

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT
Board of Trustees



Regular Meeting

Monday, February 14, 2022 5:30 PM

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

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

Agenda

1. Call to Order, Roll Call, and Establishment of Quorum
2. 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 (TCG 551.071)
- B. Discussing or deliberating purchase, exchange, lease or value of real property (TCG 551.072)
- C. Discussing or deliberating negotiated contract for prospective gift or donation to the school district (TCG 551.073)
- D. Discussing or deliberating appointment, employment, evaluation, reassignments, duties, discipline, or dismissal of a public officer (TCG 551.074)
- E. Discussing or deliberating the deployment, or specific occasions for implementation of security personnel or devices; or a security audit (TCG 551.076)
- F. Discussing or deliberating discipline of a public school child or employee complaint against another employee (TCG 551.082)
- G. Discussing or deliberating a public school child which reveals personally identifiable information (TCG 551.0821)

- H. Investigation; exclusion of witness from a hearing during examination of another witness (TCG 551.084)
- I. Discussing economic development negotiations or offer of financial or other incentive to business prospects (TCG 551.086)
- 3. Reconvene to Open Session, Moment of Silence and Pledges of Allegiance
- 4. Student Report/Recognitions
 - 4.A. Student Recognitions - All State Band
 - 4.B. Student Report - Shady Shores Elementary Leadership Clubs
- 5. 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.

- 6. Trustee Reports
- 7. Superintendent Report
- 8. Public Hearing: Texas Academic Performance Report (TAPR)
- 9. 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.

- 9.A. Consideration/Approval of the Minutes of the January 10, 2022
REGULAR Board of Trustees Meeting
- 9.B. Consideration/Approval of Monthly Financial Statements
- 9.C. Consideration/Approval of Budget Amendment #1
- 9.D. Consideration/Approval of New Hire Personnel
- 9.E. Consideration/Approval of Administrative Contracts for 2022-2023
- 9.F. Consideration/Approval of a Fire Lane and Mutual Access Easement between
Corinth First Baptist Church and the Lake Dallas Independent School District
- 9.G. Consideration/Approval of Order of Election to the Lake Dallas ISD
Board of Trustees, Places 3, 4 and 7
- 9.H. Consideration/Approval of a joint election agreement for election services
between Lake Dallas ISD and Denton County
- 9.I. Consideration/Approval of a new interlocal agreement between the District and
the Region 10 Education Service Center Child Nutrition Multi Region
Purchasing Cooperative Program
- 9.J. Consideration/Approval of Frontline Special Ed Software
- 9.K. Consideration/Approval of LDHS Dyslexia Course
- 10. ACTION ITEMS
 - 10.A. Consideration/Approval of Inclement Weather Resolution for Employee
Pay

11. FUTURE ITEMS

11.A. Student Health Advisory Council (SHAC) Annual Appointments

12. INFORMATION ITEMS

12.A. Special Education Program Evaluation

12.B. Positive Behavioral Interventions and Supports (PBIS) Information Report

12.C. Construction Report

12.D. Upcoming Events

13. Executive Session (if needed)

14. Adjournment



LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

Small School Atmosphere, Big School Opportunities

Student Recognition



Presenter: Denise Kennedy, Director of Bands

Event: February Board Meeting

Date: February 14, 2022

Junwhi Goo

Texas All-State Musician





LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

Small School Atmosphere, Big School Opportunities



LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

Small School Atmosphere, Big School Opportunities

SSE Leadership Clubs Student Report



Presenter: Jennifer Bryant, SSE Principal

Event: February Board Meeting

Date: February 14, 2022

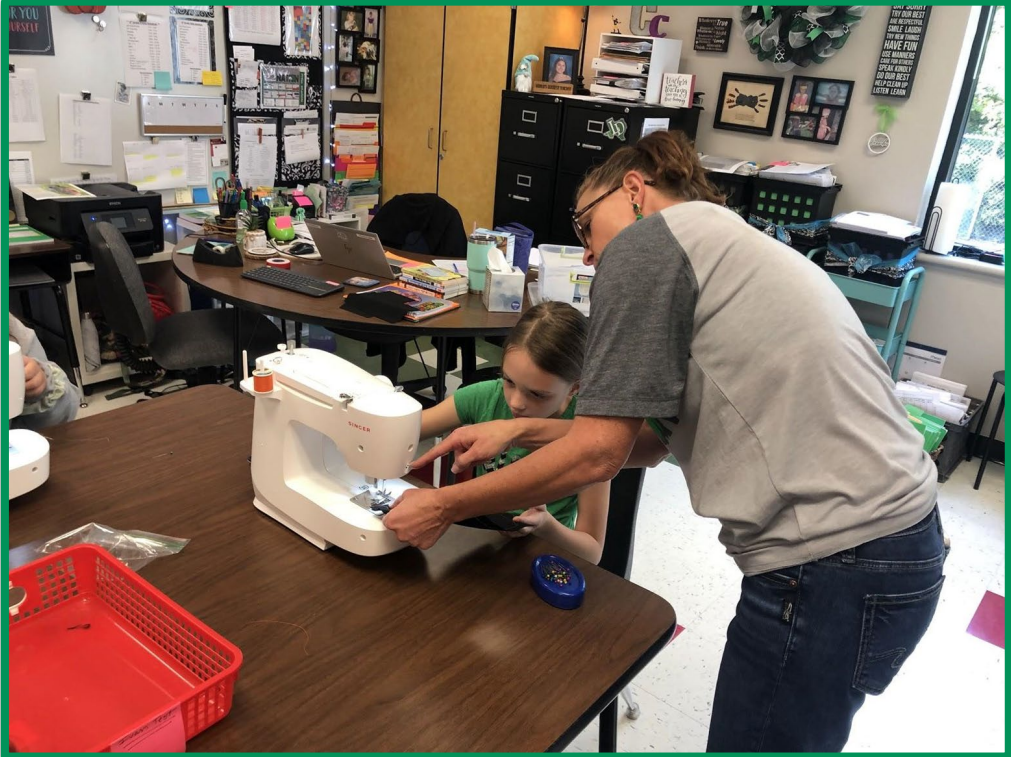
SSE Leadership Clubs

There are choices for kindergarten, 1st and 2nd grade, and 3rd through 5th grade



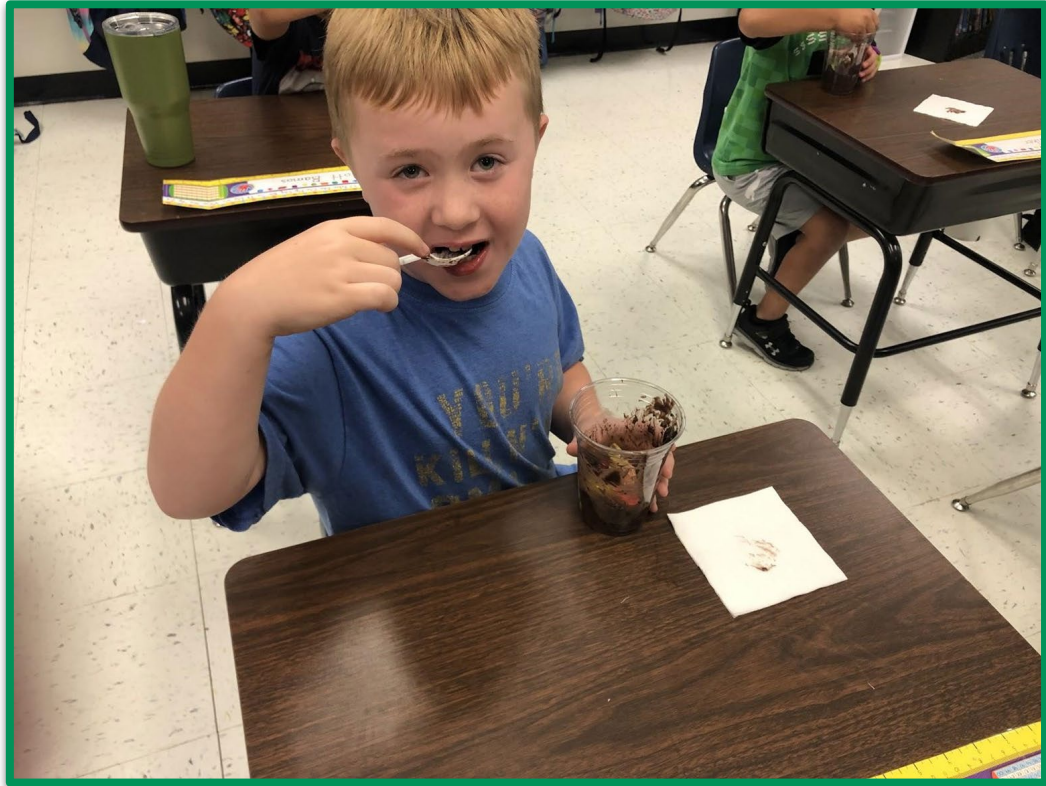
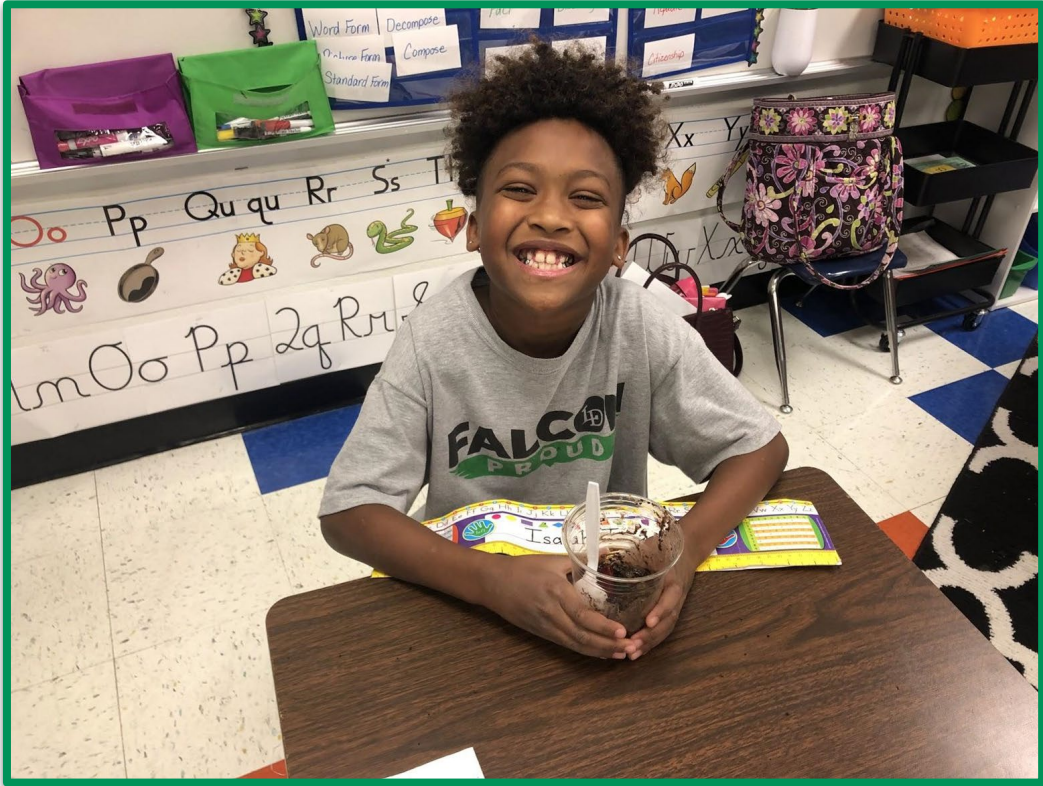
SSE Leadership Clubs

Sewing Club



SSE Leadership Clubs

Cooking Club



SSE Leadership Clubs

Dance Club



SSE Leadership Clubs

Playdoh Club



SSE Leadership Clubs

- Brainstorming session
- Our Clubs meet 8 to 9 times - Fridays for 30 minutes per semester



SSE Leadership Clubs

Thank You!





LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

Small School Atmosphere, Big School Opportunities

TEXAS ACADEMIC PERFORMANCE REPORT



Presenter: Christi Cottongame, Chief Academic Officer

Event: February Board Meeting

Date: February 14, 2022

ACCOUNTABILITY SYSTEM

Non-COVID Years:

- Three Domains
 - Student Achievement
 - School Progress
 - Closing the Gaps
- Rating Labels
 - Districts & Campuses
 - A, B, C, D, or F
- Distinctions
 - ELAR, Math, Science, Social Studies, Comparative Academic Growth, Comparative Closing the Gaps

2020-21 STAAR was administered but no ratings or distinctions were assigned due to the continuation of COVID-19



2020-21 TEXAS ACADEMIC PERFORMANCE REPORT (TAPR)

District Name: LAKE DALLAS ISD

District Number: 061912

2021 Accountability Rating: Not Rated: Declared State of Disaster

2021 Special Education Determination Status:

Needs Assistance

ACCREDITATION STATUS

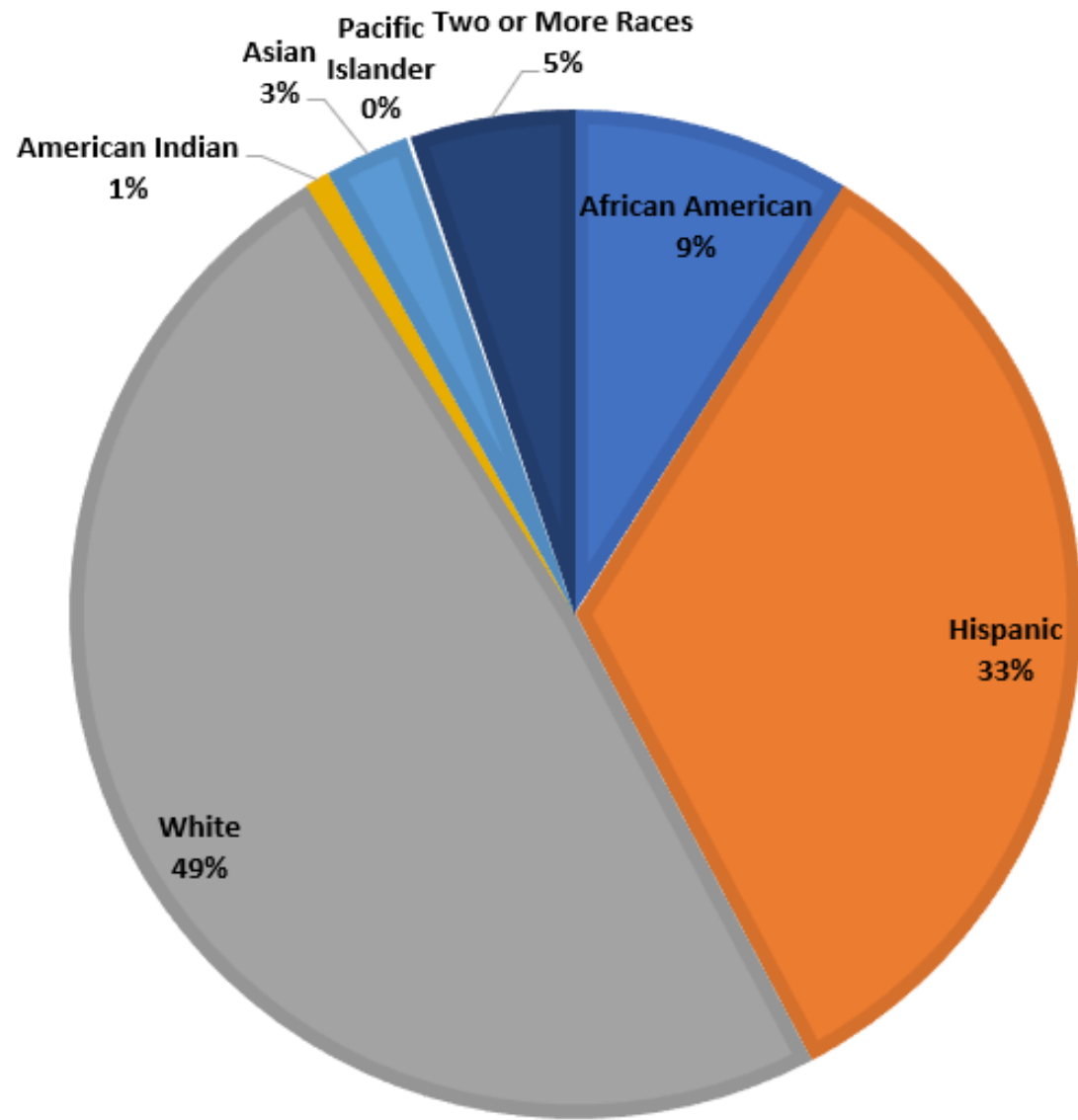
Recognizing the ongoing impact of COVID-19 and the unique challenges schools faced during the past school year, the agency did not issue A–F accountability ratings for the 2020–2021 school year. Pursuant to 19 TAC §97.1055(a)(13) when a rating of *Not Rated* or similar rating is issued to a school district, the commissioner of education (Commissioner) may withhold the assignment of an accreditation status. ***The Commissioner has decided not to assign accreditation statuses until the 2022-2023 school year*** under the authority of 19 TAC §97.1055.

2019 Accreditation Status

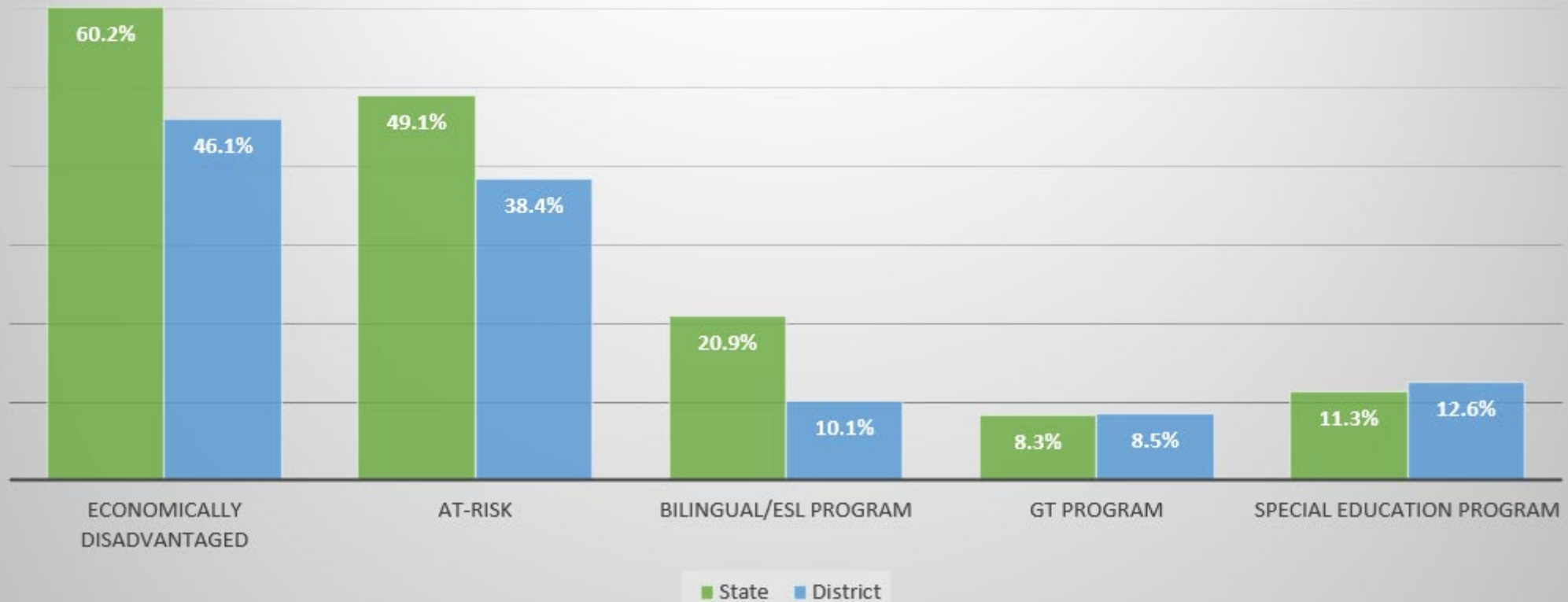
CDN	DISTRICT NAME	ESC	2019 FIRST Rating	2019 Accountability Rating	2019-2020 Accreditation Status
061912	LAKE DALLAS ISD	11	B - Above Standard	B	ACCREDITED



