

# Wylie Independent School District



## A G E N D A

**REGULAR SESSION – MONDAY, AUGUST 21, 2023 – 6:00 P.M.**

**WYLIE ISD EDUCATIONAL SERVICE CENTER**

**951 S. Ballard**

**Wylie, Texas 75098**

### **A. Call to Order**

Roll Call, Establishment of Quorum

### **B. Executive Session – Section 551, Texas Government Code**

1. Personnel – Texas Government Code Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.
  - a. Additional Personnel Units
2. Real Estate – Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
3. Consultation with Legal Counsel – Texas Government Code Section 551.071, to consult with the District's attorney, in person or by phone, on a matter in which the duty of the attorney to the District, under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

4. Pursuant to Texas Government Code Section 551.076, to discuss security updates to all District facilities.
5. Pursuant to Texas Government Code Section 551.089, to discuss and deliberate the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

**C. Open Session (Begins at approximately 7:00 p.m.)**

1. Invocation
2. Pledge of Allegiance

**D. Recognitions**

1. Executive Director of Special Education
2. Burnett Junior High School Principal
3. Tibbals Elementary School Principal
4. Wylie High School Associate Principal
5. Wylie High School Assistant Principal
6. Harrison Intermediate School Assistant Principal
7. Birmingham Elementary School Assistant Principal
8. Whitt Elementary School Assistant Principal
9. Skills USA National Competition – McMillan Junior High School
10. Skills USA National Competition – Wylie East High School
11. Texas Association of Future Educators – National EdRising Competition – Wylie East High School
12. Skills USA National Competition – Wylie High School

## **E. Donations**

1. Wylie High School PTSA

## **F. Information Reports and Public Meetings (No Action Required)**

1. Safety and Security Update
2. STAAR 2023 and Accountability Update

## **G. Public Forum**

## **H. Action Items**

### **1. Consent Agenda**

- a. Minutes
- b. Approval of Financial Reports
  1. Financial Reports
  2. Investment Report
- c. Budget Amendment 1 for the 2023-2024 School Year
- d. Wylie ISD Texas Teacher Evaluation and Support System (T-TESS) and Goal Setting & Professional Development (GSPD) Appraisal Calendar 2023-2024
- e. Wylie ISD Texas Teacher Evaluation and Support System (T-TESS) and Professional Performance Review (PPR) Appraisers 2023-2024
- f. Request Approval for DMA(Local) Professional Development Plan
- g. Request Approval for 2023-2024 Memorandum of Understanding Collin County Juvenile Justice Alternative Education Program
- h. Request Approval for 2023-2024 Student Code of Conduct

- i. Request Approval to Change Regular Scheduled Board Meeting Dates for October 2023, November 2023, January 2024, February 2024, and March 2024
- j. Request Approval of Wylie ISD Education Foundation Memorandum of Understanding
- k. Request Approval for Innovative Student Courses 2023-2024
- l. Request Authority for Superintendent or Designee to give Approval for Remote Homebound Instruction for Special Education Students
- m. Consider Approving RFP 2024-J07-100 – Fine Arts Contracted Services
- n. Consider Approval RFP 2024-J06-101 – Local Restaurant, Fast Food and Catering
- o. Consider Approval RFP-2023-J06-116 – Student Nutrition Portable Generator
- p. Consider Approval RFP 2023-A04-114 – General Building Maintenance Service and Supplies
- q. Consider Approval RFP 2023-A04-115 – Instructional Supplies and Services
- r. Consider Approval RFP 2023-A04-113 – Online Technology & Education Software and Subscriptions
- s. Consider Approval RFP 2023-J06-120 – Beverage Pouring Rights and Distribution Service

## **2. New and Unfinished Action Items**

- a. Adoption of Ordinance Setting Tax Rate for 2023-2024 School Year

- b. Discuss and Consider Adoption of an Order Calling a Bond Election for November 7, 2023
- c. Consider Approval of Bond Reimbursement Resolution
- d. Consider Approval of a Joint Election Agreement with Collin County for an Election on November 7, 2023 with Collin County and other Eligible Political Subdivisions, and to Authorize the Superintendent to execute the Agreement
- e. Consider Approval of DH(Local) HB3 Resolution
- f. Consider Approval of District of Innovation Recommendation Addressing HB114
- g. Personnel – Section 551.074 of the Texas Government Code
  - 1. Resignations
  - 2. Employment
  - 3. Additional Personnel Units

**I. Adjournment**

# Donations

## **Wylie High School PTSA**

Wylie High School PTSA presents a donation to Wylie High School in the amount of \$7,000 to be used for a bench and for Counseling/Mental Health Awareness.

