimate of the total cost of credit as determined under TEC, §49.153, using the district’s projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year. The district agrees to make the payments in accordance with the schedule specified in the TEC, §49.154.

The total cost of credit will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district’s maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year is available. If that amount is less than the amount paid by the district through August 15 of the school year, the difference will be refunded. If that amount is greater than the amount paid, the district shall remit an amount equal to the difference for deposit in the state treasury to be used for the Foundation School Program.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year’s cost until the total amount of the reduction has been exhausted.

Date:

Signature of President, Board of Trustees

Date:

Signature of Secretary, Board of Trustees

Signature of Superintendent

Katie Kordel

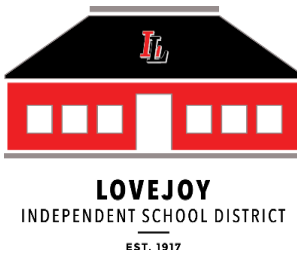
Date: _

Typed Name of Superintendent

Date: _

Signature of Commissioner of Education or Designee

14. Consider and Act on Approval of Annual Memorandum of Understanding with the Collin County Juvenile Services and Juvenile Justice Alternative Education Program
Presenter: Kevin Parker, Executive Director of Student Services



Lovejoy Independent School District Board of Trustees

Date of Meeting	Monday, August 8, 2022
Document Title	Collin County Juvenile Services Memorandum of Understanding
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Kevin Parker, Exec. Director of Student Services

Executive Summary

This Memorandum of Understanding (“MOU”) is pursuant to Chapter 37 of the Texas Education Code and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the Collin County Juvenile Probation Juvenile Justice Alternative Education Program (“JJAEP”) as the agent for the Juvenile Board of Collin County, Texas (“Juvenile Board”) and the Independent School Districts of Collin County including Lovejoy ISD.

The Juvenile Board is mandated by Education Code Section 37.011 to develop a Juvenile Justice Alternative Education Program (“JJAEP”) subject to the approval of the Texas Juvenile Justice Department.

Lovejoy ISD is mandated by Texas Education Code Section 37.007 (a), (d), and (e) to expel student for mandatory offenses and has the discretion to expel students under Education Code Sections 37.007 and Education Code Section 37.0081A through Section 37.0081V. The State of Texas has determined that public school students that 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 the school districts to fulfill their primary mission of educating Texas youth.

This MOU is an agreement in a cooperative effort between the educational community and the juvenile justice system with primary goals of the program being education and rehabilitation of juvenile offenders.

Fiscal Implications

2022-2023 School Year
JJAEP Student Daily Fee Schedule

	Regular Education	Special Education
Title V	80.00	86.00
Discretionary	107.00	107.00
Self-Contained	118.00	118.00
Serious Misbehavior	115.00	115.00

Administrator Recommendation

Administration recommends approval of the Memorandum of Understanding with the Collin County Juvenile Services Juvenile Justice Alternative Education Program.

Board Priority

Priority 1

Lovejoy ISD will continue to demonstrate growth in student academic achievement as evidenced by a broad range of academic measures appropriate for the elementary, intermediate, middle, and high school levels. The Lovejoy ISD Graduate Profile (Intellectually Equipped, Open to the Challenges of Learning, Well-Rounded, Engaged in a Healthy Lifestyle, Fair and Respectful of Others, Works for Justice in the Community) will become a prevalent part of all students' pursuits. Students will personify the Graduate Profile by experiencing challenging and engaging learning. Research-based instructional strategies will be strategically partnered with innovation. Profound learning will develop key skills essential to thriving now and in the future. Technology will be leveraged to enhance individualization, deepen learning, and prepare students for an increasingly technology-driven workforce.

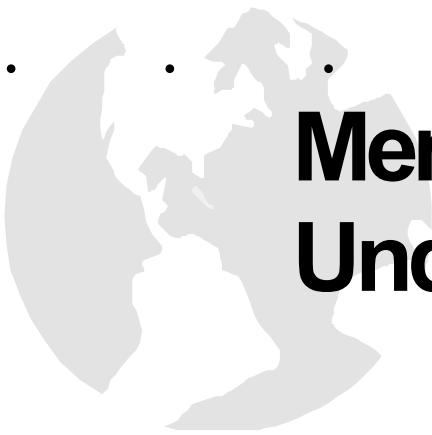
Priority 3

Lovejoy ISD will evaluate all areas which impact the student experience. A sustained focus on continual improvement in all aspects of district services remains a constant with the continued goal of providing the highest quality of learning experiences for our students. In support of organizational health and effectiveness, Lovejoy ISD will establish a plan for short and long-term financial sustainability. We will strategically balance financial decision-making with Lovejoy ISD's mission and commitment to the Lovejoy experience. A financial assessment, identification of priorities, and intentional decision-making will support strategic financial planning. Zero-based budgeting will be utilized and transparency will be prioritized.

Priority 5

Lovejoy ISD will continuously examine and analyze the best practices of implementation for safety and security; enhancing safety and protecting the positive learning environment and by ensuring the personal/social needs of Lovejoy students are addressed.

2022-2023



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**Memorandum of
Understanding**

*Collin County Juvenile Services
Juvenile Justice Alternative Education Program*

This Memorandum of understanding (“MOU”) is entered into pursuant to Chapter 37 of the Texas Education Code and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the Collin County Juvenile Probation Juvenile Justice Alternative Education Program (“JJAEP”) as the agent for the Juvenile Board of Collin County Texas (“Juvenile Board”), and the Independent School Districts of Collin County (i.e. McKinney ISD, Plano ISD, Allen ISD, Anna ISD, Blue Ridge ISD, Celina ISD, Community ISD, Farmersville ISD, Frisco ISD, Lovejoy ISD, Melissa ISD, Princeton ISD, Prosper ISD, Royse City ISD, Wylie ISD) (“ISDs”).

WHEREAS Collin County has a population greater than 125,000 and the Juvenile Board has been mandated by Education Code Section 37.011 to develop a Juvenile Justice Alternative Education Program (“JJAEP”) subject to the approval of the Texas Juvenile Justice Department (“TJJJ”); and,

WHEREAS the ISDs are located in whole or in part within Collin County; and

WHEREAS the ISDs have been mandated by Texas Education Code Sec. 37.007 (a), (d), and (e) to expel students for mandatory offenses; and,

WHEREAS the ISDs have the discretion to expel students under Education Code Sec.37.007 (b), (c); and,

WHEREAS the ISDs have the discretion to expel students under Education Code Section 37.0081A through Section 37.0081V; and,

WHEREAS the State of Texas has determined that public school students that 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 the school districts to fulfill their primary mission of educating Texas youth; and

WHEREAS the parties hereto agree that the JJAEP is a cooperative effort between the educational community and the juvenile justice system with primary goals of the program being education and rehabilitation of juvenile offenders;

NOW THEREFORE THE PARTIES AGREE THAT:

I. ADMINISTRATION OF COLLIN COUNTY JUVENILE PROBATION JJAEP

Collin County JJAEP shall administer the educational portion of the JJAEP program; shall maintain all educational records applicable to the ISDs with regard to the status and the ultimate disposition of each student assigned to the JJAEP and shall provide the necessary curriculum, including but not limited to bilingual services, in accordance with the Texas Education Code as it exists or may be amended, and; other such responsibilities normally associated with the administration of educational services. McKinney ISD shall provide curriculum, teachers and other personnel through a separate Interlocal Agreement. Such personnel will remain employees of McKinney ISD, and their duties and responsibilities are as described in such Interlocal Agreement. All personnel providing services in the JJAEP program will strive to provide an educational program for the students at the JJAEP that meet high academic standards.

Collin County shall serve as Fiscal Agent and shall collect and disburse funds applicable to educational services; shall be responsible for educational personnel serving the JJAEP program; shall maintain all educational records applicable to the program and shall correspond with each student's home district with regard to the status of each assigned student; and shall oversee the delivery of all necessary curriculums.

The expenses for the educational program shall be covered by those funds received in compliance with this section. Each district that has a student that receives services from the JJAEP under a discretionary placement in accordance with Tex. Educ. Code §37.0081 for conduct defined as a felony under Title V of the Texas Penal Code, other than students that received individualized services or those that are classified as "special populations" in Section 6 below, will be billed at the end of the JJAEP school year by Collin County in the amount of eighty-six dollars (\$86.00) per day for all days assigned to the JJAEP starting on the date of enrollment. Each district that has a student that receives services from the JJAEP under any other discretionary placement, other than students that received individualized services or those that are classified as "special populations" or students who have engaged in "serious" misbehavior while in an ISD's alternative education program (see 6.4 and 2.7 below for daily rates applying to such students), will be billed at the end of the JJAEP school year by Collin County in the amount of one hundred seven dollars (\$107.00) per day for all days assigned to the JJAEP starting on the date of enrollment. JJAEP will accept all mandatory and discretionary JJAEP placements for the period ordered by the sending ISD, subject to paragraph 2.3 herein. Any surplus funds existing at the conclusion of a school year will be utilized to the benefit of the JJAEP and the ISDs' students. The due date for payment of all invoices to ISDs, and the interest on late payments, shall be as provided by Tex. Gov't. Code Ch. 2251.

The Juvenile Board shall provide personnel in the form of a JJAEP Coordinator, as the Administrator of Record with the Texas Juvenile Justice Department, who will conduct day-to-day administration duties; school resource officers/caseworkers and juvenile probation/supervision officers to assure compliance with school district rules and regulations and the terms of each student's probation, under the direction of the Director of Juvenile Probation Services. The JJAEP shall conform to the standards and guidelines of the Texas Juvenile Justice Department. Furthermore, the JJAEP personnel shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary where necessary, with the Texas Education Code, including, but not limited to, Chapters 39 and 42 of the Texas Education Code.

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

- 2.1 The parties to this MOU acknowledge that Texas Education Code Sec. 37.011 (a) requires that every expelled student in a county with a population of 125,000 or greater 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 JJAEP to provide educational services to all expelled students of Collin County.
- 2.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law. If, during the period of expulsion, a student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the principal, another appropriate administrator, or the Board may issue an additional disciplinary order as a result of those proceedings. JJAEP will work with the respective ISD to determine the location for due process in this instance. Additional days of removal ordered for subsequent conduct while in the JJAEP will be served following completion of the student's initial placement in JJAEP. Discipline will not run concurrently.
- 2.3 Students who are removed from their "home campus" on a discretionary offense according to the Texas Education Code Chapter 37 must go directly to their Discretionary Alternative Education Program. These removals may be considered as a JJAEP discretionary placement on a case by case basis and review of that ISD's student code of conduct.
- 2.4 In order to avoid undue disruption of the educational process, each ISD shall notify the JJAEP of their intent to schedule an expulsion hearing. If this hearing results in an expulsion, then notification in writing should be provided to the JJAEP as soon as the expulsion hearing of a regular education student has concluded. In assigning a term of expulsion, the expelling ISD shall assign a term of not less than thirty (30) school days. Administrators of the ISD and JJAEP may agree on deviations from the minimum and maximum length of stay or placement on a case-by-case basis. A term of removal shall require successful completion of the assigned term. A successful school day is determined by the appropriate administrator at the JJAEP giving consideration to factors including but not limited to attendance, behavior, and academics. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence.
- 2.5 If the student is expelled under any mandatory or Title 5 felony expulsion provision, the referral to the JJAEP requires a law enforcement report, including but not limited to an arrest report, an at-large charge, an arrest warrant, and/or notice under Article 15.27 of the Code of Criminal Procedure. If a student is removed to JJAEP under the registered sex offender provision, the referral to JJAEP requires official documentation of this registration.
- 2.6 All expulsions referred to the JJAEP require the sharing of records. For this reason, the ISDs designate the JJAEP as a school official with a legitimate educational interest in the educational records of students assigned to the JJAEP. Similarly, JJAEP designates the ISDs as school officials with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the ISDs and JJAEP will be maintained in accordance with the Family Education Rights and Privacy Act and will only be disclosed and/or discussed with school officials who have a legitimate educational interest in the records.

A. INTERAGENCY SHARING OF EDUCATIONAL RECORDS

- (a) In this section:
- (1) "Educational records" means records in the possession of a primary or secondary educational institution that contain information relating to a student, including information relating to the student's:
- (A) identity;
 - (B) special needs;
 - (C) educational accommodations;
 - (D) assessment or diagnostic test results;
 - (E) attendance records;
 - (F) disciplinary records;
 - (G) medical records; and
 - (H) psychological diagnoses.
- (2) "Juvenile service provider" means a governmental entity that provides juvenile justice or prevention, medical, educational, or other support services to a juvenile. The term includes:
- (A) a state or local juvenile justice agency as defined by Section 58.101;
 - (B) health and human services agencies, as defined by Section 531.001, Government Code, and the Health and Human Services Commission;
 - (C) the Department of Public Safety;
 - (D) the Texas Education Agency;
 - (E) an independent school district;
 - (F) a juvenile justice alternative education program;
 - (G) a charter school;
 - (H) a local mental health or mental retardation authority;
 - (I) a court with jurisdiction over juveniles;
 - (J) a district attorney's office;
 - (K) a county attorney's office; and
 - (L) a children's advocacy center established under Section 264.402.
- (3) "Student" means a person who:
- (A) is registered or in attendance at a primary or secondary educational institution; and
 - (B) is younger than 18 years of age.
- (b) At the request of a juvenile service provider, an independent school district or a charter school shall disclose to the juvenile service provider confidential information contained in the student's educational records if the student has been:
- (1) taken into custody under Section 52.01; or
 - (2) referred to a juvenile court for allegedly engaging in delinquent conduct or conduct indicating a need for supervision.
- (c) An independent school district or charter school that discloses confidential information to a juvenile service provider under Subsection (b) may not destroy a record of the disclosed information before the seventh anniversary of the date the information is disclosed.