2021 DISTRICT DEMOGRAPHICS



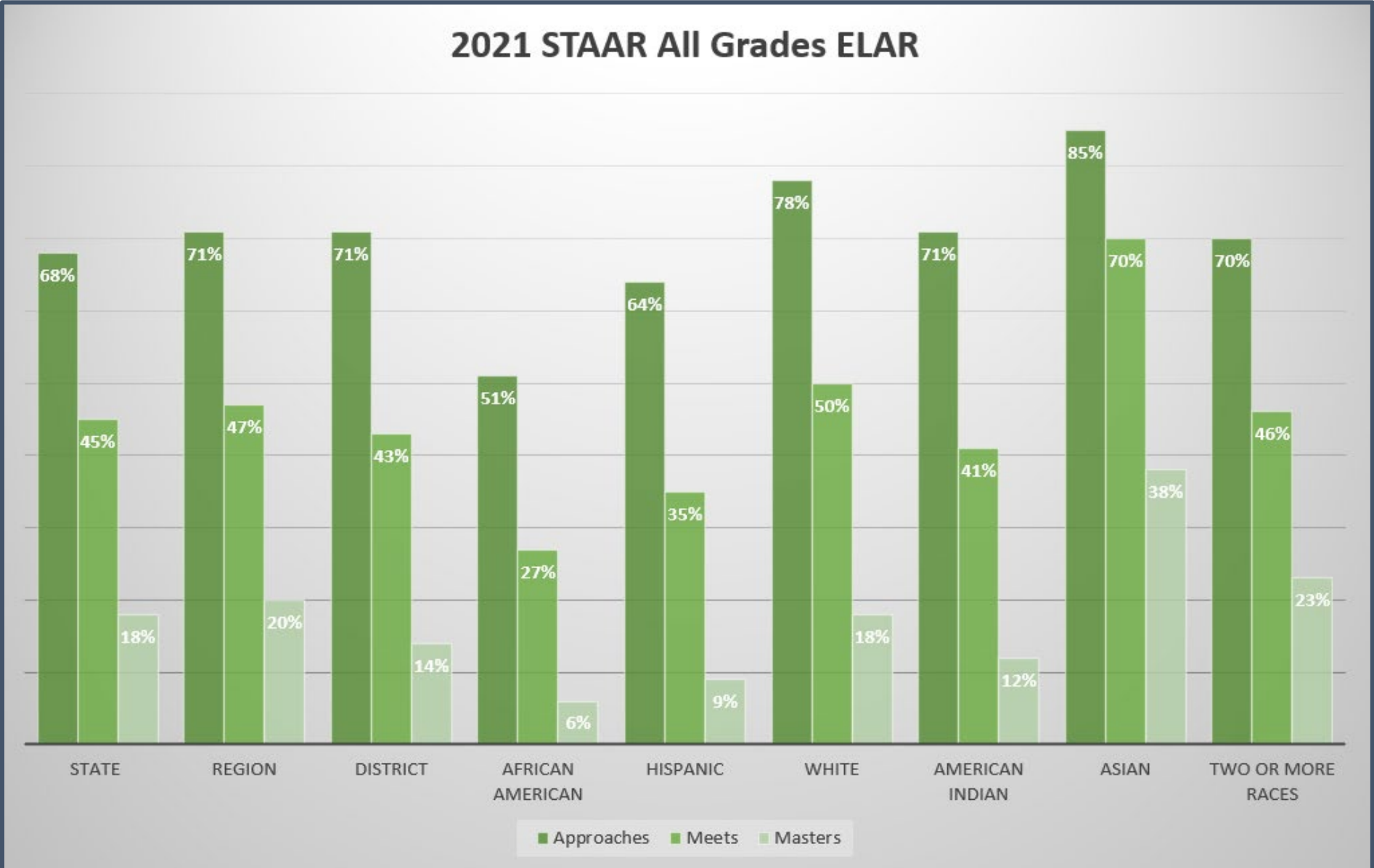
Special Populations Demographics



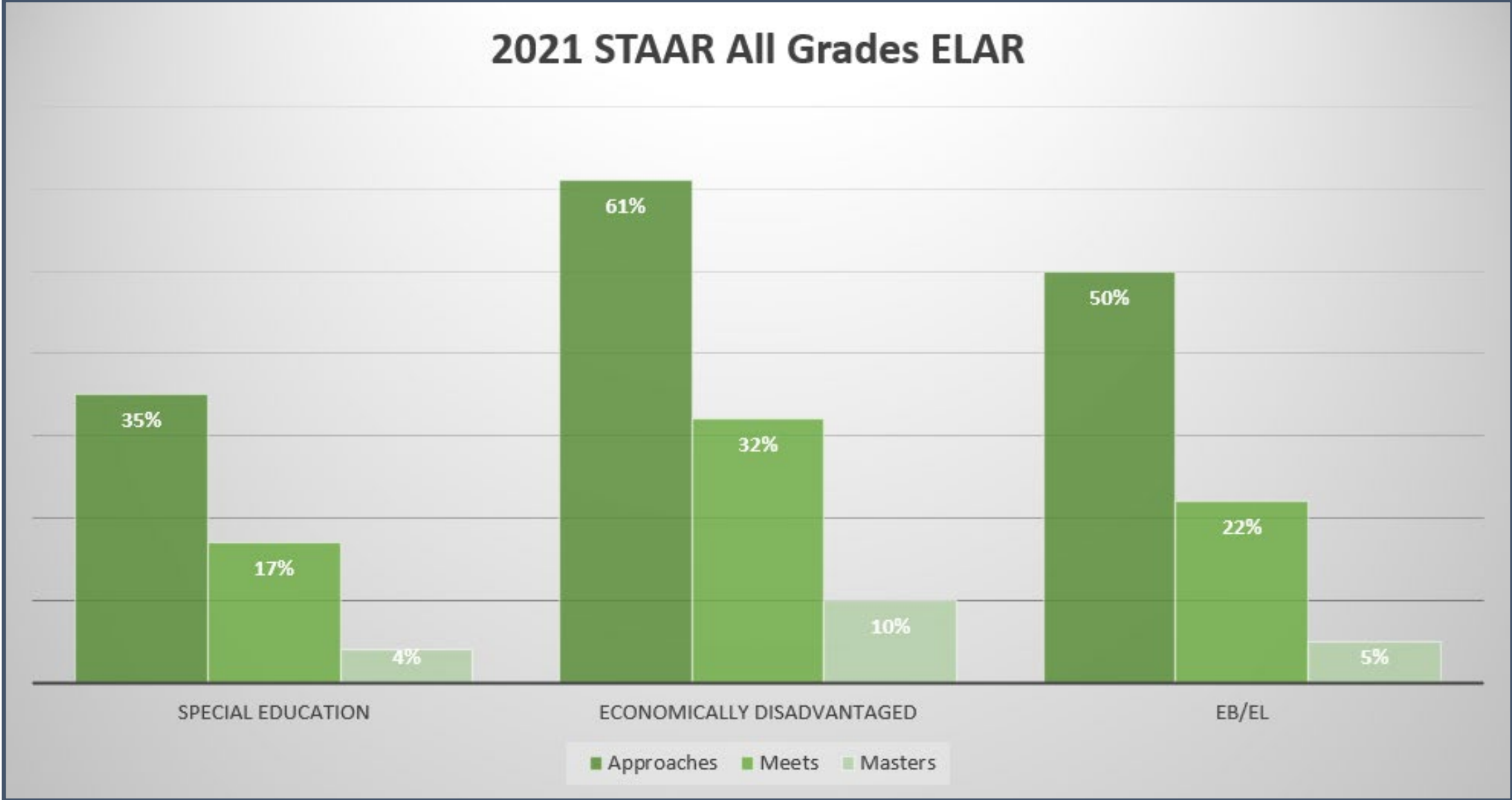
STAAR DATA



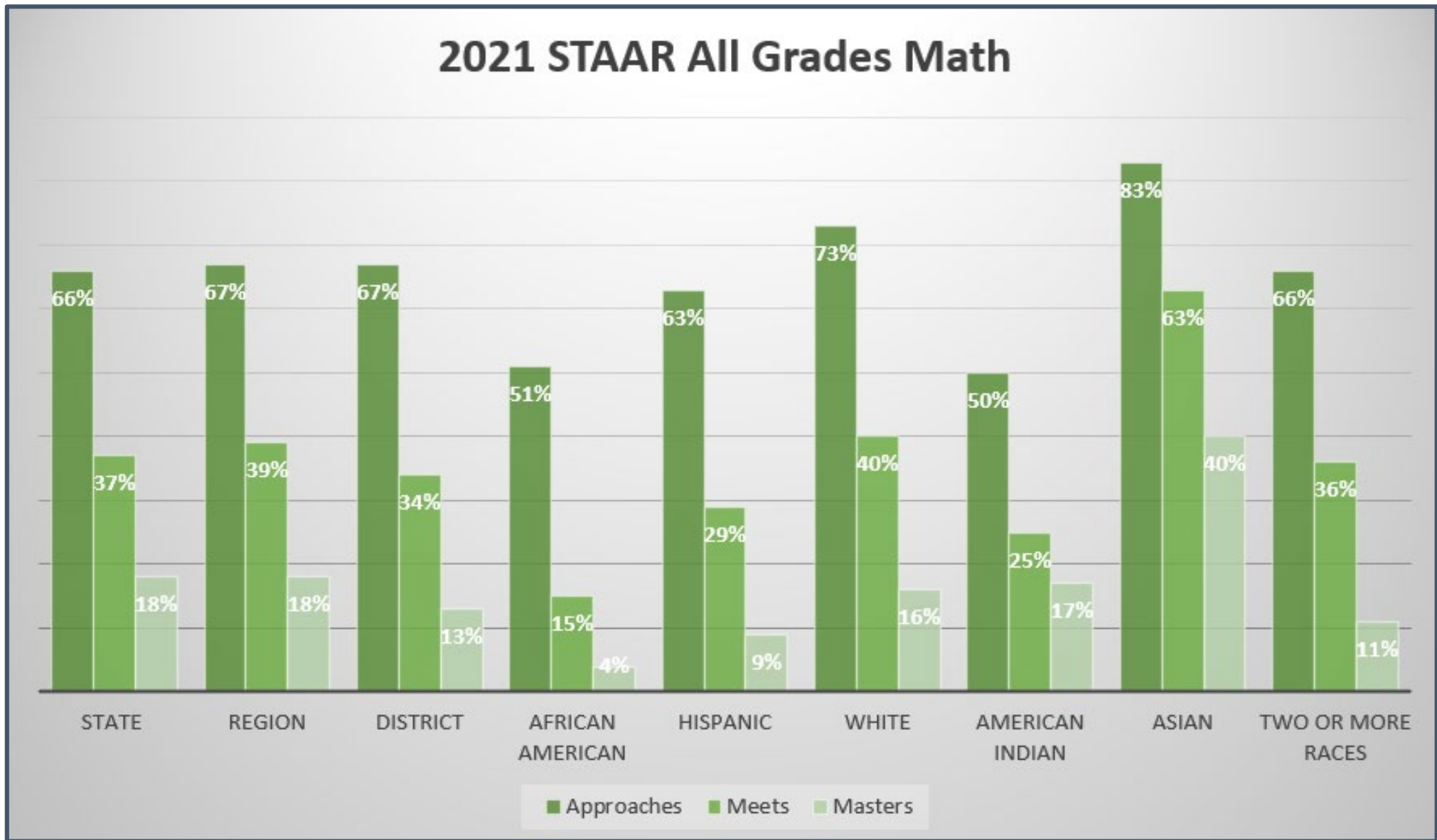
2020-21 DISTRICT TAPR



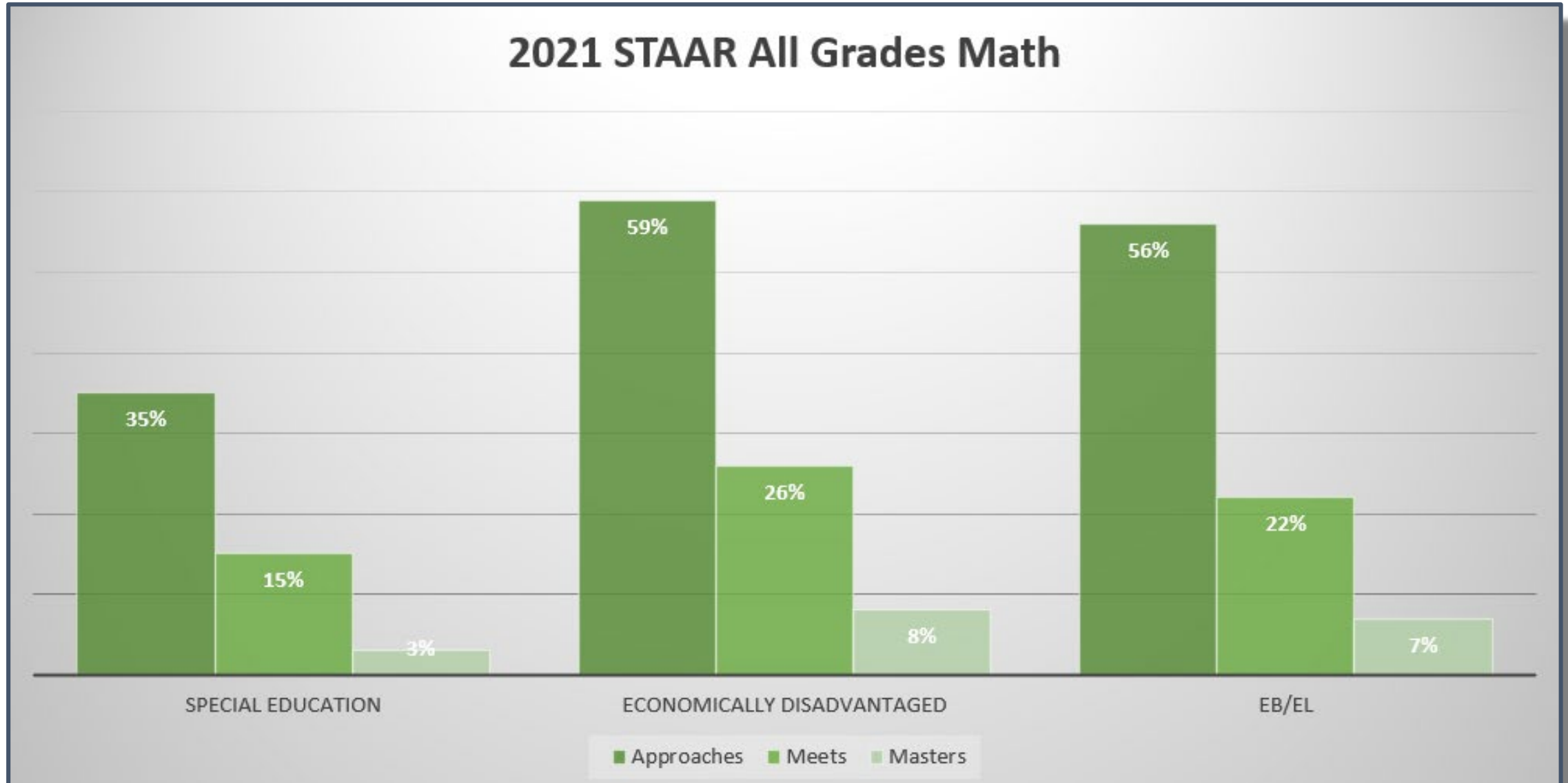
2020-21 DISTRICT TAPR



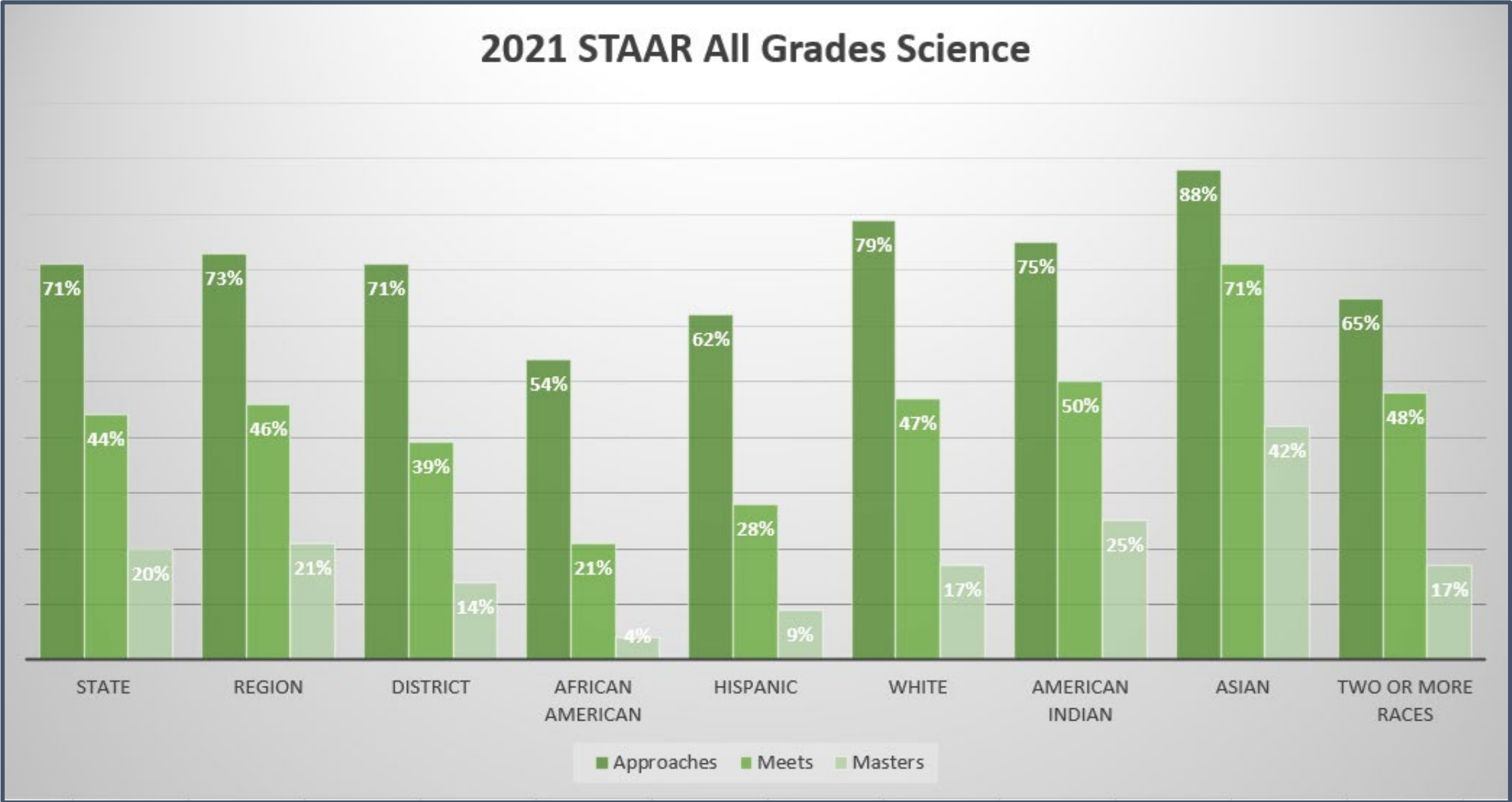
2020-21 DISTRICT TAPR



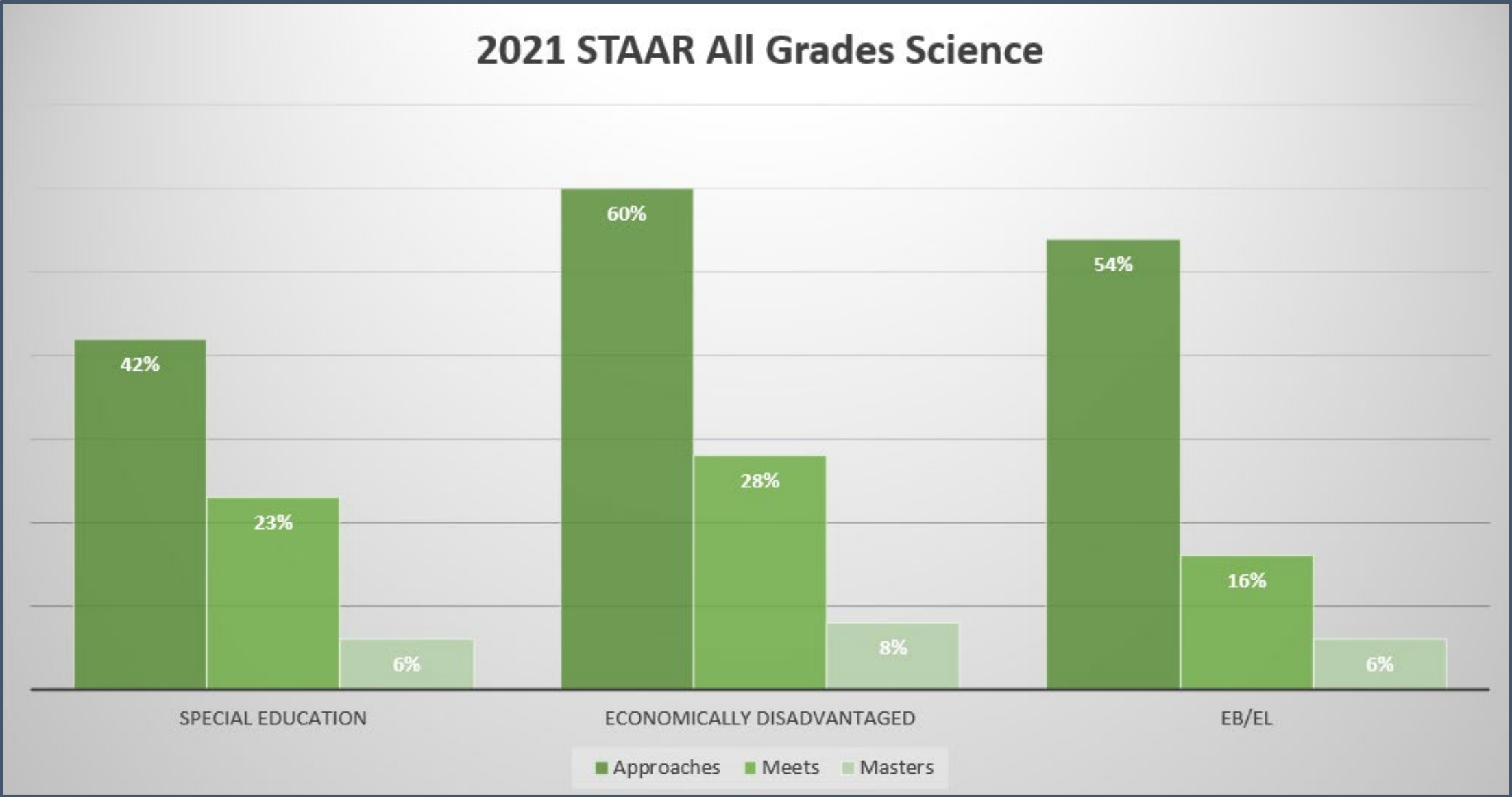
2020-21 DISTRICT TAPR



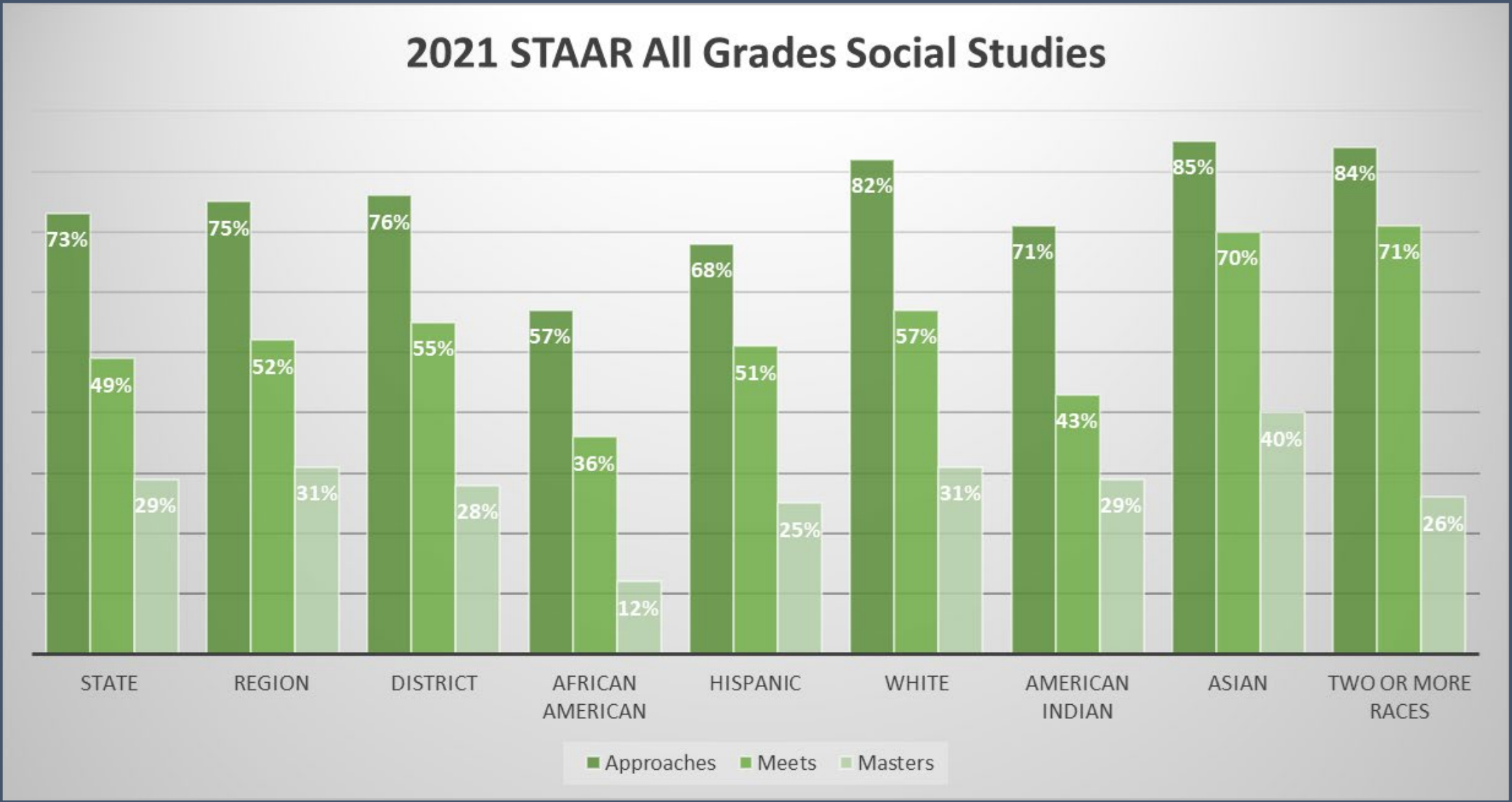
2020-21 DISTRICT TAPR



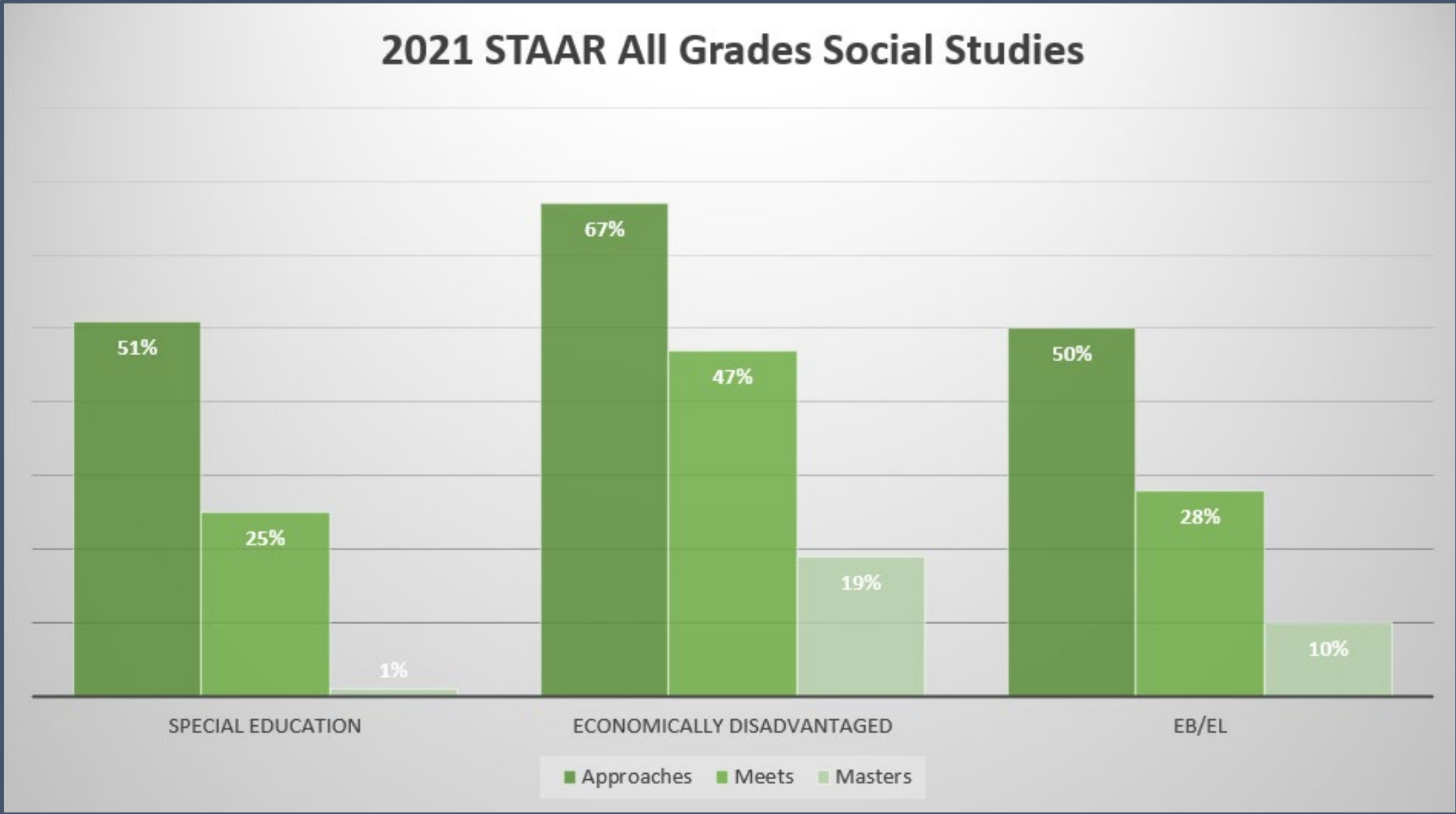
2020-21 DISTRICT TAPR



2020-21 DISTRICT TAPR



2020-21 DISTRICT TAPR



**COLLEGE,
CAREER,
MILITARY
READINESS**



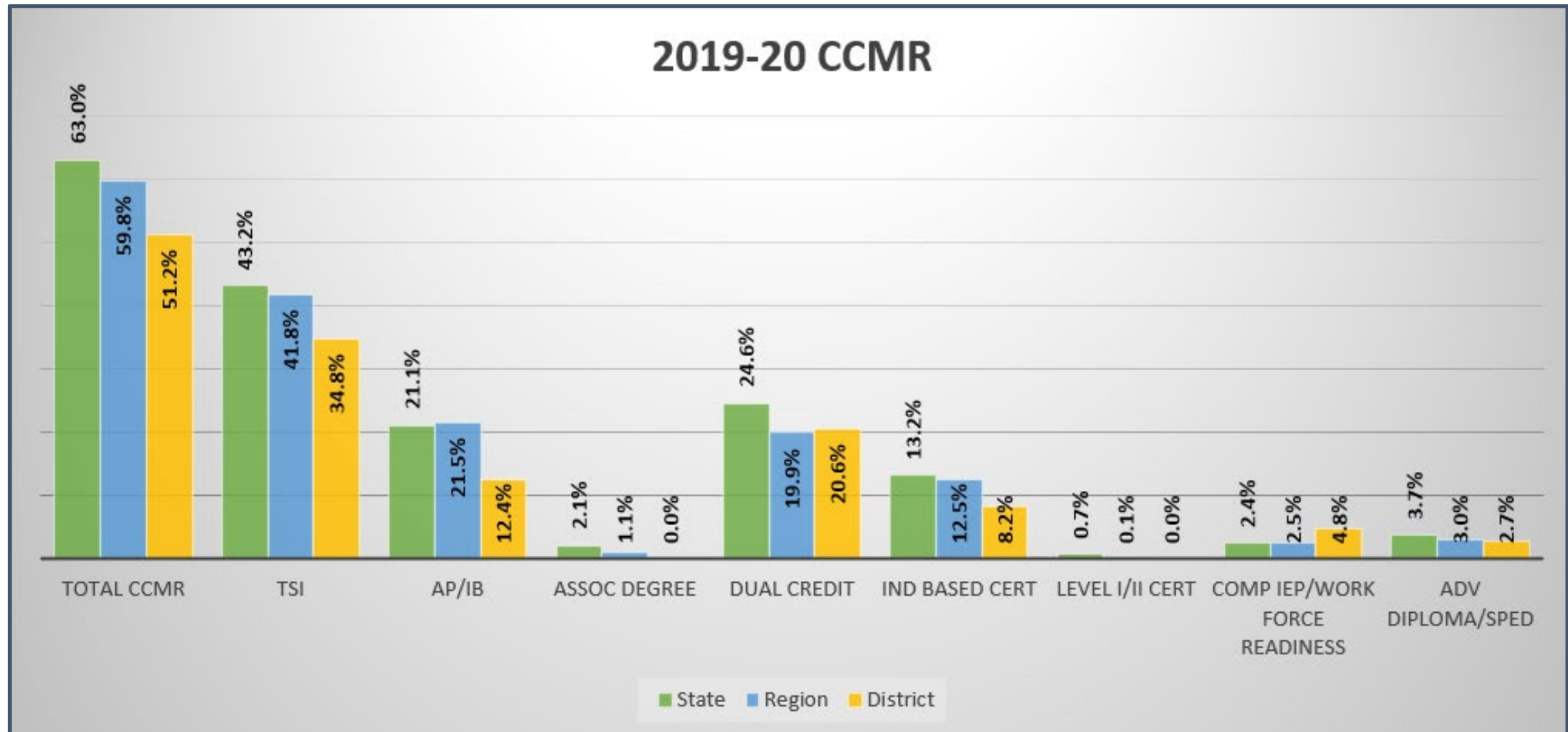
COLLEGE, CAREER, MILITARY READINESS

Annual graduates demonstrate college, career, or military readiness in any one of the following ways:

- Texas Success Initiative (TSI) Criteria
- Earn Dual Course Credits
- Meet Criteria on Advanced Placement (AP)/International Baccalaureate (IB) Examination
- Earn an Associate Degree
- Earn OnRamps Course Credits
- Earn an Industry-Based Certification
- Graduate with Completed IEP and Workforce Readiness
- Graduates under an Advanced Diploma Plan and Identified as a current Special Education Student
- Graduate with Level I or Level II Certificate
- *Enlist in the Armed Forces



COLLEGE, CAREER, MILITARY READINESS



PERFORMANCE IN POSTSECONDARY INSTITUTIONS



PERFORMANCE IN POSTSECONDARY INSTITUTIONS

Texas High School Graduates from FY2019 Enrolled in Texas Public or Independent Higher Education in FY 2020

County	District	Total Graduates	GPA for 1st Year in Public Higher Education in Texas					Unk
			<2.0	2.0- 2.49	2.5- 2.99	3.0- 3.49	>3.5	
LAKE DALLAS ISD								
	061912001 LAKE DALLAS H S							
	Four-Year Public University	72	7	9	7	11	36	2
	Two-Year Public Colleges	80	31	10	7	16	16	0
	Independent Colleges & Universities	6						
	Not Trackable	14						
	Not Found	124						
	Total High School Graduates	296						

Any Questions?





LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

Small School Atmosphere, Big School Opportunities

Minutes of Regular Board Meeting

The Board of Trustees

Lake Dallas Independent School District

A Regular Meeting of the Board of Trustees of Lake Dallas Independent School District was held Monday, January 10, 2022, beginning at 5:30 PM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: Board President Lance Stacy, Vice President Chad Thiessen, Secretary Courtney Tankersley, Trustees Scott Baird, Mark Tucker, Stephen Richardson and Alicia McKinley and Superintendent Dr. Mike Rockwood
ABSENT: None

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

2. Executive Session – 5:30 PM

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.

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- B. Discussing or deliberating purchase, exchange, lease or value of real property (TCG 551.072)
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- G. Discussing or deliberating a public school child which reveals personally identifiable information (TCG 551.0821)
- H. Investigation; exclusion of witness from a hearing during examination of another witness (TCG 551.084)
- I. Discussing economic development negotiations or offer of financial or other incentive to business prospects (TCG 551.086)

3. Reconvene to Open Session, Moment of Silence and Pledges of Allegiance

The Board reconvened to Open Session at 5:58 PM. A moment of silence was observed and Karla Landrum led the Pledges of Allegiance.

4. Student Report/Recognitions

4A. Board Recognition Month

January is School Board Recognition Month and Lake Dallas ISD celebrates its trustees for their dedication and commitment to the district. These students from LDISD schools recognized the

trustees in a presentation: Chance Phillips, LDMS; Ja'Kayla Tutson Mosley, CE; Charli Houser, LDE; Hayne Karina, SSE and Jasmine Vega, LDHS, followed by a video created by the communications department.

5. Public Comment

Allie Buchanan, LDHS Senior, addressed the board requesting that the 2022 Graduation ceremony be located at Falcon Stadium.

6. Public Hearing: District of Innovation Plan Renewal

The regular meeting was closed at 6:05 pm to open the Public Hearing.

Dr. Shorr Heathcote, Chief Administrative Officer, presented the District of Innovation Plan for renewal. Lake Dallas ISD became a District of Innovation in 2017 under House Bill 1842, passed in the 84th Texas Legislative Session. The District Educational Improvement Committee (DEIC) reviewed the current plan and is recommending the Board renew the plan for five years.

There was no public question or comment, and the regular meeting re-convened at 6:10 pm.

7. Trustee Reports

Members of the Board of Trustees were given the opportunity to share positive comments about district meetings and events.

Each of the trustees welcomed everyone back from the winter break and wished everyone a happy New Year. They also thanked staff, students and admin for the gifts and outpouring of love during Board of Trustees Recognition month. Trustee McKinley also gave a shout out to band and athletics for recent successes. Trustee Tankersley gave a shout out to Shady Shores Elementary for their postings on social media.

8. Superintendent Reports

Dr. Rockwood shared positive comments about the following district meetings and events:

- LDHS students Vivian Flores, Alejandra Gomez and Khalil Guess for taking 2nd in the ASL Honor Society Art Competition for photography
- Girls basketball for winning the Caprock Tournament over the Holiday Break
- Coach Jordan Davis on her 300th win.

9. CONSENT AGENDA ITEMS

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

It was MOVED by Scott Baird and SECONDED by Mark Tucker to approve the consent agenda:

- A. Consideration/Approval of the Minutes of the December 13, 2021, REGULAR Board Meeting**
- B. Consideration/Approval of Monthly Financial Statements & Quarterly Investment Report**

C. Consideration/Approval of Professional New Hires 2021-2022

One new professional hire, Ms. Shannon King, is replacing Ms. Everett as 5th grade teacher at Lake Dallas elementary.

D. Consideration/Approval of Early Incentive Notice

The District has implemented an Early Notice Incentive plan that incentivizes employees to notify the District of their resignation in advance of the traditional May and June resignation period. Early resignations are helpful to the District in recruiting and determining staffing levels. The District has offered an early notice incentive plan for the last 11 years. The plan pays \$1,000 to the first 20 Full-Time Contract Professionals and \$500 to the first 20 Full-Time Paraprofessional and Auxiliary Support Personnel who submit their resignation letter, in person, by 4:00 pm on March 4. To receive the incentive pay, employees must complete the terms of their contracts and/or work through the end of their work year. The maximum payout under this plan is \$30,000 for the current fiscal year.

The participation level and cost of the program since inception are listed below:

School Year	# of Professionals	# of Auxiliary	Total
2010-11	13	8	\$17,000
2011-12	11	2	\$12,000
2012-13	12	3	\$13,500
2013-14	8	6	\$11,000
2014-15	10	13	\$16,500
2015-16	8	13	\$14,500
2016-17	16	11	\$21,500
2017-18	11	9	\$15,500
2018-19	20	8	\$24,000
2019-20	17	7	\$20,500
2020-21	14	11	\$19,500

Some employees could perceive such incentives as encouraging retirement or resignation. This is neither the purpose nor intention of the incentive plan. The goal is to see how many job openings would be available to allow the District to find the most qualified applicants in advance of the summer hiring season.

Timeline and Procedure:

- March 4, 2022, at 4:00 pm - Deadline to submit a letter of resignation effective at the end of the school year
- The Human Resources Office will submit the resignation letter to the Superintendent for approval.
- Payment of the incentive pay for timely submissions as noted above will be made using the same method that payroll checks are provided to the employee (direct deposit or check) and paid after their work year is completed.

MOTION PASSED 7-0.

10. ACTION ITEMS

A. Consideration/Approval of 2020-2021 Annual Comprehensive Financial Report

Mr. Rob Seay, from the audit firm of Hankins, Eastup, Deaton, Tonn and Seay presented the annual audit.

Texas school districts must file an audited financial report with the Texas Education Agency annually. The Audit report must comply with rules set forth in the Financial Accountability System Resource Guide. The report must also be presented and approved by the School Board of Trustees by January 31 each year. The Annual Comprehensive Financial Report includes the annual audit and additional supplemental, demographic and statistical information.

Once approved by the Board of Trustees, the District will submit the report to TEA as the law requires. The report will also be forwarded to the Governmental Finance Officers Association and the Association of School Business Officials for their review. The District has received financial reporting awards from these organizations for 29 straight years.

Overall, this was an excellent audit. The District met state and federal reporting requirements and followed state and federal accounting and budgetary procedures. No issues arose during the audit process that required the Auditor to issue a corrective action plan or a management letter.

Anne Haehn, Director of Accounting, and the entire central office staff should be commended for this excellent audit. They work hard and take pride in a job well done. We would also like to commend the entire district staff for their fiscal responsibility.

Chad Thiessen MOVED to approve the 2020-2021 Annual Comprehensive Financial Report. Stephen Richardson SECONDED. MOTION PASSED 7-0.

B. Consideration/Approval of District of Innovation (DOI) Plan Renewal

Dr. Shorr Heathcote, Chief Administrative Officer, presented the DOI Plan Renewal. Lake Dallas ISD became a District of Innovation in 2017 under House Bill 1842, passed in the 84th Texas Legislative Session. The District Educational Improvement Committee (DEIC) reviewed the current plan and is recommending the Board renew the plan for five years.

Mark Tucker MOVED to approve the District of Innovation Plan Renewal. Scott Baird SECONDED. MOTION PASSED 7-0.

C. Consideration/Approval of 2022-2023 Academic Calendar

Dr. Shorr Heathcote presented the two options for the 2022-2023 Academic Calendar that were released to LDISD staff for voting from Tuesday, December 14, 2021 through Friday, December 17, 2021. The District Educational Improvement Committee has reviewed the staff recommendation and is recommending Board approval calendar B.

Chad Thiessen MOVED to approve calendar option B for the 2022-2023 academic year. Courtney Tankersley SECONDED. MOTION PASSED 7-0.

11. FUTURE ITEMS

Dr. Rockwood presented items that will be on future Board Meeting agendas.

A. Special Education Program Review

Lake Dallas ISD contracted with Region 11 ESC to conduct a program review of the special education services in the district. The review was conducted before the holiday break and the service center is working on compiling the results and recommendations based on the findings. We will bring the final report to the board in February.

B. Texas Academic Performance Report (TAPR)

The Texas Academic Performance Report pulls together a wide range of information on the performance of students in each school and district in Texas every year. Performance is shown disaggregated by student groups, including ethnicity and socioeconomic status. The reports also provide extensive information on school and district staff, programs, and student demographics.

This report is typically presented to the board of trustees each year in January. This year, the official report will not be released until January, so, we will bring the report to the board in our February meeting.

12. INFORMATION ITEMS

A. Certification of Excellence in Financial Reporting Award

The Lake Dallas Independent School District has been awarded the Association of School Business Officials (ASBO) and the Governmental Finance Officers Association's (GFOA) Certificate of Excellence in Financial Reporting. The award, the highest recognition for the district financial operations offered by ASBO and GFOA, is only conferred to school systems and other governmental entities that have met or exceeded the program's standards.

By preparing and presenting a Comprehensive Annual Financial Report, Lake Dallas Independent School District

- validates the credibility of their school system's operations
- measures the integrity and technical competence of the business staff
- helps the District achieve a better bond rating from credit evaluations by clearly disclosing all required information
- demonstrates District's financial transparency above and beyond what the generally accepted accounting principles require
- shows your community that your District is credible and committed to fiscal integrity
- provides professional recognition

The District has received the prestigious Certificate of Excellence in Financial Reporting Award for 29 straight years

B. 2019 Bond Construction Report

Wes Eversole presented an overview of the current construction projects underway at Lake Dallas High School, Corinth Elementary and Lake Dallas Middle School.

C. Lake Cities Education Foundation Update

Karla Landrum, Executive Director of the Lake Cities Education Foundation, presented information regarding the recent Prize Patrol as well as other updates regarding the Lake Cities

Education Foundation.

D. Upcoming Meetings & Events

Adam Bennett presented a report including events scheduled between Board meetings.

13. Executive Session – 6:45 pm

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 - H. Investigation; exclusion of witness from a hearing during examination of another witness (TCG 551.084)
- Discussing economic development negotiations or offer of financial or other incentive to business prospects (TCG 551.086)

The Board reconvened to Open Session at 7:19 PM.

14. Consideration/Approval of Personnel Items including the Superintendent's Evaluation and Contract

Chad Thiessen MOVED to approve personnel items including the Superintendent's evaluation and contract. Stephen Richardson SECONDED. MOTION PASSED 7-0.

15. Adjournment - The meeting was adjourned at 7:21 pm.

Lance Stacy, Board President

Courtney Tankersley, Board Secretary

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

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	1,350,573	12,699,623	24,770,385	12,070,762	51.3%
State Revenue	4,903,073	5,215,008	14,431,911	9,216,903	36.1%
Federal Revenue	52,611	57,906	666,462	608,556	8.7%
Total Revenue	6,306,257	17,972,537	39,868,758	21,896,221	45.1%
EXPENDITURES					
Instruction	5,676,593	7,593,383	23,309,746	15,716,363	32.6%
Inst. Res./Media Services	113,769	153,009	490,632	337,623	31.2%
Curriculum Dev. & Inst. Staff Devel	206,588	274,685	761,467	486,782	36.1%
Inst. Leadership	179,832	259,317	676,068	416,751	38.4%
School Leadership	596,986	784,109	2,294,135	1,510,026	34.2%
Guidance/Counseling/Evaluation	344,020	452,132	1,342,436	890,304	33.7%
Social Work Services	2,890	3,853	12,838	8,985	30.0%
Health Services	84,009	112,388	375,058	262,670	30.0%
Pupil Transportation	434,809	558,909	1,557,491	998,582	35.9%
Cocurr./Extracurr. Activities	323,636	409,223	1,206,846	797,623	33.9%
Gen Administration	355,224	480,566	1,468,436	987,870	32.7%
Plant Maintenance & Operations	1,224,936	1,550,673	5,153,722	3,603,049	30.1%
School Monitoring Services	120,197	133,892	306,628	172,736	43.7%
Data Processing Services	375,629	421,683	972,622	550,939	43.4%
Facilities Acq. & Construction	10,093	10,093	14,000	3,908	72.1%
Payments to JJAEP Program	1,089	1,089	4,000	2,911	27.2%
Other Intergovernmental Charges	50,574	103,807	220,896	117,089	47.0%
Total Expenditures	10,100,871	13,302,811	40,167,021	26,864,210	33.1%
Grand Revenue Totals	6,306,257	17,972,537	39,868,758		
Grand Expenditure Totals	10,100,871	13,302,811	40,167,021		
Grand Totals	(3,794,615)	4,669,726	(298,263)		

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

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	34,542	42,765	169,730	126,965	25.2%
State Revenue	0	0	10,000	10,000	0.0%
Federal Revenue	841,421	1,035,285	1,613,669	578,384	64.2%
Total Revenue	875,963	1,078,050	1,793,399	715,349	60.1%
EXPENDITURES					
Food Service	597,766	728,625	1,785,873	1,057,248	40.8%
Total Expenditures	597,766	728,625	1,785,873	1,057,248	40.8%
Grand Revenue Totals	875,963	1,078,050	1,793,399		
Grand Expenditure Totals	597,766	728,625	1,785,873		
Grand Totals	278,197	349,425	7,526		

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

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	620,150	6,291,226	12,187,043	5,895,817	51.6%
State Revenue	171,647	171,647	171,263	(384)	0.0%
Total Revenue	791,797	6,462,873	12,358,306	5,895,433	52.3%
EXPENDITURES					
Debt Services	0	0	12,357,256	12,357,256	0.0%
Total Expenditures	0	0	12,357,256	12,357,256	0.0%
Grand Revenue Totals	791,797	6,462,873	12,358,306		
Grand Expenditure Totals	0	0	12,357,256		
Grand Totals	791,797	6,462,873	1,050		

LAKE DALLAS ISD
BALANCE SHEET
GENERAL FUND, FOOD SERVICE AND DEBT SERVICE
AS OF DECEMBER 31, 2021

General Fund

Cash & Investments	32,456,835
Receivables	2,158,569
Deferred Expenses	45,568
Total Assets	34,660,972

Current Payables	(15,191,454)
Accrued Expenses	(136,220)
Deferred Revenue	(1,986,972)
Total Liabilities	(17,314,646)

Reserve for Encumbrances	1,240,747
Undesig. Fund Balance	(17,346,326)
Reserve for Encumbrances	(1,240,747)
Total Equity	(17,346,326)

Food Service

Cash & Investments	1,068,883
Receivables	193,820
Total Assets	1,262,704

Current Payables	(365,268)
Accrued Expenses	(28,253)
Total Liabilities	(393,522)

Reserve for Food Encumbrances	(430,967)
Undesig. Fund Balance	(475,475)
Reserve for Encumbrances	37,260
Total Equity	(869,182)

Debt Services

Cash & Investments	7,994,248
Receivables	754,758
Total Assets	8,749,006

Current Payables	0
Deferred Revenue	(197,422)
Total Liabilities	(197,422)

Reserve for Long Term Debt	(1,900,470)
Undesig. Fund Balance	(6,651,114)
Total Equity	(8,551,584)

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

<u>Current Tax Collections</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Current Tax Roll Status:	\$37,169,279	\$35,179,135	\$34,413,500
+/- Supplemental Adjustments	787,307	2	519,130
Balance Taxes Due After Adjustments	<u>37,956,586</u>	<u>35,179,137</u>	<u>34,932,629</u>
Current Collection Activity:			
General Operating Fund	12,561,156	12,476,171	13,790,085
Debt Service Fund	6,278,694	5,939,336	6,454,219
Total Current Collections	<u>18,839,851</u>	<u>18,415,508</u>	<u>20,244,304</u>
Unpaid Current Taxes Due @ End of Month	19,116,736	16,763,629	14,688,325
Collection % to Current Tax Role	49.64%	52.35%	57.95%

Delinquent Tax Collections

Prior Years Delinquent Tax Roll:	741,793	530,140	556,060
+/-Supplemental Adjustments	(74,177)	(26,017)	(18,566)
Balance Taxes Due After Adjustments	<u>667,616</u>	<u>504,123</u>	<u>537,494</u>
Delinquent Collection Activity:			
Less General Operating Funds Collected	-10,099	9,663	31,367
Less Debt Service Collected	(4,890)	4,729	13,417
Total Delinquent Collections	<u>-14,989</u>	<u>14,392</u>	<u>44,785</u>
Unpaid Delinquent Taxes Due @ End of Month	682,605	489,731	492,710
Collection % to Delinquent Tax Role	-2.25%	2.85%	8.33%

Penalties, Interest, Attorney Fees

Penalties and Interest:			
Penalty and Interest Paid On Taxes	12,770	2,511	13,164
Amount Paid to Tax Attorney	11,194	4,202	9,136
Total Penalties, Interest, Attorney Fees	<u>23,965</u>	<u>6,714</u>	<u>22,300</u>

Collection Summary

Current Taxes Collected	18,839,851	18,415,508	20,244,304
Delinquent Taxes Collected	-14,989	14,392	44,785
Penalties, Interest, Attorney Fees	23,965	6,714	22,300
Total Tax Collections	<u>18,848,827</u>	<u>18,436,613</u>	<u>20,311,389</u>
Total Unpaid Current Taxes Due @ End of Month	19,116,736	16,763,629	14,688,325
Total Unpaid Delinquent Taxes Due @ End of Month	682,605	489,731	492,710
Total Taxes Outstanding	<u>19,799,340</u>	<u>17,253,360</u>	<u>15,181,034</u>

LAKE DALLAS ISD BUDGET AMENDMENT REQUEST

Number: 1
 Org.: _____

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

EXPENDITURES

(USE WHOLE DOLLAR AMOUNTS ONLY.)

199	61	6266	00	999	0	99	000	Rental	0.00	4,178.00	4,178.00
199	61	6299	00	999	0	99	000	Misc Contracted Services	0.00	1,025.00	1,025.00
199	61	6395	00	999	0	99	000	Supplies	0.00	202.00	202.00
199	61	6499	00	999	0	99	000	Misc Fees/Dues	0.00	1,575.00	1,575.00

TOTAL EXPENDITURES	0.00	6,980.00	6,980.00
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REVENUES

TOTAL REVENUES	0.00	0.00	0.00
-----------------------	------	------	------

NET CHANGE TO FUND BALANCE	(6,980.00)
+INCREASE/(DECREASE)	

EXPLANATION:

To account for community expenditures

Processed by _____ Date: _____

(ADMINISTRATIVE OFFICE USE ONLY)

_____	_____
ORIGINATOR	DATE
_____	_____
SUPERVISOR/PRINCIPAL	DATE
<i>Anne Haehn</i>	<i>2-8-2022</i>
_____	_____
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

Org.: _____

FUND	FUNC	OBJECT	SUB	ORG	YEAR	PROG	DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	PROPOSED BUDGET
							(USE WHOLE DOLLAR AMOUNTS ONLY.)			
199	12	6329	00	103	0	99	Books & Reading Materials	5000	-3300	1700
199	23	6395	00	103	0	99	Supplies/Materials	2000	-700	1300
199	23	6411	00	103	0	99	Travel- Emp. Only	1500	-1500	0
199	13	6395	00	103	0	99	Supplies/Materials	100	2200	2300
199	13	6291	00	103	0	99	Consulting Services	0	3300	3300

TOTAL EXPENDITURES

8600	0	8600
------	---	------

REVENUES

										0
										0

TOTAL REVENUES

0	0	0
---	---	---

NET CHANGE TO FUND BALANCE

0

+INCREASE/(DECREASE)

EXPLANATION:

Decrease in Library and School Leadership to cover LIM training.

Processed by _____
Date: _____

(ADMINISTRATIVE OFFICE USE ONLY)

[Signature]

 ORIGINATOR

1/24/22

 DATE

[Signature]

 SUPERVISOR/PRINCIPAL

1/24/22

 DATE

[Signature]

 DIRECTOR OF ACCOUNTING

2-8-2022

 DATE

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

 SUPERINTENDENT

 DATE

 BOARD SECRETARY

 DATE

 BOARD PRESIDENT

 DATE

Professional New Hires for 2021-2022

Name	Position	Campus	University	Degree	Experience	Certification/License
Jacob Biggerstaff	ELA Teacher	LDHS	UNT	BS	0	7-12 ELAR
Lisa Pollack	Special Education Tea cher	LDHS	Sacred Heart University	BS	0	Special Education EC-12

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

FIRE LANE AND MUTUAL ACCESS EASEMENT AGREEMENT

THIS FIRE LANE AND MUTUAL ACCESS EASEMENT AGREEMENT, is made and entered into this ____ day of _____, 2022, by and among **Corinth First Baptist Church, Inc.**, a Texas non-profit corporation (“Grantor”), and **Lake Dallas Independent School District**, an independent school district and political subdivision of the State of Texas (“Grantee”), (each a “Party” and collectively the “Parties”).

RECITALS

A. Grantor is the fee simple owner of that certain tract of land located in the City of Corinth, Denton County, Texas, as more particularly described as being a part of Lot 1, Block A per the Final Plat of First Baptist Church Addition as recorded in Cabinet O, Page 111 of the Plat Records of Denton County, Texas (the “Church Property”).

B. Grantee is the fee simple owner of that certain tract of land located in the City of Corinth, Denton County, Texas, as more particularly described as Lot 1R, Block 1 per the Replat of Lake Dallas ISD School Addition as recorded in Cabinet Y, Page 803 of the Plat Records of Denton County, Texas (the “School Property”).

C. The Parties desire to establish a perpetual mutual easement over and across a portion of the Grantor’s Property, containing approximately 0.555 acres, as more particularly described and depicted on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”) for the purpose of providing pedestrian and vehicular access to and from Lake Dallas High School.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement.

(a) Grantor hereby permanently and irrevocably grants, bargains, conveys, sells, transfers and assigns to (i) Grantee and its successors, successors-in-title, assigns and Permittees (below defined), for the benefit of and as an appurtenance to the School Property, a perpetual private, continuous, non-exclusive easement on, over, across, along, under and through the Easement Area located on the Church Property for the purposes of access, right of way, ingress

and egress for unobstructed pedestrian and vehicular traffic from the School Property to and from Meadowview Drive.

(b) The easement granted in this Section 1 are referred to herein as the “Easement”. The Parties agree that the Easement is for the use and benefit of each other and their current and future tenants, customers, invitees, guests, employees, agents, representatives, patrons, licensees, contractors, subcontractors, suppliers, successors and assigns (collectively, “Permittees”). Each of the Parties hereby binds itself and its successors and assigns to warrant and forever defend title to the Easements, the rights and appurtenances thereto in the other Party and its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easements, the rights or appurtenances thereto, or any part thereof.

2. Access Easement. The undersigned covenants and agrees that the access easement may be utilized by any person of the general public for ingress and egress to other real property, and for the purpose of general vehicular use and access, and for the Fire Department, Police and emergency use in along, upon, and across said premises, with the right and privilege at all time of the City of Corinth, its agents, employees, workmen and representatives having ingress, egress, and regression in , along, upon and across said premises.