## **Motion Requested**

***Accept the donation as presented by Administration.***

## **Information Reports and Public Meetings (No Action Required)**

### **Subject: Safety and Security Update**

Assistant Superintendent Scott Winn and team will present an annual overview of our school safety and security program. The presentation will cover current measures being executed on campuses, standards and expectations set by the State and district, the impact of 88th session legislation and a highlight of our partnerships with local PD.

*Contacts: Scott Winn, Assistant Superintendent for Student Services and Brian Kelly, Director of Safety and Security*

### **Subject: STAAR 2023 and Accountability Update**

Administration will provide the board an update on the results of the 2023 STAAR spring test administration including grade level performance, comparisons to previous school years, as well as comparison to state data. Additionally, a brief overview of some of the changes to the A-F system will be shared.

*Contact: Dr. Kim Spicer, Deputy Superintendent*

# Consent Agenda

**Subject: Board Minutes**

Attached for your review are the minutes from the Regular Meeting on June 19, 2023, and Special Called Meeting held on July 17, 2023. If no changes are noted, it is recommended that you approve the minutes as presented by administration.

*Contact: Rhonda Tracy, Assistant to the Superintendent*

**Subject: Financial Reports**

Attached for your review are the Financial Reports. If no changes are noted, it is recommended that you approve the report as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Investment Reports**

Attached for your review are the Investment Reports. If no changes are noted, it is recommended that you approve the report as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Budget Amendment 1 for the 2023-2024 School Year**

Attached for your review is Budget Amendment 1 for the 2023-2024 School Year. It is recommended that you approve the budget amendment as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Wylie ISD Texas Teacher Evaluation and Support System (T-TESS) and Goal Setting & Professional Development (GSPD) Appraisal Calendar 2023-2024**

Attached for your review is the 2022-2023 T-TESS Manual which contains the 2023-2024 Texas Teacher Evaluation and Support System (T-TESS) and Goal Setting & Professional Development Appraisal Calendar. It is recommended that you approve this item as presented by administration.

[T-TESS HANDBOOK 2023-2024](#)

[T-TESS 2023-2024 KEY DATES](#)

*Contact: Casey Whittle, Assistant Superintendent for Human Resources*

**Subject: Wylie ISD Texas Teacher Evaluation and Support System (T-TESS) and Professional Performance Review (PPR) Appraisers 2023-2024**

The attached list of administrators is approved as appraisers for the T-TESS and PPR instruments in the Wylie Independent School District and may conduct teacher appraisals when so designated by the teacher's supervisor. The teacher's supervisor shall conduct the teacher's appraisal unless determined otherwise. It is recommended that you approve this item as presented by administration.

[2023-24 WYLIE ISD T-TESS CERTIFIED APPRAISERS](#)

*Contact: Casey Whittle, Assistant Superintendent for Human Resources*



**Subject: Request Approval for DMA(Local) Professional Development Plan**

SB1267 requires school boards to annually review the clearinghouse and adopt a professional development policy, including a schedule of all training required for educators. During the August board meeting, we will ask you to consider approving our Required Staff Development schedule. The link below will take you to this year's proposed plan. Please let Casey know if you have any questions.

[DMA\(LOCAL\) PD PLAN](#)

*Contact: Casey Whittle, Assistant Superintendent for Human Resources*

**Subject: Request Approval for 2023-2024 Memorandum of Understanding Collin County Juvenile Justice Alternative Education Program**

Attached for your review is the 2023-2024 Memorandum of Understanding Collin County Juvenile Justice Alternative Education Program. It is recommended that you approve this item as presented by administration. [23-24 MOU Collin County JJAEP](#)

*Contact: Scott Winn, Assistant Superintendent for Student Services*

**Subject: Request Approval for 2023-2024 Student Code of Conduct**

Attached for your review is the 2023-2024 Student Code of Conduct (SCC). It is recommended that you approve the Student Code of Conduct as presented to promote a safe, secure, and optimal learning environment for all students.