- (d) An independent school district or charter school shall comply with a request under Subsection (b) regardless of whether other state law makes that information confidential.
- (e) A juvenile service provider that receives confidential information under this section shall:
 - (1) certify in writing that the juvenile service provider receiving the confidential information has agreed not to disclose it to a third party, other than another juvenile service provider; and
 - (2) use the confidential information only to:
 - (A) verify the identity of a student involved in the juvenile justice system; and
 - (B) provide delinquency prevention or treatment services to the student.
- (f) A juvenile service provider may establish an internal protocol for sharing information with other juvenile service providers as necessary to efficiently and promptly disclose and accept the information. The protocol may specify the types of information that may be shared under this section without violating federal law, including any federal funding requirements. A juvenile service provider may enter into a memorandum of understanding with another juvenile service provider to share information according to the juvenile service provider's protocols. A juvenile service provider shall comply with this section regardless of whether the juvenile service provider establishes an internal protocol or enters into a memorandum of understanding under this subsection unless compliance with this section violates federal law.
- (g) This section does not affect the confidential status of the information being shared. The information may be released to a third party only as directed by a court order or as otherwise authorized by law. Personally identifiable information disclosed to a juvenile service provider under this section is not subject to disclosure to a third party under Chapter 552, Government Code.
- (h) A juvenile service provider that requests information under this section shall pay a fee to the disclosing juvenile service provider in the same amounts charged for the provision of public information under Subchapter F, Chapter 552, Government Code, unless:
 - (1) a memorandum of understanding between the requesting provider and the disclosing provider:
 - (A) prohibits the payment of a fee;
 - (B) provides for the waiver of a fee; or
 - (C) provides an alternate method of assessing a fee;
 - (2) the disclosing provider waives the payment of the fee; or
 - (3) disclosure of the information is required by law other than this subchapter.

2.7 The expulsion order, when forwarded to the JJAEP, should have attached: family contact information, withdrawal grades, most recent report card, prior TAKS or STAAR scores, transcript, and immunization records. If the expulsion is for serious misbehavior, JJAEP will require the discipline records that constitute the behavior for which that student was expelled. When applicable, special education records that include the most recent ARD, IEP, and manifestation determination are required.

2.8 Each ISD in Collin County that chooses to expel a student from the ISD for serious misbehavior under Texas Education Code Sec. 37.007(c) shall adopt the definitions of "serious" misbehavior in 2.8 below in its own student code of conduct. This may result in expulsion from the District Alternative Education Program. The student may be subject to expulsion for serious misbehavior only if the student is already in a

school District Alternative Education Program, and engages in, or continues to engage in the serious misbehavior that violates the district's student code of conduct. Those students expelled under Texas Education Code Sec. 37.007(c), classified as "serious" will be billed at the end of the year by Collin County in the amount of one hundred fifteen dollars (\$115.00) per day for all days assigned to the JJAEP starting on the date of enrollment

2.9 "Serious Misbehavior" is defined to mean: shall include, but not be limited to, the following offenses that occur on school premises:

- A. Deliberate violent behavior that poses a direct threat to the health and safety of others.
- B. Extortion (gaining of money or property by force of threat.)
- C. Coercion as defined by the Penal Code Sec. 1.07
 - a.)to commit an offense;
 - b.)in inflict bodily injury in the future on the person threatened or another;
 - c.)to accuse a person of any offense;
 - d.)to expose a person to hatred, contempt or ridicule;
 - e.)to harm the credit or business repute of any person; or
 - f.)to take or withhold action as a public servant, or to cause a public servant to take or withhold action.
- D. Public Lewdness (PC 21.07)
- E. Indecent Exposure (PC 21.08)
- F. Criminal Mischief (PC 28.03)
- G. Personal Hazing; (TEC 37.152)
- H. Harassment (PC 42.07 (a) (1) of a student or employee

2.10 In the event that a student becomes a danger to himself, JJAEP personnel, or other students within the program, or becomes a disruption of the learning environment so severe as to make it detrimental to the other students within the JJAEP program, the JJAEP administration shall reserve the right to refer the student to the Juvenile Probation Office and /or refer those students back to their home campus for evaluation. Each ISD will be notified of the referral to the Juvenile Probation Office of any special education student of the ISD. Upon notification, the respective ISD will schedule an ARD meeting as soon as practicable in compliance with the IDEA.

2.11 Sec. 37.0012. DESIGNATION OF CAMPUS BEHAVIOR COORDINATOR

- (a) A person at each campus must be designated to serve as the campus behavior coordinator. The person designated may be the principal of the campus or any other campus administrator selected by the principal.
- (b) The campus behavior coordinator is primarily responsible for maintaining student discipline and the implementation of this subchapter.
- (c) Except as provided by this chapter, the specific duties of the campus behavior coordinator may be established by campus or district policy. Unless otherwise provided by campus or district policy: (1) a duty imposed on a campus principal or other campus administrator under this subchapter shall be performed by the campus behavior coordinator; and (2) a power granted to a campus principal or other campus administrator under this subchapter may be exercised by the campus behavior coordinator.

- (d) The campus behavior coordinator shall promptly notify a student's parent or guardian as provided by this subsection if under this subchapter the student is placed into in-school or out-of-school suspension, placed in a disciplinary alternative education program, expelled, or placed in a juvenile justice alternative education program or is taken into custody by a law enforcement officer. A campus behavior coordinator must comply with this subsection by: (1) promptly contacting the parent or guardian by telephone or in person; and
- (2) Making a good faith effort to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or guardian.

EDUCATION CODE CHAPTER 37. DISCIPLINE; LAW AND ORDER

(e) If a parent or guardian entitled to notice under Subsection (d) has not been reached by telephone or in person by 5 p.m. of the first business day after the day the disciplinary action is taken, a campus behavior coordinator shall mail written notice of the action to the parent or guardian at the parent's or guardian's last known address.

(f) If a campus behavior coordinator is unable or not available to promptly provide notice under Subsection (d), the principal or other designee shall provide the notice.

[Added by S.B. 107, 84th Leg., 2015.]

III. STUDENT REMOVAL & REVIEW OF PLACEMENT

- 3.1 Texas Education Code Sec. 37.303 requires the ISD's to remove a registered sex offender from the regular classroom upon receipt of notice under Article 15.27 or Chapter 62 of the Texas Code of Criminal Procedure. This removal should be to an appropriate placement for a term of at least one semester. Funding for students placed in the JJAEP under Sec. 37.303 shall be in the same manner and amounts as for other expelled students in Section I, Section II and Section VI herein.
- 3.2 For the purpose of placement in the JJAEP program a semester shall be defined as one full semester. Students entering into the program in the middle of a semester must complete the following full semester in order to allow for smooth transition of the child back to a regular education setting.
- 3.3 Texas Education Code Sec. 37.306 requires that at the end of that full semester the school district shall convene a committee to review that removed student's placement. That committee shall, by statute, consist of:
- 3.3.1 Classroom teacher from the campus the student would otherwise be assigned;
 - 3.3.2 The student's parole or probation officer or, if no assigned officer, a representative for the juvenile department;
 - 3.3.3 An instructor from the JJAEP alternative education setting;
 - 3.3.4 A school district designee selected by the Board; and
 - 3.3.5 A counselor employed by the ISD.

The committee, by a majority vote, shall determine and recommend to the Board of Trustees of the student's originating ISD whether the student should be returned to the regular classroom setting or remain in the JJAEP. If the committee recommends that the student be returned to the regular classroom setting, the ISD's board of trustees shall return the student to such setting unless it determines that the student's presence in the

regular classroom is a threat to the safety of others; is detrimental to the educational process; or is not in the best interests of the district's students.

- 3.4 If a student remains in the alternative setting, the board of trustees of the originating ISD shall before each school year convene the committee to review the student's placement, as outlined above.

IV. TRANSPORTATION

- 4.1 Transportation to the JJAEP is the responsibility of the sending district. Students should arrive at The Juvenile Complex, located at 4690 Community Ave, McKinney, Texas 75071 no earlier than 7:15 a.m., but no later than 8:00 a.m. on each day that school is in session according to JJAEP Calendar. Transportation home shall begin at 2:45 p.m.; all students should be picked up by 3:00 p.m.
- 4.2 The Sending district should provide the parent information on transportation at or during the expulsion process.

V. OPERATION OF THE JJAEP

- 5.1 The JJAEP calendar will be operate on a 9 weeks calendar with 173 total instructional days. Holidays and teacher work days will be according to the McKinney ISD calendar.
- 5.2 While a student is attending the JJAEP, the student may not participate in or attend any school district extracurricular activities at their home district or any other public school campus in the state of Texas.
- 5.3 Parents and sending districts will receive notice of a student's academic progress in accordance with the schedule; every nine weeks for the 2022-2023 school year.
- 5.4 Students enrolled in the JJAEP shall be provided the opportunity to be assessed through the State of Texas Assessments of Academic Readiness (STAAR) examination, as well as any and all other examinations as required by the State of Texas. The home districts shall be responsible for making these tests available. A JJAEP teacher will administer the tests on the JJAEP campus.
- 5.5 The JJAEP shall accept students between the ages of 10 to 17 years of age. Students voluntarily enrolled in an ISD beyond the age of 17 will be accepted at the JJAEP if removed to the JJAEP by an ISD. Special education students may be served beyond the age of 17 to the extent required by law.
- 5.6 To the extent technology is available at the JJAEP students enrolled in JJAEP will be provided Internet access for curricular activities, in accordance with McKinney ISD Acceptable Use Policies. Technology, to the extent available and appropriate, will be incorporated in the instruction provided at the JJAEP.
- 5.7 Transitional assistance for students at the JJAEP will be provided to assist with the transition from the JJAEP back to the student's home campus.
- 5.8 Students enrolled in JJAEP will be subject to a standardized dress code displayed in the Collin County Juvenile Justice Alternative Education Student Code of Conduct for that current school year.
- 5.9 The JJAEP shall adopt a student code of conduct in accordance with Tex. Educ. Code §37.001

VI. SPECIAL POPULATIONS

- 6.1 The JJAEP and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP.
- 6.2 When expelling a student with a disability who receives special education services, the expelling district, in accordance with applicable federal law, shall provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the students' expulsion. A representative of the JJAEP shall participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP program.
- 6.3 In the event a student is placed in the JJAEP who has not been identified by the ISD from which the student was expelled as being eligible to receive such services the JJAEP 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 JJAEP shall implement and be responsible for the academic elements of any program and the expelling ISD shall implement and deliver any required related services.
- 6.4 School Districts that refer a student with disabilities that are of a nature that it would require that they receive services in a self contained classroom at the JJAEP shall be billed at the rate of one hundred eighteen dollars (\$118.00) per day for the length of their expulsion to the JJAEP. All other students classified as a "Special Education" student will be billed at the rate of eighty six dollars (\$86.00) per day for the length of their expulsion for placements under Tex. Educ. Code 37.0081 for conduct defined as a felony under Title V of the Texas Penal Code. All students classified as "Special Education" but not falling into one of these two categories will be billed at the rate of one hundred seven dollars (\$107.00) per day for the length of their expulsion for discretionary placements.
- 6.5 348.208 Program Requirements (b) English as a Second Language (ESL). (1) The JJAEP, in collaboration with the sending school district, must 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 his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations must be maintained. "English as a Second Language" services and instruction are required to address the needs of any non-English speaking student. The home district's "Language Proficiency Admissions Committee (LPAC)" should meet within 30 days after the student is placed in the JJAEP to determine the amount of services necessary per week for the ESL or non-English speaking student. This should be monthly communication between the District LPAC and the JJAEP.
- 6.6 348.208 Program Requirements (c) Section-504-Eligible Students. (1) The JJAEP must ensure, in collaboration with the sending school district, 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 his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained.

VII. STUDENT ATTENDANCE / TRUANT CONDUCT

- 7.1 JJAEP will maintain accurate and current attendance records for all students enrolled. While a student is attending JJAEP, attendance will be taken on a daily basis and cross-referenced with a student sign-in sheet. This attendance will be sent by e-mail to the sending district on Friday of each week for those districts who require weekly notification. (An attendance day is indicated as an instructional day, in which a student is enrolled and present for a minimum of 4 hours that day.)

- 7.2 If a child has unexcused absences for 10 or more days or parts of days in a 6-month period the school district will be notified of this truant conduct. It is the responsibility of each ISD to impose remedial orders according to the law, House Bill 2398, Eighty-fourth Legislature and chapter 25 of the “Texas Education Code “or finds that a student falls under a “child in need of supervision” under 51.03(b) (2) of the Texas Family Code. The JJAEP shall within 2 working days report this truant conduct to the appropriate enforcement agency. It will be the responsibility of the home district to take proper measures on that student with the appropriate court in their district. This information will also be forwarded by JJAEP staff to the child’s probation officer if one applies.
- 7.3 Each district shall assign a person within their district to act as the “truancy” contact. This person shall be notified within the required 2 day period, as well as the child’s parent, Collin County Juvenile Probation will be notified if the child has an assigned probation officer.
- 7.4 JJAEP shall place a student on “inactive status” as defined in 37 Texas Administrative Code Sec. 348.2. “Inactive” is the attendance status assigned where the student is maintained as enrolled and not counted as absent or present from the JJAEP roster. A student shall be placed on “inactive status” for the following reasons; (a) Student is assigned to juvenile detention; (b) student is truant as defined by Texas Family Code 51.03(b) (2), (absences from school on ten (10) or more consecutive days or parts of days within a 6 month period in the same school year or on three (3) or more days or parts of days within a four (4) week period); (c) student is a documented runaway; (d) student has an extended illness documented by a medical professional. The inactive status shall begin as of the date noted on the verifying document.
- 7.5 JJAEP will “suspend” a student assigned to the JJAEP if that student has continuously violated the Collin County JJAEP Student Code of Conduct. This suspension could last up to (3) three school days. “Suspended” student attendance will be counted like “inactive” students where the attendance will not be counted absent or present from the CCJJAEP.
- 7.6 A student assigned to the Collin County Juvenile Justice Alternative Education Program (“JJAEP”) , that remains on “inactive” status for 30 consecutive days of non attendance shall be withdrawn from the JJAEP program as directed in 37 Texas Administrative Code §348.7 (g) (3). The withdrawal will take place on the 31st consecutive day of absence. If prior to the expiration of the thirty consecutive days of inactive status, it is determined that the student will not return to the JJAEP, the student may be withdrawn from the program.