3. Fire Lane Easement. The undersigned covenants and agrees that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface paved in accordance with City standards and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fenced trees, shrubs, or other improvements or obstruction, including but not limited to the parking, loading, or unloading of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of pavement in accordance to City standards of the fire lane easements is the responsibility of the owner, and the owner shall post and maintain signage in accordance to City standards in conspicuous places along the fire lanes, stating “Fire Lane, No Parking”. The police or their duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

4. Non-Exclusive Right. The Easement herein created is not exclusive, and each Party (as grantor) hereby expressly reserves the right, for itself and its successors and assigns, without the prior written consent of any other Party, (a) to use the Easement Area to access its own property adjacent to the Easement Area and (b) to grant such other, similar or dissimilar, easements, rights, benefits, rights-of-way and privileges to such other persons and for such other purposes, so long as such additional easements, rights, benefits, rights-of-way and/or privileges are on its own Property, and (c) to make or construct improvements over, across, upon, and under the Easement Area on its own property, as each such Party, in its sole and absolute discretion, may elect; provided; however, any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across, or under the Easement Area SHALL NOT UNREASONABLY INTERFERE WITH, OR UNREASONABLY RESTRICT THE UNIMPEDED USE OF, THE EASEMENTS HEREIN GRANTED AND THE OTHER RIGHTS AND BENEFITS APPURTENANT THERETO OR GRANTED HEREIN TO THE PARTIES AND THEIR SUCCESSORS, SUCCESSORS-IN-TITLE, ASSIGNS AND/OR PERMITTEES.

5. Easements Run With Property. All Easements provided for in this Agreement are permanent, irrevocable, appurtenant to and shall run with the Church Property, as applicable, whether or not the Easement is referenced or described in any conveyance of the Church Property, or any portion thereof. The Easement is for the benefit of the Parties hereto and their respective successors and assigns, who at any time own the School Property, or maintain any interest therein.

6. Maintenance; Costs; Future Required Improvements.

a. (i) Grantor shall be responsible, at Grantor's sole cost and expense, for improving and maintaining the Easement Area in good working order and condition. Such maintenance obligations include, without limitation, the repair, maintenance, paving, repaving, cleaning, sweeping and snowplowing of all roads, driveways, landscaping and sidewalks located within the Easement Area in a good condition free of debris, trash, rubbish and so as to afford continuous access and unimpeded passage at all times of vehicular and pedestrian traffic on, over and across the Easement Area. Notwithstanding the foregoing, (ii) Grantee shall be solely responsible for any and all costs and expenses to repair any damage to the Easement Area caused in connection with the development of or construction on the School Property, in which event Grantee shall reimburse Grantor for any and all such maintenance costs and expenses within thirty (30) days of Grantee's receipt of an invoice for such costs and expenses from Grantor, and (iii) Grantor shall be solely responsible for any and all costs and expenses to repair any damage to the Easement Area caused in connection with the development of or construction on the Church Property, in which event Grantor shall reimburse Grantee for any and all such maintenance costs and expenses within thirty (30) days of Grantor's receipt of an invoice for such costs and expenses from Grantee. Grantor's obligations herein include, without limitation, the completion of any improvements or alterations to or within the Easement Area required by applicable law, regulation or ordinance.

b. In the event Grantor fails to maintain the Easement Area in accordance with this Section, Grantee may, after having provided Grantor with written notice thereof and a period of not less than thirty (30) days to cure such failure, perform such maintenance and/or repairs, and the reasonable cost thereof shall be reimbursed to Grantee by Grantor within thirty (30) days of Grantor's receipt of an invoice for such costs and expenses, including supporting documentation, from Grantee.

c. In connection with any work conducted by any Party (herein, the "Working Party") within the Easement Area, such Working Party shall take appropriate, reasonable measures to minimize disruption or inconvenience caused by such work to the other Party and its Permittees (collectively, the "Non-Working Party") in the use of the Easements herein granted and the Easement Area, and such Working Party shall make appropriate, reasonable provisions for the safety and convenience of the Non-Working Party. Any work resulting in cessation of utilities to any Non-Working Party shall require no less than thirty (30) days' written notice to the Non-Working Party and reasonable accommodations for alternative utility services during such cessation. Any damage to the Easement Area or the property of the Non-Working Party caused by a Working Party exercising its rights pursuant to this Agreement shall be promptly repaired by the Working Party, at its sole

cost and expense, and the Easement Area shall be restored to at least the same condition as prior to the Work. The Parties hereby covenant and agree to pay in accordance with the terms of this Agreement all costs and expenses associated with the exercise of its rights and performance of its obligations hereunder and to release, indemnify, defend and hold the Non-Working Party harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, on account of lien claims of laborers or materialmen, or others, for work performed or supplies furnished in connection with the repair, restoration or maintenance of the Easement Area. If the Easement Area becomes subject to any such lien on account of such work performed or supplies furnished in connection with such repair or maintenance, then Working Party shall cause such lien to be released and discharged of record within thirty (30) days of the Working Party's receipt of written notice thereof, either by paying the indebtedness which gave rise to such lien, or by posting such bond or other security as shall be required by law to obtain such release and discharge, and in all events the Working Party agrees to have such lien discharged prior to the foreclosure thereof. If the Working Party fails to cause such liens to be released and discharged of record within the time frame and in accordance with this Section 4, then (i) the Non-Working Party may, after having provided the Working Party with written notice thereof and a period of not less than thirty (30) days to cure such failure (provided, however, that the Non-Working Party need not delay for the full thirty (30) day period to lapse if the Non-Working Party reasonably determines that the Easement Area (or any portion thereof) is at risk of foreclosure), cause such liens to be released and discharged of record and (ii) the Working Party shall reimburse the Non-Working all of its reasonable costs and expenses in connection therewith not later than ten (10) days after the Non-Working Party's delivery to the Working Party of written demand therefor.

d. Not less than five (5) business days prior to commencing by any Party (the "Performing Party") of any work within the Easement Area pursuant to the rights herein granted (including without limitation Section 5 below), the Performing Party shall notify the non-Performing Party, in writing, of the commencement date for such work, scope of work, the anticipated project schedule and the mitigation measures to be taken as provided herein. Any work resulting in cessation of utility services to any Party shall, consistent with Section 4.b. above, require thirty (30) days' written notice to the Non-Working Party and reasonable accommodations for alternative utility services during such cessation.

7. No Barriers. No Party shall construct or erect any barrier or perform any work within the Easement Area that obstructs, interferes with or impedes use and/or enjoyment of the Easements herein granted, except for a temporary interference as may be reasonably necessary for the construction, maintenance and repair of the improvements located in the Easement Area; provided, however, that (a) such construction, maintenance and repair is diligently pursued and (b) in no event shall access be impeded without provision of alternative pedestrian and vehicular access to and from the nearest public right-of-way.

8. Applicability. Each contract, deed, deed of trust or other instrument of conveyance which may be hereafter executed with respect to any portion of the Church Property shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of

this Agreement, regardless whether or not any of such provisions are set forth in such contract, deed, deed of trust or other instrument of conveyance and whether or not referred to in any such instrument.

9. Remedies; Interest. In the event either Party hereto fails to perform or fulfill any of its debts, duties or obligations hereunder, then the non-defaulting Party may, after providing written notice thereof to the defaulting Party and the passage of the applicable period of time set forth herein within which the defaulting Party has to cure such default, pursue all remedies available to it at law or equity, including, without limitation, seeking reimbursement for all costs and expenses (including interest at the highest rate permitted by applicable law) incurred in connection with remedying such default. The non-defaulting Party may make protective advances on behalf of the defaulting Party including for costs to repair and maintain the Easement Area not paid for by the defaulting Party, and the defaulting Party shall repay the non-defaulting Party the amount of such advances within ten (10) days of written demand therefor. In the event that the defaulting Party fails to timely repay the non-defaulting Party for such protective advances (a "Delinquent Amount"), then interest shall accrue on the Delinquent Amount at the then maximum rate of interest per annum permitted by applicable law from the date the payment was initially due through the date actually paid by the defaulting Party.

10. Successors and Assigns. The easements, covenants and obligations hereby established and imposed shall be covenants running with the land and shall inure to the benefit of and be binding upon all parties having any right, title or interest in any portion of the Church Property, and their respective heirs, legal representatives, successors and assigns. It is understood and agreed that at such time as Grantor conveys or transfers its entire fee simple interest in the Church Property respectively, Grantor as the case may be, shall be released and discharged from any and all liability for the breach of any covenants, conditions and obligations set forth in this Agreement with respect to its parcel first arising from and after the date of the due recordation of a deed as to such transfer or conveyance (but not for any covenants or obligations arising theretofore). Without limiting the foregoing, upon the conveyance by Grantor of its entire fee interest in the Church Property shall automatically be deemed to have assumed all rights, obligations, duties and responsibilities of Grantor hereunder and the previous owner shall be released from any and all liability for such rights, obligations, duties and responsibilities.

11. Severability. Should any portion of this Agreement be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

12. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Church Property to the general public or for any other public purposes not described herein, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

13. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof. This Agreement may be amended, supplemented, extended or modified in any respect whatsoever, or rescinded, in whole or in part,

only by a written instrument duly executed and acknowledged by the owners of all of the land included in the School Property.

14. Attorneys' Fees. If any Party retains an attorney to enforce this Agreement, the Party or Parties prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs.

15. No Partnership. This Agreement shall not create an association, partnership, joint venture or a principal and agent relationship between Grantor or Grantee.

16. No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or of any other provisions set forth herein.

17. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to be delivered upon the earlier to occur of actual receipt (or refusal of delivery) or, regardless of whether actually received or not, when deposited in a regularly maintained receptacle for the United States mail, postage prepaid, registered or certified mail, return receipt requested and addressed to the addressee as hereinafter set forth. Either party may change its address from time to time by written notice to the other party, provided that such notice must be delivered to the other party at least 20 days prior to effective date of the change.

If to Corinth First Baptist Church, Inc.:

Attn: _____
Email: _____

If to Lake Dallas Independent School District:

Attn: _____
Email: _____

18. Captions. The titles of the sections in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself.

19. LAW GOVERNING. THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ANY DISPUTES HEREUNDER SHALL BE BROUGHT IN THE APPROPRIATE STATE COURT IN Denton COUNTY, TEXAS, AND THE PARTIES HERETO WAIVE THE RIGHT TO OBJECT TO SUCH JURISDICTION. THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO REQUEST A TRIAL BY JURY.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument to be effective as of the day and year set forth above.

Grantor:

By: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas

Grantee:

By: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas

EXHIBIT "A"

FIRE LANE & ACCESS EASEMENT

Part of Lot 1, Block A, First Baptist Church Addition

BEING a 0.555 acre tract of land situated in the Edwin Marsh Survey, Abstract No. 833, City of Corinth, Denton County, Texas, and being a part of Lot 1, Block A per the Final Plat of First Baptist Church Addition, as recorded in Cabinet O, Page 111 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a concrete monument with aluminum disk found in the West line of the above cited Lot 1, same being an interior ell corner of Lot 1R, Block 1 per the Replat of Lake Dallas ISD School Addition, as recorded in Cabinet Y, Page 803 of said Plat Records of Denton County, Texas, from which a 5/8 inch iron rod capped "TNP" found in the East line of said Lot 1, same being an interior ell corner of said Lot 1R, bears North 87°50'20" East a distance of 403.33 feet;

THENCE North 00°09'59" East along the West line of said Lot 1 and interior East line of said Lot 1R, for a distance of 20.12 feet to the **POINT OF BEGINNING** for herein described easement;

THENCE North 00°09'59" East continuing along the West line of said Lot 1 and interior East line of said Lot 1R, for a distance of 34.10 feet to a point from which a 5/8 inch iron rod capped "TNP" found for an angle point bears North 00°09'59" East a distance of 103.05 feet;

THENCE departing the West line of said Lot 1 and interior East line of said Lot 1R, and along a non-tangent curve to the left having a central angle of 29°15'27", a radius of 30.00 feet, a chord bearing of North 14°10'52" East, a chord distance of 15.15 feet and an arc length of 15.32 feet to a point;

THENCE North 00°26'51" West a distance of 49.99 feet to a point;

THENCE North 00°08'50" East a distance of 196.22 feet to a point;

THENCE North 00°56'21" East a distance of 95.03 feet to a point;

THENCE North 01°39'25" West a distance of 172.21 feet to a point;

THENCE North 17°31'53" East a distance of 31.85 feet to a point;

THENCE North 11°22'37" West a distance of 23.59 feet to a point in the dedicated South line of Meadow Drive, a called 60' wide right-of-way per the Final Plat of Lake Dallas ISD School Addition recorded in Cabinet N, Page 291 of the Plat Records of Denton County, Texas, from which the Northwest corner of said Lot 1, Block A bears along a non-tangent curve to the right having a central angle of 0°24'07", a radius of 730.00 feet, a chord bearing of South 79°55'23" West, a chord distance of 5.12 feet and an arc length of 5.12 feet;

THENCE in a Northeasterly direction, along the South line of said Meadow Drive, and along a non-tangent curve to the left having a central angle of 1°53'02", a radius of 730.00 feet, a chord bearing of North 78°46'48" East, a chord distance of 24.00 feet and an arc length of 24.00 feet to a point;

THENCE South 11°22'37" East departing the South line of said Meadow Drive, a distance of 29.71 feet to a point;

THENCE South 17°31'53" West a distance of 33.98 feet to a point;

THENCE South 01°39'25" East a distance of 168.15 feet to a point;

THENCE South 00°55'28" West a distance of 95.95 feet to a point;

THENCE South 00°08'50" West a distance of 195.93 feet to a point;

THENCE South 00°26'51" East a distance of 48.07 feet to a point at the beginning of a non-tangent curve to the left;

THENCE in a Southeasterly direction, along said non-tangent curve to the left having a central angle of 91°43'30", a radius of 25.00 feet, a chord bearing of South 46°18'36" East, a chord distance of 35.88 feet and an arc length of 40.02 feet to a point;


THENCE North 87°50'08" East a distance of 350.33 feet to a point in the East line of said Lot 1 and an interior West line of said Lot 1R, from which a 5/8 inch iron rod capped "TNP" found for an angle point bears North 01°05'38" East a distance of 100.77 feet;

THENCE South 01°05'38" West along the East line of said Lot 1 and an interior West line of said Lot 1R a distance of 24.04 feet to a point from which a 5/8 inch iron rod capped "TNP" found for an interior ell corner of said Lot 1R bears South 01°05'38" West a distance of 20.10 feet;

THENCE South 87°50'38" West departing the East line of said Lot 1 and an interior West line of said Lot 1R, a distance of 403.65 feet to the **POINT OF BEGINNING**, and containing 0.555 acres of land, more or less.

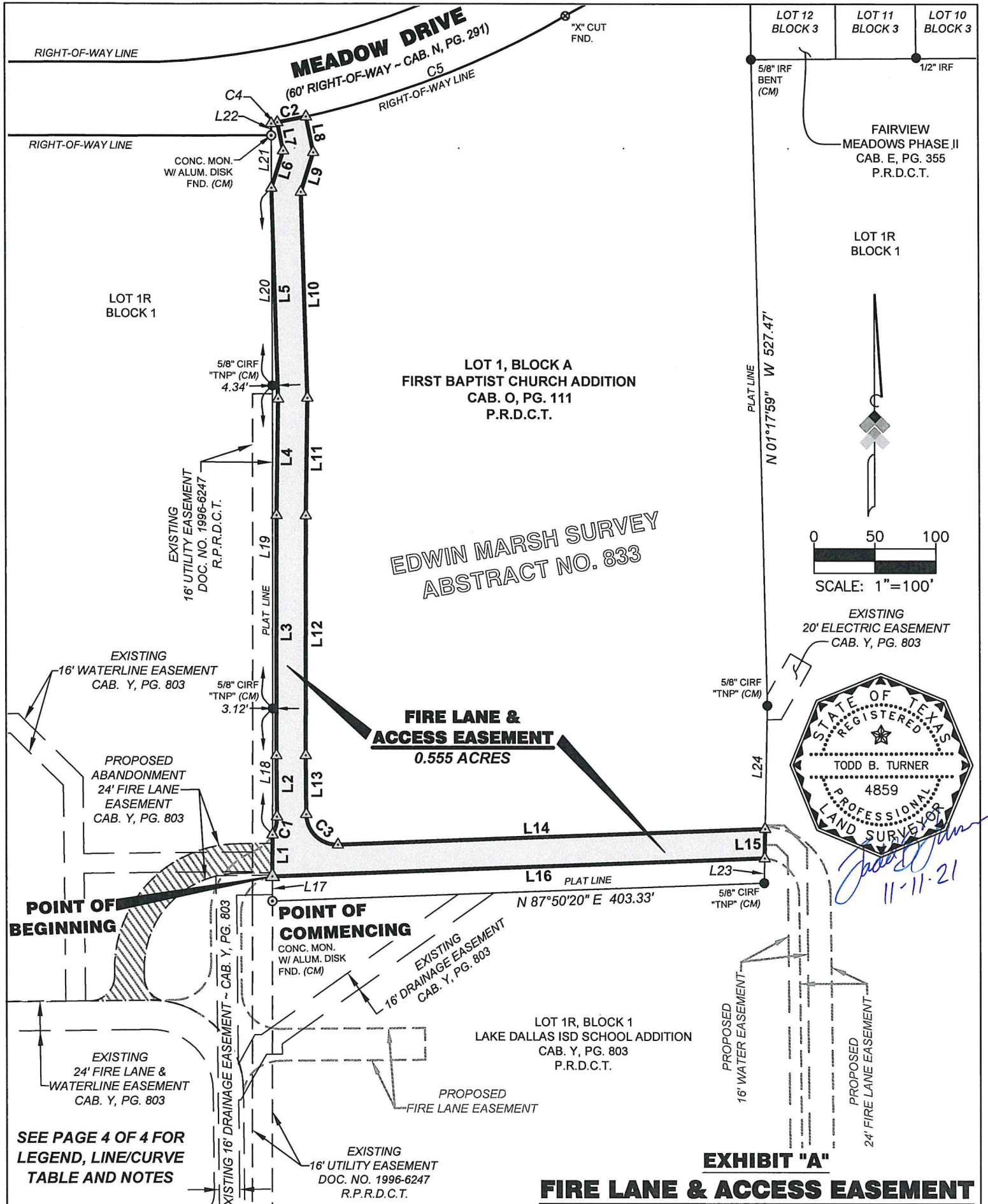
NOTES:

1. *Bearings are referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone 4202: NAD83 (2011) EPOCH 2010} as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values utilizing a surface adjustment factor of 1.000150630 to scale from grid to surface.*
2. *An Easement Exhibit of even date herewith accompanies this legal description. See Page 3.*



Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins, Inc.
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940-383-4177
Date: November 11, 2021





LOT 12 BLOCK 3	LOT 11 BLOCK 3	LOT 10 BLOCK 3
-------------------	-------------------	-------------------

5/8" IRF BENT (CM) 1/2" IRF

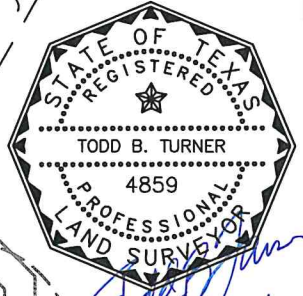
FAIRVIEW MEADOWS PHASE II
CAB. E, PG. 355
P.R.D.C.T.

LOT 1R
BLOCK 1

PLAT LINE
N 01°17'59" W 527.47'

0 50 100
SCALE: 1"=100'

EXISTING
20' ELECTRIC EASEMENT
CAB. Y, PG. 803



John Turner
11-11-21

EXHIBIT "A"
FIRE LANE & ACCESS EASEMENT

BEING 0.555 ACRES OF LAND SITUATED IN THE
EDWIN MARSH SURVEY, ABSTRACT NO. 833
CITY OF CORINTH, DENTON COUNTY, TEXAS
VLK19359 PAGE 3 OF 4

tnp teague nall and perkins
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940.383.4177 ph 940.383.8026 fx
www.tnpsc.com TBPELS FIRM 10011601

NOTES:

1. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202: NAD83 (2011) Epoch 2010) as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000150630 to scale from grid to surface.
2. This Exhibit was prepared without the benefit of a current Title Commitment or Encumbrance Report. Additional easements, rights-of-way and/or other matters of record may affect this tract that are not shown hereon.
3. Existing improvements not shown.
4. A Legal Description of even date herewith accompanies this Easement Exhibit. See Page 1.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	15.32'	30.00'	29°15'27"	N 14°10'52" E	15.15'
C2	24.00'	730.00'	1°53'02"	N 78°46'48" E	24.00'
C3	40.02'	25.00'	91°43'30"	S 46°18'36" E	35.88'
C4	5.12'	730.00'	0°24'07"	S 79°55'23" W	5.12'
C5	229.34'	730.00'	18°00'01"	N 68°50'17" E	228.40'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°09'59" E	34.10'
L2	N 00°26'51" W	49.99'
L3	N 00°08'50" E	196.22'
L4	N 00°56'21" E	95.03'
L5	N 01°39'25" W	172.21'
L6	N 17°31'53" E	31.85'
L7	N 11°22'37" W	23.59'
L8	S 11°22'37" E	29.71'
L9	S 17°31'53" W	33.98'
L10	S 01°39'25" E	168.15'
L11	S 00°55'28" W	95.95'
L12	S 00°08'50" W	195.93'
L13	S 00°26'51" E	48.07'
L14	N 87°50'08" E	350.33'
L15	S 01°05'38" W	24.04'
L16	S 87°50'38" W	403.65'
L17	N 00°09'59" E	20.12'
L18	N 00°09'59" E	103.05'
L19	N 00°05'31" E	263.73'
L20	S 00°06'48" E	161.28'
L21	S 00°06'48" E	42.87'
L22	S 00°06'48" E	9.73'
L23	S 01°05'38" W	20.10'
L24	N 01°05'38" E	100.77'

LEGEND	
▲	CALCULATED POINT
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
⊗	"X" CUT FOUND IN CONCRETE
⊙	CONCRETE MONUMENT WITH ALUMINUM DISK FOUND (CONC. MON. W/ ALUM. DISK FND.)
(CM)	CONTROLLING MONUMENT
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY TEXAS
—————	EASEMENT BOUNDARY
—————	PROPERTY/LOT LINE
—————	RIGHT-OF-WAY LINE
—————	EXISTING EASEMENT LINE



EXHIBIT "A"
FIRE LANE & ACCESS EASEMENT

BEING 0.555 ACRES OF LAND SITUATED IN THE
EDWIN MARSH SURVEY, ABSTRACT NO. 833
CITY OF CORINTH, DENTON COUNTY, TEXAS
VLK19359 PAGE 4 OF 4

ORDER OF TRUSTEE ELECTION

An election is hereby ordered to be held on May 7, 2022 for the purpose of:

Electing to the Board of Trustees of the Lake Dallas Independent School District three (3) Trustees for a full three (3) year term; one (1) Trustee for each position; each position designated as Place 3, Place 4, and Place 7.

Applications for a place on the ballot shall be filed by February 18, 2022 at 5 p.m.

Early voting by personal appearance will be conducted between the hours of 8 a.m. and 5 p.m. from Monday, April 25, 2022 through Saturday, April 30, 2022. Early voting by personal appearance will also be conducted between the hours of 11 a.m. and 5 p.m. on Sunday, May 1, 2022, and between the hours of 7 a.m. and 7p.m. on Monday, May 2, 2022 and Tuesday, May 3, 2022.

The main early voting location shall be located at:

Denton County Elections Building, 701 Kimberly Drive, Denton, TX 76208

Additional voting locations, dates and times will be identified in the contract executed with the Denton County Elections Administrator.

Applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite AIOI
Denton, TX 76208
Phone: (940) 349-3200
Fax: (940) 349-3201
Email: elections@dentoncounty.gov

Applications for Ballots by Mail (ABBMs), may be submitted by hand delivery, mail, common or contract carrier, fax or electronic submission and must be received by the early voting clerk by the close of business Tuesday, April 26, 2022. If the application is faxed or emailed, the original must be received by mail by the early voting clerk no later than the 4th business day after receiving the faxed or emailed application.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on Tuesday, April 26, 2022.

Issued this 14th day of February 2022.

Signature of Presiding Officer

Member

Member

Member

Member

Member

Member

ORDEN DE ELECCION DEL FIDEICOMISARIO

Se ordena por la presente una elecci3n que se llevara a cabo el 7 de mayo del 2022 con el prop3sito de:

**Elegir para el Consejo de Administracion del Distrito Escolar Independiente de Lake Dallas
Tres (3) Fideicomisarios para un termino completo de tres (3) afios; un (1) Fideicomisario
paracada posicion; cada posicion designada como Lugar 3, Lugar 4, y Lugar 7.**

Las solicitudes de plaza en la boleta electoral se presentaran antes del 18 de febrero del 2022 a las 5 p.m.

La votaci3n anticipada por comparecencia personal se realizara entre las 8 a.m. y las 5 p.m. del lunes 25 de abril del 2022 al sabado 30 de abril del 2022. La votaci3n anticipada por comparecencia personal tambiense realizara entre las 11 a.m. y las 5 p.m. del domingo 1 de mayo del 2022, y entre las 7 a.m. y las 7 p.m. del lunes 2 de mayo del 2022 y el martes 3 de mayo del 2022.

La ubicaci3n principal de votaci3n adelantada estara localizada en:
Edificio de Elecciones del Condado de Denton, 701 Kimberly Drive, Denton, TX 76208

Los lugares de votaci3n, fechas y horas adicionales seran identificados en el contrato ejecutado con el Administrador de Elecciones del Condado de Denton.

Las solicitudes de boleta por correo postal deberan enviarse a:

Frank Phillips, Secretario de votaci3n adelantada
Elecciones del Condado de Denton
701 Kimberly Drive, Suite AIOI
Denton, TX 76208
Telefono: (940) 349-3200
Fax: (940) 349-3201
Correo electr3nico: elections@dentoncounty.gov

Las solicitudes de votaci3n por correo (ABBM por sus siglas en ingles), pueden ser presentadas por entrega en mano, por correo, por transportista comun o por contrato, por fax o por presentaci3n electr3nica y deben ser recibidas por el secretario de votaci3n anticipada antes del cierre de las actividades del martes 26 de abril del 2022. Si la solicitud se envia por fax o por correo electr3nico, el original debe ser recibido por correo por el secretario de votaci3n anticipada a mas tardar el cuarto dia habil despues de recibir la solicitud enviada por fax o por correo electr3nico.

