

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
Board of Trustees



**Regular Meeting**

Monday, August 28, 2023 5:30 PM

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

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

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**Agenda**

1. **Call to Order, Roll Call, and Establishment of Quorum**
2. **Moment of Silence and Pledges of Allegiance**
3. **Executive Session**

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

- A. Private consultation with the Board's attorney (TGC 551.071)
- B. Discussing or deliberating purchase, exchange, lease or value of real property (TGC 551.072)
- C. Discussing or deliberating negotiated contract for prospective gift or donation to the school district (TGC 551.073)
- D. Discussing or deliberating appointment, employment, evaluation, reassignments, duties, discipline, or dismissal of a public officer (TGC 551.074)
- E. Discussing or deliberating the deployment, or specific occasions for implementation of security personnel or devices; or a security audit (TGC 551.076)
- F. Discussing Security Matters regarding Emergency Operations Plans, Safety, and Security Audits (TEC 37.109)
- G. Discussing or deliberating discipline of a public school child or employee complaint against another employee (TGC 551.082)

- H. Discussing or deliberating a public school child which reveals personally identifiable information (TGC 551.0821)
- I. Investigation; exclusion of witness from a hearing during examination of another witness (TGC 551.084)
- J. Discussing economic development negotiations or offer of financial or other incentive to business prospects (TGC 551.086)

4. **Public Comment**

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

- 5. **PUBLIC HEARING:** Accelerated Instruction
- 6. **PUBLIC HEARING:** 2023-2024 School Year Budget
- 7. **CONSENT AGENDA ITEMS**

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

- 7.A. **Consideration/Approval of Monthly Financial Statements**
- 7.B. **Consideration/Approval of Budget Amendment #5**
- 7.C. **Consideration/Approval of JJAEP Memorandum of Understanding**
- 7.D. **Consideration/Approval of the interlocal agreement with the Department of Information Services**
- 7.E. **Consideration/Approval of the purchase and installation of security film for glass doors and entry areas flooring from CoolVu Glass and Surface Solutions**
- 8. **ACTION ITEMS**
  - 8.A. ***Efficient Operations:*** Consider all matters incident and related to providing for the redemption of certain outstanding obligations of the District, including the adoption of an order pertaining thereto
  - 8.B. ***Efficient Operations:*** Consideration/Adoption of the 2023-24 General Fund, Food Service Fund, Debt Service Fund and Compensatory Education budgets
  - 8.C. ***Efficient Operations:*** Consideration/Approval of an ordinance setting a tax rate for maintenance and operations and debt service for the 2023-24 school year.
  - 8.D. ***Efficient Operations:*** Consider the Approval and Authorize the Superintendent To Negotiate And Execute An Amended Interlocal Agreement With The City of Corinth for the Provision of School Resource Officers at LDISD Campuses

8.E. ***Efficient Operations:*** Consider the Approval and Authorize the Superintendent To Negotiate And Execute An Amended Interlocal Agreement With The City of Lake Dallas for the Provision of School Resource Officers at LDISD Campuses

9. **FUTURE/DISCUSSION ITEMS**

9.A. **Legislative Priorities**

10. **INFORMATION ITEMS**

10.A. **Upcoming Meetings & Events**

11. **Executive Session (if needed)**

12. **Adjournment**

Lake Dallas ISD

Accelerated Learning Program Evaluation

2022-2023

Public Hearing

August 28, 2023

### **Overview of Accelerated Learning**

The State of Texas requires each district to provide accelerated instruction to a student enrolled in the district who has taken an end-of-course assessment instrument according to TEC 39.023(c) and has not performed satisfactorily on the assessment instrument or who is at risk of dropping out of school. In addition, school districts are required to annually evaluate the effectiveness of accelerated instruction programs and hold a public hearing (TEC 29.081). Lake Dallas ISD collected data regarding student performance, services, and funding sources to analyze the effectiveness of the accelerated program at all campuses in the following areas:

1. Performance on state assessments comparing students at risk of dropping out of school and all other district students; and
2. Rates of high school completion between students at risk of dropping out of school and all other district students.

This evaluation establishes a baseline for continuous improvement to guide district and campus leaders, teachers and staff members in:

- Developing academic goals and objectives;
- Determining the effectiveness of specific programs;
- Reviewing policy and practice of instructional programs; and
- Determining specific educational interventions that will lead to student achievement.

**Performance of Students At Risk Compared to Not At Risk Students**

**STAAR 3<sup>rd</sup> -8<sup>th</sup> Grade**

Grade	Reading/ ELAR At Risk	Reading/ ELAR Not At Risk	Math At Risk	Math Not At Risk	Science At-Risk	Science Not At Risk	Social Studies At-Risk	Social Studies Not At Risk
3	2022: 58% 2023: 59%	2022: 94% 2023: 82%	2022: 43% 2023: 52%	2022: 92% 2023: 81%				
4	2022: 64% 2023: 59%	2022: 93% 2023: 89%	2022: 41% 2023: 37%	2022: 85% 2023: 81%				
5	2022: 75% 2023: 70%	2022: 90% 2023: 93%	2022: 65% 2023: 63%	2022: 91% 2023: 88%	2022: 43% 2023: 44%	2022: 85% 2023: 81%		
6	2022: 39% 2023: 53%	2022: 75% 2023: 93%	2022: 54% 2023: 64%	2022: 88% 2023: 95%				
7	2022: 66% 2023: 55%	2022: 94% 2023: 92%	2022: 58% 2023: 39%	2022: 94% 2023: 81%				
8	2022: 75% 2023: 68%	2022: 96% 2023: 98%	2022: 59% 2023: 46%	2022: 89% 2023: 93%	2022: 62% 2023: 54%	2022: 97% 2023: 93%	2022: 55% 2023: 38%	2022: 93% 2023: 86%

**STAAR End Of Course Assessments (EOCs)**

English I At Risk	English I Not At Risk	English II At Risk	English II Not at Risk	Algebra I At Risk	Algebra I Not at Risk
2022: 49% 2023: 63%	2022: 91% 2023: 96%	2022: 53% 2023: 69%	2022: 89% 2023: 98%	2022: 52% 2023: 53%	2022: 79% 2023: 90%

Biology At Risk	Biology Not At Risk	U.S. History At Risk	U.S. History Not At Risk
2022: 72% 2023: 83%	2022: 98% 2023: 99%	2022: 80% 2023: 97%	2022: 97% 2023: 100%

**Rates of High School Completion for “At Risk” Compared to Not At Risk Students**

**Class of 2021 Reported 2022 and Class of 2022 Reported 2023**

Number of Enrolled Seniors:	2022: 259 2023: 303
Graduation Percentage Rate	2022: 98.5 2023: 99.3
Percent of At-Risk Students Graduated:	2022: 98% (49 of 50 Students) 2023: 100% (95 of 95 Students)
Percent of Non-At-Risk Students Graduated:	2022: 99% (207 of 209 Students) 2023: 99% (207 of 208 Students)

**FTE's Paid by State Compensatory Education Fund**

<b>Professional Positions</b>	<b>Corinth Elementary</b>	<b>Lake Dallas Elementary</b>	<b>Shady Shores Elementary</b>	<b>Lake Dallas Middle School</b>	<b>Lake Dallas High School</b>
Teacher ESL Specialist RTI Specialist Literacy Specialist	2022: 2.5 2023: 2.5	2022: 2.5 2023: 3.5	2022: 2.5 2023: 2.5	2022: 2 2023: 2.5	2022: 3 2023: 3

**State Compensatory Education Funds**

<b>Campus</b>	<b>2021-2022</b>	<b>2022-2023</b>
Corinth Elementary	\$174,430	\$176,553
Lake Dallas Elementary	\$175,030	\$257,370
Shady Shores Elementary	\$180,716	\$198,051
Lake Dallas Middle School	\$67,436	\$93,324
Lake Dallas High School	\$316,998	\$364,715

\*Communities in Schools

# 2023-2024 Public Hearing Evaluation of Accelerated Learning



**Presenter:** Kelly O'Sullivan

**Event:** LDISD School Board Meeting

**Date:** August 28, 2023

# Accelerated Instruction Evaluation

In response to The State of Texas requirement for school districts to annually evaluate the effectiveness of accelerated instruction programs and hold a public hearing (TEC 29.081), Lake Dallas ISD collects data regarding services, funding sources and student performance to analyze the effectiveness of the accelerated programs at all campuses.



# Accelerated Instruction

Each district shall provide accelerated instruction to a student enrolled in the district who has taken an end-of-course assessment instrument (STAAR) administered under TEC 39.023(c) and has not performed satisfactorily on the assessment instrument or who is at risk of dropping out of school. TEC 29.081



# At Risk Student Criteria

As defined by TEC 29.081

1. PreK-3rd - Has not performed satisfactorily on a readiness test or assessment
2. 7th-12th - Earned less than a 70 in two or more core classes per semester
3. Has not advanced to the next grade level for one or more years
4. Has not performed satisfactorily on a state assessment for two years
5. Pregnant or a parent
6. Placed in the District Alternative Education Program during the current or previous school year
7. Expelled during the current or previous school year
8. Currently on probation or parole
9. Prior dropout history
10. Limited English proficiency
11. In the care of the Department of Protective and Regulatory Services
12. Homeless
13. Resided in a residential placement facility during the current or previous school year



# Accelerated Instruction in Lake Dallas ISD

## Elementary

- Falcon Time -  
30 minutes daily
- Summer School

## Middle School

- Falcon Time -  
30 minutes daily
- Tutorials
- Summer School

## High School

- Tutorials
- End of Course  
Classes
- Summer School



# Performance of Students At-Risk Compared to Not At Risk Students

Grade 3						
	Math			Reading/ELA		
	2022	2023	% Diff	2022	2023	% Diff
At Risk	43.2%	52.2%	9.0%	58.5%	58.8%	0.3%
Not At Risk	92.1%	80.5%	-11.6%	94.4%	81.9%	-12.5%



# Performance of Students At-Risk Compared to Not At Risk Students

Grade 6						
	Math			Reading/ELA		
	2022	2023	% Diff	2022	2023	% Diff
At Risk	54.2%	64.4%	10.2%	38.5%	52.9%	14.4%
Not At Risk	88.3%	95.2%	6.9%	75.2%	92.5%	17.3%
Grade 8						
At Risk	57.8%	46.0%	-11.8%	75.3%	67.7%	-7.6%
Not At Risk	89.0%	92.6%	3.6%	95.8%	98.4%	2.6%



# Performance of Students At-Risk Compared to Not At Risk Students

STAAR End of Course (EOC)						
	Algebra I			English I		
	2022	2023	% Diff	2022	2023	% Diff
At Risk	52.3%	53.4%	1.1	49.5%	63.4%	13.9
Not At Risk	79.2%	89.8%	10.6	90.7%	96.0%	5.3



# Graduation Rates

Rates of High School Completion for At Risk Students Compared to Not At Risk Students

## % At-Risk Students Graduated

2022: 98%

2023: 100%

## % Non-At-Risk Students Graduated

2022: 99%

2023: 99%



# State Compensatory Funding and Resources

## Full Time Professional Personnel

2021-2022 - 12.5

2022-2023 - 14

## State Compensatory Education Funds

2021-2022 - \$914,610

2022-2023 - \$1,090,013





*Any Questions?*



**LAKE DALLAS**  
*Independent School District*

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
COMBINED BUDGET SUMMARY  
2023-24 School Year**

<b>Estimated Revenue Sources</b>	<b>General Fund</b>	<b>Food Service</b>	<b>Debt Service</b>	<b>Memorandum Total</b>
Local and Intermediate Revenues	\$24,312,747	\$724,247	\$15,900,712	\$40,937,706
State Program Revenues	16,149,965	36,000	291,589	16,477,554
Federal Program Revenues	974,318	1,258,243	-	2,232,561
<b>Total Budgeted Revenue Sources</b>	<b>41,437,030</b>	<b>2,018,490</b>	<b>16,192,301</b>	<b>\$59,647,821</b>
 <b>Total Expenditures</b>				
Instruction	23,661,150	-	-	23,661,150
Instruction Resources & Media Services	635,360	-	-	635,360
Curriculum/Instructional Staff Dvlpmnt.	872,295	-	-	872,295
Instructional Leadership	873,189	-	-	873,189
School Leadership	2,232,169	-	-	2,232,169
Guidance and Counseling Services	1,475,868	-	-	1,475,868
Social Work Services	13,990	-	-	13,990
Health Services	364,647	-	-	364,647
Student Transportation	1,613,502	-	-	1,613,502
Food Services	-	2,013,158	-	2,013,158
Co-Curricular Extracurricular Activities	1,232,350	-	-	1,232,350
General Administration	1,535,500	-	-	1,535,500
Plant Maintenance & Operations	5,011,404	-	-	5,011,404
Security & Monitoring Services	600,136	-	-	600,136
Data Processing Services	1,241,509	-	-	1,241,509
Debt Services	-	-	16,193,438	16,193,438
Facilities Acquisition and Construction	14,000	-	-	14,000
Payments to Fiscal Agents	8,500	-	-	8,500
Other Intergovernmental Charges	262,815	-	-	262,815
<b>Total Appropriated Expenditures</b>	<b>\$41,648,384</b>	<b>\$2,013,158</b>	<b>\$16,193,438</b>	<b>\$59,854,980</b>
 <b>Budgeted Increase (Decrease)</b>	 <b>(\$211,354)</b>	 <b>\$5,332</b>	 <b>(\$1,137)</b>	 <b>(\$207,159)</b>

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
GENERAL FUND  
2023-24 School Year**

<b>Estimated Revenue Sources</b>	<b>2022-23 Budget</b>	<b>2023-24 Budget</b>	<b>Increase/ Decrease</b>	<b>% Change</b>
Local and Intermediate Revenues	\$27,051,915	\$24,312,747	(\$2,739,168)	-10.13%
State Program Revenues	12,721,991	16,149,965	3,427,974	26.95%
Federal Program Revenues	803,075	974,318	171,243	21.32%
<b>Total Budgeted Revenue Sources</b>	<b>40,576,981</b>	<b>41,437,030</b>	<b>860,049</b>	<b>2.12%</b>
 <b>Total Expenditures</b>				
Instruction	23,580,635	23,661,150	80,515	0.34%
Instruction Resources & Media Services	568,194	635,360	67,166	11.82%
Curriculum/Instructional Staff Dvlpmnt.	1,039,543	872,295	(167,248)	-16.09%
Instructional Leadership	860,012	873,189	13,177	1.53%
School Leadership	2,138,546	2,232,169	93,623	4.38%
Guidance and Counseling Services	1,377,304	1,475,868	98,564	7.16%
Social Work Services	12,072	13,990	1,918	15.89%
Health Services	355,030	364,647	9,617	2.71%
Student Transportation	1,592,909	1,613,502	20,593	1.29%
Co-Curricular Extracurricular Activities	1,209,309	1,232,350	23,041	1.91%
General Administration	1,618,396	1,535,500	(82,896)	-5.12%
Plant Maintenance & Operations	5,399,834	5,011,404	(388,430)	-7.19%
Security & Monitoring Services	286,695	600,136	313,441	109.33%
Technology Services	988,381	1,241,509	253,128	25.61%
Facilities Acquisition and Construction	14,000	14,000	-	0.00%
Payments to Fiscal Agents	4,000	8,500	4,500	112.50%
Other Intergovernmental Charges	245,000	262,815	17,815	7.27%
<b>Total Appropriated Expenditures</b>	<b>\$41,289,860</b>	<b>\$41,648,384</b>	<b>\$358,524</b>	<b>0.87%</b>
 <b>Budgeted Increase</b>	 <b>(\$712,879)</b>	 <b>(\$211,354)</b>		

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
CHILD NUTRITION  
2023-24 School Year**

<b>Estimated Revenue Sources</b>	<b>2022-23 Budget</b>	<b>2023-24 Budget</b>	<b>Increase/ Decrease</b>	<b>% Change</b>
Local and Intermediate Revenues	\$725,300	\$724,247	(\$1,053)	-0.15%
State Program Revenues	10,000	36,000	\$26,000	260.00%
Federal Program Revenues	1,181,440	1,258,243	\$76,803	6.50%
<b>Total Budgeted Revenue Sources</b>	<b>1,916,740</b>	<b>2,018,490</b>	<b>101,750</b>	<b>5.31%</b>
<b>Total Expenditures</b>				
Payroll	928,924	930,523	1,599	0.17%
Professional and Contracted Services	39,500	41,000	1,500	3.80%
Supplies and Materials	922,135	997,135	75,000	8.13%
Other Operating Expenditures	3,700	4,500	800	21.62%
Debt Service			-	0.00%
Capital Outlay	21,500	40,000	18,500	86.05%
<b>Total Appropriated Expenditures</b>	<b>\$1,915,759</b>	<b>\$2,013,158</b>	<b>97,399</b>	<b>5.08%</b>
<b>Budgeted Increase (Decrease)</b>	<b>\$981</b>	<b>\$5,332</b>		

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
DEBT SERVICE  
2023-24 School Year**

	<b>2022-23</b>	<b>2023-24</b>	<b>Increase/ Decrease</b>	<b>% Change</b>
<b>Estimated Revenue Sources</b>	<b><u>Budget</u></b>	<b><u>Budget</u></b>		
<b>Local Sources</b>	14,241,430	15,900,712	\$1,659,282	11.65%
<b>State Sources</b>	243,924	291,589	47,665	19.54%
<b>Total Budgeted Revenue Sources</b>	<u>14,485,354</u>	<u>16,192,301</u>	1,706,947	11.78%
 <b>Expenditures</b>				
<b>Debt Service</b>	14,475,687	16,193,438	1,717,751	11.87%
<b>Total Appropriated Expenditures and Other</b>	<u>\$14,475,687</u>	<u>\$16,193,438</u>	\$1,717,751	11.87%
 <b>Budgeted Increase (Decrease)</b>	 <b>\$9,667</b>	 <b>(\$1,137)</b>	 <b>(\$10,804)</b>	