[2023-2024 Student Code of Conduct](#)

*Contact: Scott Winn, Assistant Superintendent for Student Services*

**Subject: Request Approval to Change Regular Scheduled Board Meeting Dates for October 2023, November 2023, January 2024, February 2024, and March 2024**

It is recommended that the dates for the Regular Scheduled Board Meetings for October 2023, November 2023, January 2024, February 2024, and March 2024 be changed due to student holidays. It is recommended that you approve this item as presented by administration.

*Contact: Dr. David Vinson, Superintendent*

**Subject: Request Approval of Wylie ISD Education Foundation Memorandum of Understanding**

The Memorandum of Understanding between Wylie ISD and the Wylie ISD Education Foundation is attached. There were only minor changes reflected in the MOU from the previous year. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Request Approval for Innovative Student Courses 2023-2024**

In accordance with TEA regulations involving innovative courses, a school district may offer any state-approved innovative course for state elective credit. Attached for your review is a list of innovative courses proposed for use in Wylie ISD during the 2023-2024 school year. All of these courses were approved for use during the 2023-2024 school year by the Texas Education Agency. It is recommended that you approve this item as presented by administration.

*Contact: Dr. Kim Spicer, Deputy Superintendent and Dr. Stephen Davis, Executive Director for Secondary Education*

**Subject: Request Authority for Superintendent or Designee to give Approval for Remote Homebound Instruction for Special Education Students**

Request to approve remote homebound services for a Wylie ISD Special Education student with significant health concerns. Virtual homebound services will allow this student to continue to receive services outlined in the IEP.

[2023-2024 Remote Homebound Request](#)

*Contact: Dr. Kim Spicer, Deputy Superintendent*

**Subject: Consider Approving RFP 2024-J07-100 – Fine Arts Contracted Services**

This request for proposal is an extended opening bid to capture the fine arts service vendors. This is the first list of vendors for this extended RFP. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Consider Approval RFP 2024-J06-101 – Local Restaurant, Fast Food and Catering**

This request for proposal is an extended opening bid to capture the local restaurant, fast food and catering vendors. This is the first list of vendors for this extended RFP. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Consider Approval RFP 2023-J06-116 – Student Nutrition Portable Generator**

This request for proposal is for a student nutrition portable generator to replace aging equipment in our cafeterias. The portable generator will provide mobile power to freezers and coolers to prevent the spoilage of food inventory if the district or a campus experiences extended power outage. This purchase is part of our plan to spend down excess fund balance to meet the requirements of the Texas Department of Agriculture regulations. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Consider Approval RFP 2023-A04-114 – General Building Maintenance Service and Supplies**

This request for proposal is to provide a list of vendors for the district that will provide general building supplies and services. The vendors will allow the district to procure supplies and services to ensure our buildings are well maintained. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Consider Approval RFP 2023-A04-115 – Instructional Supplies and Services**

This request for proposal is for an instructional supplies and services. The vendors will allow the district to procure instructional supplies and services for our campus and department staff to enhance the learning experience for our students. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Consider Approval RFP 2023-A04-113 – Online Technology & Education Software and Subscriptions**

This request for proposal is for online technology & education software and subscriptions. The vendors will allow the district to procure online technology & education software and subscriptions for our campus and department staff to enhance the learning experience for our students. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Consider Approval RFP 2023-J06-120 – Beverage Pouring Rights and Distribution Service**

This request for proposal is for beverage pouring rights and distribution service. The current contract for beverage rights will expire in August 2023. The beverage right contract outlines what type of products and be distributed in our district and stadium. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**MOTION REQUESTED**

***It is recommended that the Consent Agenda, Items “a-s”, be approved as presented by Administration.***

**WYLIE INDEPENDENT SCHOOL DISTRICT  
WYLIE, TEXAS**

MONDAY, JUNE 19, 2023 - BOARD MEETING - REGULAR SESSION:

The Wylie Independent School District Board of Trustees met in regular session on Monday, June 19, 2023, at the Wylie Independent School District Educational Service Center, 951 S. Ballard, Wylie, Texas, 75098.

**CALL TO ORDER:**

Board President, Stacie Smith called the meeting to order at 6:00 p.m.