Las solicitudes de tarjetas postales federales (FPCA por sus siglas en ingles) deben recibirse a mas tardar al cierre del martes 26 de abril del 2022.

Emitido el 14 de febrero del 2022.

Firma del Funcionario Presidente

Miembro

Miembro

Miembro

Miembro

Miembro

Miembro

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 7, 2022 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 7, 2022. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

Election Day – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 4, 2022) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 7, 2022 election will be as follows:

Monday, April 25, 2022 through Saturday, April 30, 2022; 8am – 5pm

Sunday, May 1, 2022; 11am-5pm

Monday, May 2, 2022 through Tuesday, May 3, 2022; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Presiding Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 18, 2022, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator

shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement 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 hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.135
Voter Registration Clerk	\$33.760 - \$51.822
Technology Resources Coordinator	\$59.547
Elections Technician	\$42.000 - \$45.530
Voter Registration Coordinator	\$44.431
Training Coordinator	\$55.650
Election Coordinator	\$38.056

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority’s obligation under the terms of this agreement shall be calculated after the May 7, 2022 election (or runoff election, if applicable). The participating authority’s obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

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Region 10 Education Service Center
Multi-Region Purchasing Cooperative
INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Contracting Entity (CE) shall be responsible for paying any vendors invoices for goods and services purchased by CE through the effective termination date.

Contracting Parties

<hr/> Region 10 Education Service Center Fiscal Agent/Coordinating Entity	<hr/> 057-950 County District Number	
<hr/> Lake Dallas ISD District/Contracting Entity (CE)	<hr/> 061-912 CE County District Number	<hr/> 00305. TX-UNPS CE ID

STATEMENT OF SERVICE'S TO BE PERFORMED

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for CEs located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

MEMBERSHIP:

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formal, competitive requests for proposals (RFP's) to assist CEs with their fiscal budgetary needs. CEs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation, members are required to provide estimated quantities/forecast each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Food for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System and Safety Training (services)
7. Fresh Meats and Produce
8. Fresh Bread
9. Milk-Full Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages

BID PARTICIPATION SELECTIONS for SY 2022-2023

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/CE, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2022, through June 30, 2023.

The R10MRPC formally procures several competitive RFPs (Request For Proposal) on behalf of all participating members. Each CE member is required to complete this Bid Participation Agreement and forecast all planned products if they wish to purchase from any MRPC awarded bid during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, **please place a check mark to the left of each bid listed below that you “plan” to use during the SY 2022-2023.** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, CE members should seriously consider each selected bid as member forecasting of each product planned is required prior to each bid release.

<input checked="" type="checkbox"/>	Full-Line Grocery, NOI/FFS Distributor
<input checked="" type="checkbox"/>	USDA Foods For Further Processing
<input checked="" type="checkbox"/>	Milk: Full-Service Delivery
<input type="checkbox"/>	Fresh Bread
<input checked="" type="checkbox"/>	Ice Cream Novelties
<input checked="" type="checkbox"/>	Beverages - Contained
<input type="checkbox"/>	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

<input type="checkbox"/>	Dispensed Fruit Beverages
<input type="checkbox"/>	Chips & Snacks
<input type="checkbox"/>	Fresh Meats and Produce
<input checked="" type="checkbox"/>	Small Wares
<input type="checkbox"/>	Kitchen Chemicals & Cleaning Supplies
<input type="checkbox"/>	Sanitation Systems & Safety Training

Please attach a complete list of all campus sites that will receive delivery:

1. Campus name
2. Campus Address
3. Campus Phone Number
4. Campus County



1400 Atwater Drive Malvern, PA 19355

Customer: **Order Form Details:**

Lake Dallas Independent School District
104 Swisher Road
Lake Dallas, Texas, 75065
United States

Contact: Amanda Forman
Title: SPED Director
Phone: 8173661512
Email: aforman@ldisd.net

Pricing Expiration: 2/18/2022
Quote Currency: USD
Account Manager: Trey Valdez

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Frequency: Annual
Sale Type: New
Initial Term: 7/01/2022 – 8/31/2023

Pricing Overview **Amount**

One-Time Fees	\$18,750.00
Annual Recurring Fees	\$38,424.00
(Initial Term Prorated Fees)	\$6,526.82

One-Time Fees Itemized Description **Quantity** **Amount (each)** **Amount**

Frontline Implementation	1	\$18,750.00	\$18,750.00
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Annual Recurring Fees Itemized Description **Start Date** **End Date** **Amount**

(IEP Program Management, unlimited usage for internal employees Prorated Term)	7/01/2022	8/31/2022	\$4,468.58
(504 Program Management, unlimited usage for internal employees Prorated Term)	7/01/2022	8/31/2022	\$723.28
(RTI/MTSS Program Management, unlimited usage for internal employees Prorated Term)	7/01/2022	8/31/2022	\$1,334.96
IEP Program Management, unlimited usage for internal employees	9/01/2022	8/31/2023	\$26,307.00
504 Program Management, unlimited usage for internal employees	9/01/2022	8/31/2023	\$4,258.00
RTI/MTSS Program Management, unlimited usage for internal employees	9/01/2022	8/31/2023	\$7,859.00



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Additional Order Form Information

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

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Invoicing Schedule	Due Date	Amount
Invoice: One Time	Upon Signing	\$18,750.00 + applicable sales tax
Frontline Implementation		\$18,750.00
Invoice: Prorated	7/31/2022	\$6,526.82 + applicable sales tax
IEP Program Management, unlimited usage for internal employees		\$4,468.58
504 Program Management, unlimited usage for internal employees		\$723.28
RTI/MTSS Program Management, unlimited usage for internal employees		\$1,334.96
Invoice: Annual	10/01/2022	\$38,424.00 + applicable sales tax
IEP Program Management, unlimited usage for internal employees		\$26,307.00
504 Program Management, unlimited usage for internal employees		\$4,258.00
RTI/MTSS Program Management, unlimited usage for internal employees		\$7,859.00

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1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline" or "Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u></p> <p>Email: <u>billing@frontlineed.com</u></p> <p>Date: _____</p>	<p>Lake Dallas Independent School District</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: <u>104 Swisher Road</u> <u>Lake Dallas, Texas 75065</u></p> <p>Email: _____</p> <p>Date: _____</p>
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Attached: *Terms and Conditions*
Exhibit A

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions of this Agreement, Frontline grants Client, during the Term, a non-exclusive, non-transferable right to access and use the Software (or license to install and use the Software), and the technical manuals, instructions, training materials, and other documentation that accompany the Software, as amended from time-to-time (collectively, the "Documentation") solely for internal use by its then-current employees, contractors, agents, representatives, and where applicable, by any agency listed in the Order Form (each, an "Agency") and its employees, contractors, agents, and representatives, and other end users authorized to use the Software on Client's behalf (collectively, "Authorized Users") in the ordinary course of Client's, or such Agency's, business. Frontline further grants Client the right, during the Term, to make a reasonable number of copies of any applicable Documentation solely for Client's internal business purposes.

1.2. Services. Frontline agrees to use commercially reasonable effort to provide the Services in accordance with the applicable Order Forms or Statements of Work and any then-current Frontline policies.

1.3. Restrictions. Client shall not, directly or indirectly, and Client shall require all Authorized Users to not, (a) except as expressly allowed in this Agreement, transfer, assign, export, or sublicense the Software or any work product, deliverables, or other materials provided by Frontline in connection with the Services or otherwise (collectively, "Work Product"), or its rights or licenses, to any other person, organization, or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software; (b) modify or create any derivative version of the Software or Work Product; (c) remove or modify any marking or notice on or displayed through the Software, Work Product, or Documentation, including those related to Frontline's or its suppliers' proprietary rights; (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce to human-readable form the Software or Work Product; (e) use the Software, Work Product, or Documentation to create a competitive product; or (f) use the Software in a manner that circumvents or interferes with the operation of the technological measures that control access to the Software. Without limiting the foregoing, Client may not sublicense, outsource, or otherwise grant access to the Software to any third-party vendor without Frontline's prior written consent, including any third-party host of the Software for Client. Frontline has the right (but not the obligation) to monitor Client's and its Authorized Users' use of the Software to confirm their compliance with the terms of this Agreement.

1.4. Proprietary Rights. All rights, title, and interest to the Software, Work Product, and Documentation are expressly reserved and retained by Frontline or its suppliers, including any service, program or other application that is designed to integrate and be used with the Software, whether or not owned by Frontline, and all improvements, modifications, derivative works, and intellectual property rights in any of the foregoing. Nothing in this Agreement conveys title to, or ownership of, the Software, Work Product, or Documentation to Client. Except for the rights and licenses expressly granted in this Agreement, Frontline grants no other rights or licenses, whether by implication, estoppel, or otherwise.

1.5. Authorized Users. The total number of Authorized Users is limited to the numerical or category limitations, if any, stated in the applicable Order Forms. Client agrees that, depending on the specific Software provided by Frontline to Client or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Client shall ensure that Authorized Users comply with the terms and conditions of this Agreement. Client is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Client's Authorized Users in connection with use of the Software. Client is solely responsible for all activities that occur as a result of the use of individual usernames and passwords. Client will notify Frontline promptly of any unauthorized use of usernames and passwords or any other breach of security known to Client. Client will not authorize, enable, or permit access to or use of the Software by any individual or entity (including other school districts) other than an Authorized User.

1.6. Software Administrator; Maintenance Windows. Unless expressly agreed otherwise by the parties, at all times Client must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Client's Software Administrator ceases to serve as such, Client shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Client's expense. Frontline shall provide Client with assistance regarding the use of the Software during Frontline's normal business hours (Eastern Time), Monday through Friday. Such assistance shall be provided only to Client's Software Administrator. Frontline may perform system maintenance or software updates periodically upon advanced notice to Client. Frontline shall make commercially reasonable efforts to provide 24 hours advance notice to Client in the event of any scheduled maintenance or otherwise reasonably foreseeable downtime. However, due to exigent circumstances, Frontline may,

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at times, need to perform maintenance without the ability to provide advance notice.

1.7. Client Content. The Software may enable Client and its Authorized Users to upload, link to, transmit, or otherwise provide text, files, images, graphics, illustrations, information, data (including personally identifiable information (“PII”) and personal health information (“PHI”), as those terms are defined in applicable laws, (collectively “Personal Data”), audio, video, photographs and other content and material in any format (collectively, the “Client Content”) into the Software. To the extent applicable, Frontline also agrees to the provisions of the Data Privacy Addendum attached as Exhibit A. Client grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of, and otherwise use the Client Content for the purpose of providing the Software and Services to Client and its Authorized Users, and otherwise performing Frontline’s obligations and exercising its rights under this Agreement. Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Content. Frontline will act as a data processor, and will act on Client’s instruction, as specified in the Order Form, concerning the treatment of Personal Data provided in connection with the Software and Services. Client shall provide all notices and obtain all consents (including consent of any parent or guardian for any minor if needed) required for Client’s use of the Software and receipt of the Services, and Frontline’s provision of the Software and Services, including those related to the collection, use, storage, processing, transfer, and disclosure of Personal Data. Client agrees that it must properly enter data, information, and other Client Content and configure settings within the Software for the Software to operate properly. Client shall verify the accuracy of the Client Content and any forms, workflow, or configuration settings entered in the Software. Frontline shall not have any liability arising from the inaccuracy, scoring, completeness, legality, use of, or reliance on the Client Content. Client assumes the sole responsibility for the selection of the Software and Services to achieve Client’s intended results, the use of the Software and Services, and the results attained from such selection and use.

1.8. Client’s Statement Regarding Client Content. Client states that it is the owner of the Client Content (including evaluation frameworks and rubrics uploaded into the Software and any other content or data made available to Frontline), or Client has notified and obtained informed consent from the owner of the Client Content and all other necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), for Client and Frontline to use the Client Content as contemplated under this Agreement, and has taken all other actions that may be necessary to ensure that Client’s and its Authorized Users’ use of the Software and Services, and any related materials provided or produced in connection with such use, complies with all applicable laws and regulations as well as school and district policies.

1.9. Integration. Client may, at Client’s direction and with or without Frontline’s assistance, integrate or otherwise use the Software in connection with certain third-party courseware, training, services, software, and other information and materials of third parties (“Third-party Materials”), and Frontline may make certain Third-party Materials available in connection with the Software. Client acknowledges and agrees that (a) Frontline is authorized to provide or permit access to the Client Content to the third party providers of such Third-party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third-party Materials; (ii) the Client Content provided in connection with such Third-party Materials, including a third-party’s storage, use, or misuse of the Client Content; or (iii) Client’s uninterrupted access to Third-party Materials. Client understands that the use of the Software may involve the transmission of the Client Content over the Internet and other networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for Client Content that is lost, altered, intercepted, or stored without Client’s authorization during the transmission of any Client Content across networks or parts of networks not owned or operated by Frontline. If Client engages Frontline to assist in Client’s integration or use of the Software with Third-party Materials, Client authorizes Frontline to access and use such Third-party Materials in connection with such assistance and Client states that it has the rights necessary to grant such authorization. Client agrees to be bound by the terms, conditions, and restrictions of the applicable third-party agreements that govern the use of such Third-party Materials.

1.10. Hosting. Unless an Order Form explicitly provides that particular Software will be made available by Frontline for download and installation on Client’s computers, the Software will be hosted by an authorized subcontractor (the “Hosting Service Provider”) that has been engaged by Frontline and shall only be accessed by Client from its computers and devices via websites of Frontline. The Hosting Service Provider is an independent third party not controlled by Frontline.

1.11. Client Responsibilities. Client agrees that (a) Client shall have sole responsibility for administering access security to the Software for its Authorized Users; (b) Client shall review any output resulting from its use of the Software and confirm that such output is correct; and (c) if Client uses the Software for reimbursement or payment from Medicaid or other government agencies, Frontline shall have no responsibility, and Client shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Software, or the results derived therefrom, will meet Client’s requirements, or that the operation of the Software will be uninterrupted or error-free. Client is solely responsible for obtaining and maintaining, at its own expense, all its own hardware, software, and services needed to access and use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Client shall provide

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Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations, and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

1.12. **FERPA Designation.** *If an Order Form is for Software for which Frontline accesses, stores, or otherwise processes student PII or PHI, Client designates Frontline as a "School Official" with "Legitimate Educational Interests" (as those terms are defined under the Family Educational Rights and Privacy Act of 1974 ("FERPA")) in such PII and PHI for purposes of providing the Software to Client, and Frontline agrees to abide by the limitations and requirements imposed by FERPA on School Officials. Client acknowledges that: (i) the Software and Services are services or functions for which Client would otherwise use Client's own employees; (ii) Frontline is under Client's direct control with respect to Frontline's access to and use of PII and PHI; and (iii) Frontline is subject to the requirements of 34 C.F.R. 99.33(a) with respect to Frontline's access to and use of PII and PHI.*

2. Invoicing and Payment

2.1. **Invoicing.** All fees and charges will be stated in the applicable Order Forms and Statements of Work. If applicable, the Startup Cost stated on the Order Form will be invoiced to Client by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation of the Software will be completed within 548 days after signing. The Annual Subscription stated on the Order Form will be invoiced to Client by Frontline based on the Subscription Start Date stated in the Order Form unless otherwise stated in the Order Form. If no Subscription Start Date is stated in the Order Form, the Subscription Start Date shall be defined as 30 days after Client's signature of the applicable Order Form. Except as otherwise provided in the applicable Order Form, Frontline shall invoice Client in U.S. Dollars via check or ACH.

2.2. **Payment.** All payments and late payments for goods and services shall be governed by the State of Texas Government Code, Subtitle F, Chapter 2251. Client and Frontline mutually agree to work in good faith to resolve contested invoices if at all possible, within 60 days of receipt of the notice of dispute and that payment of the disputed amount only is not due while a bona fide dispute is pending. For the avoidance of doubt, payment for amounts not in dispute shall be paid in accordance with this Agreement. Frontline agrees to the renewal rates included in an applicable Order Form. All payments and penalties for late payments for goods and services shall be governed by the State of Texas Government Code, Subtitle F, Chapter 2251. Client and Frontline hereby mutually agrees to work in good faith to resolve contested invoices if at all possible within 60 days of receipt of the notice of dispute and that payment of the disputed amount only is not due while a bona fide dispute is pending. For the avoidance of doubt, payment for amounts not in dispute shall be paid in accordance with this Agreement. Frontline agrees to the renewal rates included in an applicable Order Form.

3. Warranties and Disclosures

3.1. **Mutual.** Each party states that such party's execution, delivery, and performance of this Agreement (a) has been authorized by all necessary action of the governing body of the party; (b) do not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any agreement to which the party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Client states on behalf of itself and all of its Authorized Users that it has the full legal right to provide the Client Content and that the Client Content will not (a) infringe, misappropriate, or violate any intellectual property, privacy, publicity, or personality rights of any person or entity including as a result of failure to obtain consent to provide Personal Data or other private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. **Software and Services Warranties.** Frontline states that (a) the Software will perform in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranties will not apply to any non-conformance of the Software, Work Product, or Services due to (A) Client's failure to permit the installation or implementation of any update, upgrade, or release provided by Frontline, (B) Client's negligence, abuse, misapplication, or misuse of the Software (including Client's failure to operate the Software in accordance with Documentation), (C) Client's modification of the Software not approved in writing by Frontline, or (D) Client's use or operation of the Software with any technology (including any software, hardware, firmware, system, or network) not approved in writing by Frontline. In the event of any breach of the foregoing warranties, reported to and verified by Frontline, Frontline will use all commercially reasonable efforts to correct such non-conformance. Client's sole remedy for Frontline's breach of any of the foregoing warranties is limited to the replacement, repair, or refund of defective Software or Work Product or re-performance of the affected Services. Notwithstanding the foregoing, any Third-party Materials shall be subject only to the terms and any warranties provided by the applicable third party and not to any of the foregoing warranties.

3.3. **Disclaimers.** *Except as expressly provided in Section 3.3, to the maximum extent permitted by applicable law, Frontline and its suppliers expressly disclaim all warranties, whether express, implied, or statutory, as to any aspect of the Software, Work Product, Services, or other materials provided by Frontline, including warranties of merchantability and fitness for a particular purpose. Frontline and its*

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suppliers do not warrant that the Software, Work Product, Services, or other materials provided by Frontline will be uninterrupted or error-free; nor does Frontline make any warranty as to the results that may be obtained from use of the Software, Work Product, Services, or other materials provided by Frontline.

4. Confidential Information Privacy

4.1. Confidential Information. During the Term and for two years thereafter, each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any written information that is marked or otherwise indicated as confidential or proprietary, or, in the case of information that is disclosed orally or written information that is not so marked, by notifying the other party in writing of the proprietary and confidential nature of the information within 10 days after disclosure. Notwithstanding the foregoing, (a) Confidential Information of Frontline includes the Software, Documentation, Services, Work Product, and the terms of this Agreement; and (b) Confidential Information of Client includes Personal Data contained within any Client Content. Confidential Information does not include information which (a) was known to the receiving party free from any duty or obligation of confidentiality or generally in the public domain before disclosure; (b) becomes generally part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing party; or (d) was independently developed by the receiving party without use of or reference to Confidential Information. Aggregated data that does not contain Personal Data generated by Frontline or its suppliers in connection with Client's and its Authorized Users' use of the Software and Services will be the Confidential Information and property of Frontline. The receiving party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the receiving party notifies the disclosing party, provides it with an opportunity to object, and uses reasonable efforts (at the expense of the disclosing party) to cooperate with the disclosing party in limiting disclosure.

Notwithstanding any provisions of this Agreement to the contrary, Frontline understands that Client is subject to and will comply with the Texas Public Information Act (Chapter 552, Tex. Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. Any part of this Agreement that is of a confidential or proprietary nature must be clearly and prominently marked as such by Frontline. If a Public Information Act request is made for Frontline's confidential or proprietary information, Client will notify Frontline and Attorney General as required by law. In the event Frontline has possession or control of Client's information or data that is requested under the Public Information Act, Frontline shall provide the information to the Client no later than five business days after receipt of a request from Client for such information.

4.2. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Personal Data submitted by Client into the Software or otherwise provided to Frontline. Client understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Feedback

If Client provides Frontline with any comments, bug reports, feedback, or suggestions related to the Software, Work Product, Services, or Documentation ("Feedback"), Client hereby assigns to Frontline all of Client's rights in such Feedback and agrees that Frontline shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate.

6. Indemnification.

Only to the extent permitted by the Texas Constitution, Client shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Client of this Agreement, including failure to obtain consent to provide Personal Data.

Frontline will indemnify and defend Client from and against any third party claim that the Software or the Documentation (each in the form provided by Frontline) infringes the United States intellectual property rights of any other person; provided, that such indemnification obligations will not extend to any infringement claim to the extent based on (i) the combination of the Software with any technology (including any software, hardware, firmware, system or network) not provided by Frontline or approved in writing by Frontline for use with the Software, (ii) the failure of Client to implement any update provided by Frontline, (iii) the continued use of the alleged infringing item after Frontline's notice to Client of such activity's alleged or actual infringement, (iv) any deliverable developed by Frontline in compliance with any specifications required by Client (to the extent that the infringement is due to the compliance with such specifications), (v) any Client data or other content or materials (regardless of form or medium) provided by Client, or (vi) Client's use of the Software in violation of Section 1 of this Agreement. If Client's use of the Software or Documentation is, or, in Frontline's opinion, is likely to be, enjoined due to any such infringement, then Frontline, at its sole option and expense,

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may, in addition to its indemnification obligations under this Section 5, do one or more of the following: (x) obtain for Client the right to continue using the alleged infringing item as otherwise provided in this Agreement; (y) replace or modify the alleged infringing item so that it is no longer infringing, and require Client to implement such replaced or modified item; or (z) terminate this Agreement upon notice to Client and refund to Client any pre-paid Recurring Fees attributable to periods following the effective date of such termination (calculated on a pro-rata basis)).

7. Limitations of Liability.

Other than the fees, charges and expenses payable under this Agreement, to the maximum extent permitted by applicable law, in no event shall either party (and in the case of Frontline, its suppliers) be liable to the other party or any third party for indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including lost profits) arising from or relating to this Agreement or the use or non-use of the Software, Work Product, or Services. Notwithstanding anything in this Agreement to the contrary, to the maximum extent permitted by applicable law, in no event shall Frontline's (or its suppliers') total liability arising from or relating to this Agreement, whether based on warranty, contract, tort (including negligence), product liability, or otherwise, exceed two times the total amounts paid to Frontline during the twelve months immediately preceding the events giving rise to such claims. Each party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable under this Agreement reflect these disclaimers and limitations.

8. Term and Termination.

8.1. Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, continue until such time that there are no valid Order Forms in effect (the "Term"). The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date listed in such Order Form and (b) continue for five years or such other period as provided in such Order Form (the "Order Form Initial Term").

8.2. Termination for Material Default or Cause. In the event of a material default by Frontline, Client shall have the right to terminate in whole or in part, for cause, if Frontline does not cure such breach within 30 days after written notice of such breach. Frontline may terminate this Agreement in the event that the Client materially breaches this Agreement and the Client does not cure such breach within 30 days after written notice of such breach.

8.3. Termination for Convenience. Either Frontline or Client shall have the right to terminate this Agreement for convenience, after 6/30/2021, by providing the other Party sixty (60) day written notice. Client will be entitled to reimbursement of any invoice paid in advance prorated for any cost incurred by Frontline up to the date of termination.

8.4. Non-appropriation Clause. This Agreement is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Client or otherwise not made available to the Client. The Client's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any Work Product delivered but unpaid shall be returned to Frontline. Client shall provide Frontline written notice of the failure of the Client to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the Client to pay its obligations.

8.5. Termination. Upon notice of termination, all outstanding invoices shall become immediately due and payable. Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and does not cure such breach within 30 days after its receipt of written notice of such breach.

8.6. Effects of Termination. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statement of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the rights and licenses granted to Client under Section 1.1 will terminate automatically and Client (a) shall immediately cease using the Software, Work Product, and Documentation; (b) shall immediately and permanently delete all components of the Software and Work Product (including, for clarity, all ancillary components such as an associated SQL database) from all computers and devices (including all laptops, notebooks, workstations, servers, memory, or storage devices, etc.) in Client's possession or under Client's control, such that the Software and Work Product will not be available to any person after the date of termination or expiration unless read-only access has been elected in Order Form; and (c) for a period of 60 days, may request a copy of the Client Content

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that is in Frontline's possession in a readily accessible format. After the 30-day period, Frontline may, unless legally prohibited, delete all of Client's data in its systems or otherwise in its possession or control (except for such data that is contained in routine backups). The following provisions of this Agreement will survive expiration or termination: Sections 1.3, 1.4, 3.3, 4, 5, 6, 7, 8.5, and 10. Frontline may (without limitation of any other rights or remedies) suspend Client's and its Authorized Users' use of the Software in the event that (A) Client is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within 30 days following written notice to Client), (B) Client has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or any of its clients' systems or data provided that Frontline gives Client advance written notice of the suspension of not less than one business day and that the suspension is no longer than 10 business days at a time and less than 30 business days in any calendar year. Any such suspension will not constitute a termination of this Agreement.

9. District Ordering.

Any other school district in the same state as Client ("School District") may also purchase from Frontline a license or subscription to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Client under this Agreement (excluding Client's Order Forms and Statements of Work). Each School District will be separately liable for payment for such Software and Services and its compliance with this Agreement, and neither Client nor School District will be liable for the acts, omissions, or obligations of any other School District under this Agreement. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to this Agreement. By so doing, the School District agrees to be bound by this Agreement and for purposes of its order is considered "Client" as that term is used in this Agreement. In the event that Client and Frontline amend this Agreement (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to this Agreement upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

10. General.

10.1. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law.

10.2. Jurisdiction; Venue. The obligations of the parties to this Agreement shall be performable in the County in which the Client's main administrative office is located and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in the State Courts of said County.

10.3. Independent Contractors. Frontline and Client are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever.

10.4. Assignment. Neither party may sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without the other party's prior written consent; except that either Party may assign this Agreement to: (a) its affiliates, or (b) any successor entity in the event of a transfer of all or substantially all of its assets or stock, merger spin-off, consolidation, reorganization or other business combination or change of control. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party.