VIII. GENERAL CONDITIONS

- 8.1 This agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 8.2 Any notice under the terms of this agreement by either party to the other shall be in writing and be effected by registered or certified mail, return receipt requested. Notice to McKinney ISD shall be sufficient if made or addressed to the Superintendent’s office and/or Dr. Rick McDaniel, McKinney Independent School District, #1 Duvall Street, McKinney, Texas 75069. Notice to the Juvenile Board shall be sufficient if made or addressed to the Honorable Cynthia M. Wheless, Judge 417th Judicial District Court, 2100 Bloomdale Rd, Suite 30290, McKinney, Texas 75071 or Hiram Lynn Hadnot, 4690 Community Ave., McKinney, Texas 75071. Notice to all other ISDs shall be made to the physical address of their administrative offices. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provision of this agreement.
- 8.3 The individuals executing the Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to

authorize the individual who is executing this agreement to do so on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this agreement in order for the same to be authorized and binding agreement on the party for whom the individual is signing this agreement and that each individual affixing his or her signature hereto is authorized to do so, and authorization is valid and effective on the date hereof.

- 8.4 This Memorandum of Understanding, including any attachments, contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Memorandum of Understanding shall be of any force or effect.
- 8.5 If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.
- 8.6 No assignment of this Memorandum of Understanding or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.
- 8.7 No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 8.8 This agreement will go into effect from the date the agreement is signed until July 8, 2023.
- 8.9 Neither Collin County nor any other party to this agreement waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this agreement and performance of the functions and obligations described herein.
- 8.10 The Parties to this agreement expressly acknowledge and agree that all monies paid pursuant to this agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.
- 8.11 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this Memorandum of Understanding, or to cease performing any act required by this Memorandum of Understanding, this Memorandum of Understanding shall be deemed to have been modified to conform to the requirements of such law or regulation.
- 8.12 This Memorandum of Understanding is governed by the laws of the State of Texas. Exclusive venue for any disputes arising under the agreement shall be the courts of Collin County, Texas.

Executed on the ___ 8th ___ day of ___ July ___, 2022



Chairman of the Juvenile Board
Collin County, Texas

Allen Independent School District

Anna Independent School District

Blue Ridge Independent School District

Celina Independent School District

Community Independent School District

Farmersville Independent School District

Frisco Independent School District

Lovejoy Independent School District

McKinney Independent School District

Melissa Independent School District

Plano Independent School District

Princeton Independent School District

Prosper Independent School District

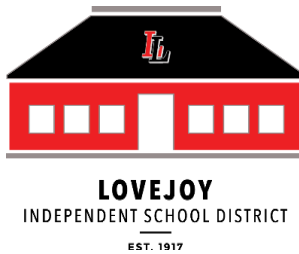
Royse City Independent School District

Wylie Independent School District

2022-2023 School Year
JJAEP Student Daily Fee Schedule

	Regular Education	Special Education
Title V	80.00	86.00
Discretionary	107.00	107.00
Self-Contained	118.00	118.00
Serious Misbehavior	115.00	115.00

15. Consider and Act on Approval Annual Memorandum Collin College and LISD Partnership - Agreement
Presenter: Dr. Laurie Tinsley, Assistant Superintendent of Curriculum and Instruction



Lovejoy Independent School District Board of Trustees

Date of Meeting	Monday, August 8, 2022
Document Title	Annual Collin County Community College Partnership Agreement
Presented For	<input checked="" type="checkbox"/> Board Action <input type="checkbox"/> Report/Review Only
Supporting Documents	<input type="checkbox"/> None <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Provided Later
Administrator Responsible	Dr. Laurie Tinsley, Assistant Superintendent of Curriculum and Instruction
Executive Summary	
<p>Recommendation for Collin County Community College District and Lovejoy Independent School District to enter into a Partnership Agreement to provide opportunities for high school students to concurrently enroll in college courses and programs. This agreement is written in accordance with Title 19, Part 1, Chapter H of the Texas Administrative Code pertaining to partnerships between secondary schools and public two year colleges.</p> <p>Collin County Community College and the Lovejoy Independent School District agree to enter into a partnership to award dual credit. Concurrent enrollment allows students to be enrolled in high school and college at the same time. Dual credit courses are available to concurrently enrolled students and award both high school and college credit for the same class.</p> <p>College courses offered include: English, Algebra, Statistics, Calculus, Economics, Government and Health Sciences.</p>	
Fiscal Implications	
None	
Administrator Recommendation	

Administration recommends approval of the partnership agreement with the Collin County Community College District and Lovejoy Independent School District.

Board Priority

Priority 1

Lovejoy ISD will continue to demonstrate growth in student academic achievement as evidenced by a broad range of academic measures appropriate for the elementary, intermediate, middle, and high school levels. The Lovejoy ISD Graduate Profile (Intellectually Equipped, Open to the Challenges of Learning, Well-Rounded, Engaged in a Healthy Lifestyle, Fair and Respectful of Others, Works for Justice in the Community) will become a prevalent part of all students' pursuits. Students will personify the Graduate Profile by experiencing challenging and engaging learning. Research-based instructional strategies will be strategically partnered with innovation. Profound learning will develop key skills essential to thriving now and in the future. Technology will be leveraged to enhance individualization, deepen learning, and prepare students for an increasingly technology-driven workforce.

Priority 3

Lovejoy ISD will evaluate all areas which impact the student experience. A sustained focus on continual improvement in all aspects of district services remains a constant with the continued goal of providing the highest quality of learning experiences for our students. In support of organizational health and effectiveness, Lovejoy ISD will establish a plan for short and long-term financial sustainability. We will strategically balance financial decision-making with Lovejoy ISD's mission and commitment to the Lovejoy experience. A financial assessment, identification of priorities, and intentional decision-making will support strategic financial planning. Zero-based budgeting will be utilized and transparency will be prioritized.



**Collin County Community College District
and
Lovejoy Independent School District**

Partnership Agreement for 2022-2023

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Collin County Community College District and Lovejoy Independent School District

Partnership Agreement for 2022-2023



Collin County Community College District (Collin College or the “College”) and the Lovejoy Independent School District (Lovejoy ISD) hereby enter into the following Partnership Agreement (“Agreement”) to provide opportunities for high school students to concurrently enroll in college courses and programs. This agreement is written in accordance with Title 19, Part 1, Chapter 9, Subchapter H of the Texas Administration Code pertaining to partnerships between secondary schools and public two-year colleges.

Collin County Community College District and the Lovejoy Independent School District agree to enter into a partnership to award dual course credit. Concurrent enrollment allows students to be enrolled in high school and college at the same time. Dual credit courses are available to concurrently enrolled students and award both high school and college credit for the same class. Unless noted, this Agreement applies to concurrent enrollment for dual credit only.

STUDENT ELIGIBILITY

Prior to enrolling in college classes, students must satisfy Texas Success Initiative (TSI) requirements. The TSI assessment is a test in reading, writing, and mathematics that is required of all students taking college-level courses at a public college in Texas. Students must also satisfy all college local assessment requirements.

High school students may be exempt from state-mandated testing if they meet the qualifying standards listed in the current Collin College Catalog. Exemptions may be extended for the SAT or ACT. Dual credit students may be able to use temporary waivers (TSI waived for one year) with appropriate scores in PSAT/NMSQT, ACT-Aspire, STAAR English II or Algebra I.

Students may also be exempt if they are enrolling in workforce education courses contained in a Level I certificate or a program leading to a credential of less than a Level I certificate.

Students must have permission from Lovejoy ISD to enroll. The College must be notified if students are receiving dual credit or only concurrent credit. Lovejoy ISD must also provide a letter notifying the College of early graduates.

Official high school transcripts are not required to participate in the Collin College Dual Credit Program. However, one may be required to demonstrate college readiness and to confirm academic information such as test scores, grade classification, vaccination, and other pertinent information.

FACULTY SELECTION, SUPERVISION, AND EVALUATION

All instructors will meet the minimum requirements to teach as specified by the SACSCOC.

The College shall select, supervise, and evaluate instructors for courses which result in the award of dual credit.

Instructors teaching dual credit courses will be required to meet the same standards, reviews, and approval procedures used by the college to select all College faculty.

Official transcripts of all faculty must be kept on file at the College.

Dual Credit Embedded Faculty FAQs are attached as Appendix E.

LOCATION OF CLASS AND STUDENT COMPOSITION OF CLASS

Dual Credit courses may be taught on one of the College's campuses, at the high school, online, or at an agreed upon location. Dual credit courses need a minimum of 15 students to be offered regardless of location. Workforce/CTE classes may have exceptions to this minimum as they are limited by space and teacher to student ratios for safety. All course minimums are subject to review by the College's Academic Department Deans. During Maymester and Wintermester terms, dual/concurrent credit students may enroll in one online course.

Courses will be comprised of dual credit high school students only or of dual credit high school students and college credit students if offered online or on a Collin campus. High school students will not be allowed to concurrently enroll in college courses for high school credit only.

ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

Lovejoy ISD must provide an atmosphere which promotes a collegiate environment for classes which includes adequate classroom facilities, and minimizes disruptions of college classes for announcements, pep rallies, etc., or removal of students from class to conduct high school related activities. After a term's registration period has started, changes cannot be made to the College's class schedule, unless there are extenuating circumstances.

Dual credit courses will follow the Collin College academic calendar. If the Lovejoy calendar is different from that of Collin College, the College and Lovejoy ISD will identify a mutually agreeable alternative arrangement for course continuation.

High school dual credit and concurrent enrollment students will have access to all college academic and student support services including, but not limited to, libraries, electronic library resources, writing centers, tutorial services, assessment, admissions, and academic advisement. Some services are available only on Collin College's campuses.

Per HB1638, all dual credit students receive academic and/or college readiness advising as referenced in the attached Appendix A. Per SB 1277, Lovejoy ISD designates the high school campus counselor as responsible for academic advising to students in the dual credit program.

High school dual credit and concurrent enrollment students agree to abide by all Collin College policies and procedures as outlined in the current Student Handbook.

Students with disabilities who need accommodations must apply for disability services, provide current documentation, and be determined eligible for the accommodations at Collin College. Not all students who qualify for modification for high school classes will be eligible for accommodations in college classes.

If determined eligible for academic accommodations at Collin College, students must request accommodations each semester. Dual credit course location will determine who provides the academic accommodation needs determined by Collin College's ACCESS Department. Dual credit course accommodations offered on the high school campus are provided by high school personnel. Dual credit course accommodations offered on a Collin College campus will be provided by Collin College personnel.

ELIGIBLE COURSES

All courses offered for dual credit will be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual or as a college level technical course in an Associate of Applied Science (AAS) degree or certificate program. Collin College does not offer physical education activity courses for dual credit.

A course equivalency crosswalk that identifies the number of credits that may be earned for each course completed through the dual credit program in the attached Appendix B has been approved for the 2022-2023 academic year. Programs listed in the attached Appendix C have been approved for the 2022-2023 academic year.

Additional courses may be added with approval from Lovejoy ISD and Collin College. An addendum will be created if three or more additional courses are requested by Lovejoy ISD.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

The College will ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards will be upheld regardless of the student composition of the class. Dual Credit courses will take additional considerations regarding content appropriateness for students under 18 years old.

Students will be expected to meet all requirements of the dual credit and concurrent enrollment class and will receive letter grades on their Collin College transcript. College faculty will provide numeric grades at the end of the semester to be weighted or factored into the student's high school grade point average as determined by Lovejoy ISD. Mid-term grades will be provided upon request. Faculty members teaching dual credit courses will alert both the College liaison and the designated high school counselor of any students having academic difficulty.

Faculty are conscious of FERPA guidelines when communicating with students about grades. Grade information is not provided over the phone or via non-college e-mail. Currently grades of A, B, C, D, F, and I are awarded by faculty to each student on their college transcript. Grades of "I" are only temporary and must be resolved by the end of the next long semester. Numeric grades are also provided to Lovejoy ISD. If a student withdraws from a course, a "W" will appear on the student's college transcript.

The Grade Appeals Process is available online: collin.edu/studentresources/support/gradeappeal.

Faculty will attend faculty meetings and other special meetings called by the division office as needed.

TRANSCRIPTION OF CREDIT

High school and college credit will be added to the students' transcripts immediately by Lovejoy ISD and Collin College upon the student's completion of the dual credit course.

FUNDING

State funding for dual credit courses will be available to both Lovejoy Independent School District and Collin County Community College District based upon the current Agreement between the Commissioner of Education and Commissioner of Higher Education.

Tuition and fees will be collected from high school students unless evidence is presented documenting the high school student's eligibility for the reduced or free lunch program in Lovejoy ISD. Lovejoy ISD will provide a verification list of dual credit students participating in the free and reduced lunch program to the College each semester. All dual credit students are responsible for purchasing their own textbooks and other required course materials.

TERMINATION

It is agreed that either party may terminate this Agreement effective thirty (30) days after the receipt of written notification.

ADDITIONAL SERVICES

Both parties agree to add the College and Career Counselors Initiative as described in Appendix D.

APPROVAL SIGNATURES

Mrs. Katie Kordel, Superintendent
Lovejoy Independent School District

Date

Dr. H. Neil Matkin, District President
Collin County Community College District

Date

APPENDIX A: HB 1638

HB 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the THECB and the TEA to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

Goal 1: *ISDs and IHEs will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.*

Collin's dual credit website is regularly updated with enrollment guidelines, policies, and program details. This includes ISD registration and payment deadlines, information session schedules, FAQs, forms and links to student resources.

Collin provides dual credit information sessions each spring at all partnering high schools to potential students, parents and school counselors before students enroll into dual credit classes for fall.

On an annual basis, Collin provides two dual credit update sessions to all HS counselors. These include updates on dual credit procedures, testing, ACCESS, as well as shared best practices from school districts. Collin offers a yearly All-Star Counselor Conference for all local high school counselors. This event is hosted by Collin's president to honor and reward high school counselors. Breakout sessions with relevant topics are provided and keynote speakers address current issues.

Collin also uses marketing materials to help inform students and parents regarding the benefits of dual credit. The Mobile Go Center is utilized as well. The Mobile Go Center is a 42-foot air-conditioned trailer equipped with laptop computers, televisions, a printer, and internet connectivity. It is used for dual credit admissions and registration events as well as promotional events. Collin also has embedded College & Career Counselors at partnering high schools. The College and Career Counselors are part of an institutional initiative to support local school districts' college and career readiness goals. They provide dual credit academic advising, orientations, workshops, and other related services as requested.