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
FEDERAL AND OTHER GOVERNMENTAL FUNDS BUDGET SUMMARY  
2023-24 School Year**

	211 ESEA 1, A <u>Title One</u>	224 IDEA B <u>Formula</u>	225 IDEA B <u>Preschool</u>
<b>Estimated Revenue Sources</b>			
Local and Intermediate Revenues	-	-	-
State Program Revenues	-	-	-
Federal Program Revenues	372,044	718,082	11,082
<b>Total Budgeted Revenue Sources</b>	<b>\$372,044</b>	<b>\$718,082</b>	<b>\$11,082</b>
 <b>Total Expenditures</b>			
Instruction	352,044	487,957	11,082
Instruction Resources & Media Services	-	-	-
Curriculum/Instructional Staff Dvlpmnt.	20,000	-	-
Instructional Leadership	-	-	-
School Leadership	-	-	-
Guidance and Counseling Services	-	230,125	-
Health Services	-	-	-
Student Transportation	-	-	-
Food Services	-	-	-
Co-Curricular Extracurricular Activities	-	-	-
General Administration	-	-	-
Plant Maintenance & Operations	-	-	-
Security & Monitoring Services	-	-	-
Data Processing Services	-	-	-
Community Services	-	-	-
Debt Services	-	-	-
Facilities Acquisition and Construction	-	-	-
Other	-	-	-
<b>Total Appropriated Expenditures</b>	<b>\$372,044</b>	<b>\$718,082</b>	<b>\$11,082</b>
 <b>Budgeted Increase (Decrease)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
FEDERAL AND OTHER GOVERNMENTAL FUNDS BUDGET SUMMARY  
2023-24 School Year**

	244 Vocational <u>Grant</u>	255 Title <u>II</u>	263 Title <u>III, A</u>
<b>Estimated Revenue Sources</b>			
Local and Intermediate Revenues	-	-	-
State Program Revenues	-	-	-
Federal Program Revenues	30,500	95,174	54,740
<b>Total Budgeted Revenue Sources</b>	<b>\$30,500</b>	<b>\$95,174</b>	<b>\$54,740</b>
 <b>Total Expenditures</b>			
Instruction	30,000	-	\$54,740
Instruction Resources & Media Services	-	-	-
Curriculum/Instructional Staff Dvlpmnt.	500	\$95,174	-
Instructional Leadership	-	-	-
School Leadership	-	-	-
Guidance and Counseling Services	-	-	-
Health Services	-	-	-
Student Transportation	-	-	-
Food Services	-	-	-
Co-Curricular Extracurricular Activities	-	-	-
General Administration	-	-	-
Plant Maintenance & Operations	-	-	-
Security & Monitoring Services	-	-	-
Data Processing Services	-	-	-
Community Services	-	-	-
Debt Services	-	-	-
Facilities Acquisition and Construction	-	-	-
Other	-	-	-
<b>Total Appropriated Expenditures</b>	<b>\$30,500</b>	<b>\$95,174</b>	<b>\$54,740</b>
 <b>Budgeted Increase (Decrease)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
FEDERAL AND OTHER GOVERNMENTAL FUNDS BUDGET SUMMARY  
2023-24 School Year**

<b>Estimated Revenue Sources</b>	<b>289 Title IV</b>	<b>410 Instructional Materials *</b>
Local and Intermediate Revenues		
State Program Revenues		677,940
Federal Program Revenues	29,282	-
<b>Total Budgeted Revenue Sources</b>	<b>\$29,282</b>	<b>\$677,940</b>
 <b>Total Expenditures</b>		
Instruction	\$29,282	\$677,940
Instruction Resources & Media Services	-	-
Curriculum/Instructional Staff Dvlpmnt.	-	-
Instructional Leadership	-	-
School Leadership	-	-
Guidance and Counseling Services	-	-
Health Services	-	-
Student Transportation	-	-
Food Services	-	-
Co-Curricular Extracurricular Activities	-	-
General Administration	-	-
Plant Maintenance & Operations	-	-
Security & Monitoring Services	-	-
Data Processing Services	-	-
Community Services	-	-
Debt Services	-	-
Facilities Acquisition and Construction	-	-
Payments to Juvenile Justice Alt. Ed.	-	-
<b>Total Appropriated Expenditures</b>	<b>\$29,282</b>	<b>\$677,940</b>
 <b>Budgeted Increase (Decrease)</b>	 <b>\$0</b>	 <b>\$0</b>

\* State Mandated Two Year Allotment

# 2023-2024 Budget Public Hearing



EFFICIENT OPERATIONS



**Presenter:** Wes Eversole

**Event:** Board Meeting

**Date:** August 28, 2023

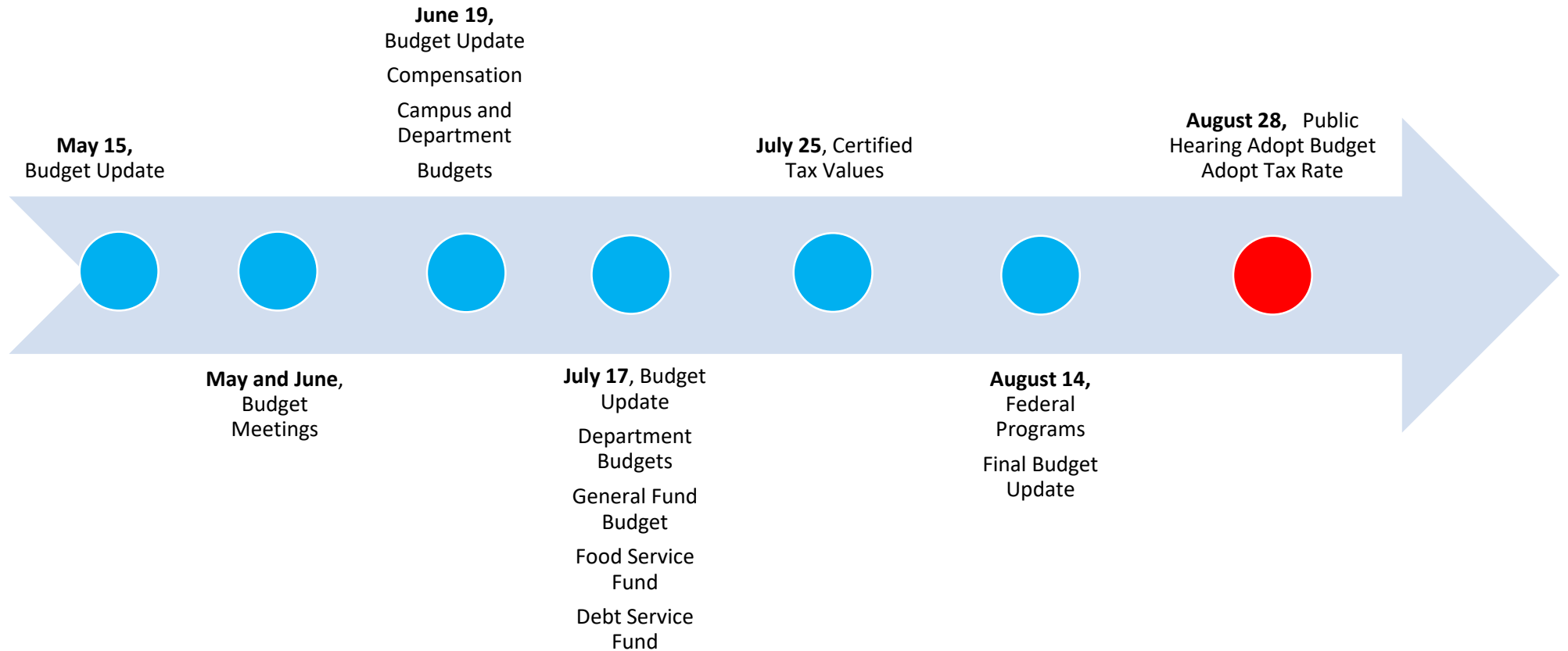
# PUBLIC BUDGET AND TAX RATE NOTICE

- A notice of the Budget and Proposed Tax Rate Meeting must be published in a daily, weekly, or biweekly newspaper.
- The notice must be published no earlier than the 30th day or later than the 10th day before the hearing date.
- Public Meeting - August 28, 2023

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE					
<small>The LAKE DALLAS INDEPENDENT SCHOOL DISTRICT will hold a public meeting at 7:00PM, August 30, 2023 in Central Services Building, 104 Swisher Rd Lake Dallas, TX 75045. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.</small>					
<small>The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.</small>					
Maintenance Tax	\$1.000000\$100	<small>(proposed rate for maintenance and operations)</small>			
School Debt Service Tax	\$0.500000\$50	<small>(proposed rate to pay bonded indebtedness)</small>			
Approved by Local Voters					
Comparison of Proposed Budget with Last Year's Budget					
<small>The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.</small>					
Maintenance and operations	-1.08 %	decrease			
Debt Service	11.73 %	increase			
Total expenditures	1.70 %	increase			
Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)					
	Preceding Tax Year	Current Tax Year			
Total appraised value* of all property	\$2,828,964,116	\$2,923,038,095			
Total appraised value** of new property**	\$73,109,636	\$94,339,962			
Total taxable value*** of all property	\$2,202,563,489	\$2,211,647,720			
Total taxable value*** of new property**	\$71,867,892	\$70,958,065			
<small>*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(9), Tax Code.</small>					
<small>**"New property" is defined by Section 26.01(17), Tax Code.</small>					
<small>***"Taxable value" is defined by Section 1.04(10), Tax Code.</small>					
Bonded Indebtedness					
Total amount of outstanding and unpaid bonded indebtedness* \$146,651,868					
<small>*Outstanding principal.</small>					
Comparison of Proposed Rates with Last Year's Rates					
	Maintenance & Operations	Interest & Sinking Fund**	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate	\$1.057900	\$0.500000*	\$1.557900	\$9.071	\$3.412
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$1.057900	\$0.392200*	\$1.449500	\$8.540	\$3.306
Proposed Rate	\$1.000000	\$0.500000*	\$1.500000	\$9.620	\$3.313
<small>*The Interest &amp; Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay these bonds, were approved by the voters of this district.</small>					
Comparison of Proposed Levy with Last Year's Levy on Average Residence					
	Last Year	This Year			
Average Market Value of Residences	\$242,438	\$261,135			
Average Taxable Value of Residences	\$242,438	\$261,135			
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.559300	\$1.500000			



# BUDGET CALENDAR



# 2023-24 BUDGET

## Key Budget Factors

- Legislation
- Enrollment and Attendance
- Student Needs (Special Populations)
- Property Values
  - Property Value Growth no longer impacts General Fund Revenue
  - Property Value Growth Impacts the Debt Service Fund



# 2023-24 BUDGET

## Key Budget Factors

### Property Tax Relief

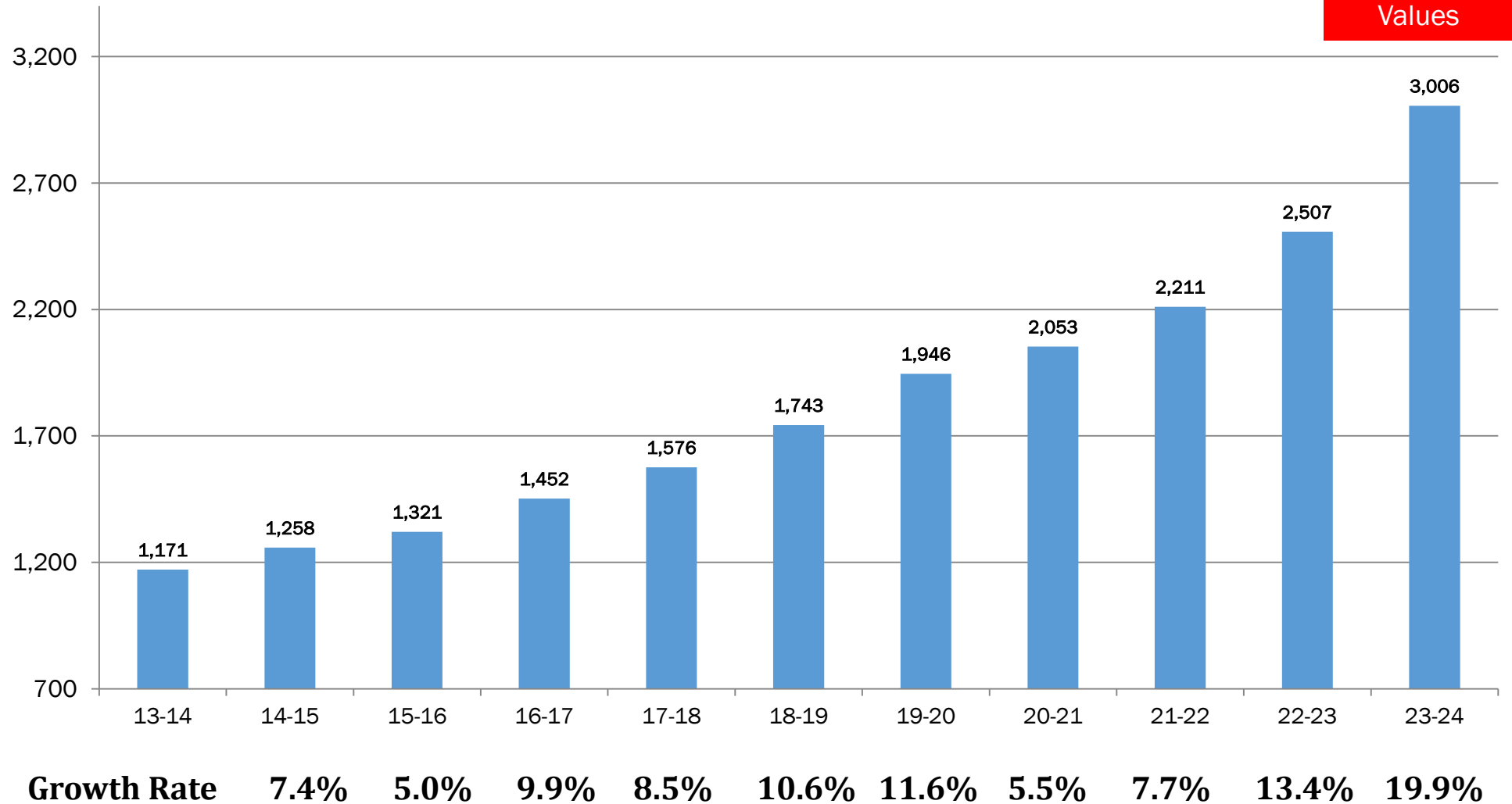
- Tax Rate Compression - Determined by TEA
- Increases the homestead exemption from the current \$40,000 to \$100,000
- Subject to voter-approval in November 2023
- Includes M&O and I&S hold harmless provisions for school districts