10.5. Conflicts of Interest. Pursuant to Texas Local Government Code Chapter 176, the law requires a conflict of interest disclosure. Frontline agrees to complete a conflict of interest questionnaire regardless of whether or not a conflict of interest exists. Frontline agrees to file a completed Conflict of Interest Questionnaire as required by law within seven business days after Frontline becomes aware that conflict of interest exists. If Client learns that Frontline did not properly disclose, Client may terminate this Agreement with Frontline.

10.6. Publicity. Neither party shall advertise or publish, without the other part's prior consent, the fact that the Client has entered into this Agreement with Frontline.

10.7. Insurance Frontline will provide Client with copies of certificates of insurance, naming Client as additional insured for Texas Workers Compensation and General Liability Insurance, prior to the commencement of any work under this Agreement. Certificates of Insurance, name and address of Frontline, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Client prior to commencement of any work under this Agreement. The insurance company insuring Frontline shall be licensed in the State of Texas and shall be acceptable to Client. Frontline shall give Client a minimum of 10 days' notice prior to any modifications or cancellation of said policies of insurance, to the extent such modifications or cancellations result in a reduction of

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coverage. Frontline shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below. Frontline shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. These requirements do not establish limits of Frontline's liability. All policies of insurance shall waive all rights of subrogation against Client and Client's officers, employees and agents. Upon request, certified copies of original insurance policies shall be furnished to Client. Client shall be named as an "additional insured" on insurance policies.

- Auto Liability. If Frontline will be on Client property with a vehicle or equipment, Frontline must comply with all Texas Department of Public Safety requirements for auto liability insurance requirements and must be able to prove coverage upon request.
- State Certificate of Insurance. Prior to providing services under the Agreement, Frontline shall provide Client with a completed Certificate of Insurance Form providing the below listed:
 - Waiver of Subrogation Endorsement. Waiver of Subrogation Endorsement in favor of the Client shall be a part of each policy for coverage listed. The Client will allow deductible policies. Frontline shall pay the deductible amount. Such coverage shall remain in effect during the full term of service.
 - Proof of Insurance. For the duration of this Contract, Frontline shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with this project.
 - Workers' Compensation as required by law.
 - Comprehensive Liability with Bodily Injury Limits of \$500,000 for each accident and \$1,000,000 for the aggregate. It shall include Property Damage Liability Insurance with limits of \$100,000 for each accident and \$1,000,000 for the aggregate.
 - Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of Frontline, with combined single limit of \$500,000.

10.8. Additional Insured. A certificate of insurance for each of the above policies shall be delivered to the Client before providing services under the Agreement. At any time during the term of the Agreement or any renewals thereto, the Certificate of Insurance lapses, Frontline shall provide to the Client an updated certificate within 30 days of policy.

10.9. Audit. Not more than once per calendar year, the Client, upon five days written notice, shall have the right to audit all of Frontline's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to the Client in connection with Frontline's work for the Client and shall be open to inspection and subject to audit or reproduction by the Client or its authorized representatives to the extent necessary to adequately permit evaluation and verification of: (a) Frontline's compliance with this Agreement and the requirements of the solicitation, (b) compliance with the Client procurement policies and procedures provided to Frontline in writing, (c) compliance with provisions for computing billings to the Client, or (d) any other matters related to this Agreement.

10.10. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, or (b) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed on the signature page of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

10.11. Force Majeure. Notwithstanding anything to the contrary in this Agreement, except for Client's obligations to pay amounts due under this Agreement, neither party will be deemed to be in default of any provision of this Agreement for any unforeseen delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, or act of any other person not under the control of such party.

10.12. Amendment. This Agreement may be amended only by written agreement of the parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void.

10.13. No Waiver. The waiver or failure of either party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.

10.14. Severability. If any provision of this Agreement is held invalid, illegal, or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed.

10.15. Construction. This Agreement does not confer any rights or remedies upon any person other than the parties, except Frontline's suppliers. When used, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."

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10.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

DATA PRIVACY AGREEMENT (DPA)
FOR TEXAS K-12 INSTITUTIONS

Lake Dallas Independent School District 01/26/2022

LEA NAME [Box 1] DATE [Box 2]

and

Frontline Technologies Group LLC

d/b/a Frontline Education 01/26/2022

OPERATOR NAME [Box 3] DATE [Box 4]

Background and Instructions

History of Agreement- This agreement has been drafted by the Texas Student Privacy Alliance (TXSPA). The Alliance is a collaborative group of Texas school districts that share common concerns around student and data privacy. The Texas K-12 CTO Council is the organization that sponsors the TXSPA and the TXSPA is the Texas affiliate of the national Student Data Privacy Consortium (SDPC). The SDPC works with other state alliances by helping establish common data privacy agreements unique to the jurisdiction of each state. This Texas agreement was drafted specifically for K-12 education institutions and included broad stakeholder input from Texas school districts, statewide associations such as TASB, TASA, and TASBO, and the Texas Education Agency. The purpose of this agreement is to set standards of both practice and expectations around data privacy such that all parties involved have a common understanding of expectations. This agreement also provides a mechanism (Exhibit E- General Offer of Terms) that would allow an Operator to extend the ability of other Texas school districts to be covered under the terms of the agreement should an Operator sign Exhibit E. This mechanism is intended to create efficiencies for both Operators and LEAs and generally enhance privacy practices and expectations for K-12 institutions and for companies providing services to K-12 institutions.

Instructions for Operators: This agreement is intended to be provided to an Operator from a LEA. The Operator should fully read the agreement and is requested to complete the below areas of the agreement. Once the Operator accepts the terms of the agreement, the Operator should wet sign the agreement and return it to the LEA. Once the LEA signs the agreement, the LEA should provide a signed copy of the agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 3	Official Name of Operator
Cover Page	Box # 4	Date Signed by Operator
Recitals	Box #5	Contract Title for Service Agreement
Recitals	Box #6	Date of Service Agreement
Article 7	Boxes #7-10	Operator’s designated representative
Signature Page	Boxes #15-19	Authorized Operator’s representative signature
Exhibit A	Box #25	Description of services provided
Exhibit B	All Applicable Boxes	<ul style="list-style-type: none"> • Operator notates if data is collected to provide the described services. • Defines the schedule of data required for the Operator to provide the services outlined in Exhibit A
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA

Exhibit E	All Applicable Boxes	(Optional Exhibit): Operator may, by signing the Form of General Offer of Privacy Terms (General Offer, attached as <u>Exhibit E</u>), be bound by the terms of this DPA to any other Subscribing LEA who signs the acceptance in said Exhibit.
Exhibit F	Boxes # 25-29	A list of all Subprocessors used by the Operator to perform functions pursuant to the Service Agreement, list security programs and measures, list Operator's security measures

Instructions for LEA and/or Subscribing LEA: This agreement is intended to be provided to an Operator from a LEA. Upon receiving an executed agreement from an Operator, the LEA should fully review the agreement and if agreeable, should have an authorized LEA contact wet sign the agreement. Once signed by both the Operator and LEA, the LEA should send a copy of the signed agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 1	Official Name of LEA
Cover Page	Box #2	Date Signed by LEA
Article 7	Boxes #11-14	LEA's designated representative
Signature Page	Boxes #20-24	Authorized LEA representative's signature
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA
Exhibit E	All Applicable Boxes	(Optional Exhibit) Only to be completed by a Subscribing LEA

RECITALS

WHEREAS, the Operator has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) according to a contract titled **Master Services Agreement**

[Box 5]

and dated January 26, 2022 (the “Service Agreement”), and

[Box 6]

WHEREAS, in order to provide the Services described in the Service Agreement, the Operator may receive or create and the LEA may provide documents or data that are covered by federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Operator’s Services are also subject to state student privacy laws, including Texas Education Code Chapter 32; and

WHEREAS, the Operator may, by signing the "General Offer of Privacy Terms", agree to allow other LEAs in Texas the opportunity to accept and enjoy the benefits of this DPA for the Services described within, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

Nature of Services Provided. The Operator has agreed to provide digital educational services as outlined in Exhibit A and the Agreement

1. **Purpose of DPA.** For Operator to provide services to the LEA it may become necessary for the LEA to share certain LEA Data. This DPA describes the Parties’ responsibilities to protect Data.
2. **Data to Be Provided.** In order for the Operator to perform the Services described in the Service Agreement, LEA shall provide the categories of data described in the Schedule of Data, attached as Exhibit B.

DPA Definitions. The definitions of terms used in this DPA are found in Exhibit C. In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement will continue to be the property of and under the control of the LEA. The Operator further

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Ownership of Data.** All Data transmitted to the Operator pursuant to the Service Agreement is and acknowledges and agrees that all copies of such Data transmitted to the Operator, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Data contemplated per the Service Agreement shall remain the exclusive property of the LEA.
- 2. Operator Materials.** Operator retains all right, title and interest in and to any and all of Operator's software, materials, tools, forms, documentation, training and implementation materials and intellectual property ("Operator Materials"). Operator grants to the LEA a personal, nonexclusive license to use the Operator Materials for its own non-commercial, incidental use as set forth in the Service Agreement. Operator represents that it has all intellectual property rights necessary to enter into and perform its obligations in this DPA and the Service Agreement, warrants to the District that the District will have use of any intellectual property contemplated by the Service Agreement free and clear of claims of any nature by any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims.
- 3. Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Operator shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the LEA's request for Data in a pupil's records held by the Operator to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Operator to review any of the Data accessed pursuant to the Services, the Operator shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 4. Data Portability.** Operator shall, at the request of the LEA, make Data available including Pupil Generated Content in a readily accessible format.
- 5. Third Party Request.** Should a Third Party, including law enforcement or a government entity, contact Operator with a request for data held by the Operator pursuant to the Services, the Operator shall immediately (within 1 business day), and to the extent legally permitted, redirect the Third Party to request the data directly from the LEA, notify the LEA of the request, and provide a copy of the request to the LEA. Furthermore, if legally permissible, Operator shall promptly notify the LEA of a subpoena compelling disclosure to a Third Party and provide a copy of the subpoena with sufficient time for the LEA to raise objections to the subpoena. The Operator will not use, disclose, compile, transfer, or sell the Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data and/or any portion thereof. Notwithstanding any provision of this DPA or Service Agreement to the contrary, Operator understands that the LEA is subject to and will comply with the Texas Public Information Act (Chapter 552, Texas Government Code). Operator understands and agrees that information, documentation and other material in connection with the DPA and Service Agreement may be subject to public disclosure.
- 6. No Unauthorized Use.** Operator shall use Data only for the purpose of fulfilling its duties and obligations

under the Service Agreement and will not share Data with or disclose it to any Third Party without the prior written consent of the LEA, except as required by law or to fulfill its duties and obligations under the Service Agreement.

Subprocessors. All Subprocessors used by the Operator to perform functions pursuant to the Service Agreement shall be identified in Exhibit F. Operator shall either (1) enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, such that the Subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this DPA, or (2) indemnify and hold harmless the LEA, its officers, agents, and employees from any and all claims, losses, suits, or liability including attorneys’ fees for damages or costs resulting from the acts or omissions of its Subprocessors. Operator shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this DPA. Subprocessors shall agree to the provisions of the DPA regarding governing law, venue, and jurisdiction.

ARTICLE III: DUTIES OF LEA

- 1. Provide Data In Compliance With State and Federal Law.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRPA, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA as these laws and regulations apply to the contracted services. The LEA shall not be required to provide Data in violation of applicable laws. Operator may not require LEA or users to waive rights under applicable laws in connection with use of the Services.
- 2. Consider Operator as School Official.** The Parties agree that Operator is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records. For purposes of the Service Agreement and this DPA, Operator: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
- 3. Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- 4. Unauthorized Access Notification.** LEA shall notify Operator promptly of any known unauthorized access. LEA will assist Operator in any efforts by Operator to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF OPERATOR

- 1. Privacy Compliance.** Operator may receive Personally Identifiable Information (“PII”) from the District in the course of fulfilling its duties and obligations under the Service Agreement. The Operator shall comply with all applicable State and Federal laws and regulations pertaining to data privacy and security including FERPA, COPPA, PPRPA, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA.
- 2. Employee Obligation.** Operator shall require all employees and agents who have access to Data to comply

with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Operator agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Data pursuant to the Service Agreement.

3. **De-identified Information.** De-identified Information may be used by the Operator only for the purposes of development, product improvement, to demonstrate or market product effectiveness, or research as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Operator agrees not to attempt to re-identify De-identified Information and not to transfer De-identified Information to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Operator shall not copy, reproduce or transmit any De-identified Information or other Data obtained under the Service Agreement except as necessary to fulfill the Service Agreement.

4. **Access To, Return, and Disposition of Data.** Upon written request of LEA, Operator shall dispose of or delete all Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, and transfer said data to LEA or LEA’s designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Operator acknowledges LEA’s obligations regarding retention of governmental data, and shall not destroy Data except as permitted by LEA. Nothing in the Service Agreement shall authorize Operator to maintain Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Data; (2) Data Destruction; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Operator shall provide written notification to LEA when the Data has been disposed of. The duty to dispose of Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Data” FORM, a sample of this form is attached on Exhibit “D”). Upon receipt of a request from the LEA, the Operator will immediately provide the LEA with any specified portion of the Data within five (5) business days of receipt of said request.

5. **Targeted Advertising Prohibition.** Operator is prohibited from using or selling Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Operator; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Operator from generating legitimate personalized learning recommendations.

(di) **Access to Data.** Operator shall make Data in the possession of the Operator available to the LEA within five (5) business days of a request by the LEA.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Operator agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Operator are set forth below. Operator shall further detail its security programs and measures in Exhibit F. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Operator shall secure usernames, passwords, and any other means of gaining access to the Services or to Data, at a level consistent with an industry standard agreed upon by LEA (e.g. suggested by Article 4.3 of NIST 800-63-3). Operator shall only provide access to Data to employees or subprocessors that are performing the Services. Employees with access to Data shall have signed confidentiality agreements regarding said Data. All employees with access to Data shall pass criminal background checks.
 - b. Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Operator shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment.
 - c. Employee Training.** The Operator shall provide periodic security training to those of its employees who operate or have access to the system.
 - d. Security Technology.** When the Services are accessed using a supported web browser, Secure Socket Layer (“SSL”) or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Operator shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
 - f. Security Contact.** Operator shall provide the name and contact information of Operator’s Security Contact on Exhibit F. The LEA may direct security concerns or questions to the Security Contact.
 - g. Periodic Risk Assessment.** Operator shall conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, Operator will provide the LEA an executive summary of the risk assessment or equivalent report and confirmation of remediation.
 - h. Backups.** Operator agrees to maintain backup copies, backed up at least daily, of Data in case of Operator’s system failure or any other unforeseen event resulting in loss of any portion of Data.
 - i. Audits.** Within 30 days of receiving a request from the LEA, and not to exceed one request per year, the LEA may audit the measures outlined in the DPA. The Operator will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Operator and/or delivery of Services to students and/or LEA, and shall provide full access to the Operator’s facilities, staff, agents and LEA’s Data and all records pertaining to the Operator, LEA and delivery of Services to the Operator. Failure to cooperate shall be deemed a material breach of the DPA. The LEA may request an additional audit if a material concern is identified.
 - j.** Operator shall have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of any portion of Data, including PII, and agrees to provide LEA, upon request, an executive summary of the written incident response plan.
- 2. Data Breach.** When Operator reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Operator shall notify the District within 24 hours. The Operator shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Operator will follow direction from the Law Enforcement Agencies involved in the case.

a The security breach notification to the LEA shall be written in plain language, and address the following

1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
2. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and Whether the notification was delayed as a result of a law enforcement investigation.

b Operator agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation

c In the event of a breach or unauthorized disclosure, the Operator shall cooperate fully with the LEA, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Operator will reimburse the LEA in full for all costs incurred by the LEA in investigation and remediation of any Security Breach caused in whole or in part by Operator or Operator's subprocessors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.

d The LEA may immediately terminate the Service Agreement if the LEA determines the Operator has breached a material term of this DPA.

e The Operator's obligations under Section 7 shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

1. **General Offer of Privacy Terms.** Operator may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached as Exhibit E), be bound by the terms of this DPA to any other LEA who signs the acceptance in said Exhibit.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Operator shall be bound by this DPA for the duration of the Service Agreement or so long as the Operator maintains any Data. Notwithstanding the foregoing, Operator agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Operator shall dispose of all of LEA’s Data pursuant to Article IV, section 5.
4. **Priority of Agreements.** This DPA shall govern the treatment of Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes cited in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, terms of service, privacy policy, or other writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

The designated representative for the Operator for this Agreement is:

First Name: Lassaad [Box 7]
Last Name: Fridhi [Box 8]
Operator’s Company Name: Frontline Technologies Group LLC [Box 9]
Title of Representative: Chief Info Security Officer [Box 10]

The designated representative for the LEA for this Agreement is:

First Name: _____ [Box 11]
Last Name: _____ [Box 12]
LEA’s Name: Lake Dallas Independent School District [Box 13]

Title of Representative: _____

[Box 14]

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter and supersedes all prior communications, representations, or agreements, oral or written, by the Parties. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Operator represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data and portion thereof is stored, maintained or used in any way.
10. **Waiver.** Waiver by any party to this DPA of any breach of any provision of this DPA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DPA shall not operate as a waiver of such right. All rights and remedies provided for in this DPA are cumulative. Nothing in this DPA shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the LEA, its trustees, officers, employees, and agents as a result of the execution of this DPA or performance of the functions or obligations described herein.
11. **Assignment.** The Parties may not assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other Party except that either party may assign any of its rights and obligations under this DPA without consent in connection with any merger (including without limitation by operation of law), consolidation, reorganization, or sale of all or substantially all of its related assets or similar transaction. This DPA inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this DATA PRIVACY AGREEMENT FOR TEXAS K-12 INSTITUTIONS as of the last day noted below.

Operator’s Representative:

FRONTLINE TECHNOLOGIES GROUP LLC

dba Frontline Education

BY: _____ [Box 15] Date: _____ [Box 16]

Printed Name: _____ [Box 17] Title/Position: _____ [Box 18]

Address for Notice Purposes: 1400 Atwater Drive, Malvern, PA 19355 [Box 20]

Email: Legal@FrontlineEd.com

LEA’s Representative:

Lake Dallas Independent School District

BY: _____ [Box 20] Date: _____ [Box 21]

Printed Name: _____ [Box 22] Title/Position: _____ [Box 23]

Address for Notice Purposes: 104 Swisher Road, Lake Dallas, Texas 75065 [Box 24]

Email: _____

Note: Electronic signature not permitted.

EXHIBIT “A”

DESCRIPTION OF SERVICES

Description: [Box 25]

- Student Information System

- Enterprise Resource Planning

EXHIBIT “ B”

SCHEDULE OF DATA

Instructions: Operator should identify if LEA data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

- We do not collect LEA Data to provide the described services.
- We do collect LEA Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify: <small>Log file information, browser type, information about mobile device (if applicable) including Google Analytics information.</small>	
Application Use Statistics	Meta data on user interaction with application- Please specify: Action logs, record transaction audit logs, login date/time	X
Assessment	Standardized test scores	X
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	X
	Student class attendance data	X
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
	Date of Birth	X

Demographics	Place of Birth	X
	Gender	X
	Ethnicity or race	X
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	
	Specific curriculum programs	X
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts /health data	X
	Student disability information	X
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	X
	Other indicator information-Please specify:	

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Vendor/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	X
	Student course data	X
	Student course grades/performance scores	X
	Other transcript data -Please specify:	
	Student bus assignment	X
	Student pick up and/or drop off location	X

Transportation	Student bus card ID number	X
	Other transportation data -Please specify:	
Other	<p>Please list each additional data element used, stored or collected through the services defined in Exhibit A</p> <p><small>Background checks, resumes, address, cover letter, education, SSN, experience, certifications, phone numbers, references, previous employment information (some limited medical information may be included based client customization and forms).</small></p>	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

HB 2087: The statutory designation for what is now Texas Education Code Chapter 32 relating to pupil records.

Data: Data shall include, but is not limited to, the following: student data, educational records, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information for the purposes of Texas and Federal laws and regulations. Data as specified in Exhibit B is confirmed to be collected or processed by the Operator pursuant to the Services. Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Operator's services.

De-Identified Information (DII): De-Identified Information is Data subjected to a process by which any Personally Identifiable Information ("PII") is removed or obscured in a way that eliminates the risk of disclosure of the identity of the individual or information about them and cannot be reasonably re-identified.

Data Destruction: Provider shall certify to the District in writing that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, Data, metadata, and user or pupil-generated content obtained by reason of the use of Operator's software, website, service, or app, including mobile apps, whether gathered by Operator or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Data.

Pupil-Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Subscribing LEA: A LEA that was not party to the original Services Agreement and who accepts the Operator's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Operator, who Operator uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Operator's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Texas Student Privacy Alliance: The Texas Student Privacy Alliance (TXSPA) is a collaborative group of Texas school districts that share common concerns around student privacy. The goal of the TXSPA is to set standards of both practice and expectations around student privacy such that all parties involved have a common understanding of expectations. The Texas K-12 CTO Council is the organization that sponsors TXSPA and the TXSPA is the Texas affiliate of the National Student Privacy Consortium.

EXHIBIT "D"

SAMPLE REQUEST FOR RETURN OR DELETION OF DATA

Instructions: This Exhibit is optional and provided as a sample ONLY. It is intended to provide a LEA an example of what could be used to request a return or deletion of data.

_____ directs _____ to
LEA OPERATOR

dispose of return data obtained by Operator pursuant to the terms of the Service Agreement between LEA and Operator. The terms of the Disposition are set forth below:

1. Extent of Return or Disposition

- Return or Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

- Return or Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Return or Disposition

- Disposition shall be by destruction or deletion of data.

- Return shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Timing of Return or Disposition

Data shall be returned or disposed of by the following date:

As soon as commercially practicable

By the following agreed upon date:

4. Signatures

Authorized Representative of LEA

Date:

5. Verification of Disposition of Data

Authorized Representative of Operator

Date:

EXHIBIT “E”

GENERAL OFFER OF PRIVACY TERMS

Instructions: This is an optional Exhibit in which the Operator may, by signing this Exhibit, be bound by the terms of this DPA to any other Subscribing LEAs who sign the acceptance in said Exhibit. The originating LEA SHOULD NOT sign this Exhibit, but should make Exhibit E, if signed by an Operator, readily available to other Texas K-12 institutions through the TXSPA web portal. Should a Subscribing LEA, after signing a separate Service Agreement with Operator, want to accept the General Offer of Terms, the Subscribing LEA should counter-sign the Exhibit E and notify the Operator that the General Offer of Terms have been accepted by a Subscribing LEA.

1. Offer of Terms

Operator offers the same privacy protections found in this DPA between it and

_____ and which is dated _____ to any other LEA (“Subscribing LEA”) who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Operator’s signature shall not necessarily bind Operator to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Operator and the other LEA may also agree to change the data provided by LEA to the Operator to suit the unique needs of the LEA. The Operator may withdraw the General Offer in the event of:

- (1) a material change in the applicable privacy statutes;
- (2) a material change in the services and products listed in the Originating Service Agreement;
- (3) the expiration of three years after the date of Operator’s signature to this Form.

Operator shall notify the Texas Student Privacy Alliance (TXSPA) in the event of any withdrawal so that this information may be may be transmitted to the Alliance’s users.

Operator’s Representative:

BY: _____

Date: _____

Printed Name: Scott Crouch

Title/Position: Vice President

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Operator, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and Operator shall therefore be bound by the same terms of this DPA. The Subscribing LEA, also by its signature below, agrees to notify Operator that it has accepted this General Offer, and that such General Offer is not effective until Operator has received said notification.

Subscribing LEA’s Representative:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

EXHIBIT “F”

DATA SECURITY

1. Operator’s Security Contact Information

Lassaad Fridhi [Box 26]

Named Security Contact

lfridhi@frontlineed.com [Box 27]

Email of Security Contact

617-669-6099 [Box 28]

Phone Number of Security Contact

2. List of Operator’s Subprocessors:

Global Logic [Box 29]

3. Additional Data Security measures

- Frontline Education encrypts data within its production networks using FIPS 140-2 compliant encryption standards. All sensitive data is encrypted at rest across all storage devices using FDE (“Full Disk Encryption”) and all database backups are AES-256 encrypted. [Box 30]
- Frontline Education secures all sensitive data in transit using strong encryption protocols to encrypt all traffic including use of TLS 1.2 protocols, and SHA2 signatures.
- Frontline Education adheres to the principles of least privilege and role-based permissions when provisioning access ensuring workers are only authorized to access data as a requirement of their job function. All production access is reviewed annually, at a minimum.



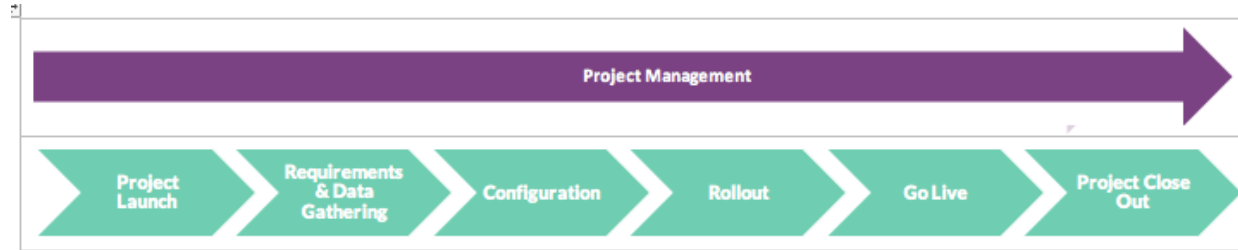
Special Education & Interventions

Standard Project Services

AcceliPLAN/Frontline IEP

Introduction

Frontline Education provides a comprehensive methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management & Training

- Project Kickoff Call
- Training can be provided in several different delivery models to meet districts specific needs and resourcing
- Project Status Monitoring: periodic review of project progress to planned milestones throughout implementation
- Project Close Out

Configuration

System configuration is accomplished within the bounds of existing functionality through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide configuration services to tailor default workflows and validations to your specific needs and provide your project team a head start configuring the system.

Data Imports

During the project, Frontline will import the following data formatted in Frontline's standard templates, where applicable. Consultation will be provided to show how to access and validate this data on an ongoing basis after the initial import.