Goal 2: *Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.*

Collin College has embedded College & Career Counselors at partnering high schools. The College and Career Counselors are part of an institutional initiative to support local school districts' college and career readiness goals. They provide dual credit academic advising, orientations, workshops, and other related services as requested.

Goal 3: *All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.*

All dual credit students receive academic and/or college readiness advising provided by Special Admissions Coordinators and College & Career Counselors. High school dual credit students have access to all college academic and student support services including, but not limited to, libraries, electronic library resources, writing centers, tutorial services, academic accommodations, assessment, admissions, and academic advisement. Per House Bill 5, Collin College also partners with local ISDs to develop and provide courses in college preparatory mathematics and English language arts to prepare students for success in entry-level college courses without the need for remedial or developmental coursework.

Goal 4: *Dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses.*

Collin College ensures that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards are upheld regardless of the student composition of the class.

Instructors teaching dual credit courses are required to meet the same standards, reviews, and approval procedures used by the College to select all College faculty. Faculty attend professional development opportunities provided by Collin College throughout the year.

APPENDIX B: CROSSWALK APPROVED FOR LOVEJOY/COLLIN COLLEGE DUAL CREDIT FOR THE 2022-2023 ACADEMIC YEAR.

Collin College Course descriptions are available in the 2022-2023 Collin College Catalog: collin.edu/academics/catalog.html (Some Course Rubrics and/or Numbers are subject to change throughout the year).

A draft copy of the crosswalk will be provided in a separate file.

Articulated Credits or Courses:

Conditions of articulated courses are formulated with representatives from Lovejoy ISD and Collin College regarding student evaluation criteria, course content, and exit competencies. Through this Agreement, Collin College agrees to articulate college credit for the college level high school courses listed below provided the following requirements are met.

- a) College credit hours only shall be awarded once the student enrolls at Collin College and successfully completes 3 additional credit hours.
- b) Students enrolled in concurrent or dual credit courses may apply credit hours earned with a C or better towards the fulfillment of the 3-credit requirement.
- c) Remedial or developmental course hours taken at the college may not be included in the total credit hours.
- d) Students must satisfactorily complete an end-of-course exam covering student learning outcomes for the articulated course.
- e) The articulated course or courses appear in the college catalog.
- f) Lovejoy ISD agrees that for each student participating in an articulated course, Lovejoy ISD will denote the course with the letter "A" on the student transcript.
- g) Once the 3 credit hours are earned, students will submit the Petition for Articulated Credit form for the articulated credits to be added to their transcripts by the Academic Partnership Office. Petitions must be submitted to Collin College within 12 months of high school graduation.
- h) Successful completion of a high school course eligible for articulated credit does not guarantee that a student will receive college credit for the course.

Community ISD Course	Collin College Course	
Principles of Health Science	HPRS 1201	Intro to Health Professions

APPENDIX D: PROGRAMS APPROVED FOR LOVEJOY ISD/COLLIN COLLEGE DUAL CREDIT FOR THE 2022-2023 ACADEMIC YEAR.**Associate of Arts (AA) Degree**

1. Earn a minimum of 60 college-level credit hours.
2. Complete the General Education Core of 42 credit hours.
3. Complete a minimum of 18 additional credit hours of degree requirements or general studies electives. General Studies electives may be drawn from any college-level credit course.
4. Earn a minimum cumulative grade point average (GPA) of 2.0.
5. Earn a minimum of 15 credit hours at Collin College.

Associate of Science (AS) Degree

1. Earn a minimum of 60 college-level credit hours.
2. Complete the General Education Core of 42 credit hours.
3. Complete a minimum of 18 additional credit hours of degree requirements or general studies electives. General studies electives may be drawn from any college-level credit course.
4. Earn a minimum cumulative grade point average (GPA) of 2.0.
5. Earn a minimum of 15 credit hours at Collin College.
6. Complete both AS degree requirements:
 - Complete at least six credit hours of mathematics from the following list: MATH 1314, 1316, 1342, 2305, 2318, 2320, 2412, 2413, 2414, 2415. Three credit hours of this mathematics requirement will also meet the Mathematics Core requirement.
 - Complete at least 8 credit hours of Life and Physical Sciences from the following list: BIOL1406, 1407, 1414, 1415, 2401, 2402, 2406, 2416, 2421; CHEM 1411, 1412, 2423, 2425; ENVR 1401, 1402; GEOL 1403, 1404; PHYS 1401, 1402, 2425, 2426

Associate of Applied Science (AAS) Degree

1. Earn 60-68 credit hours as shown in the entry for each degree in this catalog.
2. Complete a minimum of 15 credit hours of General Education/Core Curriculum courses.
3. Earn a minimum cumulative grade-point average (GPA) of 2.0.
4. Earn a minimum of 25% of the credit hours (15-17 credit hours) for the AAS degree at Collin College.

Associate of Arts in Teaching (AAT) Degree

1. Earn a minimum of 60 college-level credit hours.
2. Complete the General Education Core of 42 credit hours.
3. Earn a minimum cumulative grade point average (GPA) of 2.0. Students should be aware that most four-year colleges require a minimum cumulative GPA of 2.5 for admission to their teacher certification programs.
4. Earn a minimum of 15 credit hours at Collin College.
5. Complete all the courses listed for one of three AAT diplomas:
 - AAT – Early Childhood – Grade 6
 - AAT – Middle Grades (Grades 4-8)
 - AAT – High School (Grades 8-12)

OSA – Health Professions - Certified Nurse Aide (CNA) Track

12 credit hours

HITT 1305	Medical Terminology I
HPRS 1201	Introduction to Health Professions ¹
HPRS 2301	Pathophysiology
NURA 1160	Clinical - Nursing Aide and Patient Care Assistant
NURA 1301	Nurse Aide for Health Care

¹May substitute HPRS 1204

OSA – Health Professions - Patient Care Technician (PCT)

This award requires successful CNA, EKG, and Phlebotomy course completion.

14 credit hours

DSAE 1340	Diagnostic Electrocardiography
NURA 1160	Clinical - Nursing Aide and Patient Care Assistant
NURA 1301	Nurse Aide for Health Care
PLAB 1323	Phlebotomy
NUPC 1160	Clinical - Nursing Assistant/Aide and Patient Care Assistant/Aide
NUPC 1320	Patient Care Technician/Assistant

APPENDIX E: COLLEGE AND CAREER COUNSELORS INITIATIVE

PURSUANT to the terms of the Partnership Agreement, both Parties agree to include the College and Career Counselors Initiative program between Lovejoy ISD and Collin College, as described therein. Both Parties desire to describe the terms and conditions set forth in the Services in this Exhibit that are added to or changed from the Partnership Agreement. The parties understand and agree that this Partnership Agreement is the controlling document which governs the relationship between the parties regarding the modified Services and the rights and obligations of the parties arising by virtue of the Partnership Agreement. This exhibit only applies to the College and Career Counselors Initiative program and these terms only apply to this program.

NOW, THEREFORE, the parties, intending legally to be bound, agree as follows:

1. BACKGROUND

The following additions are hereby incorporated into the Collin County Community College District and Lovejoy Independent School District Partnership Agreement to support the College and Career Counselors Initiative.

2. COLLIN COLLEGE WILL PROVIDE THE FOLLOWING

2.1 A College and Career Counselor assigned to the high school on a daily full-day or part-day basis in a part-time role (20 hours per week)

3. LOVEJOY ISD WILL PROVIDE THE FOLLOWING

3.1 Designated office space for the College and Career Counselors to meet with students and or parents

3.2 Access to students for College and Career Advisement

4. FUNDING PROVISIONS

4.1 All salaries, fringe benefits, professional development, local travel, supplies for the College and Career Counselor will be provided by Collin College.

5. TERMINATION (ONLY APPLIES TO COLLEGE AND CAREER COUNSELOR PROGRAM)

5.1 It is agreed that either party may terminate this Agreement effective thirty (30) days after the receipt of written notification.

APPENDIX F: DUAL CREDIT EMBEDDED FACULTY FAQs**What are Embedded Faculty?**

Embedded faculty are full-time high school teachers hired by Collin College as associate faculty to teach College courses during regular high school hours. During the college course time at the high school, embedded faculty are under the guidance of Collin College and must follow the guidelines and procedures of the College such as but not limited to, curriculum, FERPA, syllabus, college schedule, etc.

What are the necessary qualifications?

All faculty credentials are consistent with Collin College and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Guidelines for Faculty Credentials, the Texas Administrative Code Section 7.4(11) (Appendix A), and program-level accrediting agency requirements that apply. Faculty teaching transfer courses require a master's degree with 18 graduate hours in the discipline.

Faculty teaching in workforce programs must meet the requirements found in the Texas Higher Education Coordinating Board Guidelines (www.theccb.state.tx.us/reports/pdf/3378.pdf#page=8)

Faculty in these programs may have a bachelor's degree in the teaching discipline, an associate's degree, a certificate, or professional work experience that demonstrates competencies in the teaching discipline as required by the specific program. Other demonstrated competencies and achievements that contribute to effective teaching and successful student learning outcomes are also considered during the hiring process. For all cases, Collin College provides justifying documentation of the qualifications of its faculty.

Collin College faculty credential requirements are the same, regardless of location, time of day, day of the week or modality of the course to be taught. Collin College does not distinguish, for the purpose of faculty qualifications, between full-time or associate (part-time) positions. After being hired, faculty who wish to teach distance learning sections of a course are required to participate in online training modules prior to receiving an assignment in that modality.

What are the expectations for Embedded Faculty in the classroom?

As Collin College associate faculty, embedded faculty are responsible for fulfilling all regular duties and responsibilities of all college faculty, including, but not limited to: maintaining college-level rigor in all instructional practices, utilizing a Canvas shell for each course,

developing a course syllabus and calendar of assignments, certifying rosters, following FERPA regulations, providing mid-term and final numerical grades to the Dual Credit Office, posting final course grades in the College's student management system, and responding promptly to emails, request and due dates sent by the offices of academic affairs.

How is the compensation dispersed?

Faculty employed with the school district who teach a dual credit course as part of their regular duty hours with the school district will not receive additional compensation from Collin College. All dual credit faculty qualifications outlined in the agreed terms still apply. Collin College will pay the school district the equivalent of the current associate faculty rate of pay and dual credit stipend for each course taught by an embedded faculty member.

Faculty employed with the school district who teach a dual credit course outside of their regular duty hours with the school district will be paid the current associate faculty rate of pay for services rendered under the agreed terms in accordance with Collin College's faculty compensation plan.

How does scheduling work?

Embedded faculty will work with the appropriate Associate Deans/Director and their high school regarding class schedules during the high school day.

How does evaluation of Embedded Faculty work?

The College will select, supervise, and evaluate all faculty employed by Collin College, including embedded faculty. Embedded faculty teaching dual credit courses will be evaluated through class observations and student evaluations in the same manner as all college faculty.

What if an Embedded Faculty member must be absent from class and wants a substitute to meet the class?

The embedded faculty member should follow the high school's absence procedure, but must also contact their Collin College supervisor (Associate Dean/Director) to inform them that they will be absent and would like a substitute. In the class period where the college curriculum is covered, a credentialed College employee can meet the class and provide instructional coverage. This must be arranged in advance of the absence.

What happens if the teacher leaves the district in the middle of the semester?

The College will work to find a qualified faculty to teach the remainder of the course in the same medium as originally agreed. If this is not an option, Collin will work with the district to find another reasonable solution.

Who provides 504 accommodations?

Students who receive accommodations from the ISD may be eligible for accommodations from Collin College; however; their accommodations from the ISD are not applicable to the college classroom. Students must contact the College's ACCESS office and be evaluated by a case officer and presented with an accommodation letter from the College. The student must self-identify her/himself as needing accommodations, present a copy of the letter to the instructor, and discuss with the professor specific accommodations she/he wishes be employ in the class.

What is the protocol if there are issues/concerns/questions with the assigned Embedded Faculty during the college course?

The high school Principal or Assistant Principal will collaborate with the appropriate Collin College Associate Dean or Director and the P-12 Partnerships office to develop an equitable solution that supports the needs of both educational entities and the best interests of the student.

For questions on Embedded Faculty, please contact Raul Martinez Jr. at rjmartinez@collin.edu

PEIMS Code	HS Dual Credit Course Title	Possible HS Credit	Collin College Course Title	College Hours	
		0.5 = 1 sem 1.0 = 1 year			
Academic Courses					
English for Dual Credit					
03220400	English IV Fall	0.5 = 1 sem 1.0 = 1 year	Composition I	ENGL 1301	3
			Composition II	ENGL 1302	3
03220400	English IV Spring	0.5 = 1 sem 1.0 = 1 year	American Lit	ENGL 2327	3
			American Lit	ENGL 2328	3
03220400	English IV Fall/Spring	0.5 = 1 sem	Technical & Business Writing	ENGL 2311	3
Mathematics for Dual Credit					
03102500	Dual College Algebra	0.5 = 1 sem 1.0 = 1 year	College Algebra	MATH 1314	3
	Dual College Stats		Elementary Statistical Methods	MATH 1342	3
03102501	Dual Credit Math Year 2	0.5 = 1 sem 1.0 = 1 year	Differential Equations	MATH 2320	3
			Calculus II	MATH 2414	4
			Calculus III	MATH 2415	4
Social Studies for Dual Credit					
03310300	Dual Credit Econ	0.5 = 1 sem 1.0 = 1 year	Principles of Macroeconomics	ECON 2301	3
03330100	Dual Credit Government		Federal Government	GOVT 2305	3
Health Science Courses					
Health Sciences					
13020300	Medical Terminology	0.5 = 1 sem 1.0 = 1 year	Medical Terminology	HITT 1305	3
			Pathophysiology	HPRS 2301	3
13020410	Health Science Theory Clinical CAN	2.0 = 1yr	Clinical - Nursing Aide and Patient Care Assistant	NURA 1160	1
			Nurse Aide for Health Care	NURA 1301	3

16. Presentation: Capital Planning Update and Committee

Presenter: Dr. Jennifer DuPlessis, Assistant Superintendent of Finance and Operations

Capital Planning Update and Committee

JENNIFER DUPLESSIS, PH.D.