# TAXABLE VALUES

## \$40,000 HOMESTEAD

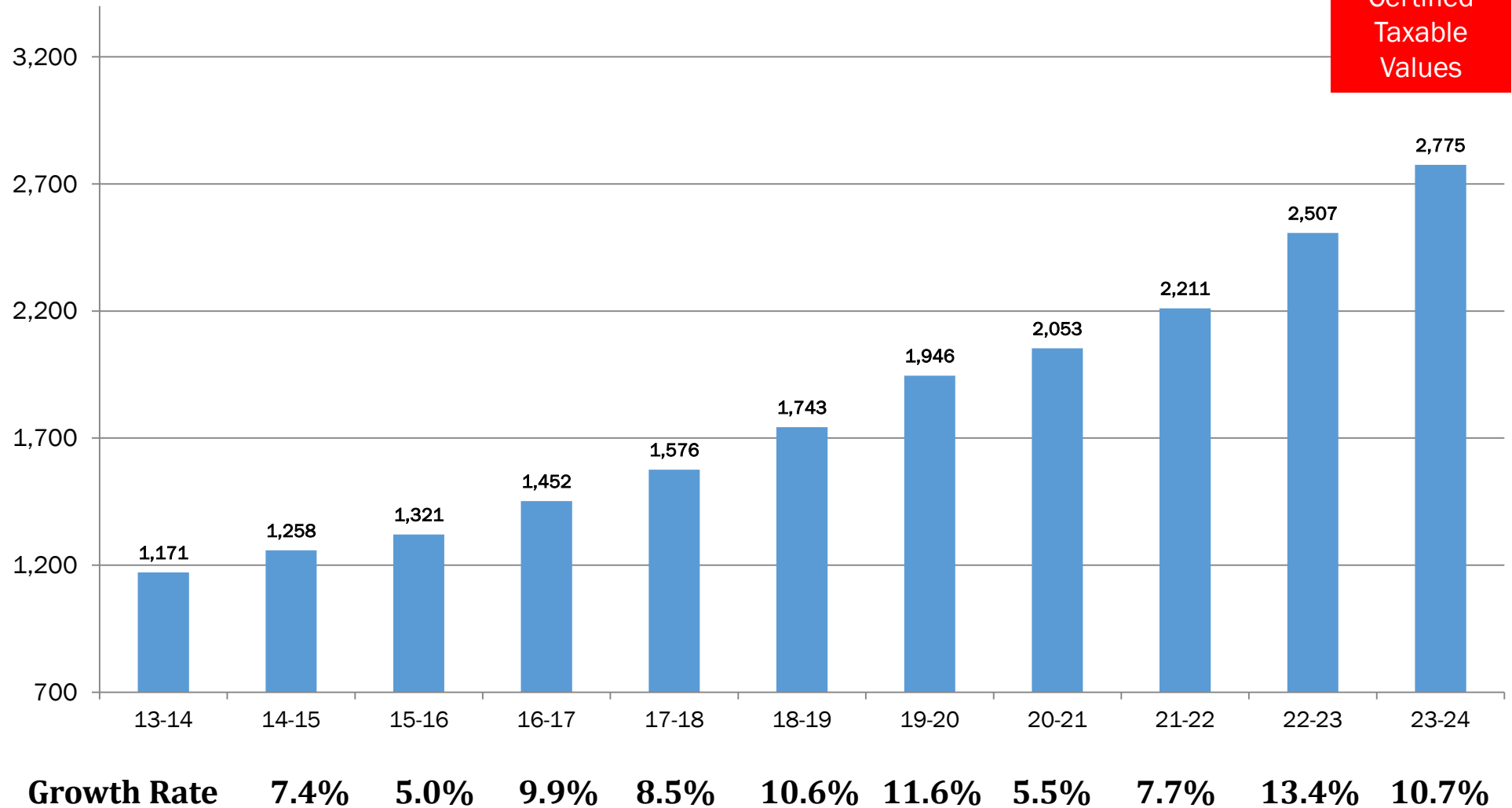
Certified  
Taxable  
Values



# TAXABLE VALUES

## \$100,000 HOMESTEAD

Certified  
Taxable  
Values



# GENERAL FUND REVENUE

## Local Revenue

- Property Taxes
- Interest Revenue
- Athletic Revenue

## State Revenue

- Available School Fund
- Foundation
- TRS on Behalf

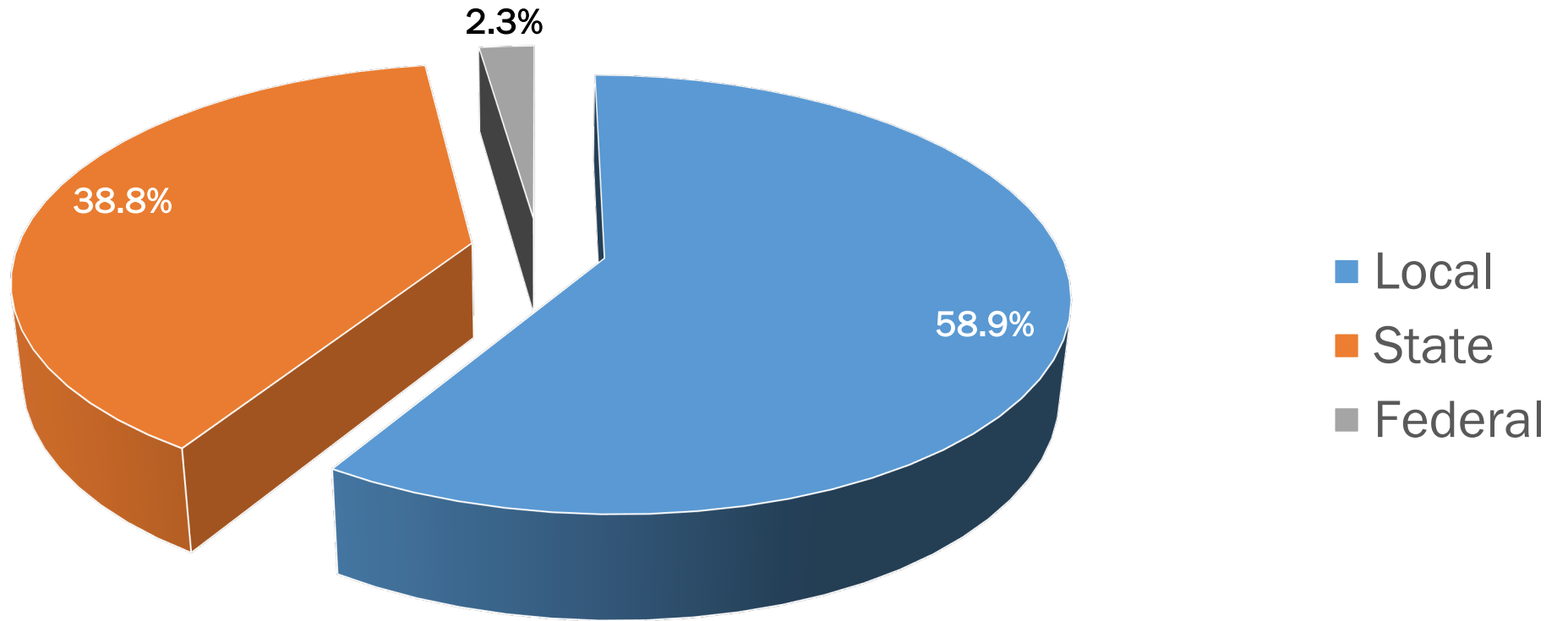
## Federal Revenue

- SHARS
- Federal Impact Aid
- Indirect Costs

	2022-23 Budget	2023-24 Budget	Increase (Decrease)	% Increase (Decrease)
Local	\$27,051,915	\$24,312,747	(\$2,739,168)	-10.13%
State	12,721,991	16,149,965	3,427,974	26.95%
Federal	<u>803,075</u>	<u>974,318</u>	171,243	21.32%
Total	40,576,981	41,437,030	860,049	2.12%



# GENERAL FUND REVENUES



# GENERAL FUND EXPENDITURES

Department	2022-23	2023-24	Increase (Decrease)	% Increase (Decrease)
<b>Instruction</b> (Library, Curriculum & Staff Development)	\$25,192,372	25,177,305	(15,067)	-0.06%
<b>Instructional Support</b> (Instructional, Campus Leadership, Co-Curricular, Counseling, Health Services, Curriculum Support)	5,952,273	6,192,213	239,940	4.03%
<b>General Administration</b> (Insurance, HR, Business Operations, Central Admin, Tax Collections and Appraisals)	1,863,396	1,798,315	(65,081)	-3.49%
<b>District Operations</b> (Transportation, Facilities, Utilities, Technology, Security, Insurance)	<u>8,281,819</u>	<u>8,480,551</u>	198,732	2.40%
<b>Total</b>	\$41,289,860	41,648,384	358,524	0.87%



# GENERAL FUND BUDGET

Department	2022-23 Budget	2023-24 Budget	Increase (Decrease)	% Increase (Decrease)
Revenue	\$40,576,981	41,437,030	860,049	2.12%
Expenditure	<u>41,289,852</u>	\$41,648,384	\$358,524	0.87%
Increase (Decrease)	(\$712,871)	(\$211,354)		



# ESSER FUNDING

	LDISD – Eligible	Uses	Remaining Funds
ESSER I	\$257k	Hold Harmless 2019-2020 School Year	none
ESSER II	\$1.1 million	Hold Harmless 2020-2021 School Year	none
ESSER II - Operation Connectivity	\$486k	\$486k - Technology	none
ESSER III	\$2.5 million	ESSER III Plan	\$1 million
ESSER Supplemental	<u>\$394k</u>	ESSER III Plan	None
<b>Total</b>	<b>\$4.69 million</b>		<b>\$1 million</b>



# CHILD NUTRITION BUDGET

Department	2022-23 Budget	2023-24 Budget	Increase (Decrease)	% Increase (Decrease)
Revenue	\$1,916,740	\$2,018,490	\$101,750	5.3%
Expenditure	<u>1,915,759</u>	<u>2,013,158</u>	<u>97,399</u>	<u>5.1%</u>
Increase (Decrease)	\$981	\$5,332		



# DEBT SERVICE BUDGET

- Increased property values provide additional opportunities to retire debt
  - Increase LDISD Debt Capacity
  - Decreases Taxpayer Interest Burden
- Maintaining Current Tax Rate - \$.50 for FY 2024
- Redemption of \$3.46M of existing debt
- Save future interest costs of \$906K.
- These savings will add to the pre-payment or refinancing of debt realizing more than \$31.885 million in interest savings since 2012



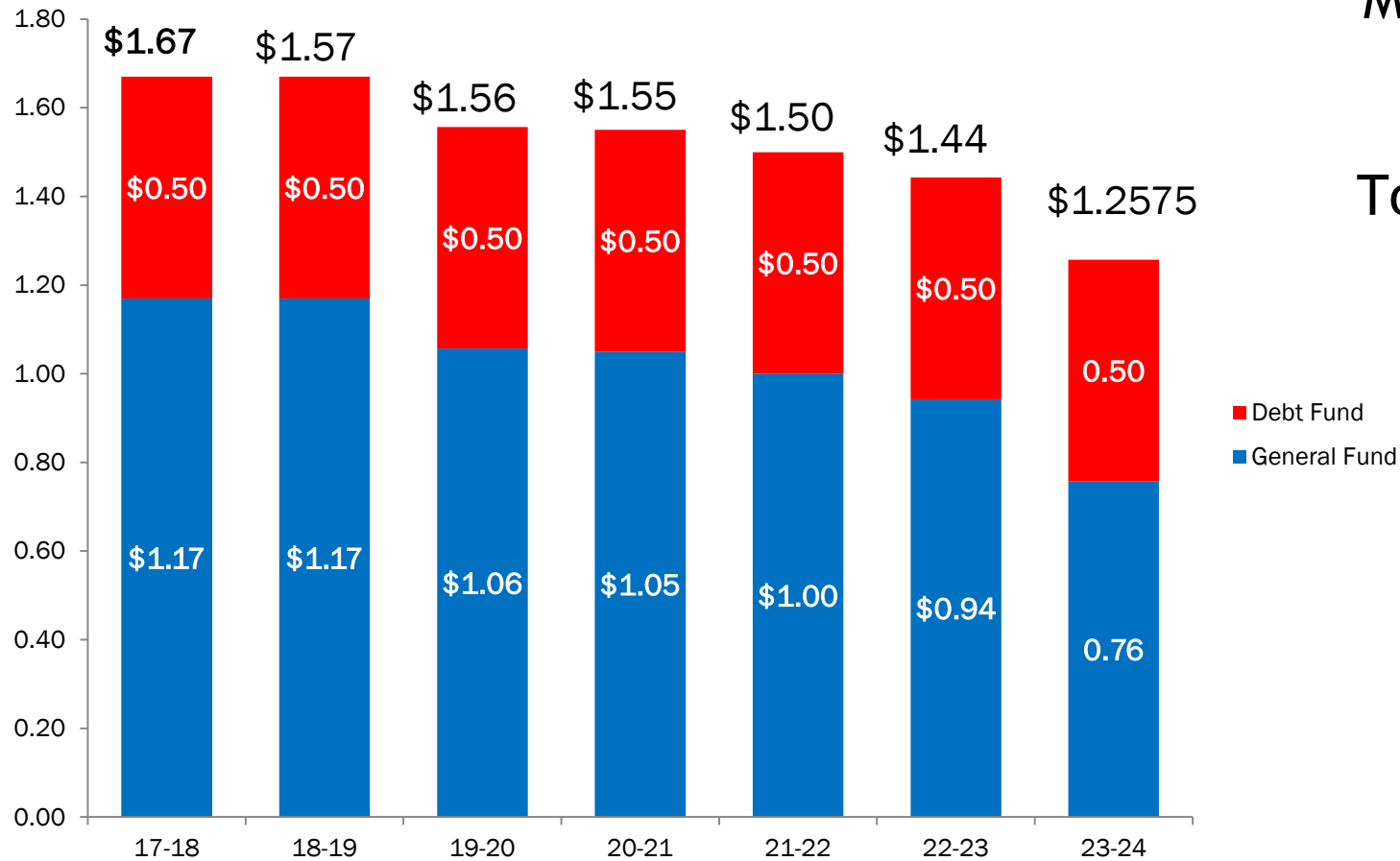
# TAX RATE

## Proposed Tax Rate

M&O Tax Rate \$0.7575

I&S Tax Rate \$0.50

Total Tax Rate \$1.2575



■ Debt Fund  
■ General Fund



# DEBT SERVICE BUDGET

Department	2022-23 Budget	2023-24 Budget	Increase (Decrease)	% Increase (Decrease)
Revenue	\$14,485,354	16,192,301	1,706,947	11.78%
Expenditure	14,475,687	16,193,438	\$1,717,751	11.87%
Increase (Decrease)	9,667	(1,137)		



# COMPENSATORY EDUCATION BUDGET

Function	2023-24 Budget
Instruction	\$1,179,987
Curriculum and Staff Development	12,786
Instructional Leadership	112,226
School Leadership	<u>73,396</u>
Total	\$1,378,395



# PUBLIC BUDGET AND TAX RATE NOTICE

- A notice of the Budget and Proposed Tax Rate Meeting must be published in a daily, weekly, or biweekly newspaper.
- The notice must be published no earlier than the 30th day or later than the 10th day before the hearing date.
- Public Meeting - August 28, 2023
- Proposed Total Tax Rate

General Fund Tax Rate      \$ .7575  
 Debt Service Tax Rate:    \$ .5000  
 Total Proposed Tax Rate    \$1.2575

The proposed tax rate represents a \$0.1854 decrease from the previous year.

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE					
<small>The LAKE DALLAS INDEPENDENT SCHOOL DISTRICT will hold a public meeting at 5:30PM, August 30, 2023 in Central Services Building, 104 Twicken Rd Lake Dallas, TX 75095. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.</small>					
<small>The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a second notice containing the same information and compares our bid below and holds another public meeting to discuss the revised rates.</small>					
Maintenance Tax	\$1.000000 \$100 (proposed rate to pay bonded indebtedness)				
School Debt Service Tax	\$0.500000 \$50 (proposed rate to pay bonded indebtedness)				
Approved by Local Voters					
Comparison of Proposed Budget with Last Year's Budget					
<small>The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.</small>					
Maintenance and operations	-2.08 % decrease				
Debt Service	11.73 % increase				
Total expenditures	1.70 % increase				
Total Appraised Value and Total Taxable Value (as calculated under Section 26.84, Tax Code)					
	Previous Tax Year      Current Tax Year				
Total appraised value* of all property	\$2,828,964,116      \$2,823,818,095				
Total appraised value** of new property**	\$7,189,636      \$9,139,992				
Total taxable value*** of all property**	\$2,362,763,489      \$2,211,647,720				
Total taxable value**** of new property**	\$7,189,636      \$9,139,992				
<small>*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(b), Tax Code.                      ** "New property" is defined by Section 26.11(17), Tax Code.                      *** "Taxable value" is defined by Section 1.04(b)(2), Tax Code.</small>					
Bonded Indebtedness					
Total amount of outstanding and unpaid bonded indebtedness* \$146,551,868					
*Outstanding principal.					
Comparison of Proposed Rates with Last Year's Rates					
	Maintenance & Operations	Interest & Sinking Fund**	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate	\$1.050000	\$0.500000*	\$1.550000	\$9.971	\$3.412
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$1.057500	\$0.382500*	\$1.440000	\$8.540	\$3.306
Proposed Rate	\$1.000000	\$0.500000*	\$1.500000	\$9.820	\$3.313
<small>*The Interest &amp; Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.                      **The bonds and the tax rate necessary to pay these bonds, were approved by the voters of this district.</small>					
Comparison of Proposed Levy with Last Year's Levy on Average Residence					
	Last Year	This Year			
Average Market Value of Residences	\$242,430	\$261,135			
Average Taxable Value of Residences	\$242,430	\$261,135			
Last Year's Rate Times Proposed Rate per \$100 Value	\$1.550000	\$1.200000			





*Any Questions?*

LAKE DALLAS ISD  
 COMPARISON OF REVENUE AND EXPENDITURES  
 GENERAL FUND  
 JUNE 2023

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
<b>REVENUE</b>					
Local Revenue	27,767,117	27,938,019	28,146,621	208,602	99.3%
State Revenue	8,350,068	9,334,431	11,389,026	2,054,595	82.0%
Federal Revenue	745,123	746,757	910,075	163,318	82.1%
<b>Total Revenue</b>	<b>36,862,308</b>	<b>38,019,206</b>	<b>40,445,722</b>	<b>2,426,516</b>	<b>94.0%</b>
<b>EXPENDITURES</b>					
Instruction	17,171,415	19,074,966	23,561,031	4,486,065	81.0%
Inst. Res./Media Services	429,709	474,604	568,194	93,590	83.5%
Curriculum Dev. & Inst. Staff Devel	611,451	685,554	982,063	296,509	69.8%
Inst. Leadership	637,179	697,915	860,012	162,097	81.2%
School Leadership	1,526,000	1,685,126	2,138,546	453,420	78.8%
Guidance/Counseling/Evaluation	1,054,168	1,171,238	1,434,784	263,546	81.6%
Social Work Services	9,054	10,060	12,072	2,012	83.3%
Health Services	254,534	310,086	374,354	64,268	82.8%
Pupil Transportation	1,138,324	1,276,298	1,592,909	316,611	80.1%
Cocurr./Extracurr. Activities	899,887	983,206	1,240,896	257,690	79.2%
Gen Administration	1,149,224	1,272,844	1,618,396	345,552	78.6%
Plant Maintenance & Operations	3,574,768	3,996,734	5,399,834	1,403,100	74.0%
School Monitoring Services	238,835	246,500	286,695	40,195	86.0%
Data Processing Services	767,481	918,709	1,111,169	192,460	82.7%
Community Services	6,599	6,599	6,600	1	100.0%
Facilities Acq. & Construction	10,000	10,000	14,000	4,000	71.4%
Payments to Fiscal Agents/Members	4,500	4,500	4,500	0	100.0%
Payments to JJAEP Program	0	0	4,000	4,000	100.0%
Other Intergovernmental Charges	173,773	234,042	245,000	10,958	0.0%
<b>Total Expenditures</b>	<b>29,656,900</b>	<b>33,058,982</b>	<b>41,455,055</b>	<b>8,396,073</b>	<b>79.7%</b>
<b>Grand Revenue Totals</b>	<b>36,862,308</b>	<b>38,019,206</b>	<b>40,445,722</b>		
<b>Grand Expenditure Totals</b>	<b>29,656,900</b>	<b>33,058,982</b>	<b>41,455,055</b>		
<b>Grand Totals</b>	<b>7,205,408</b>	<b>4,960,224</b>	<b>(1,009,333)</b>		