- **Users Import**
 - Repopulates the application with all user data and permissions.
 - Frontline will provide explanations of permission and role definitions.
 - The district will work with their internal staff and IT team to populate the templates and return them to Frontline.
 - If there are any issues or errors, Frontline will return the files to the district for correction.
 - Credentials will be provided for distribution to users.
 - This file must be completed and provided if any Data Migration is occurring.
- **Locations (Schools and Buildings) Import**
 - Repopulates the application with all schools and their associated data.
 - The district will work with their internal staff and IT team to populate the templates and return them to Frontline.
 - If there are any issues or errors, Frontline will return the files to the district for correction.
 - This file must be completed and provided if any Data Migration is occurring.
- **Student Demographic and Contact Data**
 - If you wish to pre-populate the system with student demographic information and are not setting up a nightly SIS integration, Frontline will provide templates for this data.



- If a SIS Integration is being set-up, the district will need to work with their IT Team to securely send and deliver the data to our secure FTP site nightly.
- The district will be responsible for extracting the data from their SIS.
- This data must be provided if any Data Migration is occurring.

- **Special Education Data Acquisition**
 - Frontline will work with the district to convert as much current data as possible from your legacy Special Education system. Frontline will work with the district to cleanse the data prior to importing.
 - There may be additional data entry required by the district. This will vary depending on the data we are able to import from the legacy system.

- **Document Repository**
 - Frontline will import up to three years of PDF IEP attachments for each student. District is responsible for providing documents to Frontline.
 - Frontline will review the file and communicate with the client.
 - Frontline will import the final user file into the production site.

- **School Calendar**
 - Populates the system with the relevant start/end dates for each school year for compliance as well as marking all holidays.
 - The district will work with their internal staff and IT team to populate the templates and return them to Frontline.
 - If there are any issues or errors, Frontline will return the files to the district for correction.

Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite Training
- Virtual End User Training
- Configuration, Custom Reporting, or Integration services beyond those identified within this Statement of Work
- Services beyond the implementation timeframe and project close out

Schedule

On average, a typical Special Education and Intervention implementation project runs about 10 – 12 weeks.

*Every client is unique, timelines can vary depending on client size, resource availability, and complexity of project. Frontline Education will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent, Director, etc.
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

- System Administrator: e.g. Special Education Director, Supervisor, Secretary etc.
- The “main” contact(s): responsible for day-to-day operations and system configuration decisions. This includes (but is not limited to):
 - Workflow configuration
 - Validation configuration



- Reporting configuration
- User Permissions

IT Department

- Will work with Frontline Education Integration and Implementation teams to:
 - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters. This person is responsible for updating white-list from Frontline
 - Provide technical support in instances where local network/technology configurations impact usage of our solutions

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to and after data import.
- Client project team will attend training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing.



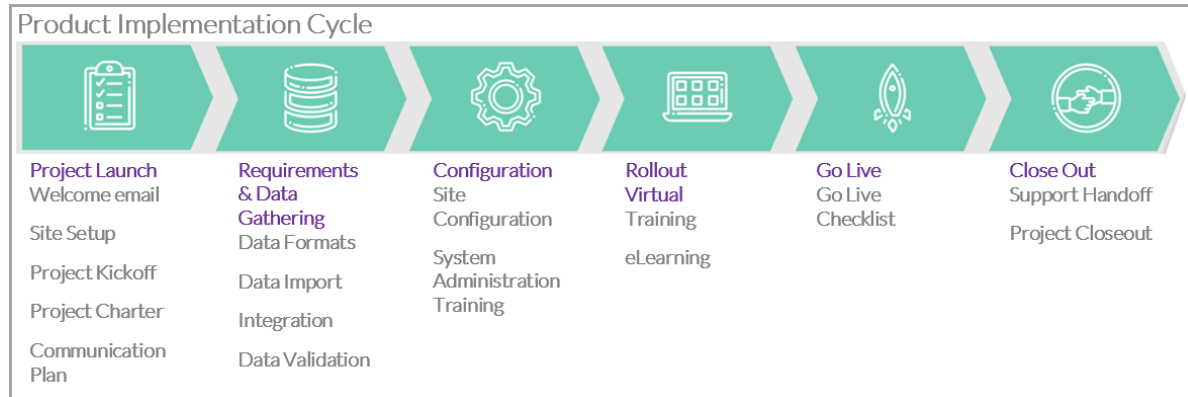


Special Programs Management 504 Plan Management

Standard Project Services

Introduction

Frontline Education provides a comprehensive methodology and expert resources to partner with your project team throughout the implementation of our Special Programs Management - \$504 Plan Management System.



Scope/Deliverables

Project Coordination

- Project Launch: virtual kickoff meeting with Frontline team member to review implementation process and confirm scope
- Requirements and Data Gathering: Client and Frontline teams review data files and templates required, and Client provides accurate data files for import
- Configuration: Frontline assists client with configurable components of the \$504 Plan Management System and imports data files
- Training: Hybrid model including asynchronous e-Learning, blended with live virtual training delivered by a training professional.
- Go Live
- Project Close Out and transfer to Client Support

Configuration

\$504 Plan Management System configuration is accomplished through a combination of established database settings based on client role(s). Frontline Education configuration activities including a System Administration with District System Administrators.

- Our implementation team works with your district team to prepare for your users' experience based on user role(s).
- Your team receives guidance during configuration on managing internal settings.

Data Imports

Frontline works with your district team to import demographic data and other import files following our standard data format and assists your team in the decision-making process regarding the data you wish to include in the \$504 Plan Management System.

- For districts using a non-integrated SIS product, Frontline Education provides data template(s) to the client to pre-populate the system with student demographic information for the purposes of a nightly SIS integration of student, school, and contact data.
- District IT team works with Frontline Education to provide SIS Integration files. The delivery mechanism for these files is our secure FTP site.



- The district will be responsible for extracting the data from their SIS and delivering it to the secure FTP location.
- This data must be provided for any data import to occur.

Training

Training for System Administrators is provided via eLearning and virtual sessions. System administrators will learn how to maintain system and user settings. Documentation and other resources are available via the Learning Center for all users (District System Administrators and End Users).

Additional Services

The following items are outside the standard scope of services and include additional services fees. Each is based on the size, scope, and goals of the district.

- Virtual End User Training
- Train the Trainer
- Custom Configuration, Custom Reporting, or Integration services beyond those identified within this Statement of Work
- Services beyond the implementation timeframe and project close out

“Go Live” (Schedule of Services)

On average, our §504 Plan Management implementation project runs approximately 6-9 weeks from Kickoff. Every client is unique, timelines can vary and may be adjusted depending on client size, resource availability, and complexity of project.

Close Out

Once the project has reached a live status, it is considered complete. Our team will introduce you to the support services available post-implementation to continue to ensure your success with the §504 solution.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent, Director, etc.
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until a purchase decision has been made and scope of work is agreed upon
- Identifies all district players and responsibilities for Frontline Education. Executive Sponsor involvement decreases once responsibilities have been delegated

Project Administrators

- Project Administrator: e.g. 504 Director, 504 Coordinator or other district-identified program contact.
- The “main” contact(s): responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Provides documentation requirements to Frontline Education configuration team
 - Is key leadership position to collaborate on key configuration deliverables.
 - Create/edit/deactivate users
 - Configure system preferences and internal settings
 - Closeout and startup of school year

IT Department

- IT Department works with Frontline Education Integration and Implementation teams to:



- Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters. This person is responsible for updating white list from Frontline Education
- Provide technical support in instances where local network/technology configurations impact usage of our solutions
- Work with District Project Administrators to provide Frontline Education with data files for import and/or automation.

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to and after data import. Timely data validation is critical to keeping the project on track.
- Client project team will attend training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the planned “Go Live” 30 days or more from the original established date, can result in rework and require additional charges and a change order.
- Professional Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup costs are priced with the assumption that implementation will be completed within 120 days after signing.
- All training included and/or purchased with the implementation will be scheduled prior to project close-out.
- Customer has one year from date of Customer’s signature on the Customer Order Form to utilize any Professional Services described in the Order. The Professional Services expire thereafter with no credit or refund due to Customer.



Name: Literacy Lab I-VIII (.5 credit each)

Prerequisite: None (I); II - VIII (respective course in sequence)

Placement in the course is determined by identification of dyslexia and the student's 504 or ARD Committee only.

Description: This course is designed to meet the unique needs of students with dyslexia. It offers individual or small group instruction, with teachers implementing evidenced-based practices for individuals with dyslexia. Lesson components could include, but not limited to, dictionary skills, reading fluency, reading comprehension, spelling, handwriting, written expression, phonological awareness, listening and verbal expression and study skills. Placement in the course is determined by identification of dyslexia and the student's 504 or ARD Committee only.

RESOLUTION
LAKE DALLAS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

WHEREAS, the recent winter storm of 2022 resulted in the closure of schools and facilities in the Lake Dallas Independent School District (Lake Dallas ISD) on February 3 and February 4, 2022, for the safety of students and staff and the community as a whole; and

WHEREAS, Lake Dallas ISD was required and/or advised by local and state authorities, including the Denton County Emergency Management Dept., to close certain schools and facilities; and

WHEREAS, Lake Dallas ISD closed these certain schools and facilities because it must act in the best interests of, and for the health and safety of, its students and staff and community; and

WHEREAS, through circumstances completely beyond their control, Lake Dallas ISD employees were forced to miss work days because the schools were closed; and

WHEREAS, there is a public purpose served and a benefit to Lake Dallas ISD to demonstrate support of its employees, enhance employee morale and support the retention of employees; and

WHEREAS, some Lake Dallas ISD employees' work schedules have been affected by these closures; and

WHEREAS, the Board believes that a public purpose exists for forgiving or excusing the absences of these employees due to this winter weather event; and

WHEREAS, this resolution is not meant to excuse the failure to report to duty on these days by any employees who were instructed by the administration to do so or who were required by contract or job description to report for duty, and who are emergency services personnel or whose presence is necessary to provide for the safety and well-being of the general public; and

WHEREAS, Lake Dallas ISD Board policy DEA (LOCAL) includes provisions for pay to employees who are prevented from working during an emergency closure, and further provides for premium pay, as defined in policy, to nonexempt employees who are required to work during such closure.

Now therefore, be it resolved by the Board that:

1. All the above-referenced paragraphs are incorporated into and made a part of this resolution; and
2. The Board determines that none of the days missed due to school closure during this winter weather event will be made up by Lake Dallas ISD employees through either instruction of students or performance of other duties; and
3. Employees of the District who are prevented from working due to the school closure during the winter weather event shall be paid in accordance with each employee's normal pay rate for the employee's regular duty schedule which falls within the period of school closure; and

4. The Board finds that payments for such days are necessary in the conduct of the public schools as provided by Texas Education Code §45.105 (c); and

5. The Board finds that a public purpose and a benefit to the Lake Dallas ISD exists to excuse and/or forgive the absences by District employees due to school closure during the recent winter weather event; and

6. The Board hereby authorizes the Superintendent of Schools to excuse the days of absence of District employees for school closure necessitated by the winter weather storm, and to pay each employees' normal pay rate for the employee's regular duty schedule for these days; and

Approved this 14th day of February, 2022.

By: _____ Lance Stacy, Board President

Attest: _____ Courtney Tankersley, Board Secretary

11. A Student Health Advisory Council (SHAC) Board Appointed Members



Presenter: Dr. Shorr Heathcote, Chief Administrative Officer

Event: February Board Meeting

Date: February 14, 2022

STUDENT HEALTH ADVISORY COUNCIL (SHAC)

- SHAC is a District-level advisory council authorized by the Board in policy EHAA (LEGAL).
- The SHAC must hold regular meetings and periodically meet with the Board to provide advice and recommendations on the school health program.



MEMBERSHIP

- The Board of Trustees shall annually appoint a minimum of five members to the SHAC.
- The SHAC will consist of no more than 25 members and no less than 10 members; the majority being parents.
- Members may serve three-year terms; multiple terms are permitted.



MEMBERSHIP CRITERIA

- Parents must live within the district and have a currently enrolled student.
 - Parents may not be employees
- The Board may appoint one or more persons from the following:
 - teachers, administrators, district students, health care professionals, business community, law enforcement, senior citizens, clergy, and nonprofit health organizations
- Membership of the SHAC will strive to reflect the geographic, ethnic, gender and economic diversity of the district.
- Ex-officio capacity (non-voting):
 - Superintendent
 - A representative of the Board of Trustees



NEXT STEPS

- **March Board Meeting:**
 - The Board of Trustees shall annually appoint a minimum of five members to the SHAC.
- **October SHAC Meeting:**
 - New members will be installed
 - The chair will be selected from the Board appointed members



Any Questions?



SPECIAL EDUCATION PROGRAM REVIEW



Presenter: Christi Cottongame
Event: February Board Meeting
Date: February 14, 2022

PURPOSE



PURPOSE

1. Gain a greater understanding of the status of special education programs and services within LDISD
1. Identify the strengths of the existing programming
1. Determine what issues need to be addressed to enhance current programming
1. Evaluate the impact of current programming on student outcomes.



REVIEW



REVIEW

- Multistep process
- Multidisciplinary team
- November 1st - December 16th



DISTRICT INFORMATION



DISTRICT INFORMATION

- 500 (12%) students in Special Education
- LDISD “has a dynamic special education program” that “offers a full continuum of services”
 - Resource, Content Mastery, Inclusion, and ALE offered at all campuses
 - Centralized specialized programs to serve low incidence populations



FINDINGS



FINDINGS

- Each campus is “well staffed” with special education teachers and paraprofessionals to meet the needs of students.
- Special education teachers are dedicated to their students and demonstrate high expectations
- Campus administrators are willing to implement changes to improve the education program



FINDINGS

- IEP Management system is “outdated and no longer supported by the company”
- Need for increased communication from the Special Programs Department
- Robust continuum of services
- Lack of alignment or continuity of services



FINDINGS

- The purpose of removal from general education is not clearly defined
- Absence of uniform policies and procedures for behavior programming (ALE)
- Inadequate professional development provided for inclusion or co-teach prior to implementation.



RECOMMENDATIONS



RECOMMENDATIONS

- Review processes and alignment of services, providing opportunities for input from various stakeholders
- Replace antiquated IEP management system and provide robust training for implementation
- Increase communication (in various modalities) from Special Programs Department
- Establish data driven process for resource room placement



RECOMMENDATIONS

- Develop uniform practices and procedures outlining campus behavioral and instructional supports and provide professional development for the implementation of evidenced-based practices
- Develop guidelines and procedures outlining the placement in ALE, structure of ALE program, and access to the general education setting
- Provide opportunities where all Special Education teachers can meet as Professional Learning Communities (PLC) to plan for their students with unique needs



RECOMMENDATIONS

- Targeted professional development for all educators regarding behavioral and instructional strategies
- Additional training and job embedded coaching regarding inclusion and co-teaching practices
- Establish well-defined procedures for the use of the Learning Lab
- Clearly define the purpose of “pull-out” time (removal to special education setting)



NEXT STEPS



CONNECT

COMMITTEE

CELEBRATE

CALIBRATE

CONTINUE

CREATE

COMMUNICATE

CULTIVATE

CELEBRATE

Any Questions?





LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

Small School Atmosphere, Big School Opportunities



Special Education Program Review

Lake Dallas ISD

January 2022



Introduction

The Special Programs Department in Education Service Center Region 11's Instructional Service Division sincerely thanks the Lake Dallas ISD school board for the opportunity to partner with the district to conduct this program review. The program review team appreciates the time and information that the teachers, campus administrators, and special education personnel provided during this process since their feedback provided our team with the information needed for a thorough review. Also, our thanks go out to the office personnel who provided workspace and assisted the team in navigating each campus.

During the program review process, LDISD's school board approved the promotion of Amanda Forman to the position of Director of Special Programs. The ESC Region 11 program review team coordinated the campus observations, interviews, and teacher surveys with Ms. Forman.

Educating all students in appropriate learning environments is essential to providing quality instruction and affecting exemplary student achievement. Independent program reviews provide objective insights into program effectiveness and identify areas that need strengthening as well as those that are performing well in the district.

ESC Region 11 conducted a special education program review for Lake Dallas ISD during the Fall 2021 semester. The overall focus of this review was to (1) gain a greater understanding of the status of special education programs and services within the district, (2) identify the strengths of the existing programming, (3) determine what issues need to be addressed to enhance current programming, and (4) evaluate the impact of current programming on student outcomes. The review process consisted of a multi-step approach designed to engage the school district's leadership team and special education personnel with guided and focused discussions that will enable effective short- and long-range planning to occur while recognizing and addressing the following areas:

- The continuity and alignment of special education services between campuses
- The effectiveness of each service delivery model (resource, inclusive practices, etc.) utilized in the district
- The review of established procedures and protocols for placing students in alternate placements (outside general education classes)
- The academic performance of students receiving special education services, including growth in meeting the STAAR "Approaches Grade Level" requirements.

ESC Region 11's program review team member selection was based on each person's experience and knowledge of special education, instructional arrangements and settings, special education staffing, and STAAR assessment data. The team for the review was comprised of the following professionals:

- Dr. Renee Agent – Special Education Coordinator
- Monica Alsaker – Special Education Specialist for Inclusive Education
- Emily Groomer – Special Education Specialist for Early Childhood Special Education

- Pam Humphrey – Special Education Liaison (review team lead)
- Susan Key – Special Education Specialist for Students with Intensive Needs
- Christi Perkins – Special Education Specialist for IEP (Individualized Education Program) Development and Behavior Classes

Background information leading to this program review is provided for contextual purposes, followed by a methodology explanation. The results and conclusions are presented, which include areas of strength and recommendations for improvement.

District Information

Lake Dallas ISD serves four communities – Corinth, Hickory Creek, Lake Dallas, and Shady Shores – and includes three elementary campuses, a middle school, and a high school. The district’s enrollment is approximately 4,000 students. Segments of the school district are experiencing growth, but overall, the student population has remained consistent. Lake Dallas ISD serves approximately 500 students in special education, which is 12% of the overall student population. The number of students being served in special education and referred for an evaluation is increasing.

Lake Dallas has a dynamic special education program. It is rare for a district to have the capacity to offer a rich continuum of services to address the needs of students receiving special education services. The Lake Dallas ISD’s school board is to be commended for its commitment to educating all students in appropriate learning environments. The table below represents the service delivery models that the district offers.

Campuses	Alternate Learning Environment	Early Childhood Special Education	Co-teaching	Inclusion Support	Learning Lab	Life Skills	Resource
Corinth Elem.	X			X	X		X
Lake Dallas Elem.	X			X	X		X
Shady Shores Elem.	X	X		X	X	X	X
Middle School	X		X	X	X	X	X
High School	X			X	X	X	X

The district offers a continuum of services that include alternate learning environment (ALE), co-teaching, inclusion support, life skills, and resource classes. Special education teachers are also providing dyslexia instruction for students receiving special education who were not making academic gains in the Take Flight dyslexia program. All three elementary and high school campuses offer ALE, inclusion support, learning lab (content mastery), and resource. Shady Shores Elementary has the district’s centralized early childhood special education and life skills classes for elementary students. The middle school campus, which serves students in grades 6

and 7, is the only campus that has implemented the co-teach model. The campus will be adding eighth grade in the 2022-2023 school year.

Each campus is well staffed with special education teachers and paraprofessionals. The number of special education staff varies at each campus based on the students' needs and special education services offered. The campus administrators articulated that the dedication to the students, which is demonstrated by the special education teachers and paraprofessionals, is key to the strength of their program.

Program Review Methodology

The guiding principle of conducting a program review is to “design *with* and not design *for*.” Lasting impact and change come when people who have the most invested are given a voice in the reshaping of a program. ESC Region 11 assembled a team of special education specialists to conduct the review who have experience in the areas being reviewed. The review process ensured that stakeholders had the opportunity to provide input through the following activities:

- Observations of all special education settings at each campus
- On site interviews of special education teachers
- Online teacher survey
- General education teachers participating in co-teaching or inclusion support interviews
- Campus administrator interviews
- Special education personnel interviews with Annual Review and Dismissal (ARD) facilitators, diagnosticians, licensed specialist in school psychologists, and speech therapists
- Director of Special Programs interview

ESC Region 11 utilized a robust process that garnered responses, insights, and helped lay the foundation for identifying program strengths and areas for improvement. Observations were conducted by specialists who were knowledgeable of the service delivery model. During observations, the ESC Region 11 specialists gathered information from the teachers and provided technical assistance when requested. The online interview allowed teachers to provide information anonymously. Thirty-one of the 42 special education teachers participated in the survey. The special education personnel, director of special programs, and campus administrators' interviews were conducted at LDISD's Central Services building.

The teachers' survey compositions consisted of questions in these areas:

- Special education programs' strengths and areas that need improvement
- Instruction
- Teacher collaboration
- Professional development

The administrators and special education personnel interview questions were relating to the following areas:

- Special education programs’ strengths and areas that need improvement
- Student population trends
- Utilization of special education personnel
- Discipline
- Professional development

The overlapping questions provided the team with the opportunity to determine similarities and differences in how each participant viewed the special education programs. The teachers’ survey questions were designed to garner responses specific to teaching. The administrators and special education personnel interviews questions were broader and elicited objective responses.

The team reviewed Lake Dallas’ accountability data from 2018-2019 and 2020-2021. Due to the pandemic, the Texas Education Agency waived the state assessment requirements for students in 2019-2020.

The focus of the review was the academic performance of students receiving special education services on the State of Texas Assessments of Academic Readiness (STAAR). The Texas Academic Performance Report (TAPR) and Closing the Gap data were analyzed. There is a correlation between students’ academic performance and the amount of time students are receiving instruction in the general education classroom with their non-disabled peers. The student achievement must be viewed through the lens of instruction, academic needs, access to grade-level TEKS (Texas Essential Knowledge and Skills), IEP goals, and the instructional settings. One guiding question is, “Are students who receive special education services being served in learning environments which promotes academic growth?”

The instruction time lost due to the pandemic created a challenge to measure year-to-year growth for students receiving special education services. The closing the gap data measures performance growth when compared to the state math and reading targets. The chart below contains the 2020-2021 closing the gap data of percentage of goals met for students receiving special education.

Percentage of Goals Met

	Reading	Math
State Target	19	23
LDISD	17	15
Total percentage of students meeting the state target	89%	65%

It should be noted that the state targets are the lowest for students receiving special education. Many students receiving special education services academically perform below their non-disabled peers. There are expectations that students make academic gains and are afforded rich and robust learning environments.

Findings

The findings are broken into the following areas: (1) communication, (2) IEP management system, (3) continuity of services, and (4) service delivery models. The strengths and the recommendations are identified.

1. Communication

The district has a new Director of Special Programs, Ms. Amanda Forman. Ms. Forman accepted the position in October 2021. Prior to Ms. Forman taking the position Dr. Laura Holt served as interim director after the previous director, Dr. Mark Ruggles left Lake Dallas ISD in March 2021. Dr. Ruggles, had been with LDISD for 10 years. Many teachers enjoyed a positive relationship with Dr. Ruggles. With new leadership comes different leadership style, process changes, and angst. As the district moved forward with Dr. Holt and Ms. Forman as the special education coordinator the communication of change was not as effective as desired. Many respondents expressed the need for improved communication between the campuses and Ms. Forman. There is the belief that the district has shifted to a top-down model with minimal input from the teachers.

Special education personnel who work closely with Ms. Forman appreciate her willingness to listen and engage in problem-solving conversations. Many teachers shared positive comments about her leadership and were looking forward to the changes.

The need to improve communication is an opportunity for growth for all involved. An effective and growing leader welcomes the different voices and thoughts. Establishing effective communication will build relationships and allow all personnel the opportunity to provide input and to be heard.

Recommendations for the Special Programs Director:

- Communicate (in different modalities) the vision of the special programs department and the rationale for changes to the special education personnel and campus administrators.
- Identify a special education lead teacher or establish a professional learning community that meets routinely to discuss students' progress, concerns, and program effectiveness.
- Create an advisory team with teacher representation from each campus. The purpose of the advisory team is to establish two-way communication between the special program director and the teachers.

2. Individualized Education Plan Management System

The IEP management system is outdated and is no longer supported by the company that produced it. IEP management software is routinely updated. The version that LDISD is using is antiquated. Evaluation personnel and teachers are spending an excessive amount of time adapting the system to meet the state and federal requirements.

Recommendations:

- Purchase a new IEP management system.

- Establish a process for training all special education personnel in using the IEP management system.
- Identify district personnel to help troubleshoot minor issues that come with adapting to a new IEP management system.

3. Continuity of Services

Based on information received, the Lake Dallas community has a stable student population. Students are more likely to begin and end their education careers in LDISD. Continuity of services is equally as important as the continuum. As students' progress through the district, there needs to be well-defined cross-campus practices and procedures. This report recognizes the importance of site-based decision making; however, for continuity, special education services need to be aligned with agreed-upon practices. Continuity involves more than offering the same special education services. The in-depth work is in establishing guidelines or a framework for each program. Students have unique needs, which require creative thinking and planning. There is not a one-size-fits-all model that works effectively.

Recommendations:

- Establish an administrative team to work with the Director of Special Programs in creating a framework for each program.
- Allow for flexibility and the various learning abilities of students based on their academic skills, needs, and interests. (Avoid the approach of “once in an instructional setting, always in the same setting.”)
- Plan with academic, social, and emotional growth in mind.

4. Service Delivery Models

A comprehensive approach was used to identify the strengths and areas to consider for improvement. The focus was on each model on the different campuses. Campuses will be mentioned based on findings; the intent is to provide LDISD with useful information and not single out campuses or personnel.

Model 1 – Alternate Learning Environment (ALE)

The Alternate Learning Environment (ALE) classes were established to assist students with intense behavioral needs that impede their ability and other students' ability to learn in the general education classroom. The director has established a team to create guidelines and procedures for students entering and exiting ALE. Teachers are working with students to improve behaviors and social skills. Some classes are well structured while others need support.

The collaboration between and the behavior support for teachers is inconsistent in supporting students receiving special education. It is important to remember that students receiving special education services are general education students and should be afforded the same support as their non-disabled peers. Novice teachers need more guidance. The team did find inconsistency in how paraprofessionals are assigned to the ALE classes. Campus administrators need to ensure that the classes are appropriately staffed based on the severity of the student's behavioral needs.