Assistant Superintendent of Finance and Operations

AUGUST 8, 2022

Board Workshop



LOVEJOY

INDEPENDENT SCHOOL DISTRICT

EST. 1917

Lovejoy ISD

Board Goal

Lovejoy ISD will evaluate all areas which impact the student experience. A sustained focus on continual improvement in all aspects of district services remains a constant with the continued goal of providing the highest quality of learning experiences for our students. In support of organizational health and effectiveness, Lovejoy ISD will establish a plan for short and long-term financial sustainability. We will strategically balance financial decision-making with Lovejoy ISD's mission and commitment to the Lovejoy experience. A financial assessment, identification of priorities, and intentional decision-making will support strategic financial planning. Zero-based budgeting will be utilized and transparency will be prioritized.



What is a Capital Plan?



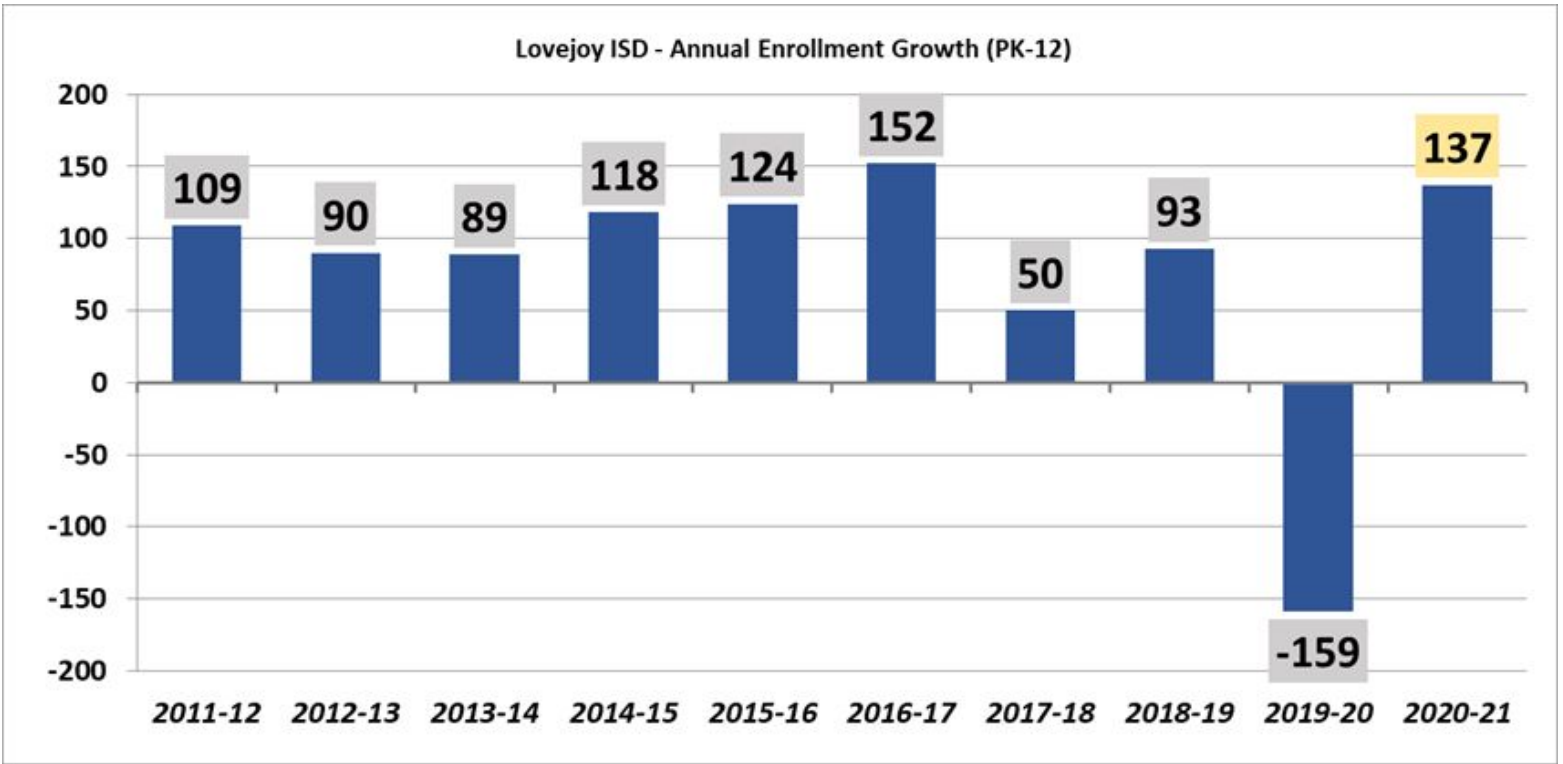
- A roadmap to the future of our school facilities, technology, and other needs
- Comparison of Projections, Intended Outcomes, and Current State
- Effective Capital Plans Use a Team Approach

What has been done before?

PROPOSITION 1: Project Costs				Bond Sale					
Project Category	Projected Bond Sale Year	Total Project Cost	Series 2014	Series 2015	Series 2017	Series 2018	Series 2019	Series 2021	Future Series
1. Enrollment and Program Growth									
a. Seats for Students - Additional classroom space for grades K-12		\$ 18,138,371							
1. Hart Elementary School	2019	\$ 2,408,806				\$ 300,000	\$ 2,108,806		\$ 419,520
2. Sloan Creek Intermediate School	2024	\$ 2,274,983					\$ 596,902		\$ 419,520
3. Willow Springs Middle School	2019	\$ 2,810,274				\$ 300,000	\$ 2,510,274		\$ 839,041
4. Lovejoy High School	2014	\$ 10,644,308	\$ 2,988,919	\$ 7,655,389					\$ 381,218
b. Science, Technology, Engineering, and Mathematics Laboratory	2014	\$ 596,902		\$ 596,902					
c. Fine Arts - Dance, Theater, Visual Arts, and Auditorium		\$ 6,136,863							
1. Relocate Dance/Drill Team to New Multipurpose Fine Arts Space	2014	\$ 1,457,182	\$ 1,457,182						
2. Black Box Theater Classroom	2015	\$ 1,065,897		\$ 1,065,897					
3. Auditorium Stage Improvements	2015	\$ 693,228		\$ 693,228					
4. Art Kln Room & Storage	2015	\$ 255,815		\$ 255,815					
5. Art Classrooms Updates	2015	\$ 1,364,348		\$ 1,364,348					
6. Art Gallery Space, Shop Space, & Studio Space	2015	\$ 1,300,393		\$ 1,300,393					
d. Stadium Pressbox Expansions	2014	\$ 950,608	\$ 950,608						
2. Building Updates & Maintenance		\$ 7,261,916							
1. Hart Elementary School	2014 & 2015	\$ 7,134,272	\$ 5,934,151	\$ 603,219				\$ 323,000	\$ 596,902
2. Sloan Creek Intermediate School	2014	\$ 127,644	\$ 127,644					\$ 173,000	
3. Safety & Security Updates		\$ 815,021							
1. Hart Elementary School	2014	\$ 234,650	\$ 234,650						
2. Lovejoy Elementary School	2014	\$ 87,556	\$ 87,556						
3. Puster Elementary School	2014	\$ 112,572	\$ 112,572						
4. Sloan Creek Intermediate School	2014	\$ 192,623	\$ 192,623						
5. Lovejoy High School	2014	\$ 187,620	\$ 187,620						
4. Buses	All	\$ 3,051,807	\$ 670,601	\$ 400,000			\$ 1,000,000		
5. Technology	All	\$ 9,298,512	\$ 2,055,874	\$ 1,064,809		\$ 2,000,000	\$ 1,743,170	\$ 104,000	\$ 2,434,647
PROPOSITION 1 TOTAL		\$ 46,250,000	\$ 15,000,000	\$ 15,000,000	\$ -	\$ 2,600,000	\$ 7,959,152	\$ 600,000	\$ 5,090,848

PROPOSITION 2: Project Costs				Bond Sale					
Project Category	Projected Bond Sale Year	Total Project Cost	Series 2014	Series 2015	Series 2017	Series 2018	Series 2019	Series 2021	Future Series
1. Enrollment and Program Growth									
a. Seats for Students - Additional classroom space for grades K-12		\$ 4,298,035							
1. Lovejoy Elementary School	2024	\$ 2,507,187							
2. Puster Elementary School	2024	\$ 1,790,848					\$ 1,790,848		
b. Additional Locker Rooms and Training Pool		\$ 14,174,717							
1. Additional Locker Rooms, Restrooms, Showers, & Equipment Storage Golf, Soccer, Baseball, Softball, Volleyball, Basketball, Tennis, Wrestling	2017	\$ 11,411,281			\$ 11,411,281				\$ 3,620,881
2. Above Ground Training Pool	2015	\$ 2,763,436		\$ 2,763,436					
2. Building Updates & Maintenance		\$ 4,066,598							
1. Lovejoy Elementary School	2017	\$ 571,621		\$ 126,792	\$ 444,829				\$ 168,119
2. Puster Elementary School	2017	\$ 378,007		\$ 18,763	\$ 359,244				\$ 98,000
3. Willow Springs School	2024	\$ 1,056,600							\$ 98,000
4. Lovejoy High School	2024	\$ 2,060,370					\$ 900,000		\$ 1,160,370
3. Safety & Security Updates		\$ 443,772							\$ 2,125,782
1. Administration	2017	\$ 116,226			\$ 116,226				\$ 162,000
2. Transportation & Maintenance	2017	\$ 327,546			\$ 327,546				\$ 80,000
4. Buses	All	\$ 620,309							
5. Technology	All	\$ 5,896,569		\$ 91,009	\$ 1,720,565				
PROPOSITION 2 TOTAL		\$ 29,500,000	\$ -	\$ 3,000,000	\$ 15,000,000	\$ 900,000	\$ 1,790,848	\$ 4,400,000	\$ 4,409,152
TOTAL FOR PROPOSITION 1 AND PROPOSITION 2		\$ 75,750,000	\$ 15,000,000	\$ 18,000,000	\$ 15,000,000	\$ 3,500,000	\$ 9,750,000	\$ 5,000,000	\$ 9,500,000

What happened since?



Capacity Study

21-22 FUNCTIONAL CAPACITY

	A	B	C	D	E	F
FACILITY	ENROLLMENT	DESIGN CAPACITY	CURRENT FUNCTIONAL CAPACITY	FUNCTIONAL CAPACITY UTILIZATION (A / C)	DESIGN CAPACITY UTILIZATION (A / B)	2020 PASA CAPACITY
HART ELEMENTARY SCHOOL	588	805	592	99%	73%	600
PUSTER ELEMENTARY SCHOOL	662	747	630	105%	89%	650
SLOAN CREEK INTERMEDIATE	658	1,004	895	74%	66%	850
WILLOW SPRINGS MIDDLE SCHOOL	785	1,111	947	83%	71%	850
LOVEJOY HIGH SCHOOL	1,639	1,952	1,853	88%	84%	2000

OPTIMAL FUNCTIONAL CAPACITY

	A	B	C	D	E	F	G
FACILITY	ENROLLMENT	DESIGN CAPACITY	CURRENT FUNCTIONAL CAPACITY	FUNCTIONAL CAPACITY UTILIZATION (A / C)	DESIGN CAPACITY UTILIZATION (A / B)	2020 PASA CAPACITY	OPTIMAL FUNCTIONAL CAPACITY
HART ELEMENTARY SCHOOL	588	805	592	99%	73%	600	675
PUSTER ELEMENTARY SCHOOL	662	747	630	105%	89%	650	738



Where Do We Begin?

- We must first understand our current state and our desired future state
- Our LOVEJOY 2030 Strategic Planning Committee, Operations Subcommittee has started some of the work
- We need to gain more input and assess all district-wide needs and identify any other future goals



LOVEJOY 2030
Strategic Planning
Committee

Teaching &
Learning

Graduate Profile

Legacy of
Excellence

Financial
Sustainability

Operations

Future Ready

Talent Acquisition,
Retention, &
Support

Products

Future Ready Skills

Strategic Targets

Strategies

Key Indicators



LOVEJOY 2030

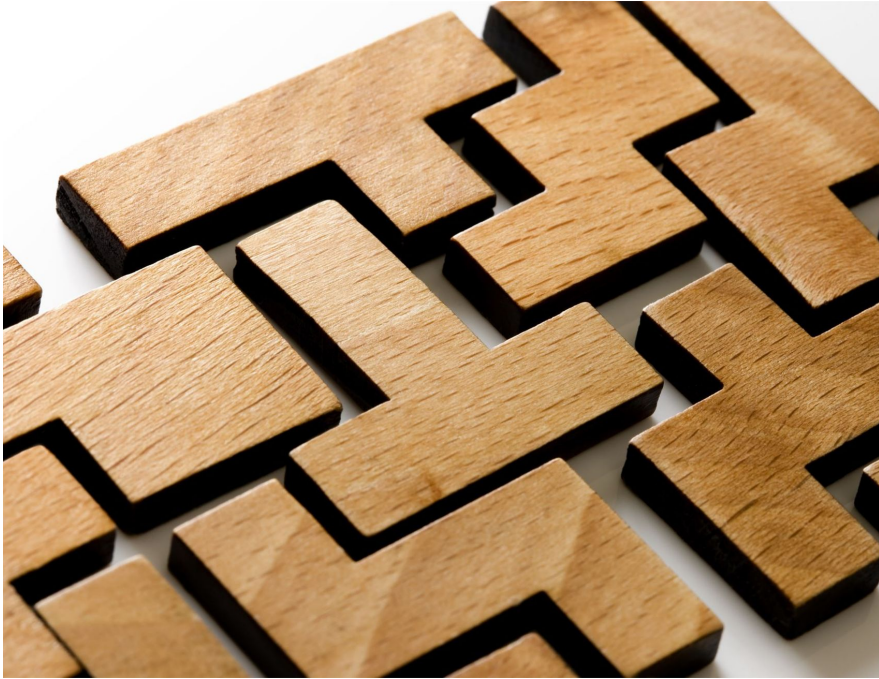
LOVEJOY 2030 Operations Strategic Target

Strategic Target 4.1	Create and implement a holistic, balanced technology plan that fosters learning, accountability, innovation, and personal connection.	
	Strategy	Key Indicators
Strategy 4.1.1	Establish formal cycle of technology review and replacement.	Technology Inventory System Comprehensive technology plan including cycle of review and replacement Update and Replacement Cycles Establish Funding Mechanism
Strategy 4.1.2	Provide professional development targeted at technology.	Professional Learning Opportunities Walk-through, Observation, and Evaluation System Data
Strategy 4.1.3	Evaluate and Upgrade technological infrastructure, i.e. internet bandwidth.	All Campuses Run on Fiber Optic Internet WI-FI Access and Internet Connectivity
Strategy 4.1.4	Pursue potential revenue and/or cost saving opportunities.	Realized cost savings in purchasing and maintenance of hardware. Increased Student Opportunity
Strategy 4.1.5	Determine appropriate safeguards and promote digital citizenship to protect students from harmful content and prevent overuse.	Inclusion in Technology Plan Continued Implementation of Effective Software Inclusion in District Curriculum Parent Partnership Opportunities
Strategy 4.1.6	Create processes for approval, support, and streamlining of software.	Inclusion in District Technology Plan Implementation of Processes Professional Development Plan Software Usage.