LAKE DALLAS ISD  
 COMPARISON OF REVENUE AND EXPENDITURES  
 FOOD SERVICE FUND  
 JUNE 2023

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
<b>REVENUE</b>					
Local Revenue	692,366	693,103	725,300	32,197	95.6%
State Revenue	38,275	42,135	10,000	(32,135)	421.4%
Federal Revenue	1,199,141	1,235,981	1,181,440	(54,541)	104.6%
<b>Total Revenue</b>	<b>1,929,782</b>	<b>1,971,219</b>	<b>1,916,740</b>	<b>(54,479)</b>	<b>102.8%</b>
<b>EXPENDITURES</b>					
Food Service	1,743,231	1,839,383	1,915,759	76,376	96.0%
<b>Total Expenditures</b>	<b>1,743,231</b>	<b>1,839,383</b>	<b>1,915,759</b>	<b>76,376</b>	<b>96.0%</b>
<b>Grand Revenue Totals</b>	<b>1,929,782</b>	<b>1,971,219</b>	<b>1,916,740</b>		
<b>Grand Expenditure Totals</b>	<b>1,743,231</b>	<b>1,839,383</b>	<b>1,915,759</b>		
<b>Grand Totals</b>	<b>186,551</b>	<b>131,835</b>	<b>981</b>		

LAKE DALLAS ISD  
 COMPARISON OF REVENUE AND EXPENDITURES  
 DEBT SERVICE FUND  
 JUNE 2023

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
<b>REVENUE</b>					
Local Revenue	14,182,870	14,219,744	14,239,367	19,623	99.9%
State Revenue	493,874	493,874	243,924	(249,950)	202.5%
Other Resources	612,463	612,463	0	(612,463)	0.0%
<b>Total Revenue</b>	<b>15,289,207</b>	<b>15,326,080</b>	<b>14,483,291</b>	<b>(842,789)</b>	<b>105.8%</b>
<b>EXPENDITURES</b>					
Debt Services	2,658,942	2,658,942	14,452,163	11,793,221	18.4%
<b>Total Expenditures</b>	<b>2,658,942</b>	<b>2,658,942</b>	<b>14,452,163</b>	<b>11,793,221</b>	<b>18.4%</b>
<b>Grand Revenue Totals</b>	<b>15,289,207</b>	<b>15,326,080</b>	<b>14,483,291</b>		
<b>Grand Expenditure Totals</b>	<b>2,658,942</b>	<b>2,658,942</b>	<b>14,452,163</b>		
<b>Grand Totals</b>	<b>12,630,264</b>	<b>12,667,138</b>	<b>31,128</b>		

LAKE DALLAS ISD  
BALANCE SHEET  
GENERAL FUND, FOOD SERVICE AND DEBT SERVICE  
AS OF JUNE 30, 2023

General Fund

Cash & Investments	46,253,436
Receivables	2,583,804
Deferred Expenses	22,734
<b>Total Assets</b>	<u>48,859,973</u>
Current Payables	(29,956,539)
Accrued Expenses	(62,392)
Deferred Revenue	(467,685)
<b>Total Liabilities</b>	<u>(30,486,616)</u>
Reserve for Encumbrances	781,299
Undesig. Fund Balance	(18,373,358)
Reserve for Encumbrances	(781,299)
<b>Total Equity</b>	<u>(18,373,358)</u>

Food Service

Cash & Investments	2,335,936
Receivables	(195)
<b>Total Assets</b>	<u>2,335,741</u>
Current Payables	(782,194)
Accrued Expenses	(28,253)
Deferred Revenue	(69,448)
<b>Total Liabilities</b>	<u>(879,895)</u>
Reserve for Food Encumbrances	(46,677)
Undesig. Fund Balance	(936,089)
Reserve for Encumbrances	(473,081)
<b>Total Equity</b>	<u>(1,455,846)</u>

Debt Services

Cash & Investments	13,494,784
Receivables	1,471,157
<b>Total Assets</b>	<u>14,965,942</u>
Current Payables	0
Deferred Revenue	(195,031)
<b>Total Liabilities</b>	<u>(195,031)</u>
Reserve for Long Term Debt	(2,086,514)
Undesig. Fund Balance	(12,684,397)
<b>Total Equity</b>	<u>(14,770,911)</u>

**Lake Dallas ISD  
Summary Of Tax Collections Comparison  
June 2023**

<u>Current Tax Collections</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Current Tax Roll Status:	\$40,209,073	\$37,169,279	\$35,179,135
+/- Supplemental Adjustments	1,695,842	619,095	944,340
Balance Taxes Due After Adjustments	<u>41,904,915</u>	<u>37,788,374</u>	<u>36,123,475</u>
Current Collection Activity:			
General Operating Fund	26,120,294	23,865,990	22,775,495
Debt Service Fund	13,851,040	11,929,416	10,842,375
Total Current Collections	<u>39,971,334</u>	<u>35,795,406</u>	<u>33,617,870</u>
Unpaid Current Taxes Due @ End of Month	1,933,581	1,992,968	2,505,606
Collection % to Current Tax Role	95.39%	94.73%	93.06%

**Delinquent Tax Collections**

Prior Years Delinquent Tax Roll:	696,078	741,793	530,140
+/- Supplemental Adjustments	(31,337)	(134,960)	(126,036)
Balance Taxes Due After Adjustments	<u>664,741</u>	<u>606,833</u>	<u>404,104</u>
Delinquent Collection Activity:			
Less General Operating Funds Collected	78,626	64,106	-13,558
Less Debt Service Collected	38,083	30,456	(6,019)
Total Delinquent Collections	<u>116,709</u>	<u>94,562</u>	<u>-19,578</u>
Unpaid Delinquent Taxes Due @ End of Month	548,032	512,271	423,682
Collection % to Delinquent Tax Role	17.56%	15.58%	-4.84%

**Penalties, Interest, Attorney Fees**

Penalties and Interest:			
Penalty and Interest Paid On Taxes	176,978	172,489	72,236
Amount Paid to Tax Attorney	25,916	64,293	14,104
Total Penalties, Interest, Attorney Fees	<u>202,894</u>	<u>236,783</u>	<u>86,340</u>

**Collection Summary**

Current Taxes Collected	39,971,334	35,795,406	33,617,870
Delinquent Taxes Collected	116,709	94,562	-19,578
Penalties, Interest, Attorney Fees	202,894	236,783	86,340
Total Tax Collections	<u>40,290,936</u>	<u>36,126,750</u>	<u>33,684,632</u>
Total Unpaid Current Taxes Due @ End of Month	1,933,581	1,992,968	2,505,606
Total Unpaid Delinquent Taxes Due @ End of Month	548,032	512,271	423,682
Total Taxes Outstanding	<u>2,481,614</u>	<u>2,505,240</u>	<u>2,929,287</u>

FUND                      FUNC    OBJECT    SUB    ORG    YEAR    PROG    LOC                      DESCRIPTION                      CURRENT    INCREASE/    PROPOSED  
 EXPENDITURES                      OBJ                      CODE    CODE                      CODE    CODE                      BUDGET    (DECREASE)    BUDGET  
 (USE WHOLE DOLLAR AMOUNTS ONLY.)

199	11	6144	0	1	0	11	555	TRS on behalf	0	20,025	20,025
199	11	6144	0	41	0	11	555	TRS on behalf	0	20,025	20,025
199	11	6144	0	101	0	11	555	TRS on behalf	0	20,025	20,025
199	11	6144	0	103	0	11	555	TRS on behalf	0	20,025	20,025
199	11	6144	0	105	0	11	555	TRS on behalf	0	20,025	20,025
199	12	6144	0	999	0	99	555	TRS on behalf	0	2,237	2,237
199	13	6144	0	999	0	99	555	TRS on behalf	0	4,079	4,079
199	21	6144	0	999	0	99	555	TRS on behalf	0	3,654	3,654
199	23	6144	0	999	0	99	555	TRS on behalf	0	9,343	9,343
199	31	6144	0	999	0	99	555	TRS on behalf	0	6,233	6,233
199	32	6144	0	999	0	99	555	TRS on behalf	0	54	54
199	33	6144	0	999	0	99	555	TRS on behalf	0	1,531	1,531
199	34	6144	0	999	0	99	555	TRS on behalf	0	5,558	5,558
199	36	6144	0	999	0	99	555	TRS on behalf	0	4,403	4,403
199	41	6144	0	999	0	99	555	TRS on behalf	0	6,012	6,012
199	51	6144	0	999	0	99	555	TRS on behalf	0	10,682	10,682
199	52	6144	0	999	0	99	555	TRS on behalf	0	246	246
199	53	6144	0	999	0	99	555	TRS on behalf	0	2,302	2,302

**TOTAL EXPENDITURES**                      0                      156,460                      156,460

**REVENUES**

199	0	5831	0	0	0	0	556	TRS on behalf	93,219	63,241	156,460
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**TOTAL REVENUES**                      93,219                      63,241                      156,460

**NET CHANGE TO FUND BALANCE**                      -93,219  
 +INCREASE/(DECREASE)

**EXPLANATION:**  
 To record Medicare part D on-behalf expenditures

Processed by \_\_\_\_\_  
 Date: \_\_\_\_\_  
 (ADMINISTRATIVE OFFICE USE ONLY)

\_\_\_\_\_  
 ORIGINATOR                      DATE  
 \_\_\_\_\_  
 SUPERVISOR/PRINCIPAL                      DATE  
*Anne Haehn*                      8-25-23  
 \_\_\_\_\_  
 DIRECTOR OF ACCOUNTING                      DATE  
 \_\_\_\_\_  
 SUPERINTENDENT                      DATE  
 \_\_\_\_\_  
 BOARD SECRETARY                      DATE  
 \_\_\_\_\_  
 BOARD PRESIDENT                      DATE

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

**LAKE DALLAS ISD BUDGET AMENDMENT REQUEST**

Number: 5  
Org.: \_\_\_\_\_

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

(USE WHOLE DOLLAR AMOUNTS ONLY.)

FUND	FUNC	OBJECT	SUB OBJ	ORG	YR	PROG	LOC	DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	PROPOSED BUDGET
199	11	6249	0	101	0	11	101	Maint & Repair	500	620	1120
199	11	6298	0	101	0	11	101	Postage	300	8	308
199	11	6329	0	101	0	11	101	Books & Reading Mate	1600	326	1926
199	11	6411	0	101	0	11	101	Travel-Emp. Only	100	658	758
199	13	6411	0	101	0	99	101	Travel-Emp. Only	175	132	307
199	23	6395	0	101	0	99	101	Supplies/Materials	600	23	623
199	23	6499	0	101	0	99	101	Misc. Fees/Dues/Oth	1000	103	1103
199	31	6395	0	101	0	99	101	Supplies/Materials	100	750	850
199	31	6411	0	101	0	99	101	Travel-Emp. Only	180	240	420
199	31	6499	0	101	0	99	101	Misc. Fees/Dues/Oth	0	82	82
199	11	6295	0	101	0	11	101	OTH CONTR SVCS	650	-201	449
199	11	6334	0	101	0	11	101	TESTING MATERIALS	400	-300	100
199	11	6395	0	101	0	11	101	Supplies/Materials	35000	-1293	33707
199	11	6499	0	101	0	11	101	Misc. Fees/Dues/Oth	150	-150	0
199	23	6411	0	101	0	99	101	Travel-Emp. Only	2000	-1000	1000
199	11	6398	74	101	0	11	101	Computer Software EDUPH	2000	2	2002
<b>TOTAL EXPENDITURES</b>									44755	0	44755

**NET CHANGE TO FUND BALANCE**  
**+INCREASE/(DECREASE)**

0

**EXPLANATION:**

To reduce the amount in areas that is unepxectedly over budget  
To increase the amount in areas that incurred unexpected expense

Processed by \_\_\_\_\_  
Date: \_\_\_\_\_

(ADMINISTRATIVE OFFICE USE ONLY)

*Becky Martinez*  
\_\_\_\_\_  
ORIGINATOR

8/11/23  
\_\_\_\_\_  
DATE

*Kern Blum*  
\_\_\_\_\_  
SUPERVISOR/PRINCIPAL

8/11/23  
\_\_\_\_\_  
DATE

*Anne Haehn*  
\_\_\_\_\_  
DIRECTOR OF ACCOUNTING

8-25-23  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE

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

FUND FUNC OBJECT SUB ORG YR PROG LOC DESCRIPTION CURRENT INCREASE/ PROPOSED  
 OBJ CODE BUDGET (DECREASE) BUDGET  
 (USE WHOLE DOLLAR AMOUNTS ONLY.)

**EXPENDITURES**

FUND	FUNC	OBJECT	SUB	ORG	YR	PROG	LOC	DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	PROPOSED BUDGET
199	11	6249	0	41	0	11	41	Maint & Repair	200	1000	1200
199	11	6295	0	41	0	11	41	Oth Contr Svcs	100	1100	1200
199	11	6329	0	41	0	11	41	Books & Reading Materials	2200	1500	3700
199	11	6398	74	41	0	11	41	Computer software Eduphoria	1800	250	2050
199	11	6411	0	41	0	22	41	Travel-Emp only	0	20	20
199	11	6412	0	41	0	11	41	Travel Student	100	700	800
199	11	6412	0	41	0	22	41	Travel Student	0	860	860
199	11	6497	0	41	0	11	41	Awards	2000	175	2175
199	23	6395	0	41	0	99	41	Supplies/Materials	4767	1250	6017
199	12	6234	0	41	0	99	122	Esc Cont SVC	1100	10	1110
199	12	6395	0	41	0	99	122	Supplies/Materials	6400	5050	11450
199	23	6398	0	41	0	99	41	Computer software	500	650	1150
199	23	6497	0	41	0	99	41	Awards	4000	610	4610
199	23	6499	0	41	0	99	41	Misc-fees/dues/other expenses	1500	410	1910
199	31	6395	0	41	0	99	41	Supplies/Materials	1250	5400	6650
199	31	6499	0	41	0	99	41	Misc-fees/dues/other expenses	100	150	250
199	11	6296	0	41	0	11	41	Printshop	27248	-2000	25248
199	11	6395	0	41	0	11	41	Supplies/Materials	39589	-4000	35589
199	11	6411	0	41	0	11	41	Travel Emp only	6000	-5000	1000
199	11	6398	0	41	0	11	41	computer software	2000	-1700	300
199	13	6395	0	41	0	99	41	Supplies/Materials	2000	-285	1715
199	12	6249	0	41	0	99	122	Maint & Repair	2250	-2250	0
199	23	6411	0	41	0	99	41	Travel-Emp Only	4999	-3900	1099
<b>TOTAL EXPENDITURES</b>									110103	0	110103

**NET CHANGE TO FUND BALANCE**  
 +INCREASE/(DECREASE)

0

EXPLANATION:

Processed by \_\_\_\_\_

Date: \_\_\_\_\_

ADMINISTRATIVE OFFICE USE ONLY

*Carrie Stoll*  
 \_\_\_\_\_  
 ORIGINATOR

*W. J. ...*  
 \_\_\_\_\_  
 SUPERVISOR/PRINCIPAL

*Shirley Hatcher*  
 \_\_\_\_\_  
 DIRECTOR OF ACCOUNTING

*8-11-23*  
 \_\_\_\_\_  
 DATE

*8-11-2023*  
 \_\_\_\_\_  
 DATE

*8-25-23*  
 \_\_\_\_\_  
 DATE

White copy to be filed in Board Book

LAKE DALLAS ISD BUDGET AMENDMENT REQUEST

Number \_\_\_\_\_ Org.: \_\_\_\_\_

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

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
DATE

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

**EXPENDITURES**

(USE WHOLE DOLLAR AMOUNTS ONLY)

599	71	6511	0	999	0	990	0	Bond Principal	6,691,826	1,880,395	8,572,221
599	71	6523	0	999	0	990	0	Bond Interest	7,752,836	(1,363,100)	6,389,736
									14,444,662	517,295	14,961,957

599		5742						Interest Revenue	30,000	267,345	297,345
599		5829						State EDA Revenue	243,924	249,950	493,874

**TOTAL REVENUES**

273,924	517,295	791,219
---------	---------	---------

**NET CHANGE TO FUND BALANCE**

0
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+INCREASE/(DECREASE)

**EXPLANATION:**

To amend the budget fund the defeasement of Bonds  
 To amend revenue to record additional interest and State revenue

Processed by \_\_\_\_\_  
 Date: \_\_\_\_\_

(ADMINISTRATIVE OFFICE USE ONLY)

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

_____ ORIGINATOR	_____ DATE
_____ SUPERVISOR/PRINCIPAL	_____ DATE
<i>Annie Haehn</i> _____ DIRECTOR OF ACCOUNTING	8-25-23 _____ DATE
_____ SUPERINTENDENT	_____ DATE
_____ BOARD SECRETARY	_____ DATE
_____ BOARD PRESIDENT	_____ DATE

**LAKE DALLAS ISD BUDGET AMENDMENT REQUEST**

Number: 5  
Org.: \_\_\_\_\_

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

(USE WHOLE DOLLAR AMOUNTS ONLY.)