The team members were asked if the district would be better served with a centralized ALE program at the elementary level. The review team members concluded that what is best for the students needs to occur. The team discussed three viable options for the district to consider:

- Option 1 – The ALE programs remain at each campus with clearly defined guidelines and procedures. This will allow students to remain at their home campus and transition back to the regular education setting with minimal disruption for the student.
- Option 2 – The ALE program is centralized at one elementary campus with support to establish a structured learning environment. The guidelines and procedures are clearly defined. The program will focus on students with the most critical behaviors. This option requires the district to determine whether to have the students remain at the centralized campus or transition back to their original home campus.
- Option 3 – The current ALE program remains at two of the campuses supporting students with behavioral needs that are not intensive but impedes the regular learning environment. The third campus has the ALE structured learning program for students with more intensive behavioral needs.

The district currently has the personnel to implement any option. All options require well-defined guidelines and procedures to prevent students from being inappropriately placed in ALE.

The review team identified the following as the strength of the ALE programs:

- Special education teachers are dedicated to their students.
- The district has a mixture of veteran and novice teachers in the ALE classes.
- Some teachers are knowledgeable of strategies and processes for establishing structured learning environments.
- Novice teachers are wanting to advance their knowledge and instructional skills to support students with behavioral needs.
- Campuses have paraprofessionals assigned to the program.

Recommendations:

Create district-wide procedures for students placed in ALE. The district has assembled a team to develop procedures. Below are the recommendations from the review team:

- Communicate the purpose and expectation of ALE classes to teachers, administrators, and the ARD committee.
- Establish process for placing the students in an ALE.
- Develop transitioning guidelines for students entering ALE and returning to their general education classes.
- Create an instructional framework that includes behavior charts, behavior data collection, social skills instruction, and structured learning environment for students.
- Establish a process for ensuring that students are receiving assignments from their general education or resource teachers.
- Ensure that each campus has a formal process for the general education teachers, and that the ALE teacher can track the student's behavior in both environments.
- Scheduling and support –

- Review the needs of students assigned to ALE. The amount of time that students are in the ALE classroom should be based on the students' needs and not the bell schedule.
- Consider an alternate time for students to receive social skill instruction instead of being scheduled into the class for an entire period. The amount of time may be excessive for some students, especially for secondary students.
- Provide ongoing support from the Licensed Specialist of School Psychologist (LSSP) to teachers working with students who have the most challenging behaviors.
- Professional Development –
 - Provide training to ALE teachers and paraprofessionals in behavior strategies and behavior management.
 - Engage in multi-tiered system of support training addressing academic and behavior interventions for special and general education teachers.
 - Review the [TIER](#) network behavior resources.

Model 2 – Early Childhood Special Education (ECSE)

The early childhood special education classes are safe and nourishing learning environment for all students. The teachers work well together to create an environment that addresses the students' needs and promotes academic growth. The goal is to model a pre-kindergarten program to ensure students are learning similar skills as their peers.

The strengths of the early childhood special education program:

- The teachers and paraprofessionals are supportive of each other and the students.
- The teachers have a vision for the program.
- The campus has a daycare that provides the opportunity for students to interact with non-disabled peers.
- The campus administrator is supportive of the program and addresses the needs in a timely manner.

Recommendations:

- Curriculum and Program Design –
 - Implement a curriculum that aligns with the [pre-kindergarten guidelines](#). This will allow teachers to directly address skills with lessons being taught.
 - Facilitate social learning opportunities between the students and their non-disabled peers who are attending the district's daycare.
 - Schedule collaboration time with the early childhood team to foster inclusion.
- Professional Development –
 - Attend training on communication for students with needs to enable the teachers to meet the needs of those students.
 - Participate in training that addresses effective strategies for students with developmental needs.
 - Receive training in social and emotional learning strategies that are appropriate for early childhood students to ensure that students are progressing socially.

Model 3 – Life Skills Classes

The life skills teachers demonstrated high expectations for all students. Many of the teachers were engaging in differentiated instruction and utilizing task boxes and others teaching aids. The students were actively engaged. Selected life skills teachers are participating in ESC Region 11's Students with Complex Access Needs Cohort professional development.

The strengths of the life skills classes:

- The novice teachers are improving their skills in working with students with a cognitive disability.
- Teachers are supportive of students and each other.
- Teachers are utilizing high-leverage practices to engage students in quality instruction.
- Paraprofessionals are actively engaged in instruction and supporting the students.

Recommendations:

- Curriculum and Program Design –
 - Access the TEKS to ensure that students are receiving an alternate curriculum by reviewing the TEKS vertical alignment STAAR Alternate 2 document.
 - Utilize the TEKS curriculum framework for STAAR Alt 2 to assist with lesson plans development and the delivery of instruction.
 - Crosswalk Unique Learning lessons to ensure that TEKS are being taught and the lessons are aligned to the students' current academic skills.
 - Consider purchasing an advanced curriculum for life-skills students with academic skills that are in-between life skills and resource classes. (There is the need to bridge the academic gap for these students.)
 - Ensure each life class is engaging in progress monitoring of students and have a data collection system.
 - Evaluate placement for students with cognitive disabilities and aggressive behaviors. Utilize resources that will help the district determine steps to take to help extinguish the behaviors and harm to school personnel.
 - Provide additional cover to ensure that teachers and paraprofessionals are having a duty-free lunch and the teacher has a conference period.
- Professional Development –
 - Consider creating a professional learning community (PLC) that focuses on issues unique to students with a significant cognitive disability. The purpose of the PLC is to address curriculum needs, STAAR Alt 2 preparation, behavior trends, and training needs.
 - Provide ongoing behavior management training or technical assistance to teachers who are working with students with challenging behaviors.
 - Explore Unique Learning System for trainings on new programs, such as "Equals" math curriculum.

Co-teaching, Inclusion Support, Resource, and Learning Lab

Most students receiving special education services in LDISD are receiving instruction in the general education classroom. The district utilizes four distinct delivery models: co-teaching, inclusion support, resource, and the learning lab. The district is ensuring that students are being served in the least-restrictive learning environments and have access to the general education curriculum. There is a correlation between students' academic growth and receiving a rich and rigorous curriculum. With minimal training, campuses have shifted to inclusion with support from the resource teachers or paraprofessionals and co-teaching. Each campus offers the learning lab for any student to receive assistance.

Special education is a continuum of services. There is growing concern among teachers that the goal is to discontinue offering resource classes. Districts that have decreased the amount of time students are receiving academic instruction in the special education classroom established processes, engaged in trainings, and established a unified vision. The focus is on providing students with a quality education in the most appropriate setting. The students' needs and academic abilities are essential to placement decisions.

Each delivery model will be addressed separately with findings and recommendations.

Delivery Model 1 – Co-Teaching

The middle school campus teachers are engaging in a true co-teaching model. The teachers are planning and providing instruction together. The teachers have built meaningful working relationships and have shared responsibilities in educating all students. With minimal training, the teachers have created inclusive learning environments that benefit students.

The strengths of co-teaching:

- The teachers are creating a learning environment that addresses the needs of all students.
- The teachers share a classroom, and they plan and deliver instruction together.
- The teachers find value in co-teaching, and students are making academic gains.
- The campus administrator is supportive of the teachers and is committed to the success of the program.

Recommendations:

- Professional Development
- Attend co-teaching training to refine practices and procedures.
- Review the [Inclusion Network](#) co-teaching resources.
- Contact ESC Region 11 for technical assistance.

Delivery Model 2 – Inclusion Support

Students receiving special education receive instruction in the general education classroom with their non-disabled peers. A special education teacher or paraprofessional provides support to the students. The general education teacher delivers the instruction. The teachers have established a working relationship, and students are benefiting from

the inclusion settings. The district may see academic growth if the pandemic does not continue to negatively impact students' learning.

The success of an inclusion program is the articulated vision and support of the campus administrators. The “yours and mine” mindset is detrimental to a true inclusive learning environment. Both teachers are responsible for the academic growth of all students. It is essential that special education teachers who are assigned to support students in the general education setting are in the classes. The review team understands that some special education teachers have other responsibilities, but those responsibilities should not deny students the support that the ARD committee determined is needed.

The strengths of inclusion support:

- Students are receiving grade-level TEKS instruction with their non-disabled peers with needed supports.
- Students are being educated in the least-restrictive environment.
- Some special and general education teachers collaborate in providing instruction.
- Special education teachers have access to grade-level curriculum and are included in grade-level or content professional development (PD).

Recommendations:

- Curriculum and Program Design –
 - Exam clustering special education and 504 students in the same self-contained general education classroom. For students to advance, they need to experience and learn from students with various academic skill levels. Clustering may inadvertently create remedial classes.
 - Ensure routine curriculum planning and collaborating is occurring between the general and special education teachers. Special education teachers need to be knowledgeable of content being taught.
 - Utilize special education teachers' expertise in scaffolding or modifying the curriculum or instruction. Special education teachers are not paraprofessionals and bring different teaching talents to an inclusive classroom.
 - Provide paraprofessionals information on the content being taught to help them prepare to support the students.
- Professional Development –
 - Receive training on implementing inclusive practices in elementary and secondary classrooms.
 - Provide paraprofessionals training on supporting students in the inclusive classroom.
 - Review the Inclusion Network's [specially designed instruction and paraprofessional guides](#).
 - Contact ESC Region 11 for technical assistance.

Delivery Model 3 – Learning Lab

It is difficult to determine the effectiveness of the learning lab. The team observed the lab during times when there were no students present. Discussions about procedures were held with learning lab teachers. Many of the lab teachers had a documentation system to track the students utilizing the lab. They also had a process for communicating with general education teachers about the students' assignments.

The strengths of the Learning Lab:

- All students can access the lab when needed.
- Teachers communicate regularly with teachers about assignments and the level of support needed.

Recommendations:

- Establish district-wide procedures for the learning lab.
- Determine how often and when students are accessing the learning lab. If there is a significant amount of time when it isn't being used and the teacher is not assigned to other duties, determine if the teacher can be used to support students in another capacity.

Delivery Model 4 – Resource

The team observed two types of resource delivery models. The first one involved the students being in the general education classroom for the lesson for approximately 45 minutes. The students leave and spend the rest of the time in the resource room to work on IEP goals or complete the lesson. The special education teacher provides the instruction in the resource room.

The second model involves the student receiving instruction from the special education teacher in the resource room. The class sizes are small and allow for small-group instruction.

Strengths of resource classes:

- Students are receiving grade-level instruction in the general education classroom and receive additional instruction in the resource room.
- Special and general education teachers can strategically plan and identify skills that the students need to improve their academic growth.
- Students can engage in small-group instruction in the general education classroom.
- Special education teachers delivering academic instruction only in the resource room can provide intensive scaffold instruction to students.
- The pacing of instruction can be adjusted to meet the needs of the students in a resource room setting.

Recommendations:

- Program Design –
 - Establish protocols for general and special education teachers participating in inclusion support classrooms which includes collaboration, planning, and students' growth.
 - Conduct students' benchmark testing to determine the effectiveness of inclusion support/resource and the stand-alone resource room. The results should answer two important questions:
 - Are students making academic growth? and
 - Are the learning gaps decreasing?
 - Ensure that students receiving instruction in the resource room are receiving a scaffold TEKS-based curriculum and instruction for academic growth and the STAAR assessments.
 - Establish a data-driven process for resource room placement. Students being unsuccessful in the inclusive settings should not be the leading reasons for moving students to the resource room.
- Professional Development –
 - Access the [CEC's High Leverage Practices](#) for students with disabilities videos to assist all teachers in proven strategies to improve students' skills.
 - Review the [Least Restrictive Environment Determining Continuum of Service Placement](#). The guide provides considerations that may help develop a framework for placement outside of general education.

Summary

Lake Dallas ISD's special education program is well-staffed to meet the needs of students receiving special education services. The district offers a robust continuum of services for students. As students progress through school, it is important that there is a continuity of services being offered at each grade level. Currently, there are nuanced differences between each campus. The differences can be based upon students' abilities, the culture of the campus, or personnel.

The inclusion/resource classes at the elementary level are designed in a similar fashion. At each campus, the pull-out time needs to be clearly defined. Some students are receiving a continuation of instruction and support of the general education lessons while others are receiving instruction closely aligned to their IEP goals. When students are removed from the general education classroom, the purpose needs to be well-defined. Dr. Paula Kluth states that the following three questions need to be considered when planning for individual instruction:

- Does the student need to leave the general education classroom for individual instruction?
- If the student leaves the classroom for instruction, what will he or she gain? What will the student lose?
- Can the student get the content or strategies he or she needs without losing access to the general education classroom?

The review team questioned if the students could benefit from small-group instruction while remaining in the general education classroom. This will enable student learning to remain connected and not fragmented.

The same questions need to be addressed for students receiving instruction only in the resource room. The intent of special education is to provide specially designed instruction, supplemental aids, and services. There are the expectations that students continue to make progress toward meeting the grade-level standards. In each environment, the students should be engaging in curriculum and instruction that helps decrease the students' learning gaps.

The ALE program is unique to Lake Dallas ISD. The vision of providing a behavior program at each campus is remarkable. Once the district establishes uniform policies and procedures for the program, it has the potential of meeting the needs of students with significant challenging behaviors. The campuses where the ALE and behavior coach are working closely together are reaping the benefits. The campus where there is a clear delineation with the behavior coach only working with general education students may be missing the district's intent. It is important to remember that all students are general education students, and some receive additional services such as special education.

Many students are experiencing trauma due to the pandemic and disruptions of the norm. It is projected many students will need mental health support. Statewide, there has been an increase in students with anxiety. The district has positioned itself to meet the growing needs of students who need structured environments, behavior, or mental health support.

The district has taken steps to ensure that novice life skills teachers receive the professional development and support needed. Teaching alternate curriculum to students who are academically and socially below their peers is challenging. Having administrative support is necessary for the well-being of the teachers and the students. Students need relationships with their peers and adults who are not their teachers or paraprofessionals.

As students' academic skills are improving, the district needs to consider placement for students who need more than the alternate curriculum. The students may benefit from small-group instruction in an inclusive setting.

The early childhood special education program provides students with a rich learning environment. The teachers and paraprofessionals have established a process that benefits the students. There is concern about whether the toileting areas are adequate. There are students who are potty-trained while others are not. With two classes, the facilities may not be enough. The campus administrator, special program director, and teachers need to discuss it. The established procedures may address the concern.

Most of the review was spent with special education personnel. A few general education teachers provided input. The report captured their perspective as well. The success of any district is the ownership that exists. On every campus, the word "falcons" was communicated to the students. The falcons were not mentioned as being disabled, typical, or gifted. They were falcons. As the district moves forward with the review team's observations, recommendations, and information, it should be presented through the lens of "every student belongs to every teacher." Every student has unique needs, and the willingness of school personnel to adapt and make changes is pivotal to the success of the students and programs.

Positive Behavior Interventions and Supports (PBIS)



Presenter: Dr. Shorr Heathcote, Chief Administrative Officer

Event: February Board Meeting

Date: February 14, 2022

POSITIVE BEHAVIOR SUPPORTS AND INTERVENTIONS (PBIS)

- PBIS is a framework schools adopt for a sustainable, positive, preventative and instructional approach to school-wide discipline and behavior management.
- Focuses on prioritizing teaching and encouraging positive school-wide behavioral expectations.
- Three Tiered Approach
- Designed, Implemented and Evaluated by the school PBIS Team



TIER 1: UNIVERSAL - SCHOOL-WIDE

- PBIS Campus Leadership Team training
- Develop and articulate a common mission/philosophy on behavior and discipline management
- Develop clear behavior expectations for common areas and activities
- Define types and levels of behaviors
- Develop clear Discipline Referral procedures
- Analyze current discipline data
- Develop effective problem-solving teams



TIER 2: TARGETED

- Focuses on reducing the frequency and intensity of incidents for students who are not responsive to primary intervention practices
- Develop and implement focused, intensive, and frequent small group-oriented responses where behavior is likely

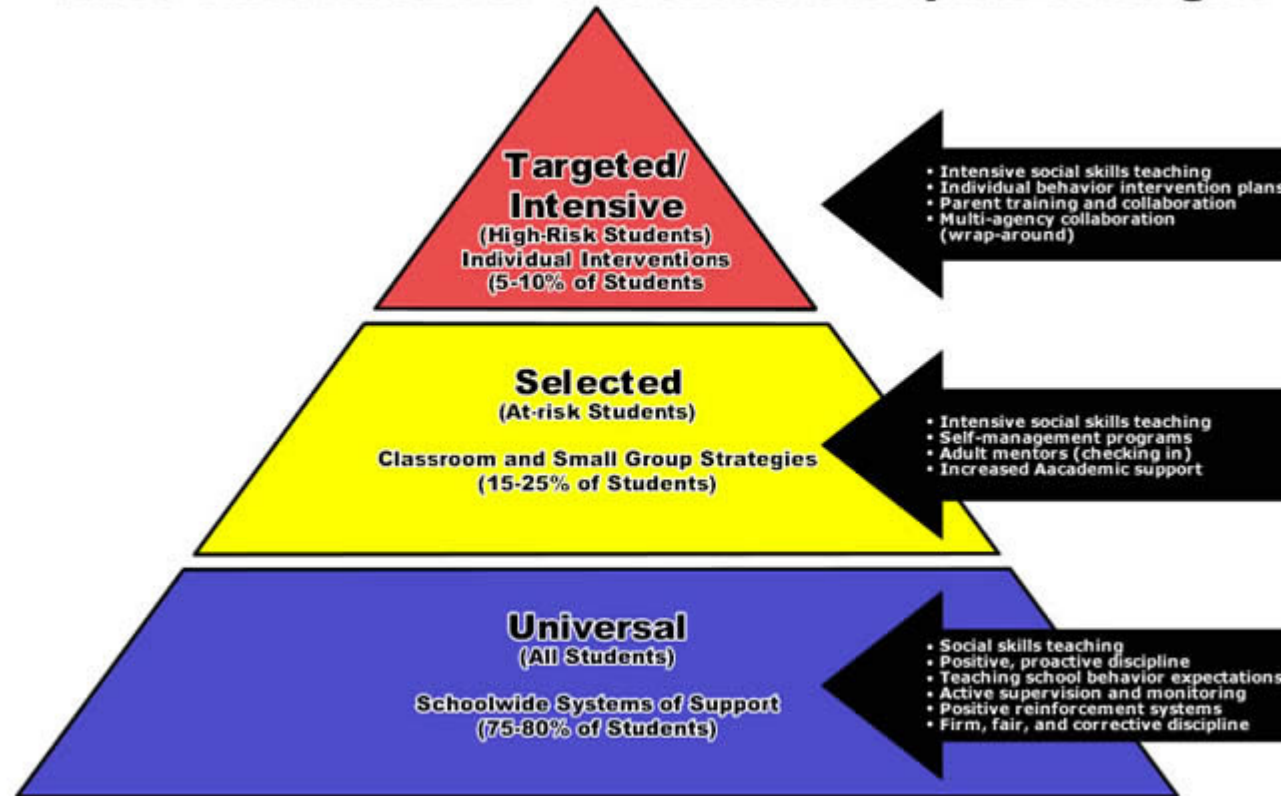


TIER 3: INTENSIVE

- Focuses on reducing the intensity, frequency, and/or complexity of existing behavior challenges
- Developing and implementing individualized responses to situations when the behavior is likely.



Three-Tiered Model of Schoolwide Discipline Strategies



LAKE DALLAS ISD TIMELINE

- Feedback from Staff
 - Dr. Rockwood's Lunch & Learns
 - Principal and Assistant Principal Meetings
- January Kick-Off
 - Principal and Assistant Principal Meetings
 - Provided resources and a plan for staff meeting
 - Campus Staff Meetings
 - Brief Overview and Purpose
 - Created PBIS Campus Leadership Team
- February
 - Team Training #1
- March
 - Team Training #2



Any Questions?





LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

Small School Atmosphere, Big School Opportunities

2019 Bond Construction Update



Presenter: Wes Eversole, Deputy Superintendent/CFO

Event: February Board Meeting

Date: February 14, 2022

Additions & Renovations to Lake Dallas HS

- Work Remaining

- Exterior metal panels and soffits at student entry canopy
- Remaining interior finishes (graphics and performance hall facade)
- Final close-out procedures





Multi-Purpose Indoor Practice Facility

- Work Remaining
 - Landscaping
 - Final close-out procedures





Athletic Additions & Renovations to LDMS

- Work Remaining
 - Exterior lighting under canopy
 - Graphics
 - Final close-out procedures





Additions & Renovations to Corinth ES

- Work Remaining
 - Exterior logo wall
 - Final close-out procedures





Any Questions?





UPCOMING EVENTS

Lake Dallas Independent School District

EVENT	DATE	TIME	LOCATION
Golf (M) @ Ride the Ranch	Feb. 15	8:00 AM	Heritage Ranch Golf Course
Softball @ Braswell	Feb. 15	5:30 PM	Braswell High School
Soccer (M) @ Richland	Feb. 15	7:15 PM	Richland High School
Soccer (F) vs. Richland	Feb. 15	7:15 PM	LDHS Falcon Stadium
Basketball (M) @ Colleyville Heritage	Feb. 15	7:30 PM	Colleyville Heritage High
Softball @ J.J. Pearce	Feb. 17	11:30 AM	Newman Smith HS
Softball @ Frisco Liberty	Feb. 17	5:45 PM	Newman Smith HS
District Holiday	Feb. 18	ALL DAY	Office and Campuses Closed
Tennis @ Tournament	Feb. 18	8:00 AM	Sanger High School
Softball @ North Mesquite	Feb. 18	12:45 PM	Newman Smith HS
Baseball vs. Frisco	Feb. 18	1:00 PM	LDHS Falcon Field
Softball @ Lebanon Trail	Feb. 18	4:30 PM	Newman Smith HS
Softball @ Tournament	Feb. 19	12:00 PM	Oran Good Park
Baseball vs. Lebanon Trail	Feb. 19	1:30 PM	LDHS Falcon Field
District Holiday	Feb. 21	ALL DAY	Office and Campuses Closed
Soccer (M) @ Denton	Feb. 22	7:15 PM	Denton High School
Soccer (F) vs. Denton	Feb. 22	7:15 PM	LDHS Falcon Stadium
Battle of the Bridge	Feb. 23	9:30 AM	LDHS New Gym
Softball @ Farmersville	Feb. 24	12:30 PM	Ponder High School
Baseball vs. Braswell	Feb. 24	4:00 PM	LDHS Falcon Field
Baseball vs. Waxahachie	Feb. 24	7:00 PM	LDHS Falcon Field
Golf @ Tournament	Feb. 25	8:00 AM	Robson Ranch GC

Tennis vs. Tournament	Feb. 25	8:00 AM	LDHS Tennis Court
Softball @ Bonham	Feb. 25	10:45 PM	Ponder High School
Softball @ Northwest	Feb. 25	2:15 PM	Ponder High School
Baseball vs. Mineral Wells	Feb. 25	4:00 PM	LDHS Falcon Field
2022 One Act Plays	Feb. 25	7:00 PM	LDHS Performance Hall
Baseball vs. Mansfield	Feb. 25	7:00 PM	LDHS Falcon Field
Soccer (M) vs. Colleyville	Feb. 25	7:15 PM	LDHS Falcon Stadium
Soccer (F) @ Colleyville Heritage	Feb. 25	7:15 PM	Grapevine Mustang/Panther Stadium
Soccer (F) @ Ponder	Feb. 26	9:00 AM	Ponder High School
Soccer (F) @ Argyle	Feb. 26	12:15 PM	Ponder High School
Baseball vs. Trinity	Feb. 26	2:00 PM	LDHS Falcon Field
2022 One Act Plays	Feb. 25	7:00 PM	LDHS Performance Hall
Softball vs. Aubrey	March 1	6:00 PM	LDHS Softball Field
Soccer (M) @ Northwest	March 1	7:15 PM	Northwest High School
Soccer (F) vs. Northwest	March 1	7:15 PM	LDHS Falcon Stadium
Baseball @ Timber Creek	March 3	5:00 PM	Trinity High School
Baseball @ Trinity	March 3	7:15 PM	Trinity High School
Golf @ Marvin Dameron Memorial	March 4	8:00 AM	Bear Ridge Golf Club
Tennis @ Tournament	March 4	8:00 AM	Godfield Tennis Center
Baseball @ Duncanville	March 4	2:30 PM	L.D. Bell High School
Softball vs. Ponder	March 4	5:00 PM	LDHS Softball Field
Soccer (M) vs. Birdville	March 4	7:15 PM	LDHS Falcon Stadium
Soccer (F) @ Birdville	March 4	7:15 PM	Birdville FAAC
Baseball @ Braswell	March 5	2:30 PM	Coppell High School
Baseball @ Coppell	March 5	5:00 PM	Coppell High School
Softball vs. Denton	March 7	6:00 PM	LDHS Softball Field

Golf @ Punch-Out @ The Point	March 8	8:00 AM	Chickasaw Point Golf Course
Soccer (M) @ Grapevine	March 8	7:15 PM	Grapevine Mustang/Panther Stadium
Soccer (F) vs. Grapevine	March 8	7:15 PM	LDHS Falcon Stadium
Golf @ Heritage Spring Invitational	March 10	8:00 AM	Prairie Lake Golf Club
Baseball vs. Mineral Wells	March 10	9:00 AM	LDHS Falcon Stadium
Baseball vs. Joshua	March 10	4:30 PM	LDHS Falcon Field
Baseball vs. Fort Smith	March 11	11:30 AM	LDHS Falcon Field
Baseball vs. Liberty Hill	March 11	4:30 PM	LDHS Falcon Field
Soccer (M) @ Ryan	March 11	7:15 PM	Ryan High School
Soccer (F) vs. Ryan	March 11	7:15 PM	LDHS Falcon Stadium
Baseball vs. Cooperas Cove	March 12	10:00 AM	LDHS Falcon Field
Softball @ Denton	March 12	12:00 PM	Denton High
Spring Break	March 14-18	ALL DAY	Office and Campuses Closed
Softball @ Colleyville	March 14	12:00 PM	Colleyville Heritage HS
Soccer (M) vs. Richland	March 14	7:15 PM	LDHS Falcon Stadium
Soccer (F) @ Richland	March 14	7:15 PM	Richland High School
Softball vs. Colleyville	March 16	12:00 PM	LDHS Softball Field
Baseball vs. Denton High	March 16	7:30 PM	LDHS Falcon Field
Baseball @ Denton High	March 18	7:30 PM	Denton High School