LOVEJOY 2030 Operations Strategic Target

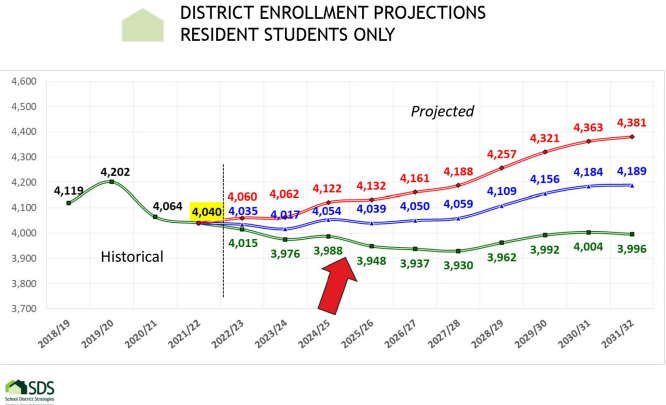
Strategic Target 4.2	Fully utilize existing facility space to be more collaborative and efficient for future learning needs.	
	Strategy	Key Indicators
Strategy 4.2.1	Creation of multi-use collaboration spaces.	Tours of other schools and organizations with collaborative spaces Implementation and Utilization of Collaborative Spaces
Strategy 4.2.2	Tour and benchmark against out of district HS/Universities and industry partners future ready collaboration spaces and apply to other campuses.	Completion of Tours and Benchmark Reviews Stakeholder Feedback, Reflections, and Recommendations
Strategy 4.2.3	Implementation of an Operations/Capital Improvement Committee	Formation of Committee Establish Committee Charge Committee Recommendation

Stakeholder-Based Capital Planning Committee



- Advisory committee will be formed
- Parents, staff, and community members will be included
- Short and long-range goals will be considered

External Resources



Demographer

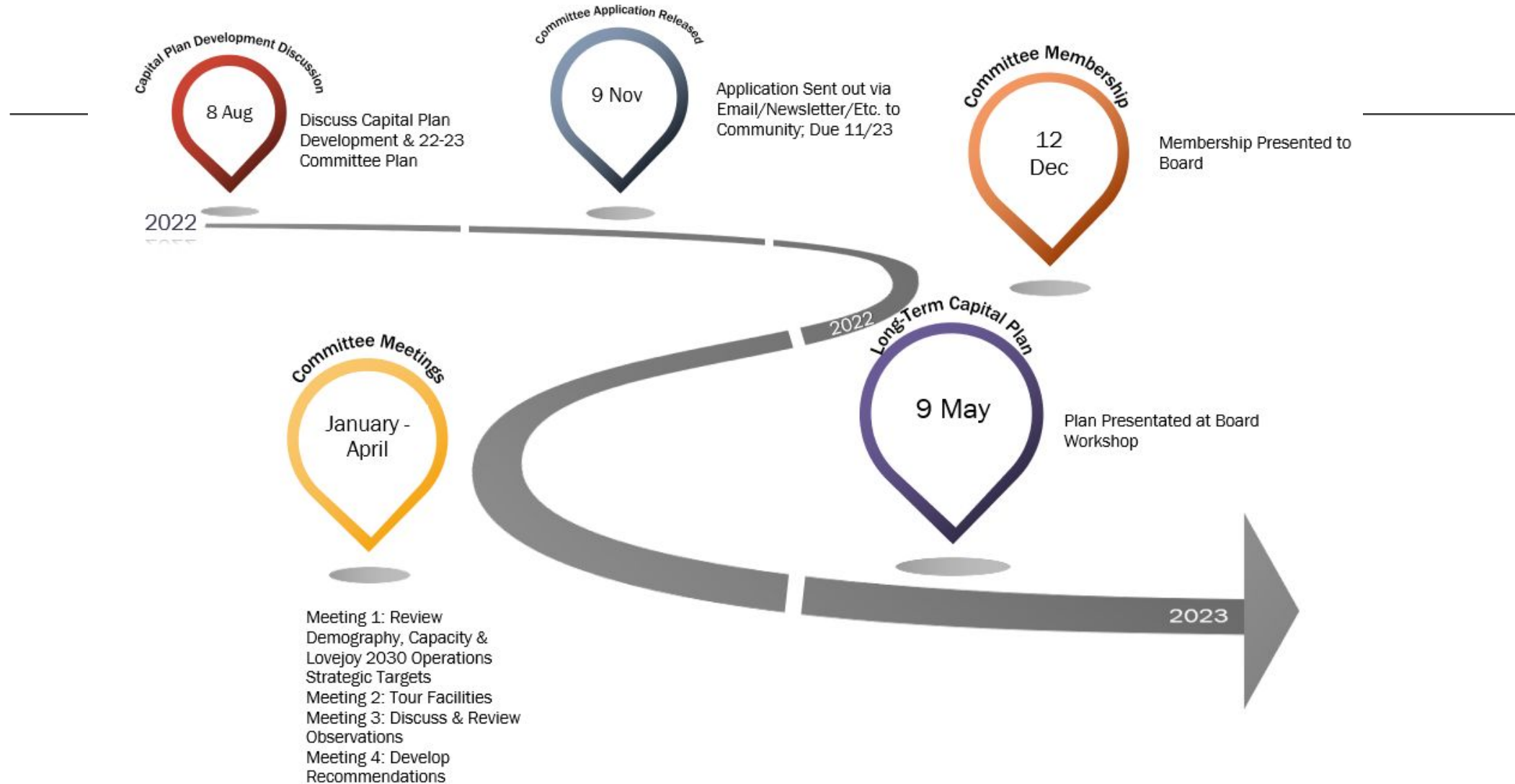
**FACILITIES
ASSESSMENT**

Architect



Financial Advisor

Capital Plan Development



Outcome

- Identification of Needs to Address Educational Adequacy and Future Requirements Due to Aging Infrastructure
- Financial Forecasting
- Future Options for Phasing and Funding
- Honor Stakeholder Voice





THANK YOU

17. Presentation: School Health Advisory Committee (SHAC)

Presenter: Kevin Parker, Executive Director of Student Services

School Health Advisory Committee (SHAC)

July 20, 2022 SHAC Meeting Recap

Kevin Parker

Executive Director of Student Services

Stephani Kranz

Director of Student Services

Erin Perkins

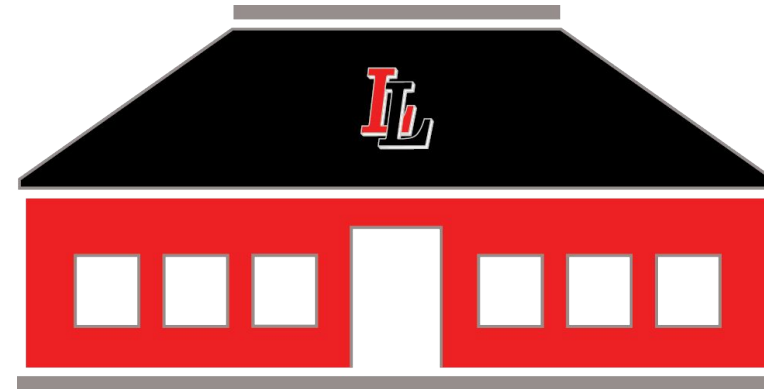
Director of Elementary Curriculum and Instruction

Mary Mullen

Director of Secondary Curriculum and Instruction

August 8, 2022

LISD Board Workshop



LOVEJOY

INDEPENDENT SCHOOL DISTRICT

EST. 1917



What is SHAC?

A SHAC (School Health Advisory Council) is a school board appointed advisory group of individuals who represent different segments of the community. By law, a majority of the members must be persons who are parents of students enrolled in the district and who are not employed by the district. The LISD SHAC is made up of parents, community members, students, and school staff working together to improve the health of all students and families through coordinated school health programs

Fit, Healthy and Ready to Learn:

Research shows that healthy children do better in school - from attendance and behavior to academics and overall performance

Why do we need a School Health Advisory Council (SHAC)?

- It's Texas law
- Healthy children learn better
- Schools an important role in teaching healthy habits
- Healthy homes and healthy schools support healthy children

General Information



- We had 8 members at our July 20th meeting.
- The meeting was publicly posted 72 hours prior to the meeting.
- Agenda, meeting minutes, and audio recordings are available on the district website.
- We were able to review and approve our Goals, Bylaws, and Parent Liaison for the 2022-2023 school year.

Providing Input to the School Health Advisory Council

Lovejoy ISD will accept input from parents and the community at the following email address:

shac@lovejoyisd.net

This input will be provided to the School Health Advisory Council.

SB9 and HB1525

87th Legislative Session

Board Policy EHAA (LOCAL) determines the process that shall be applied regarding the adoption of curriculum materials for the district's human sexuality instruction.

Pursuant to Texas Education Code Section 28.004 and Board Policy EHAA(Local):

- **Board to adopt a resolution convening the School Health Advisory Council (SHAC) for the purpose for making recommendations regarding the curriculum materials**
- **SHAC holds at least two public meetings on the human sexuality curriculum materials before adopting recommendations**
- **SHAC provides the recommendations to the board at a public meeting of the board**
- **Board takes action on the adoption of the recommendations by a record vote at a public meeting**

Process for Adoption of Human Sexuality Instruction

Lovejoy ISD
043919

BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (ALL LEVELS)

EHAA
(LOCAL)

Human Sexuality Instruction

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

Human Sexuality Curriculum

DISTRICTS ARE REQUIRED:

- Inform parents of the human sexuality instruction requirements under state law
- Provide written notification to parents of the intent to provide prevention education for school safety and human sexuality instruction
- Obtain parental consent for instruction in each the following prevention topics:
 - Anti-Victimization Education; Child Abuse Prevention; Sex Trafficking Prevention
 - Violence Prevention; Family Violence Prevention; Dating Violence Prevention
 - Human Sexuality Instruction Based on the Texas Essential Knowledge and Skills
- Curriculum materials for the district's human sexuality instruction must be posted on the district's website
- Information for parental involvement in the development of the curriculum to be used in human sexuality, including information regarding the SHAC

Tentative Timeline

June 20, 2022	Recommend the Board of Trustees adopt a resolution authorizing the School Health Advisory Council (SHAC) make recommendations to the board regarding appropriate grade level and methods of instruction for human sexuality and recommend approval of 2022-2023 School Health Advisory Council (SHAC) members
July 20, 2022	SHAC Public Meeting
August 8, 2022	Public Update to Board of Trustees
August 24, 2022	SHAC Public Meeting
September 7, 2022	SHAC Public Meeting
September 26, 2022	Recommend to the Board of Trustees

Curriculum Standards	Curriculum Documents	Instructional Resources
<p>Texas Essential Knowledge and Skills (TEKS) K-12</p>	<p>Clarifying documents created by regional education service centers, Texas Education Agency, and/or district curriculum writing teams.</p>	<p>Suggested resources such as textbooks, digital resources, etc. that are aligned to the TEKS.</p> <p><i>Multiple resources may be used to implement TEKS.</i></p>
<p>State standards for what students should know and be able to do.</p> <p>Mandated by the State Board of Education.</p>	<p>Scope and Sequence and Pacing Guides</p>	<p>Exemplar lessons aligned to the TEKS as well as researched based strategies and created by district and campus teams</p>

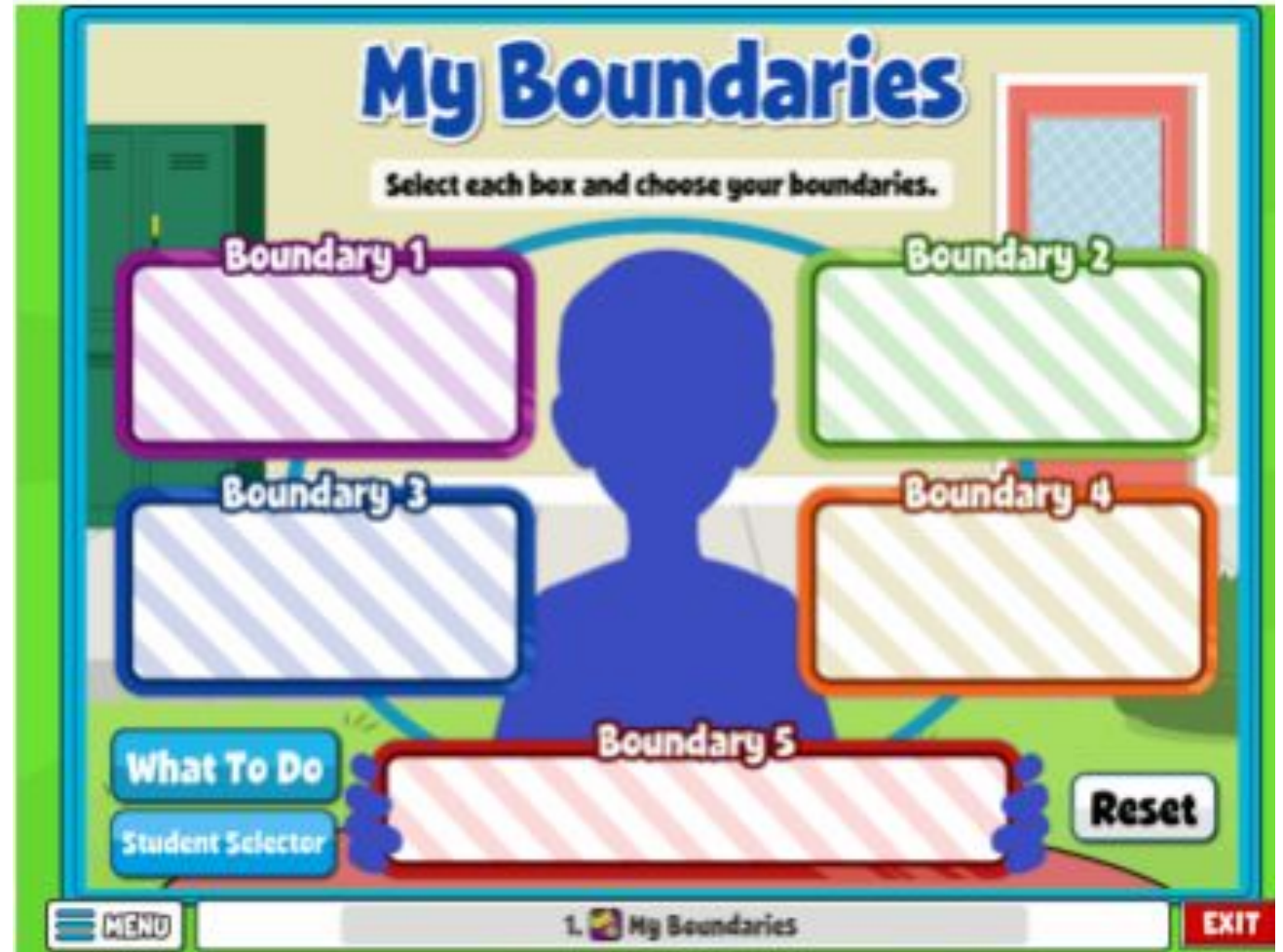
Curriculum Writing Process

1. Analyze TEKS to determine what the standard is asking the student to know and be able to do.
2. Determine what standards should be grouped together to create a unit of study.
3. Determine how the students will demonstrate their learning.