199	35	6499	0	999	0	99	0	Misc. Operating Costs	0.00	8,754.00	8,754.00

**TOTAL EXPENDITURES**

0.00	8,754.00	8,754.00
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**REVENUES**


**TOTAL REVENUES**

0.00	0.00	0.00
------	------	------

**NET CHANGE TO FUND BALANCE**

**(8,754.00)**

**+INCREASE/(DECREASE)**

**EXPLANATION:**

To write off food service balances deemed uncollectable

Processed by \_\_\_\_\_

Date: \_\_\_\_\_

(ADMINISTRATIVE OFFICE USE ONLY)

\_\_\_\_\_  
ORIGINATOR DATE

\_\_\_\_\_  
SUPERVISOR/PRINCIPAL DATE

*Anne Haack*

\_\_\_\_\_  
DIRECTOR OF ACCOUNTING 8-25-23  
DATE

\_\_\_\_\_  
SUPERINTENDENT DATE

\_\_\_\_\_  
BOARD SECRETARY DATE

\_\_\_\_\_  
BOARD PRESIDENT DATE

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

DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	PROPOSED BUDGET	
(USE WHOLE DOLLAR AMOUNTS ONLY)				
240 R 00 5742 00 000 0 00 000	Interest	300	232	532
240 R 00 5751 00 001 0 00 000	Food Servcie Activity	65,000	7,018	72,018
240 R 00 5751 00 041 0 00 000	Food Servcie Activity	75,000	5,654	80,654
240 R 00 5751 00 101 0 00 000	Food Servcie Activity	45,000	2,225	47,225
240 R 00 5751 00 103 0 00 000	Food Servcie Activity	45,000	1,814	46,814
240 R 00 5751 00 105 0 00 000	Food Servcie Activity	45,000	3,813	48,813
240 R 00 5751 01 001 0 00 000	Food Servcie Activity	137,000	23,801	160,801
240 R 00 5751 01 041 0 00 000	Food Servcie Activity	100,000	21,157	121,157
240 R 00 5751 01 101 0 00 000	Food Servcie Activity	48,000	5,730	53,730
240 R 00 5751 01 103 0 00 000	Food Servcie Activity	60,000	12,899	72,899
240 R 00 5751 01 105 0 00 000	Food Servcie Activity	60,000	9,679	69,679
240 R 00 5751 01 999 0 00 000	Food Servcie Activity	6,000	2,454	8,454
240 R 00 5759 00 101 0 00 000	Child Care Activy	12,000	672	12,672
240 R 00 5759 00 103 0 00 000	Child Care Activy	12,000	919	12,919
240 R 00 5759 00 105 0 00 000	Child Care Activy	15,000	1,062	16,062
240 R 00 5829 00 000 0 00 000	State Revenue	10,000	100	10,100
240 R 00 5831 00 000 0 00 000	TRS	0	31,000	31,000
240 R 00 5921 00 001 0 00 000	NSLP	45,000	2,572	47,572
240 R 00 5921 00 041 0 00 000	NSLP	50,000	5,622	55,622
240 R 00 5921 00 101 0 00 000	NSLP	50,000	3,321	53,321
240 R 00 5921 00 103 0 00 000	NSLP	55,000	3,707	58,707
240 R 00 5921 00 105 0 00 000	NSLP	55,000	3,465	58,465
240 R 00 5922 00 001 0 00 000	NSLP	165,000	18,292	183,292
240 R 00 5922 00 041 0 00 000	NSLP	185,000	19,806	204,806
240 R 00 5922 00 101 0 00 000	NSLP	165,000	13,681	178,681
240 R 00 5922 00 103 0 00 000	NSLP	135,000	12,206	147,206
240 R 00 5922 00 105 0 00 000	NSLP	125,000	12,033	137,033
240 R 00 5923 00 000 0 00 000	USDA	151,440	186,008	337,448
Total Revenue		1,916,740	410,942	2,327,682

241 E 35 6341 00 001 0 99 000	Food Supplies	156,396	138,760	295,156
242 E 35 6341 00 041 0 99 000	Food Supplies	156,366	96,064	252,430
243 E 35 6341 00 101 0 99 000	Food Supplies	111,395	60,841	172,236
244 E 35 6341 00 103 0 99 000	Food Supplies	111,395	58,706	170,101
245 E 35 6341 00 105 0 99 000	Food Supplies	111,395	56,571	167,966
Total Expenditures		646,947	410,942	1,057,889

<b>NET CHANGE TO FUND BALANCE</b>	1269793	0	1,269,793
<b>+INCREASE/(DECREASE)</b>			

**EXPLANATION:**  
To account for additional revenue and food expenditures

Processed by \_\_\_\_\_  
Date: \_\_\_\_\_

(ADMINISTRATIVE OFFICE USE ONLY)

\_\_\_\_\_  
ORIGINATOR

\_\_\_\_\_  
SUPERVISOR/PRINCIPAL

*Anne Harkin 8-25-23*  
DIRECTOR OF ACCOUNTING

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
BOARD PRESIDENT

FUND	FUNC	OBJECT	SUB OBJ	ORG	YEAR	PROG CODE	LOC CODE	DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	PROPOSED BUDGET
<b>EXPENDITURES</b>											
(USE WHOLE DOLLAR AMOUNTS ONLY.)											
240	35	6649	0	1	0	99	0	Capital Outlay	0	28,932	28,932
240	35	6649	0	105	0	99	0	Capital Outlay	0	189,102	189,102
									0	218,034	218,034


**TOTAL REVENUES**

0	0	0
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**NET CHANGE TO FUND BALANCE**

-218,034
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**+INCREASE/(DECREASE)**

**EXPLANATION:**  
 To pay for the replacement of a dish machine at Lake Dallas High School  
 To pay for the replacement of a serving line at Shady Shores Elementary

Processed by \_\_\_\_\_  
 Date: \_\_\_\_\_

(ADMINISTRATIVE OFFICE USE ONLY)

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

ORIGINATOR	DATE
SUPERVISOR/PRINCIPAL	DATE
<i>Anne Haehn</i>	8-25-23
DIRECTOR OF ACCOUNTING	DATE
SUPERINTENDENT	DATE
BOARD SECRETARY	DATE
BOARD PRESIDENT	DATE

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

**EXPENDITURES**

(USE WHOLE DOLLAR AMOUNTS ONLY)

FUND	FUNC	OBJECT	SUB OBJ	ORG	YEAR	PROG CODE	LOC CODE	DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	PROPOSED BUDGET
199	52	6219	0	999	0	99	0	Security	1,000	15,000	16,000
199	52	6395	0	999	0	99	0	Software Supplies	0	9,300	9,300
199	32	6129	0	1	0	99	0	Support Personnel	10,898	560	11,458
									11,898	24,860	36,758


**TOTAL REVENUES**

0	0	0
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**NET CHANGE TO FUND BALANCE**

+INCREASE/(DECREASE)

--

**EXPLANATION:**

To pay for security at the elementary schools  
 To pay for Raptor security  
 To pay for payroll accruals

Processed by \_\_\_\_\_  
 Date: \_\_\_\_\_

(ADMINISTRATIVE OFFICE USE ONLY)

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

_____ ORIGINATOR	_____ DATE
_____ SUPERVISOR/PRINCIPAL	_____ DATE
<i>Anne Haehle</i> _____ DIRECTOR OF ACCOUNTING	8-25-23 _____ DATE
_____ SUPERINTENDENT	_____ DATE
_____ BOARD SECRETARY	_____ DATE
_____ BOARD PRESIDENT	_____ DATE

## ***MEMORANDUM OF UNDERSTANDING***

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

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

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

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

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

### **I. ADMINISTRATION OF DENTON COUNTY JJAEP**

- 1.01 The daily administration for the JJAEP will be conducted by the Denton County Juvenile Probation Department ("DCJPD") under the direction of the Chief Juvenile Probation Officer. The DCJPD shall conform the JJAEP to the standards and guidelines of TJJD. Furthermore, the DCJPD shall be responsible for and maintain all reports, data, assessments, and the like necessary to permit and allow examination for compliance with the TEC.

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

- 2.01 The parties to this MOU acknowledge that the TEC §37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the

Juvenile Court must be enrolled in an educational program. It is therefore the intent of the parties that the JJAEP provide an educational program for expelled students.

- 2.02 Students who are expelled from participating ISDs will be afforded the appropriate due process within the respective ISD as provided by school district policy and federal and state law.
- 2.03 As the ISDs have elected to contract with the JJAEP, as the agent for and of DCJB, pursuant to TEC §37.011(p), for the placement of students expelled under TEC §37.007(b), (c), and (f), §37.0081; §37.309; any student, under the age of 19 years of age, who has been expelled from an ISD may be placed in or ordered or required to attend the JJAEP.
- 2.04 Every student who has been expelled from an ISD as a mandatory expulsion (i.e., pursuant to TEC §37.007(a), (d), or (e)), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU, may be placed in or ordered or required to attend the JJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Texas Family Code §52.041(d), placement in the JJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider its expulsion decision.
- 2.05 Every student, under the age of 19 years of age, who has been expelled from an ISD as a discretionary expulsion (i.e., pursuant to TEC §37.007(b), (c), or (f); §37.0081; §37.309), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU, may be placed in or ordered or required to attend the JJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Tex. Fam. Code §52.041(d), placement in the JJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider the terms and conditions of its expulsion order.
- 2.06 The JJAEP shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the JJAEP ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the Juvenile Court may immediately order the student to attend the JJAEP, pending resolution of any ISD disciplinary action, including any expulsion hearings.
- 2.07 It is the intent of the parties hereto that, for each expelled student who is placed in the JJAEP on a mandatory expulsion, such placement will be conditioned on the student's completion of a period of "successful days", as set forth/described in the JJAEP student code of conduct, equal to the number of expulsion days ordered by the ISD. Pursuant to TEC §37.010, students must remain in the JJAEP for the full period ordered by the Juvenile Court, unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court. The "full period" shall mean a period of "successful days," as set forth/described in the JJAEP student code of conduct, that equals the number of days the student was ordered to complete by the Juvenile Court, unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court.

- 2.08 It is the intent of the parties hereto that, for each expelled student who is placed in the JJAEP on a discretionary expulsion, such placement will be conditioned on the student's completion of a period of expulsion, as set forth/described in the JJAEP student code of conduct, equal to the number of expulsion days ordered by the ISD. Pursuant to TEC §37.010, students must remain in the JJAEP for the full period ordered by the Juvenile Court, unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court. The "full period" shall mean the actual number of expulsion days as set forth/described in the JJAEP student code of conduct or that the student was ordered to complete by the Juvenile Court, unless the student's school district agrees to readmit the student before the actual number of expulsion days have been met as set by the expelling ISD or the Juvenile Court, as applicable.
- 2.09 In order to avoid undue disruption in the educational process of students attending the JJAEP under this MOU for a mandatory expulsion, the ISD expelling the student shall assign and order a term of expulsion that is not less than thirty (30) school days nor more than 365 days — unless the expelling ISD conducts a review of the student's placement at least every 365 days.
- 2.10 In order to avoid undue disruption in the educational process of students attending the JJAEP under this MOU for a discretionary expulsion, the ISD expelling the student shall assign and order a term of expulsion that is not less than thirty (30) school days and no more than 60 school days.
- 2.11 A term of placement, except for a term of placement based upon TEC §37.007(e), may be commuted or reduced, by agreement between the JJAEP and the ISD, if the student serving same has not violated and is in compliance with the rules and regulations of the JJAEP.
- 2.12 Notwithstanding anything set out herein, an ISD shall not be obligated or required to pay for a Juvenile Court placement when the student has not been expelled from an ISD.
- 2.13 Notwithstanding anything set out herein, under no circumstance shall an ISD be obligated or required to pay for a Juvenile Court placement or order requiring a student expelled from an ISD as a discretionary expulsion to attend the JJAEP beyond the period of expulsion, unless the affected ISD has been notified by the Juvenile Court and said ISD consents, in writing, to such placement.
- 2.14 Administrators of the ISD and the JJAEP may agree on deviations from the minimum and maximum length of stay(s) on a case-by-case basis.
- 2.15 It is the intent of the parties that there be no material interruption (i.e., more than three [3] days) in the provision of educational services to expelled students under this MOU. Therefore, the expelling ISD shall direct and order, in writing, the student and parent to appear and enroll at the JJAEP on the first business day -- per the Denton County calendar -- following the student's expulsion and electronically send a copy of this notice to the JJAEP. Any parent or guardian and student who is at the expulsion

hearing shall sign the notice before it is transmitted to the JJAEP.

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

### **III. PAYMENT**

- 3.01 **DAILY RATE** -- The daily rate of \$125.00 per student per day in attendance will be charged for each discretionary expulsion (i.e., TEC §37.007(b), (c), or (f); §37.0081; §37.309) student enrolled in the JJAEP. The JJAEP shall charge and invoice the ISDs no later than the tenth (10<sup>th</sup>) day of each and every month that the MOU is in effect. Upon the first day of the month following receipt of an invoice for educational and rehabilitative services provided to ISD students, the ISD will pay the invoiced amount to Denton County. Payments shall be delivered to the Denton County Treasurer, 1 Courthouse Drive, Suite 1400, Denton, Texas 76208.
- 3.02 Because TJJD will pay for mandatory expulsions pursuant to TEC §37.007 (a), (d), or (e) only if a full and complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense, to the extent State and Federal law allow, the expelling ISD shall use its best efforts to make, seek, or participate in the creation of a law enforcement offense report for mandatory expulsions which involve elements of a criminal offense. Notwithstanding anything set out herein, the ISDs shall not be charged, billed, or invoiced for students attending the JJAEP as a result of a mandatory expulsion if an offense report has been made by law enforcement personnel showing the elements of the mandatory offense.

### **IV. SPECIAL SERVICES**

- 4.01 The JJAEP and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP. 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 for special education services, and the JJAEP staff believe such student may be 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 and speech therapy.
- 4.02 The ISDs will invite a representative of the JJAEP to participate in any Admission, Review and Dismissal Committee meeting where expulsion will be considered.
- 4.03 The JJAEP and the ISDs shall ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address the student's needs, as determined by a language proficiency assessment committee.
- 4.04 The JJAEP and the ISDs shall ensure that a student who is eligible for services under

section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address the student's needs, as determined by a section 504 committee.

## **V. GENERAL CONDITIONS**

- 5.01 Transportation to and from the JJAEP shall be the responsibility of the students' parents/guardians/custodians, except that transportation of students whose individual education plans include transportation services shall be the responsibility of the ISDs.
- 5.02 The day-to-day operation of the JJAEP will conform to the calendar for Lewisville ISD for the fall and spring semesters. The calendar for any summer session will be set within TJJD guidelines.
- 5.03 The fact that a student has been expelled will not prevent the ISD from developing a policy allowing a student to obtain credit by examination, allowing a student to borrow educational course materials from the school, or allowing a student to arrange tutoring. Neither the ISD nor the JJAEP is under an obligation to replicate a student's pre-expulsion course of study.
- 5.04 While a student is attending the JJAEP, that student may not participate in or attend any school district extracurricular activity.
- 5.05 Parents of students attending the JJAEP will receive notice of a child's academic progress at a minimum of every 120 school days.
- 5.06 Notwithstanding TEC Chapter 26, the JJAEP may monitor student activities by technological means, including video and/or audio methods and metal detectors. The JJAEP will provide a notice and release for such monitoring to the student and the student's parents.
- 5.07 The JJAEP may accept a student from an ISD located in another county. Upon approval from the DCJB, an ISD located in another county may become a signatory to this MOU, in which case the terms of this MOU will be in effect for that ISD.
- 5.08 No later than the 30th day after the end of the school year, the DCJPD will provide a program summary to the ISDs.
- 5.09 This MOU can be modified only in writing by the DCJB and the ISDs and at such a time as the parties may deem appropriate.
- 5.10 In conformance with TEC §37.011(k)(5), the JJAEP will provide services while the student attends the JJAEP for transitioning JJAEP students back to the school district. The transition plan shall include consultation between appropriate ISD personnel and JJAEP personnel. To assist in the transition process, the JJAEP may offer in-service training to ISD staff.

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

## **VI. STUDENT CODES OF CONDUCT**

- 6.01 Each ISD shall develop a Student Code of Conduct specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.
- 6.02 The Student Code of Conduct adopted by each ISD shall identify those categories of conduct that the ISD has defined as constituting serious misbehavior for which a student may be placed in the JJAEP.
- 6.03 A student may be subject to discretionary expulsion (TEC §37.007(c)) if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior while on the program campus despite documented behavioral interventions. The ISD that expels a student from a disciplinary alternative education shall provide the JJAEP with the documentation identifying and describing the serious misbehavior that occurred at the DAEP and the attempted interventions. The JJAEP will determine whether the student's conduct constitutes serious misbehavior that warrants expulsion to the JJAEP. Provided the expelled student is a juvenile, as that term is defined in Title III of the Family Code, the JJAEP will bring the student before the Juvenile Court for review of the conduct and any necessary proceedings and/or orders.

For purposes of this subsection, "serious misbehavior" means:

- 1) deliberate violent behavior that poses a direct threat to the health or safety of others;
  - 2) extortion, meaning the gaining of money or other property by force or threat;
  - 3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
  - 4) conduct that constitutes the offense of:
    - a) public lewdness under Section 21.07, Penal Code;
    - b) indecent exposure under Section 21.08, Penal Code;
    - c) criminal mischief under Section 28.03, Penal Code;
    - d) personal hazing under Section 37.152; or
    - e) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.
- 6.04 The JJAEP shall adopt its own Student Code of Conduct in accordance with TEC 37.001.

## **VII. ATTENDANCE**

- 7.01 JJAEP shall adopt and implement a student attendance accounting system, whether manual or automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. Said system shall comply with the requirements of Chapter 42 of the TEC and 19 Texas Administrative Code Chapter 129.

JJAEP shall provide the ISDs with copies of their respective students' attendance records and reports generated by JJAEP's attendance accounting system.

- 7.02 Pursuant to §65.003 of the Family Code, the JJAEP may pursue Truant Conduct charges for those students who violate compulsory school attendance laws according to §25.085 of the Education Code.

### **VIII. LANGUAGE SERVICES AND ASSESSMENTS**

- 8.01 Each ISD shall bear the sole and exclusive responsibility for all matters related to the delivery and retrieval of statewide assessment testing materials for students from the ISD. The ISD providing the education services at the JJAEP under contract or interlocal agreement shall bear the responsibility of testing students from each ISD who are placed in the JJAEP at the time of statewide assessment testing.

### **IX. TRANSITION SERVICES**

- 9.01 JJAEP shall perform a review of each student's progress at least once during each grading period and shall establish a transition plan for the student prior to the student's return to the school setting. The JJAEP liaison shall notify the student's parent or guardian and the appropriate ISD liaison at least five (5) school days in advance of each review performed under this section and TEC §37.011(d), unless such entities mutually agree to waive, in writing, such five-day notice period.
- 9.02 On an annual basis, the JJAEP shall provide to the ISDs a summative evaluation of the performance of each ISD's students served by the JJAEP.
- 9.03 Prior to the student's completion of the expulsion period, the JJAEP shall make recommendations to the ISD concerning the transition of the student from the JJAEP to the ISD.

### **X. JJAEP FACILITIES AND STAFFING**

- 10.01 The JJAEP is provided in a facility owned by Denton County.
- 10.02 Personnel and services for the JJAEP may be provided by Denton County or an ISD. Personnel and services provided by an ISD to the JJAEP will be provided under contract or interlocal agreement with the DCJB.

### **XI. STUDENT AND JUVENILE RECORDS**

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

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

## **XII. TRANSFERS**

- 12.01 Each ISD may, subject to its own policy, permit or accept transfer students (“transferees”) attending a Juvenile Justice Alternative Education Program in another county. Such transferees shall be admitted to the JJAEP on and under the same terms and conditions set out herein to include providing the required documentation regarding the conduct that formed the basis of the expulsion to a JJAEP in another county and necessary academic records to the JJAEP.

## **XIII. MISCELLANEOUS**

- 13.01 **SEVERABILITY**. In case any one or more of the provisions, articles, and sections contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, article, and section hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 13.02 **GOVERNING LAW**. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. Unless the obligation(s) of any party shall be materially changed, the amendment, interpretation, or change in any legislation or law cited herein shall be interpreted and understood to work a novation of this MOU.
- 13.03 **TERMINOLOGY**. The captions beside the article and section numbers of this MOU are for reference only and shall not modify or affect this MOU in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.
- 13.04 **RULE OF CONSTRUCTION**. The parties acknowledge that each party and its counsel have reviewed and revised this MOU, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this MOU or any amendments or exhibits hereto.
- 13.05 **COUNTERPARTS**. This MOU may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

Approved by the Denton County Juvenile Board on the \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Kimberly McCary  
Chairman of the Denton County Juvenile Board

Approved by the \_\_\_\_\_ ISD Board of Trustees on the \_\_\_\_ day of  
\_\_\_\_\_ 2023.

\_\_\_\_\_  
Board President

**INTERLOCAL CONTRACT  
BETWEEN  
THE DEPARTMENT OF INFORMATION RESOURCES  
AND  
LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE  
AGREEMENTS**

This Interlocal Contract (“ILC” or “Contract”) is entered into by the governmental entities shown above as contracting parties (referred to individually as a “Party” and collectively as the “Parties”) pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created under the authority of and to give effect to the intent and purpose of Chapters 2054 and 2059 of the Texas Government Code.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the “Receiving Entity” or the “DIR Customer.”

This ILC authorizes DIR Customer to participate in the Department of Information Resources (“DIR” or “Performing Agency”) Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR’s Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider (“MSI SCP”) and various Service Component Providers (“SCP”). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website (“DIR Shared Services Contracts”) and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I  
CONTRACTING PARTIES**

**DIR CUSTOMER:** Lake Dallas Independent School District

**PERFORMING AGENCY:** Department of Information Resources

## **SECTION II STATEMENT OF SERVICES TO BE PERFORMED**

### **2.1 Effect of ILC and General Process**

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts. Each specific DIR Shared Services program also has program-specific terms and conditions. Upon DIR Customer's approval of such terms and conditions, the program-specific terms and conditions are incorporated automatically herein.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

### **2.2 DIR Shared Services Program Process**

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. As part of the response to a Request for Service, DIR Customer will receive a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service.

DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of this ILC and the relevant Shared Services Contract(s). The program-specific terms and all other service/solution related terms and conditions are incorporated herein automatically upon DIR Customer's approval of such terms and conditions. Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

### **2.3 Change Orders and Change Control**

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

## **SECTION III DIR CUSTOMER PARTICIPATION**

### **3.1 General Shared Services Governance**

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

### **3.2 DIR Customer and SCP Interaction and Issue Escalation**

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

### **3.3 DIR Customer Specific Laws**

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws (“DIR Customer-Specific Laws”), other than SCP Laws, that pertain to any part of DIR Customer’s business that is supported by SCPs under the DIR Shared Services Contracts, and DIR will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

### **3.4 DIR Customer responsibilities**

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer’s needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.

- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

### **3.5 DIR Customer Equipment and Facilities**

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

### **3.6 DIR Customer Contracts, Leases, and Software with Third Parties**

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties (“DIR Customer Third Party Contracts and Leases”) and DIR Customer third party software (“DIR Customer-Licensed Third Party Software”) that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

### **3.7 Security**

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer’s failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR

Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

#### **SECTION IV CONTRACT AMOUNT**

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. DIR Customer may complete this form, as may be required by DIR Customer's own processes and procedures, and submit it to DIR. This form may be revised and updated by DIR Customer at any time as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

#### **SECTION V PAYMENT FOR SERVICES**

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Certain Services may not require Customer payment and, thus, may not be invoiced. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain

documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and

associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

## **SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES**

### **6.1 Term and Termination of ILC**

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

### **6.2 Termination of Services**

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

## **SECTION VII MISCELLANEOUS PROVISIONS**

### **7.1 Public Information Act Requests**

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

## **7.2 Inventory Control**

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

## **7.3 Confidential Information**

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language

included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

#### **7.4 Notification Information**

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Mike Dabney  
Title: Director of Technology  
Address: 104 Swisher Rd. Lake Dallas, TX 75065  
Telephone: 940-497-1500  
Email: [mdabney@ldisd.net](mailto:mdabney@ldisd.net)

DIR's Primary Contact

[sharedservicescontractoffice@dir.texas.gov](mailto:sharedservicescontractoffice@dir.texas.gov)

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

#### **7.5 Binding Effect**

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

#### **7.6 Amendments**

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

#### **7.7 Conflicts between Agreements**

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

#### **7.8 Responsibilities of the Parties**

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

## **7.9 Audit Rights of the State Auditor's Office**

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

## **7.10 General Terms**

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR

Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

**Signatory Warranty**

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII  
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

**IN WITNESS WHEREOF**, the Parties have signed this ILC effective on date of last signature below.

**RECEIVING ENTITY: LAKE DALLAS INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Printed Name: Mike Dabney\_\_\_\_\_

Title: Director of Technology\_\_\_\_\_

Date: \_\_\_\_\_

**PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES**

By: \_\_\_\_\_

Printed Name:           Dale Richardson          

Title:                   Chief Operating Officer                  

Date: \_\_\_\_\_

Legal: \_\_\_\_\_

**Attachments to ILC**

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

**Attachment A**  
**Estimated Spend Form**

\*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to \_\_\_\_\_ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**  
**Additional Confidentiality Requirements**

None.

## **MANAGED SECURITY SERVICES TERMS AND CONDITIONS**

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

### **1. Conditions for Providing Security Services**

#### **1.1 Access**

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

#### **1.2 Network Control**

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

#### **1.3 Disclosure of Objectionable Material**

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

#### **1.4 No Warranties and Limitation of Liability**

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

## **1.5 Service Interruption**

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

## **1.6 Termination of Services**

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

## **2. DIR and DIR Customer Responsibilities**

### **2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:**

- a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;
- b) The artifacts data are reasonably available via interviews and documents review;
- c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;
- d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;
- e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;
- f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;
- g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);
- h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;
- i) DIR may receive final copies of reports if DIR is paying for the assessment.

## **2.2 Penetration Testing**

**2.2.1 DIR Customer agrees as follows to the extent penetration testing (“PT”) is requested or required:**

- a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
- b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
- c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

## **2.3 DIR Customer Compliance**

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.



**Joshua M. McLaughlin**  
 Managing Director  
 Phone: (214) 576-0878  
[jmclaughlin@bokf.com](mailto:jmclaughlin@bokf.com)

August 23, 2023

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

**Re: Prepayment of Existing Bonds During Fiscal Year 2023/24**

Dear Mr. Eversole:

**Introduction**

As Lake Dallas Independent School District (the “District” or “LDISD”) continues to prudently manage its financial and debt position, this letter summarizes the District’s ability to prepay \$3,460,000 of its existing bonds on August 15, 2024, including the associated savings to be realized by LDISD and its taxpayers.

**Prepayment of Bonds – A Debt Management Tool**

Like making an extra principal payment on a home mortgage, the benefits of “prepaying” bonds include eliminating the District’s future interest cost on such bonds and increasing LDISD’s future bond capacity, for no tax rate increase, commensurate with the dollar amount of bonds prepaid. Pursuant to State law, Lake Dallas ISD may annually manage its Interest & Sinking Fund (“I&S”) tax rate by utilizing current year debt service tax collections and other lawfully available funds to “prepay” existing bonds prior to maturity by either:

- Repaying such bonds on their call date (if the call date is within the current fiscal year); or
- Placing sufficient funds in an escrow account to repay such bonds on their call date (if the call date is in a subsequent fiscal year).

Based upon the assumptions listed within the adjacent table, the District may prepay approximately \$3,460,000 of its existing bonds during fiscal year 2023/24 from its proposed I&S tax rate of 50.0 cents. The prepayment of these bonds will result in a reduction of the District’s future interest cost by \$905,855.77 – A direct savings to the District and its taxpayers!

<b>Pro Forma FY 2023/24 Interest &amp; Sinking Fund Budget</b>	
Description	Assumption
Projected I&S Tax Collections at 50.0 Cents: <sup>(A)</sup>	\$ 13,876,652
Projected I&S Frozen Tax Collections: <sup>(B)</sup>	1,558,394
Additional State Aid for Homestead Exemption:	291,589
Projected Delinquent I&S Tax Collections:	119,284
Projected Penalties and Interest:	96,382
Projected Interest Earnings:	250,000
<b>Total Expenditures</b>	<b>\$ 16,192,301</b>
Scheduled Bond Payments:	\$ 13,631,794
Prepayment of Existing Series 2015 Bonds:	2,554,144
Estimated Expenses:	7,500
<b>Total Expenditures</b>	<b>\$ 16,193,438</b>
<sup>(A)</sup> Assumes a fiscal year 2023/24 Taxable Assessed Valuation (net of frozen values) of \$2,775,330,464 and a tax collection percentage of 100%.	
<sup>(B)</sup> Assumes a total frozen tax levy of \$3,919,360.85, an Interest & Sinking Fund tax rate of \$0.50, a Maintenance and Operations tax rate of \$0.7575 and a tax collection percentage of 100%.	

### Preliminary Timetable for Prepayment of Existing Bonds

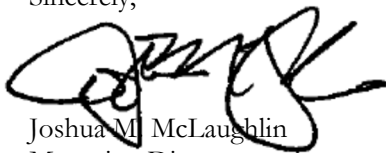
Should Lake Dallas ISD desire to move forward with a prepayment of its existing bonds, the following is a preliminary timetable for such action to occur during fiscal year 2023/24.

<b>Preliminary Timetable – Prepayment on August 15, 2024</b>	
<b>Date</b>	<b>Action Necessary</b>
August 28, 2023	Board Meeting – Discuss and consider a Defeasance Order authorizing the prepayment of \$3,460,000 of its Unlimited Tax Refunding Bonds, Series 2015 on August 15, 2024.
On or Prior to June 15, 2024	Lake Dallas ISD sends necessary documentation to The Bank of New York Mellon Trust Company, N.A., as paying agent/registrars for the Series 2015 Bonds, to complete the prepayment.
On or Prior to July 1, 2024	The Bank of New York Mellon Trust Company, N.A. delivers the required notice of prepayment to existing holders of the Series 2015 Bonds.
August 15, 2024	\$3,460,000 of LDISD's Series 2015 Bonds are officially prepaid and future interest payments are eliminated on such bonds.

### Closing

We hope this information is helpful as you continue to manage Lake Dallas ISD's financial and debt position. Should any questions arise, additional material is preferred, or we may be of any assistance, please let us know. Take care and we look forward to visiting with you soon!

Sincerely,



Joshua M. McLaughlin  
Managing Director



Alison M. Long  
Managing Director

AN ORDER providing for the redemption of certain outstanding Lake Dallas Independent School District Unlimited Tax Refunding Bonds, Series 2015; and resolving other matters incident and related to the redemption of such bonds.

WHEREAS, pursuant to an order passed and adopted by the Board of Trustees of the Lake Dallas Independent School District (the "District"), the following described bonds were duly authorized to be issued and are currently outstanding, to wit: "Lake Dallas Independent School District Unlimited Tax Refunding Bonds, Series 2015," dated February 15, 2015, being the capital appreciation bonds scheduled to mature on August 15 in each of the years 2024 through 2033 and the current interest bonds scheduled to mature on August 15 in each of the years 2033, 2035, 2040 and 2048, and aggregating in principal amount of \$16,385,558.45; and

WHEREAS, the Board of Trustees hereby finds and determines such bonds should be redeemed prior to their maturity in the manner hereinafter provided and in accordance with the requirements prescribed therefor and a notice of redemption of such bonds should be approved and authorized to be given at this time by the Board of Trustees; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE LAKE DALLAS INDEPENDENT SCHOOL DISTRICT:

SECTION 1: The outstanding capital appreciation bonds of that series designated "Lake Dallas Independent School District Unlimited Tax Refunding Bonds, Series 2015," dated February 15, 2015, scheduled to mature on August 15 in each of the years 2031 through 2033, and aggregating in principal amount of \$11,491.45, shall be redeemed and the same are hereby called for redemption on August 15, 2024, at the redemption price equal to the accreted value thereof as of the date of redemption. The Secretary of the Board of Trustees is hereby authorized and directed to file a copy of this Order, together with a suggested form of notice of redemption to be sent to bondholders, with The Bank of New York Mellon Trust Company N.A., the paying agent/registrar for such bonds, in accordance with the redemption provisions applicable to such bonds; such suggested form of notice of redemption being attached hereto as **Exhibit A** and incorporated herein by reference as a part of this Order for all purposes.

SECTION 2: The Secretary of the Board of Trustees is hereby authorized and directed to make all arrangements necessary to notify the holders of such bonds of the District's decision to redeem such bonds on the date and in the manner herein provided and in accordance with the order authorizing the issuance thereof and this Order.

SECTION 3: 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 Texas Government Code, Chapter 551, as amended.

SECTION 4: This Order shall be in force and effect from and after its passage on the date shown below.

*[The remainder of this page intentionally left blank.]*

PASSED AND ADOPTED, this August 28, 2023.

LAKE DALLAS INDEPENDENT SCHOOL  
DISTRICT

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

(District Seal)

**EXHIBIT A**

NOTICE OF REDEMPTION  
LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BONDS, SERIES 2015  
DATED FEBRUARY 15, 2015

NOTICE IS HEREBY GIVEN that the outstanding capital appreciation bonds of the above series maturing on August 15 in each of the years 2031 through 2033, and aggregating in principal amount of \$11,491.45, have been called for redemption on August 15, 2024, at the redemption price equal to the accreted value thereof as of the date of redemption, such bonds being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Redeemed</u>	<u>Principal Amount To Remain Outstanding</u>	<u>CUSIP Number</u>
2031	\$8,440.25	\$3,298.75	\$5,141.50	509552H99
2032	\$6,245.70	\$6,245.70	\$-0-	509552J22
2033	\$1,947.00	\$1,947.00	\$-0-	509552F26

A lot selection resulting in a pro rata selection among the outstanding maturities of the bonds has been made and your Bond has been selected for redemption. The above described bonds shall become due and payable on August 15, 2024, and interest thereon shall cease to accrete from and after said redemption date. Payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender of such bonds to The Bank of New York Mellon Trust Company, N.A., at its designated offices at the following addresses:

<u>Express Delivery</u>	<u>First Class/Registered/Certified</u>	<u>By Hand</u>
The Bank of New York Trust Company, N.A. Institutional Trust Services 2001 Bryan Street, 10 <sup>th</sup> Floor Dallas, Texas 75201	The Bank of New York Trust Company, N.A. Institutional Trust Services P.O. Box 2320 Dallas, Texas 75221-2320	The Bank of New York Mellon Corporate Trust Window 101 Barclay Street New York, NY 10286

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to an order by the Board of Trustees of the Lake Dallas Independent School District.