TEKS - 5th Grade

(22) **Reproductive and sexual health**—personal safety, limits, and boundaries. The student understands how to set and respect personal boundaries to reduce the risk of sexual abuse and harrassment. The student is expected to:

(D) discuss and explain the importance of making decisions regarding setting personal boundaries and respecting the boundaries of others.



21. Reproductive and sexual health--sexual risk.

The student understands that there are risks associated with sexual activity and that abstinence from sexual activity is the only 100% effective method to avoid risks. The student is expected to:

H. identify support from parents and other trusted adults and create strategies, including building peer support, to be abstinent or for return to abstinence if sexually active

State your commitment to abstinence.

- *When you say you do not want to be sexually active, you can explain why, but you do not have to. You do not owe anyone an explanation for your decision.*
- *If your friend respects you, your decision will be accepted and your boundaries respected.*

Be clear and direct.

- *Use a firm and serious tone of voice so your friend will understand that you have made a decision and are going to stick with it.*
- *If communicating in person, look your friend in the eye.*

Express affection.

- *Share that you care about your friend and like spending time together.*
- *Your decision not to be sexually active is about what feels right for you, not a reflection of your feelings about your friend.*

EXAMPLES

When and How Health TEKS Taught?

- **Guidance Lessons** - School Counselors
- **Physical Education Health Lessons** - Teachers/Coaches
- **Health Lessons** - School Nurses
- **Science Lessons** - Teachers

Next Steps

SHAC is tasked with making recommendations to the Board regarding Human Sexuality Instruction that reflect the local values of the community and comply with the law. The group will engage in the following tasks at our next meetings:

Review TEKs

- Determine appropriateness of TEK for grade level
- Determine the when and how
- Provide any additional notes that they believe are needed in order to reflect the local community values

Determining Aligned Instructional Materials that the SHAC recommends for use



THANK YOU

18. Presentation: 2023-2024 School Calendar Development

Presenter: Kevin Parker, Executive Director of Student Services

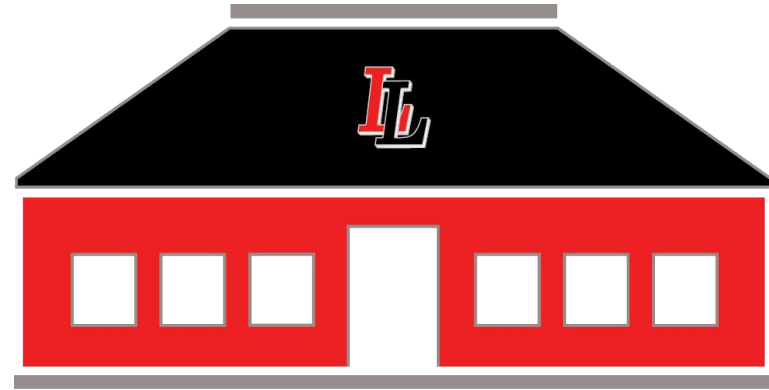
2023-2024 School Calendar Development

Kevin Parker

Executive Director of Student Services

August 8, 2022

Board Workshop



LOVEJOY
INDEPENDENT SCHOOL DISTRICT

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Student Services

2023-2024 School Calendar Development

- Provide variations and options
- Allow Superintendent/Teacher Connection Council review and provide feedback
- Bring final draft to Board at September regular meeting for approval



THANK YOU

19. Presentation: Library Book Process and Policy

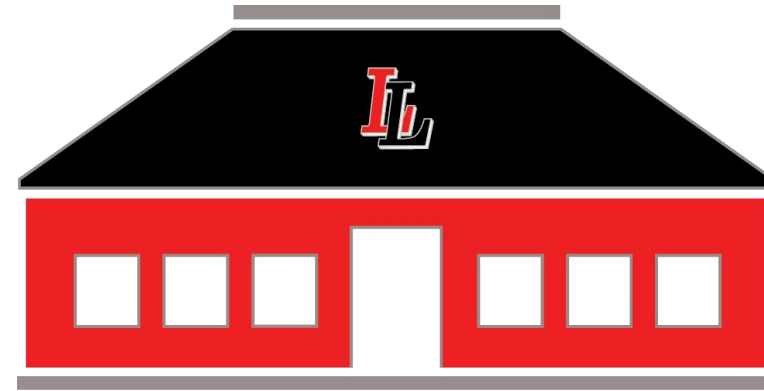
Presenter: Dr. Laurie Tinsley, Assistant Superintendent of Curriculum and Instruction

Library Book Process and Policy

LAURIE TINSLEY

Assistant Superintendent of Curriculum and
Instruction

August 8, 2022
Board Workshop



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Current Board Policy (EF) Local

Lovejoy ISD
043919

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

Note: For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional resources" may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District's educational program.

Options for Consideration

- Board Policy EF (LOCAL) be removed
- Board Policies EFA (LOCAL) and EFB (LOCAL) be adopted

EFB (LOCAL) - Options

Challenged Resources

A parent of a District student, a student who is 18 years of age or older, an individual employee, or any District resident may challenge a library material maintained in the District's library program on the basis that the library material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of library materials:

1. A complainant may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent or remove the material on an interim, temporary basis upon the completion of the expedited review process.

The major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed therein.

Expedited Interim Review

If a formal objection/challenge to library materials are received that allege a specific library material includes content considered pervasively vulgar, "obscene" as defined by Penal Code 43.21(a)(1)(B), or as a "harmful material" as defined by Penal Code 43.24(a)(2), either as a whole or in part, then the Superintendent or designee shall initiate an expedited interim review.

An appropriate administrator and at least one District librarian shall review the specific content alleged to be obscene, constitute a harmful material, or be pervasively vulgar and make a determination regarding the allegation.

If the content is found to be obscene, the library material shall be immediately removed pending further review by the full reconsideration committee.

After the expedited interim review is completed, the administrator

EFB(LOCAL)-ALT

4 of 2

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

shall prepare a written decision explaining why the content was or was not determined to be obscene, pervasively vulgar, or constitute a harmful material, in part or in whole, and provide copies to the reconsideration committee and Superintendent or designee within 15 District business days of the date of receipt of the formal objection/challenge.

The formal reconsideration process, as outlined above, will continue and a decision will be issued to uphold or reverse the expedited interim review decision.

EFA (LOCAL) Options

Objectives

In this policy, “instructional materials” may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. “Instructional materials” do not include “library materials,” as defined in Board Policy EFB (LOCAL). The primary objectives of instructional materials are to implement, enrich, and support the District’s educational program.



QUESTIONS

20. Presentation: Board Policy FNAA (LOCAL)

Presenter: Dr. Laurie Tinsley, Assistant Superintendent of Curriculum and Instruction

STUDENT EXPRESSION
DISTRIBUTION OF NONSCHOOL LITERATURE

FNAA
(LOCAL)

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District student, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed by students.

For purposes of this policy, "distribution" means the circulation of more than ten copies of material from a source other than the District.

Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities shall not be considered nonschool literature and shall not be governed by this policy.

[For distribution of nonschool literature by nonstudents, see GKDA]

Limitations on Content

Nonschool literature shall not be distributed by students on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.

STUDENT EXPRESSION
DISTRIBUTION OF NONSCHOOL LITERATURE

FNA
(LOCAL)

8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

Prior Review

All nonschool literature intended for distribution by students on school campuses or other District premises under this policy shall be submitted to the principal for prior review in accordance with the following:

9. Materials shall include the name of the person or organization sponsoring the distribution.
10. Using the standards found in this policy at Limitations on Content, the principal shall approve or reject submitted materials within two school days of the time the materials were received.

Exceptions to Prior Review

Prior review shall not be required for distribution of nonschool literature by District students only in the following circumstances:

11. Distribution of materials by a student to other attendees during a meeting of a noncurriculum-related student group authorized to meet at school during noninstructional time in accordance with FNAB(LOCAL); or
12. Distribution of nonschool materials in circumstances for which exceptions to prior review are authorized at GKDA(LOCAL).

Even when prior review is not required, all other provisions of this policy shall apply.

Time, Place, and Manner Restrictions

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed by students to students or others at the principal's campus.

The principal shall designate times, locations, and means for distribution of nonschool literature by students at District facilities other than school campuses, in accordance with this policy.

Violations of Policy

Failure to comply with this policy regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials, suspension of a noncurriculum-related student group's

STUDENT EXPRESSION
DISTRIBUTION OF NONSCHOOL LITERATURE

FNA
(LOCAL)

use of District facilities, and/or other disciplinary action in accordance with the Student Code of Conduct.

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with FNG(LOCAL).

Distribution on Elementary Campuses by Students

The regulations outlined herein shall apply to the distribution of materials between elementary students while on the elementary campus, subject to the restrictions identified in Limitations on Content outlined in FNAA (LOCAL).

1. Students may distribute materials 30 minutes before school hours and 30 minutes after school hours at any entrance or exit to the school and at any “gathering area(s)” approved by the principal. The location of distribution in each of these areas shall be designated by the campus principal.
2. Distribution of materials shall not be permitted in the classroom during school hours, with the exception of the three annual parties designated by the District.
3. District elementary school hallways during school hours are provided for the limited purpose of facilitating the safe, organized, and structured movement of students between classes and allowing access to assigned lockers for providing and/or facilitating: student instruction, student education, achievement of curricular objectives, achievement of state-mandated learning requirements, school-sponsored extracurricular activities, and/or school-sponsored programming for students. Due to this limited purpose and the financial costs and safety/security concerns associated with litter and/or trash in the hallways, students may not distribute materials in elementary school hallways during school hours.
4. District elementary school cafeterias, during designated meal periods, are provided for the limited purpose of providing students meals and/or other nutrition and for delivering instruction to students with regard to nutrition, time management, manners, responsibility, and group discipline. Due to this limited purpose and the financial costs and safety/security concerns associated with litter and/or trash in the cafeteria, students may not distribute materials in elementary school cafeterias during designated meal periods.
5. Students may distribute materials during designated recess periods.
6. Each campus principal shall also designate an area where materials, that have been approved for distribution by students in accordance with this policy, may be placed so others may obtain a copy and/or view the materials. To facilitate a safe, organized, and structured educational environment, the campus principal may set reasonable guidelines on the size and quantity of materials.
7. Students may distribute materials during the three annual parties designated by the District.

Distribution on Secondary Campuses by Students

The regulations outlined herein shall apply to the distribution of materials between middle and secondary school students while on middle and secondary campuses, subject to the restrictions identified in Limitations on Content outlined in FNAA (LOCAL).

1. Subject to the restrictions herein, students may distribute materials 30 minutes before school hours and 30 minutes after school hours at any entrance or exit to the school and at any “gathering area(s)” approved by the principal. The location of distribution in each of these areas shall be designated by the principal.
2. Distribution of materials shall not be permitted in the classrooms during school hours.
3. Middle and secondary students may distribute materials in middle and secondary school hallways during noninstructional times during school hours.
4. Middle and secondary students may distribute materials in middle and secondary campus cafeterias during designated lunch periods and noninstructional time.
5. Each campus principal shall designate an area where materials, that have been approved for distribution by students in accordance with this policy, may be placed so others may obtain a copy and/or view the materials. To facilitate a safe, organized, and structured educational environment, the campus principal may set reasonable guidelines on the size and quantity of materials.
6. Campus principals may develop other reasonable time, place, and manner restrictions regarding the distribution of materials at areas designated by the principal.
7. Students may distribute materials in areas not addressed by this policy, subject to the reasonable time, place, and manner restrictions developed by the campus principal and the guidelines outlined herein.