The Bank of New York Mellon Trust Company,  
N.A., Dallas, Texas, as Paying Agent/Registrar  
Address: 2001 Bryan Street, 10<sup>th</sup> Floor  
Dallas, Texas 75201

# BOND REDEMPTION



**Presenter:** Presenter - Wes Eversole

**Event:** Event - School Board Meeting

**Date:** Date - August 28, 2023

# DEBT SERVICE BUDGET

- Increased property values provide additional opportunities to retire debt
  - Increase LDISD Debt Capacity
  - Decreases Taxpayer Interest Burden
- Maintaining Current Tax Rate - \$.50 for FY 2024
- Redemption of \$3.46M of existing debt
- Save future interest costs of \$906K.
- These savings will add to the pre-payment or refinancing of debt realizing almost \$32 million in interest savings since 2012





*Any Questions?*

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
COMBINED BUDGET SUMMARY  
2023-24 School Year**

<b>Estimated Revenue Sources</b>	<b>General Fund</b>	<b>Food Service</b>	<b>Debt Service</b>	<b>Compensatory Education</b>
Local and Intermediate Revenues	\$24,312,747	\$724,247	\$15,900,712	
State Program Revenues	16,149,965	36,000	291,589	
Federal Program Revenues	974,318	1,258,243	-	
<b>Total Budgeted Revenue Sources</b>	<b>41,437,030</b>	<b>2,018,490</b>	<b>16,192,301</b>	
<b>Total Expenditures</b>				
Instruction	23,661,150	-	-	1,179,987
Instruction Resources & Media Services	635,360	-	-	-
Curriculum/Instructional Staff Dvlpmnt.	872,295	-	-	12,789
Instructional Leadership	873,189	-	-	112,226
School Leadership	2,232,169	-	-	73,396
Guidance and Counseling Services	1,475,868	-	-	-
Social Work Services	13,990	-	-	-
Health Services	364,647	-	-	-
Student Transportation	1,613,502	-	-	-
Food Services	-	2,013,158	-	-
Co-Curricular Extracurricular Activities	1,232,350	-	-	-
General Administration	1,535,500	-	-	-
Plant Maintenance & Operations	5,011,404	-	-	-
Security & Monitoring Services	600,136	-	-	-
Data Processing Services	1,241,509	-	-	-
Debt Services	-	-	16,193,438	-
Facilities Acquisition and Construction	14,000	-	-	-
Payments to Fiscal Agents	8,500	-	-	-
Other Intergovernmental Charges	262,815	-	-	-
<b>Total Appropriated Expenditures</b>	<b>\$41,648,384</b>	<b>\$2,013,158</b>	<b>\$16,193,438</b>	<b>\$1,378,398</b>
<b>Budgeted Increase (Decrease)</b>	<b>(\$211,354)</b>	<b>\$5,332</b>	<b>(\$1,137)</b>	<b>N/A</b>

## ORDINANCE SETTING TAX RATE

August 28, 2023

On this date, we, the Board of Trustees of the Lake Dallas Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2023 at a total tax rate of \$1.2575, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.7575 for the purpose of maintenance and operations, and

\$0.5000 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

**THE PROPERTY TAX RATE WILL BE INCREASED BY THE ADOPTION OF A TAX RATE OF 1.2575, WHICH IS EFFECTIVELY A 6.17 PERCENT INCREASE IN THE TAX RATE**

Adopted this 28th day of August 2023 by the Lake Dallas Independent School District Board of Trustees.

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President's signature

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Secretary's signature

# 2023-2024 TAX RATE ADOPTION



**Presenter:** Presenter - Wes Eversole

**Event:** Event - School Board Meeting

**Date:** Date - August 28, 2023

# TAX RATE COMPARISON

	Adopted 2022-23	Proposed 2023-24	Increase (Decrease)	% Increase (Decrease)
Maintenance and Operations (M&O)	\$0.9429	\$0.7575	(\$0.1854)	-19.7%
Debt Service (I&S)	<u>\$0.5000</u>	<u>\$0.5000</u>	<u>\$0.0000</u>	0.0%
Increase (Decrease)	\$1.4429	\$1.2575	(\$0.1854)	-12.8%



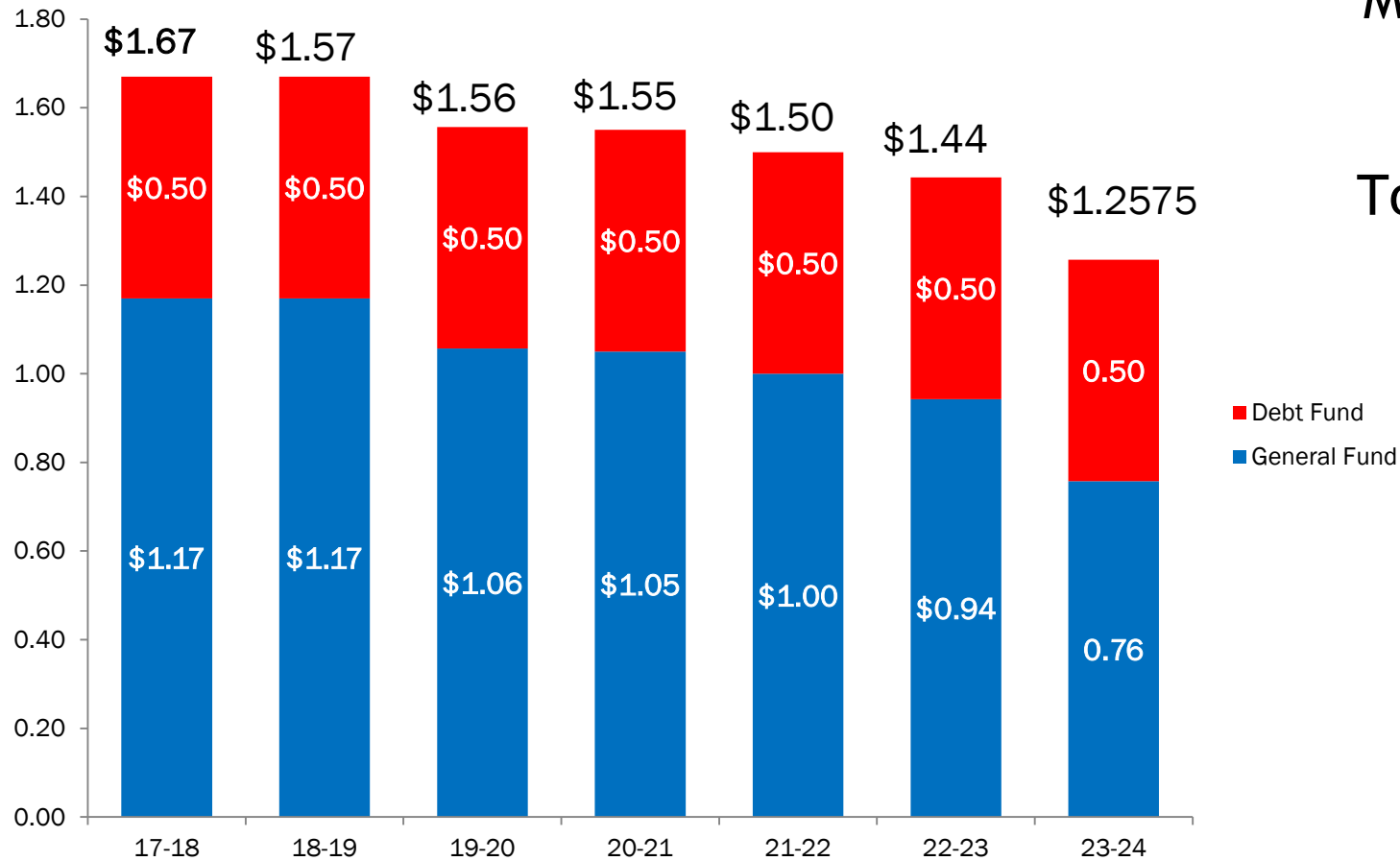
# TAX RATE

## Proposed Tax Rate

M&O Tax Rate \$0.7575

I&S Tax Rate \$0.50

Total Tax Rate \$1.2575



■ Debt Fund  
■ General Fund



# REQUIRED ORDINANCE LANGUAGE:

*“the property tax rate be increased by the adoption of a tax rate of 1.2575, which is effectively a 6.17 percent increase in the tax rate”*

Does not mean the overall tax rate will increase

- Tax Rate Decrease - 18.54 cents
- Property Value Increase
- New Construction



# PROPOSED TAX RATE 2023-24 SCHOOL YEAR

Maintenance and Operations	\$0.7575
Debt Service Tax Rate	<u>\$0.5000</u>
Total Tax Rate	\$1.2575





*Any Questions?*

**FIRST AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN  
LAKE DALLAS ISD AND THE CITY OF CORINTH: POLICE/SCHOOL  
LIAISON**

This Agreement is entered into this date, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Lake Dallas Independent School District, an independent school district of Denton County, Texas (hereinafter called "LDISD"). Together, the CITY and LDISD shall be referred to as the "parties."

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

**WHEREAS**, LDISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

**WHEREAS**, Tex. Educ. Code § 37.0814. requires each school board to determine the appropriate number of armed security officers for each district campus and ensure at least one armed security officer—specifically, a commissioned peace officer—is present during regular school hours at each campus.

**WHEREAS**, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the City, and LDISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

**I. SCOPE OF AGREEMENT**

A. CITY shall provide certified police officers employed full-time by CITY and licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2023-2024 fiscal year, to serve as school resource officers (SROs) in and on the grounds of the Lake Dallas High School, Corinth Elementary and Shady Shores Elementary. The officers shall be assigned during normal teacher workdays in the active school year, which generally includes 187 days during each calendar year, and shall also include the period of summer school for each year this agreement is in place. The duties include the following:

1. Education of teachers and students regarding the law, investigation of

criminal activity on school grounds, drug prevention, and crisis intervention.

2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
  3. Assist in security efforts at the designated school.
- B. LDISD shall furnish a suitable office space and telephones for the use by the School Resource Officers, (SROs), but all other operational expenses shall be paid by the CITY. The City of Corinth Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. The SROs assigned to LDISD shall be subject to the approval of the LDISD Superintendent or his designee. LDISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that LDISD may refuse any particular officer assigned as SRO and request assignment of a different officer.
- C. In accordance with the requirements of Tex. Educ. Code 37.0814, the parties mutually agree to ensure continuous police presence on the campus of Corinth Elementary, Shady Shores Elementary and Lake Dallas High School during each day teachers are in attendance. The SROs are contracted to work an 8 hour shift that coincides with the school schedule. Each SRO assigned to a campus shall coordinate their arrival and departure time with the campus principal. Each SRO shall report to the campus in a marked police vehicle each day they are on duty. Each Officer shall promptly notify the principal and the Chief should they be required to leave early, unless emergent circumstances requiring an immediate response prevent such notification. The Chief shall assign an alternate officer on days when the assigned officer may be away from a campus for court, training, administrative duties, arrest processing or other official duties. This agreement is intended to cover the statutory requirement to have an armed officer at each campus during instructional days, which includes the period of summer school, but is not intended to cover after-school or off-site activities and nothing in this Agreement shall obligate City to provide an SRO or other police presence at any school activities or events outside of regular school hours.
- D. Nothing in this Agreement prevents LDISD from hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern off-duty peace officers hired for these purposes.

#### E. Information Sharing:

1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that LDISD is responsible for, and all information pertinent to investigation.
2. LDISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act [FERPA]), is provided to the SRO, the SRO and the Corinth Police Department agrees not to disclose such information to any other party, without prior consent of the parent, or as required or allowed by law. If a student is involved in illegal activity regardless of whether school is in session, the LDISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.
3. In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.&1232g, Lake Dallas ISD designates the SROs assigned to Lake Dallas ISD pursuant to this agreement as a Law Enforcement Unit, as defined in 34 C.F.R. §99.8(a). Records of the Law Enforcement Unit include records, files, documents, and other materials that are: (i) Created by the law enforcement unit; (ii) Created for a law enforcement purpose; and (iii) Maintained by the law enforcement unit. Records of the Law Enforcement Unit do not include records created by the Law Enforcement Unit that are: (i) maintained by Lake Dallas ISD; or (ii) exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the educational agency or institution.
4. Lake Dallas ISD has determined that school safety and the physical security of members of the Lake Dallas ISD school community constitutes a legitimate educational interest and that the SROs are designated as "school officials" under Lake Dallas ISD Policy FL (local) and 34 CFR § 99.31(a)(1)(i)(B) for purposes of accessing student records. As required, Lake Dallas ISD agrees to provide the SRO with(a) access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident -based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lake Dallas ISD, including surveillance cameras, to provide for safety and security. Any personally identifiable student information disclosed pursuant to this agreement will remain under the control of Lake Dallas ISD and may only be further disclosed in accordance with 34 CFR 99.31 and 99.33 and 99.36.

- F. The SRO shall report to the Chief of Police or his designee. While on campus, the SRO will report directly to the principal or designee regarding the daily routine and communication issues on campus and then report to the LDISD superintendent.
- G. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code. The SRO shall follow the policies and procedures of LDISD to the extent those policies do not conflict with the policies and procedures of the CITY or Chief of Police. The SRO's main purpose while at Lake Dallas High School is to provide the services described in this Agreement, not the enforcement of school rules.
- H. During teacher work days, when students are not present and professional development is occurring, it is expected that the SROs will occasionally participate in LDISD professional development determined to be relevant to their duties as SROs in LDISD.

## **II. TERM OF THE AGREEMENT**

This agreement is intended to cover an initial one month period, followed by 5 annual renewals, which coincide with and follow the CITY's annual fiscal year, unless earlier terminated as provided herein. The initial term of this Agreement shall commence on the 1st day of September 2023 and end at midnight, September 30, 2023. The first automatic renewal period shall begin October 1, 2023 and shall end at midnight of September 30, 2024, after which it shall automatically renew for an additional 4 annual terms, ending on September 30, 2028.

## **III. PAYMENT FOR SERVICES**

- A. LDISD shall pay CITY the sum of \$ [REDACTED] for services rendered for 2023-2024 (the Annual Payment) no later than October 15, 2023. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon the cost of the salary and benefits of a full-time officer at the 9<sup>th</sup> pay step level of a police officer, current as of the date this agreement is signed by both parties and, for each following year the salary and benefits of a full-time officer at the 9<sup>th</sup> pay step level of a police officer as of May 31 for that year. Lake Dallas ISD agrees to pay 100% of the cost of the officer for 3 years in order for the city to recoup the cost of recruitment, outfitting and training of the officer, after which period Lake Dallas ISD shall be responsible for 75% of the cost of the officer.
- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide LDISD an invoice of the costs to be paid for funding the SRO for the

following fiscal year. LDISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.

- C. LDISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, training, subpoena or court appearance, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave and the CITY shall assure continuous coverage of the schools in accordance with LDISD's statutory obligation to have an armed officer on each campus during instructional days. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

#### **IV. INDEPENDENT CONTRACTOR**

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between LDISD and CITY or any of CITY's agents or employees, or between LDISD and the SRO. CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of the SRO's employment. CITY, its agents and employees, including the SRO, shall not be entitled to any rights or privileges of LDISD employees and shall not be considered in any manner to be an LDISD employee.

#### **V. INSURANCE**

CITY is self-insured, and shall provide LDISD documentation of its coverages, said coverages to meet the approval of LDISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide LDISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

## **VI. AVAILABILITY OF FUNDS**

All expenditures made by CITY and LDISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available to each party.

## **VII. TERMINATION**

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. No termination will relieve the obligation of LDISD to pay CITY of any amounts due and payable for services performed hereunder prior to termination. CITY shall refund to LDISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

## **VIII. ASSIGNMENT OF AGREEMENT**

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

## **IX. CRIMINAL HISTORY BACKGROUND CHECK**

Pursuant to Sections 22.0834 and 22.085 of the Texas Education Code the CITY must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the CITY has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

## **X. GENERAL PROVISIONS**

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings

involving this Agreement shall be Denton County, Texas.