21. Presentation: Online Safety

Presenter: Kevin Parker, Executive Director of Student Services, Dr. Laurie Tinsley, Assistant Superintendent of Curriculum and Instruction, and Dr. Jennifer Duplessis, Assistant Superintendent of Finance and Operations

Online Safety

Dr. Laurie Tinsley

Asst. Superintendent of Curriculum and Instruction

Kevin Parker

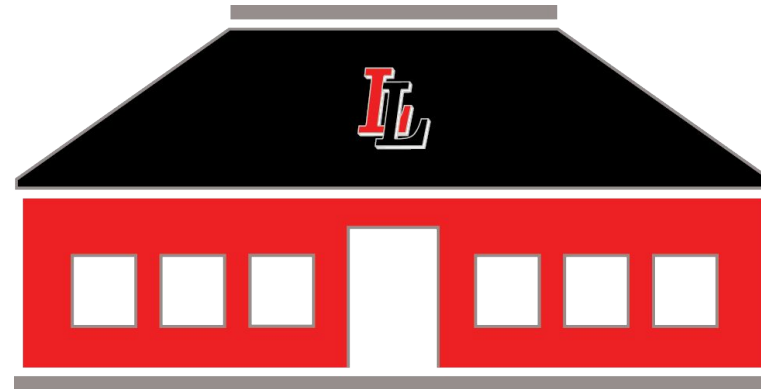
Executive Director of Student Services

Dr. Jennifer DuPlessis

Asst. Superintendent of Finance and Operations

August 8, 2022

LISD Board Workshop



LOVEJOY

INDEPENDENT SCHOOL DISTRICT

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Digital Citizenship

Dr. Laurie Tinsley

Asst. Superintendent of Curriculum and Instruction

Digital Citizenship in Lovejoy ISD

- Instruction is aligned to educational standards - TEKS and ISTE
- Based on six core topics that spiral throughout the student's educational experience in Lovejoy
- Instruction is age and developmentally appropriate
- Device care and email etiquette
- Parent resources are available to support the new learning



**Media Balance
and Well-Being**



**Privacy and
Security**



**Digital Footprint
and Identity**



**Relationship and
Communication**



**Cyberbullying,
Digital Drama,
and Hate Speech**



**News and Media
Literacy**

Implementation Plan for Digital Citizenship

- All teachers will be trained **prior to the beginning of school**
- **All teachers will complete the Training Course** for Teaching Digital Citizenship
- The training will include
 - learning the six core concepts of digital citizenship and their importance
 - exploring the digital citizenship curriculum lessons and resources
 - identifying strategies to engage families in digital citizenship
 - creating a plan to teach digital citizenship
- Each grade level will have **1-2 lessons per grading period**



Reporting and Response

Kevin Parker

Executive Director of Student Services

Anonymous Reporting



Lovejoy ISD

Report It

Vector Alert is our district's tip reporting service. If you have information about a threat to our safety, do your part and report it! And remember, you can remain anonymous.

SUBMIT USING OUR APP

Available on the  



FOR EMERGENCIES, PLEASE CALL 911

EASY WAYS TO REPORT	REPORT ON:
 Visit the website http://1186.alert1.us	 <ul style="list-style-type: none">- BULLYING- INTIMIDATION- HARASSMENT- WEAPONS- DRUGS- OTHER
 Email your Tip to 1186@alert1.us	
 Call to report your tip 469.919.5861	
 Text your Tip to 469.919.5861	

Our District Code is: 1186

All tips submitted are taken seriously and will be acted upon. Please be respectful with your submissions.

Monitoring



Network Security

Dr. Jennifer DuPlessis

Asst. Superintendent of Finance and Operations



Technology Safety & Security

- ❑ Fortinet Firewall – blocks/filters access to obscene or harmful content for Children’s Internet Protection Act (CIPA) compliance.
- ❑ All services/products used must safeguard student data and comply with Children’s Online Privacy Protection Act (COPPA).
- ❑ GoGuardian Content Filter – reporting & alerting for self harm, provides data for user browsing insights.
- ❑ Network equipment updates to protect network infrastructure from unauthorized access.
- ❑ Deployed computer settings to preclude malware and ransomware attacks.
- ❑ Updated Acceptable Use Policy to provide better clarity on digital citizenship and expectations for Staff & students.



THANK YOU

22. Presentation: TASB Update 119 and 65

Presenter: Rodricka Taylor, Coordinator for the Superintendent and Board Services

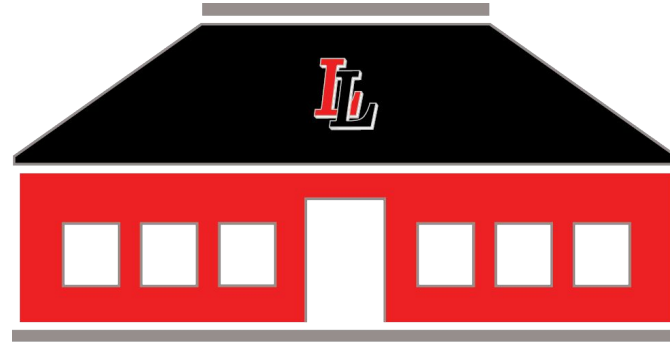
TASB Update 119 and 65

RODRICKA TAYLOR

Coordinator for the Superintendent & Board
Services

AUGUST 8, 2022

Board Workshop



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TASB Policy Update 119 Process

(LEGAL) vs. (LOCAL) Policies

(LEGAL) policies: Reflect the ever-changing legal context for governance and management of the district

- Should inform local decision making
- Should NOT be adopted, but only reviewed

(LOCAL) policies:

- Require close attention by both the administration and the board
- Must reflect the practices of the district and the intentions of the board
- May only be changed by board action (adopt, revise, or repeal)

TASB Policy Update 119

- Changes included in the TASB Policy Update 119 are based almost exclusively on legislation from the 87th Regular Legislative Session.
- Details may be found in the provided TASB Local Policy Comparison Packet.
- Will be brought forward for formal consideration at the August 29, 2022 Regular Board Meeting.

TASB Policy Update 119

(LOCAL) Policy Action List

- CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT
- DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT
- EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS)
- EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS
- EHBAA(LOCAL): SPECIAL EDUCATION - IDENTIFICATION, EVALUATION, AND ELIGIBILITY
- EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS
- EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION
- FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORMED CARE
- FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION



THANK YOU

23. Presentation: Bright Arrow Communication Tool

Presenter: Anna Koenig, Executive Director of Human Resources and Communications

BrightArrow

ANNA KOENIG

Executive Director of HR & Communications

August 8, 2022

Board Workshop



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BrightArrow Communication System

Advantages

- Effective and Efficient
- Increased Software Functionality
- Added Safety and Security Notification Features
- Improved integration with District Technology
- Retention of Information
- Cost Savings for the District



BrightArrow Communication System

Questions?



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THANK YOU

24. Presentation: DC (LOCAL) Employment Practices

Presenter: Anna Koenig, Executive Director of Human Resources and Communications

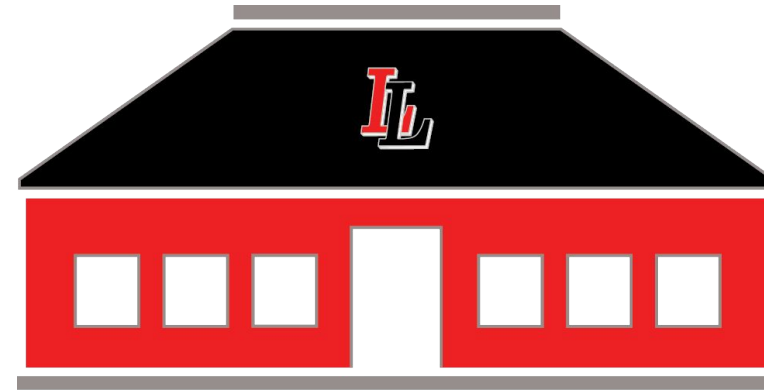
DC (Local) Employment Practices

ANNA KOENIG

Executive Director of HR & Communications

August 8, 2022

Board Workshop



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DC (Local) Employment Practices

Employment of Contractual Personnel

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for employment of contractual personnel; however, from **March 1 to August 31**, the Board delegates to the Superintendent the authority to employ contractual personnel. The Superintendent shall inform the Board of any persons hired under this authority.



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DC (Local) Employment Practices

Employment of Contractual Personnel

Considerations

- Job Market
- Competition
- Process Time
- Board Approval
- Time of Year

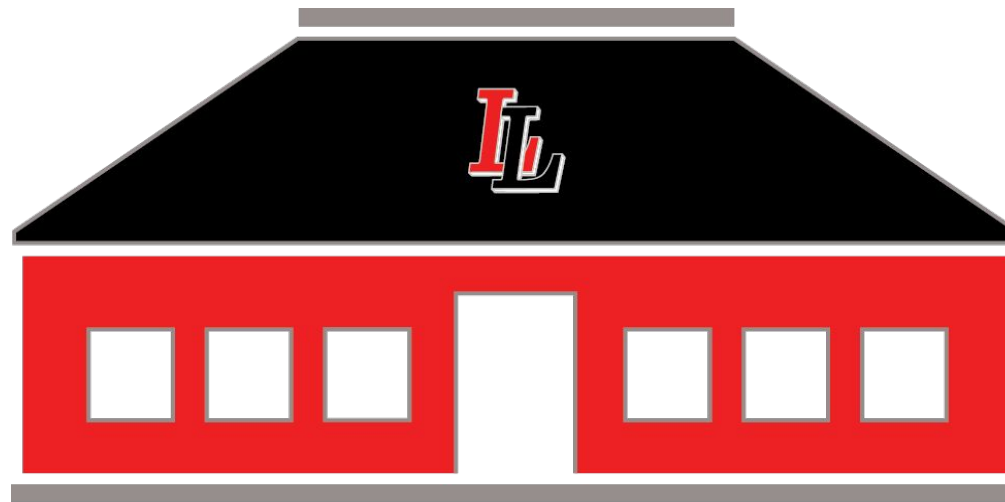


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THANK YOU

25. Presentation: Community Engagement Opportunities
Presenter: Katie Kordel, Superintendent of Schools



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Board Workshop
Additional Community Engagement Opportunities
August 8, 2022

Culture

Relationships
Learning
Collaboration
Results
Fun



Lovejoy Independent School District

Commitments

Mission: To propel every person to personal excellence.

Legacy of Excellence

- *We will build upon Lovejoy ISD's legacy of excellence through a shared commitment to our mission and core values.*
- *We will maintain high expectations and leverage the collective impact of the Lovejoy ISD community for achievement of outcomes on behalf of students.*
- *Lovejoy ISD traditions will enable us to honor the past, celebrate the present, and provide a continuing legacy for the future.*
- *The Lovejoy Experience will prioritize community and connection.*
#LivingLovejoy

Future Ready Students

- *Students will personify the graduate profile by experiencing challenging and engaging learning.*
- *Research-based instructional strategies will be strategically partnered with innovation.*
- *Profound learning will develop key skills essential to thriving now and in the future.*
- *Technology will be leveraged to enhance individualization, deepen learning, and prepare students for an increasingly technology-driven workforce.*

Financial Sustainability

- *Lovejoy ISD will establish a plan for short and long-term financial sustainability.*
- *We will strategically balance financial decision-making with Lovejoy ISD's mission and commitment to the Lovejoy Experience.*
- *A financial assessment, identification of priorities, and intentional decision-making process will support proactive, strategic financial planning.*
- *Transparency and stakeholder involvement will be prioritized. Zero-based budgeting will be utilized.*



Additional Community Engagement Opportunities

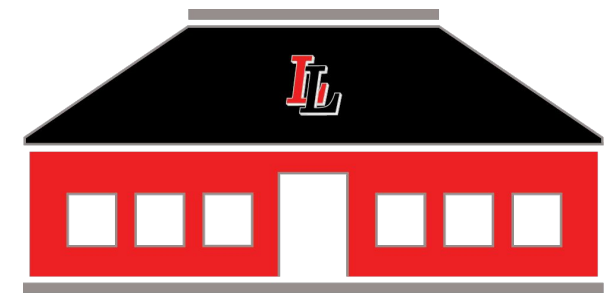
- Capital Planning Committee
- Leadership Lovejoy
- Lovejoy ISD Board Academy
- Silver Leopards Club



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Additional Community Engagement Opportunities

- Capital Planning Committee
- Leadership Lovejoy
- Lovejoy ISD Board Academy
- Silver Leopards Club



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Leadership Lovejoy



Leadership Lovejoy is designed to provide community participants with a comprehensive overview of the school district by department and district leadership. By educating our community members about the workings of the school district, we create a resource pool from which to draw for participants in district planning, district and campus improvement teams, and other district or community activities. In addition, it serves as comprehensive initial training for those interested in serving as a school board trustee. The objective is to provide information as well as an opportunity to ask questions in an interactive format. The structure of Leadership Lovejoy is an in-person, full-day, once-a-month workshop.



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Lovejoy ISD Board Academy

The Lovejoy ISD Board Academy is designed for anyone considering public service on the Board of Trustees as well as those that would like to learn more about local school district governance.

School Board members will explain the roles and responsibilities of serving on the Board, review the state-required training requirements, and discuss the difference between Board oversight and day-to-day operations of the district. Information will also be shared on the guidelines, logistics, and timelines to run for a Board seat.

LOVEJOY INDEPENDENT SCHOOL DISTRICT

Silver Leopards Club



Lovejoy ISD is proud to offer senior citizens the opportunity to be a part of our school district. The Silver Leopard Club engages senior community members in the school district in a variety of ways.

Stay informed about your school district, visit Lovejoy ISD schools, attend special events and performances, hear directly from our district leaders on important issues, and enjoy socializing with your friends and neighbors!

Silver Leopards Club



Membership in the Silver Leopards Club is FREE and open to those age 60 and older. Registration is limited to the first 30 to register. Members attend Silver Leopards meetings and activities designed for your interest – including field trips to campuses and special events.

- Enjoy discounted tickets to select fine arts and athletic events.
- Q & A opportunities with school district leaders.
- Presentations and performances by Lovejoy ISD students.
- To register and join the Silver Leopards Club, please complete the form at the link below

[Silver Leopards Club Application](#)

Thank You



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INDEPENDENT SCHOOL DISTRICT

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26. Presentation: Superintendent's Annual Goals

Presenter: Katie Kordel, Superintendent of Schools



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Superintendent's Goals

2022-2023

- Identify and communicate LOVEJOY 2030 strategies for initiation in 2022-2023
- Provide opportunities for stakeholder engagement by implementing:
 - Leadership Lovejoy and Board Academy
 - Silver Leopards (senior community members)
 - Capital Planning Committee
- Develop capital plan which includes I&S and M&O impact
- Increase focus on student outcomes at Board Meetings and Workshops
- Initiate development of partnerships with business, higher education, and/or community organizations to benefit students, staff, and the district

27. Announcements

Presenter: Barrett Owens, President

28. Adjournment

Presenter: Barrett Owens, President