- C. Notices to LDISD shall be deemed given when delivered in person to the Superintendent of Schools of LDISD or on the next business day after the mailing of said notice addressed to said LDISD by United States mail, certified or registered mail, return receipt requested, to 104 Swisher Rd./ P.O. Box 548, Lake Dallas, Texas 75065.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, to 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws,(1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement is the entire agreement between LDISD and CITY as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.
- G. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

## **XI. MUTUAL HOLD HARMLESS**

- A. To the extent allowed by law, LDISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of

any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless LDISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

## **XII. DISPUTE RESOLUTION**

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and LDISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies, or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

**THE CITY OF CORINTH, CITY**

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Scott Campbell, City Manager

ATTEST:

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Lana Wylie, City Secretary of Corinth

**LAKE DALLAS INDEPENDENT  
SCHOOL DISTRICT, LDISD**

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Dr. Kristin N. Brown, Superintendent

ATTEST:

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Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"Attachment A"**

***School Resource Officer Rates for FY 2023-24***

<i>BaseSalary</i>	<i>\$73,486.00</i>
<i>Overtime Pay</i>	<i>\$4,020.00</i>
<i>Certification Pay</i>	<i>\$1,080.00</i>
<i>Longevity</i>	<i>\$792.00</i>
<i>Health Insurance</i>	<i>\$26,228.00</i>
<i>Dental Insurance</i>	<i>\$1,029.00</i>
<i>Life &amp; Disability</i>	<i>\$213.00</i>
<i>JPS Fees</i>	<i>\$197.00</i>
<i>PHS Fees</i>	<i>\$108.00</i>
<i>TMRS</i>	<i>\$13,404.00</i>
<i>EAP Fees</i>	<i>\$92.00</i>
<i>Cobra Fees</i>	<i>\$48.00</i>
<i>Workers Comp</i>	<i>\$2,269.00</i>
<i>Medicare</i>	<i>\$1,158.00</i>
<i>TEC</i>	<i>\$180.00</i>
<b><i>Total Wages &amp; Benefits:</i></b>	<b><i>\$124,304.00</i></b>

**FIRST AMENDED INTERLOCAL COOPERATION  
AGREEMENT BETWEEN LAKE DALLAS ISD AND  
THE CITY OF LAKE DALLAS: POLICE/SCHOOL  
LIAISON PROGRAM**

This **Interlocal Cooperation Agreement** (“**Agreement**”) is entered as of the Effective Date by and between the **City of Lake Dallas**, (hereinafter called "**City**"), a Texas home rule municipality and the **Lake Dallas Independent School District** (hereinafter called "**LDISD**"), an independent school district organized pursuant to Chapter 11, Texas Education Code. City and LDISD are collectively referred to herein as the "Parties" and separately as “Party.”

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions to contract with each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

**WHEREAS**, LDISD and City are each a local government with the authority to enter into this Agreement pursuant to the Act; and

**WHEREAS**, it is mutually beneficial for the Parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Liaison Officer, City, and LDISD.

**WHEREAS**, Tex. Educ. Code § 37.0814. requires each school board to determine the appropriate number of armed security officers for each district campus and ensure at least one armed security officer—specifically, a commissioned peace officer—is present during regular school hours at each campus.

**NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the Parties agree as follows:

**I    SCOPE OF AGREEMENT**

- A. City shall provide certified police officers employed full-time by City licensed by the Texas Commission on Law Enforcement (“**TCOLE**”) for the School Liaison Program for each of City's fiscal years during the term on this Agreement, to serve as a school resource officers (“**SROs**”) in and on the grounds of Lake Dallas Middle School and Lake Dallas Elementary (“**the Schools**”) during normal teacher workdays in the active school year, which generally includes 187 days during each calendar year and also includes the period of summer school for each year this agreement is in place. The duties include the following:

1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
  2. Interaction with the student body, faculty, and visitors by providing the following:
    - (a) education in crime prevention;
    - (b) student awareness of drugs and crimes, and
    - (c) an enhanced communication between the police and the student body.
  3. Assist in security efforts at the School.
- B. LDISD shall furnish a suitable office space and telephones for the use by the SROs, but all other operational expenses shall be paid by City. City's Chief of Police ("Chief") shall meet and confer with the campus principals from time to time to establish mutually agreeable operational policies for the SRO.
- C. The SROs assigned to the Schools shall be subject to the approval of the LDISD Superintendent. LDISD understands and agrees that the Chief may rotate or change any officer assigned to serve as SRO at the School; provided, however, the LDISD Superintendent may reasonably refuse to accept assignment of an officer as SRO and request assignment of a different officer. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO.
- D. In accordance with the requirements of Tex. Educ. Code 37.0814, the parties mutually agree to ensure continuous police presence on the campus of Lake Dallas Middle School and Lake Dallas Elementary during each day teachers are in attendance. The SROs are contracted to work an 8 hour shift that coincides with the school schedule. Each SRO assigned to a campus shall coordinate their arrival and departure time with the campus principal. Each SRO shall report to the campus in a marked police vehicle each day they are on duty. Each Officer shall promptly notify the principal and the Chief should they be required to leave early, unless emergent circumstances requiring an immediate response prevent such notification. The Chief shall assign an alternate officer on days when the assigned officer may be away from a campus for court, training, administrative duties, arrest processing or other official duties. This agreement is intended to cover the statutory requirement to have an armed officer at each campus during instructional days, which includes the period of summer school, but is not intended to and does not cover after-school or off-site activities and nothing in this Agreement shall obligate City to provide an SRO or other police presence at any school activities or events outside of regular school hours.
- E. Nothing in this Agreement (1) prohibits LDISD from hiring off-duty police officers to provide security at sporting events or other special events or (2) requires City to authorize City police officers to be engaged by LDISD for events if doing so would violate any City policy, including City's Police Department policies and standing orders. This Agreement shall not govern off-duty peace officers hired for these purposes.

F. Information Sharing:

1. City's Police Department will share with LDISD all information to the extent permitted by law related to any party for whose safety City's Police Department knows LDISD is responsible, and all information pertinent to investigation; provided, however, City's Police Department shall not be required to share information which, in the sole judgment and discretion of the Chief, may impede an on-going investigation, the apprehension of suspects, or the ability to obtain an indictment or conviction of a suspect or defendant, or which, if shared, would itself result in endangering person or property. Any information shared by City's Police Department with LDISD shall be treated as confidential and, except for release to other necessary law enforcement entities, released to third parties only when required by law (including, but not limited to, pursuant to requests made pursuant to the Texas Public Information Act) or when authorized in writing by the Chief.
2. LDISD will share all information to the extent permitted by law that is needed to assist City's Police Department in furthering an investigation of suspected or known criminal activity. If educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act [FERPA] 20 USC 1232g, et. seq.), is provided to the SRO, the SRO and City's Police Department shall not disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required or authorized by law. If a student is involved in illegal activity regardless of whether school is in session, LDISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.
3. In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.&1232g, Lake Dallas ISD designates the SROs assigned to Lake Dallas ISD pursuant to this agreement as a Law Enforcement Unit, as defined in 34 C.F.R. §99.8(a). Records of the Law Enforcement Unit include records, files, documents, and other materials that are: (i) Created by the law enforcement unit; (ii) Created for a law enforcement purpose; and (iii) Maintained by the law enforcement unit. Records of the Law Enforcement Unit do not include records created by the Law Enforcement Unit that are: (i) maintained by Lake Dallas ISD; or (ii) exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the educational agency or institution.
4. Lake Dallas ISD has determined that school safety and the physical security of members of the Lake Dallas ISD school community constitutes a legitimate educational interest and that the SROs are designated as "school officials" under Lake Dallas ISD Policy FL (local) and 34 CFR § 99.31(a)(1)(i)(B) for purposes of accessing student records. As required, Lake Dallas ISD agrees to provide the SRO with(a) access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident -based data, or to

ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lake Dallas ISD, including surveillance cameras, to provide for safety and security. Any personally identifiable student information disclosed pursuant to this agreement will remain under the control of Lake Dallas ISD and may only be further disclosed in accordance with 34 CFR 99.31 and 99.33 and 99.36.

- G. The SRO shall report to the Chief of Police or his designee. While on campus, the SRO will report directly to the principal or designee regarding the daily routine and communication issues on campus and then report to the LDISD superintendent.
- H. Each SRO shall act as any other City paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.
- I. During teacher work days, when students are not present and professional development is occurring, it is expected that the SROs will occasionally participate in some LDISD professional development determined to be relevant to their duties as SROs in LDISD.

## **II. TERM OF THE AGREEMENT**

This agreement is intended to cover an initial one month period, followed by 5 annual renewals, which coincide with and follow the CITY's annual fiscal year, unless earlier terminated as provided herein. The initial term of this Agreement shall commence on the 1st day of September 2023 and end at midnight, September 30, 2023. The first automatic renewal period shall begin October 1, 2023 and shall end at midnight of September 30, 2024, after which it shall automatically renew for an additional 4 annual terms, ending on September 30, 2028.

## **III. PAYMENT FOR SERVICES**

- A. Each Fiscal Year during the term of this Agreement, LDISD shall pay City the amount identified as "LDISD Share" set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Annual Payment"). The Annual Payment formula and calculation for this payment is set forth in Exhibit A and is based upon 75% of the cost of salary and benefits of a full-time City police officer at the mid-career pay level of a police officer as of the Effective Date. The City reserves the right to review and/or adjust Exhibit A on an annual basis to ensure costs are being correctly capture.

B. LDISD shall make payment on an annual basis to City no later than the following dates:

<b>Fiscal Year</b>	<b>Due Date</b>
FY 2023-2024	October 15, 2023
FY 2024-2025	October 15, 2024
FY 2025-2026	October 15, 2025
FY 2026-2027	October 15, 2026
FY 2027-2028	October 15, 2027

LDISD shall notify City in writing, as provided in Section IX, not later than July 15 of each year of this Agreement of its election to terminate this Agreement at the end of the current Fiscal Year. Unless LDISD sends notice to City on or before July 15 of the then current Fiscal Year that it intends to terminate the Agreement as of the end of the then current Fiscal Year, LDISD shall make the Annual Payment for the next Fiscal Year on or before the due date for the next Fiscal Year as set forth in Section III.B.

- C. LDISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, training, subpoena or court appearance, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave and the CITY shall assure continuous coverage of the schools in accordance with LDISD's statutory obligation to have an armed officer on each campus during instructional days. The Parties agree that every effort should be made to schedule and/or designate the SRO's vacation days and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.
- D. If City exercises its right to reassign the SRO for a period of time when, in the sole judgment of City, the SRO's services are required in response to a citywide or major emergency, and (i) such reassignment is for more than five (5) consecutive school days and (ii) City does not assign another officer to serve as the SRO during such period, payment for services shall be reduced on a prorated basis.
- E. For purposes of this Agreement, "Fiscal Year" means City's fiscal year consisting of each period beginning on October 1 and ending on the immediately following September 30 that occurs during the term of this Agreement.

#### **IV. INDEPENDENT CONTRACTOR**

City is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way City performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between LDISD and City or any of City's agents or employees, including, but limited to, between LDISD and the SRO. City assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of the SRO's employment. City, its agents and

employees (inclusive of the SRO), shall not be entitled to any rights or privileges of LDISD employees and shall not be considered in any manner to be a LDISD employee.

## **V. INSURANCE**

City is a member of an intergovernmental risk pool for purposes of covering insured losses and shall provide LDISD documentation of its coverages, said coverages to meet the approval of LDISD. City shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, City shall provide LDISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

## **VI. AVAILABILITY OF FUNDS.**

All expenditures made by City and LDISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

## **VII. TERMINATION**

- A. In addition to termination as provided in Section III.B., above, this Agreement may be terminated by either Party at any time, at its sole option, with or without cause, and without prejudice by giving written notice of termination not later than ninety (90) days prior to the date of termination subject to the following:
1. If LDISD terminates this Agreement pursuant to this Section VII.A., LDISD shall not be entitled to a refund of any portion of the Annual Payment for the then current Fiscal Year;
  2. If City terminates this Agreement pursuant to this Section VII.A., City shall refund to LDISD on a pro rata basis the unearned portion of the Annual Payment for the then current Fiscal Year from the date of termination to the last date of said Fiscal Year; and
  3. If either Party terminates this Agreement pursuant to this Section VII.A. by providing written notice of termination after July 15<sup>th</sup> of the then current Fiscal Year (but prior to payment of the Annual Fee for the next Fiscal Year) and the resulting date of termination falls into the next Fiscal Year, LDISD shall pay to City the prorated amount for the period this Agreement remains in effect for the next Fiscal Year unless the non-terminating Party waives in writing the 90 day notice requirement, in which case this Agreement shall terminate at the end of the then current Fiscal Year.
- B. A Party (the "Terminating Party") may terminate this Agreement by providing written notice to the other Party (the "Defaulting Party") if the Terminating Party has previously provided written notice to the Defaulting Party (the "Default Notice") describing in detail

provisions of this Agreement in which the Defaulting Party has materially failed to comply or perform and such non-compliance or non-performance has not been cured on or before the 30th day after the Terminating Party has delivered the Default Notice to the Defaulting Party. If this Agreement is terminated pursuant to this Section VII.B.:

1. Section VII.A.1 shall apply if City is the Terminating Party; and
2. Section VII.A.2 shall apply if LDISD is the Terminating Party.

### **VIII. ASSIGNMENT OF AGREEMENT**

Neither Party shall assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other Party.

### **IX. CRIMINAL HISTORY BACKGROUND CHECK**

Pursuant to Sections 22.0834 and 22.085 of the Texas Education Code, the CITY must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the CITY has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

### **X. GENERAL PROVISIONS**

- A. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each Party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.
- C. Notices to LDISD shall be deemed given when delivered in person to the Superintendent of Schools of LDISD or on the next business day after the mailing of said notice addressed to said LDISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 104 Swisher Rd. / P.O. Box 548, Lake Dallas, Texas 75065.

- D. Notices to City shall be deemed given when delivered in person to the City Manager of City or on the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 212 Main St., Lake Dallas, Texas 75065.
- E. The place for mailing notices for a Party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying Party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement
- G. This Agreement is the entire agreement between the Parties as to the subject matter hereof, and is the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof.
- H. This Agreement may be amended only by written instrument duly approved and signed by both Parties.
- I. This Agreement inures to the benefit of and obligates only the Parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

## **XL. MUTUAL HOLD HARMLESS**

- A. To the extent allowed by law, LDISD does hereby agree to waive all claims against, release, and hold harmless City and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless LDISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- C. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean each Party shall be responsible for the actions of each Party's own employees, officials, officers, and agents. The Parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

## **XII. DISPUTE RESOLUTION**

Should a dispute arise between the Parties regarding this Agreement or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties agree they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the Parties equally. The purpose of this section is to reasonably ensure that City and LDISD in good faith utilize mediation before pursuing litigation. The Parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

## **XIII. EFFECTIVE DATE**

This Agreement shall be effective on the date when signed by the authorized representatives of all Parties.

(signatures on following page)

SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF LAKE DALLAS**

By: \_\_\_\_\_  
Kandace Lesley, City Manager

ATTEST:

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**LAKE DALLAS INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Kristin N. Brown,  
Superintendent

ATTEST:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment A**

**School Resource Officer Rates for FY 2022-23**

Base Salary	\$67,283.00
Overtime Pay	\$1,848.00
Longevity Pay	\$540.00
Certification Pay	\$300.00
TMRS	\$10,349.00
Medicare	\$1001.00
Workers Comp.	\$3,062.00
TEC	\$162.00
Health Insurance	\$12,183.00
Teledoc	\$114.00
Dental Insurance	\$351.00
Life & AD&D	\$135.00
EAP	\$58.00
Short Term Disability	\$154.00
Long Term Disability	\$219.00

**Total Wages & Benefits      \$97,959.00**

**Year 1 - Contributions from Both Parties**

Lake Dallas ISD (75% of total wages and benefits)	\$73,469.00
City of Lake Dallas (25% of total wages and benefits)	\$24,490.00
<b>Total Wages and Benefits</b>	<b>\$97,959.00</b>

**Year 2 - Contributions from Both Parties**

Lake Dallas ISD (75% of total wages and benefits)	\$75,674.00
City of Lake Dallas (25% of total wages and benefits)	\$25,224.00
<b>Total Wages and Benefits</b>	<b>\$100,898.00</b>

**Year 3 - Contributions from Both Parties**

Lake Dallas ISD (75% of total wages and benefits)	\$77,943.00
City of Lake Dallas (25% of total wages and benefits)	\$25,982.00
<b>Total Wages and Benefits</b>	<b>\$103,925.00</b>

**Year 4 - Contributions from Both Parties**

Lake Dallas ISD (75% of total wages and benefits)	\$80,282.00
City of Lake Dallas (25% of total wages and benefits)	\$26,761.00
<b>Total Wages and Benefits</b>	<b>\$107,043.00</b>

**Year 5 - Contributions from Both Parties**

Lake Dallas ISD (75% of total wages and benefits)	\$82,691.00
City of Lake Dallas (25% of total wages and benefits)	\$27,563.00
<b>Total Wages and Benefits</b>	<b>\$110,254.00</b>

Aug. 28 - Sept. 18, 2023



# UPCOMING EVENTS

*Lake Dallas Independent School District*

EVENT	DATE	TIME	LOCATION
<b>Aug.</b>			
LDISD Board of Trustees Special Meeting	28	5:30 PM	LDISD Central Services
<b>Sept.</b>			
Varsity Cross Country Meet	1	9:00 AM	Liberty Christian
Varsity Volleyball vs. Pantego Christian	1	6:30 PM	LDHS New Gym
Varsity Volleyball vs. Argyle (First District Game)	8	5:30 PM	LDHS New Gym
Varsity Football vs. Princeton (First Responders Night/First Home Game)	8	7:00 PM	Falcon Stadium
Homecoming Parade & Community Pep Rally	11	5:15 PM	Main Street/City Park
Middle School Spirit Parade	12	9:30 AM	LDMS
Varsity Volleyball vs. Denton Ryan	12	6:30 PM	LDHS New Gym
Elementary Spirit Parades	14	9:30 AM	CE, LDE, SSE
LDE PTA Donuts w/ Dudes	14-15	7:15 AM	LDE Cafeteria
High School Pep Rally	15	9:25 AM	LDHS
Homecoming Coronation Ceremony	15	6:30 PM	Falcon Stadium
Varsity Football Game vs. Grand Prairie (Homecoming)	15	7:00 PM	Falcon Stadium
LDISD September Board of Trustees Meeting	18	5:30 PM	LDISD Central Services