Board members present:                    Matt Atkins, Jacob Day, Bill Howard, Virdie Montgomery, Stacie Smith, and Mike Williams

Board members absent:                    Kylie Reising

School Officials Present:                    Superintendent Dr. David Vinson, Deputy Superintendent Dr. Kim Spicer, Assistant Superintendents Scott Winn, Scott Roderick and Casey Whittle, Chief of Staff Dr. Jessica Branch, Principals, Tiffany Doolan, Brian Alexander, Jennifer Wiseman, Heather Buckley, Assistant Principal Kelly Foster, Executive Director for Public Relations Ian Halperin, Executive Director for Communications April Cunningham, Executive Director of Elementary Education Joei Shermer, Executive Director for Secondary Education Stephen Davis, Executive Director for Athletics Kyle Craighead, Executive Director of Fine Arts Glenn Lambert, Director of Special Services Jill Vasquez, Director of Staff Development Lee Hattaway, Director of the Wylie Way Amanda Martin, Director of Special Education Sara Roland, Director of Academic and Career Connections Jason Hudson, Audio/Visual Technician Daniel Dollar, Videographer Tristan Rouse, Assistant to the Superintendent Rhonda Tracy, Administrative Assistant for Student Services Joelle Dudrow

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Board of Trustees  
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School Officials Present (Cont.)      Administrative Assistant for Finance and Operations Donna Nettles, Administrative Assistant for Community Relations Diane Neel, Administrative Assistant for Communications LaWanna Moody, Lead District Receptionist Lucy Wade, District Receptionist Carrie Ann Taylor

Visitors:      Approximately 30

EXECUTIVE SESSION

At 6:00p.m., the board was called into Executive Session to discuss the following:

1. Personnel – Texas Government Code Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.
  - a. Additional Personnel Units
2. Real Estate – Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
3. Consultation with Legal Counsel – Texas Government Code Section 551.071, to consult with the district's attorney, in person or by phone, on a matter in which the duty of the attorney to the District, under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.
4. Pursuant to Texas Government Code Section 551.076, to discuss security updates to all District facilities.
5. Pursuant to Texas Government Code Section 551.089, to discuss and deliberate the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

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OPEN SESSION:

At 7:00 p.m., the meeting moved into open session.

RECOGNITIONS

1. Introduction of Heather Buckley, Groves Elementary School Principal
2. Introduction of Kelly Foster, Wylie East High School Assistant Principal
3. FFA Recognitions – Wylie High School
4. Texas Art Education Association – Visual Arts Scholastic Event – Wylie High School
5. University Interscholastic League Track and Field – Boys Track & Field – State Track and Field Meet – Wylie High School
6. Texas High School Coaches Association Track and Field – Boys Track & Field Academic All State – Wylie High School
7. Texas High School Coaches Association Track & Field – Girls Track & Field – Academic All State – Wylie High School
8. Texas High School Coaches Association Baseball – Academic All State – Wylie High School

DONATIONS

1. \$7,370 – Watkins Elementary School PTA

M/M by Matt Atkins and seconded by Bill Howard to accept a donation in the amount of \$7,370 from the Watkins Elementary School PTA for the installation of musical instruments for the playground.

Motion carried unanimously, 6-0.

2. \$10,000 – Harrison Intermediate School PTA

M/M by Jacob Day and seconded by Bill Howard to accept a donation totaling \$10,000 from the Harrison Intermediate School PTA for the teacher lounge refresh, tables for the front of the school and a new mascot costume.

Motion carried unanimously, 6-0.

INFORMATION REPORTS AND PUBLIC MEETINGS (NO ACTION REQUIRED)

1. Presentation and Public Hearing on the 2023-2024 Budget and Proposed Tax Rate by Scott Roderick. The following individuals gave comment during the Public Hearing which began at 7:29 p.m. and ended at 7:37 p.m.:

Name	Address
Michael Schwerin	2005 Highland Drive, Wylie
Dawn Shallow	No address given
Luca Pareti	1806 Crimson Blossom Drive, Wylie

2. Dr. Kim Spicer provided an update on the Master Facilities Plan.

PUBLIC FORUM

Name	Address	Telephone	Topic
Dawn Shallow			Tax Rates
Randi Jackson			Budget/Tax

ACTION ITEMS:

1. Consent Agenda
  - a. Minutes
  - b. Financial Reports
    1. Financial Reports
    2. Investment Reports
    3. Student Nutrition Reports
  - c. Budget Amendment 10 for the 2022-2023 School Year
  - d. Request to Cancel July 17, 2023, Regular Scheduled Board Meeting
  - e. Consider Resolution Approving Emergency Closure
  - f. Consider Resolution Establishing Parameters for Retention Stipend
  - g. Consider Approving Shared Service Agreement – Fiscal Agent – Autism Grant

- h. Consider Approval of RFP 2023-J06-100-10 - Fine Arts Contracted Services
- i. Consider Approval of RFP 2023-J07-103-6 - Local Restaurant and Fast Food and Catering
- j. Consider Approval of RFP 2023-A-04-111 – Printing Services
- k. Consider Approval of RFP 2023-M03-110 – Student Nutrition Equipment
- l. Consider Approval of Local Policy Update – GKD(Local)

m. Consider Approval of TASB Localized Policy Manual Update 121 M/M by Jacob Day and seconded by Mike Williams to approve the consent agenda items “a-m” as presented by administration

Motion carried unanimously, 6-0.

## 2. New and Unfinished Action Items

- a. Board Resolution Adopting the Budget for the 2023-2024 Fiscal Year

M/M by Mike Williams and seconded by Virdie Montgomery to approve the resolution adopting the budget for the 2023-2024 Fiscal Year which includes \$200,000 for Accelerated Instruction as presented by administration

Motion carried unanimously, 6-0.

- b. Consider and Take Action Regarding Changes to Board Policy DH(Local) Involving Safety and Security Measures Discussed in Closed Session Pursuant to Texas Government Code Sections 551.076 and 551.089

M/M by Bill Howard and seconded by Jacob Day to approve the changes to board policy DH(Local) involving safety and security measures discussed in closed session pursuant to Texas Government Code Sections 551.076 and 551.089

Motion carried unanimously, 6-0.



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c. Consider Approval for 2023-2024 Salary Schedule

M/M by Matt Atkins and seconded by Bill Howard to approve the 2023-2024 Salary Schedule as presented by administration

Motion carried unanimously, 6-0.

d. Personnel – Section 551.074 of the Texas Government Code

1. Resignations
2. Employment
3. Additional Personnel Units

M/M by Matt Atkins and seconded by Jacob Day to approve resignations, employment, and additional personnel units as presented by administration

Motion carried unanimously, 6-0.

ADJOURNMENT:

At 8:11 p.m., the meeting was adjourned by mutual consent.

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Stacie Smith, President

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Matt Atkins, Vice President

**WYLIE INDEPENDENT SCHOOL DISTRICT  
WYLIE, TEXAS**

**MONDAY, JULY 17, 2023 – SPECIAL CALLED BOARD MEETING:**

Wylie Independent School District Board of Trustees met in a special called session on Monday, July 17, 2023, at the Wylie Educational Service Center, 951 South Ballard, Wylie, Texas, 75098.

**CALL TO ORDER:**

The meeting was called to order by President Stacie Smith at 7:38 a.m.

Board members present:                      Matt Atkins, Jacob Day, Virdie Montgomery,  
Kylie Reising, Stacie Smith and Mike Williams

Board members absent:                      Bill Howard

School Officials Present:                      Superintendent Dr. David Vinson, Deputy  
Superintendent Dr. Kim Spicer, Assistant  
Superintendents Scott Roderick, Casey Whittle,  
Scott Winn, Chief of Staff Dr. Jessica Branch,  
Executive Director of Communications April  
Cunningham, Executive Director of Maintenance  
and Operations Nathan Watson, Web/Multimedia  
Coordinator Doug Bellamy, Audio/Visual  
Technician Daniel Dollar, Assistant to the  
Superintendent Rhonda Tracy, Administrative  
Assistant to the Assistant Superintendent for  
Maintenance and Operations Donna Nettles.

Visitors:    None

**OPEN SESSION:**

At 7:38 a.m., the meeting moved into open session for a board workshop on the Master Facilities Plan. The presentation was made by Dr. Kim Spicer, Deputy Superintendent and Casey Whittle, Assistant Superintendent for Human Resources.

**ADJOURNMENT:**

At 8:33 a.m., the meeting was adjourned by mutual consent.

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Stacie Smith, President

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Kylie Reising, Secretary

**Wylie Independent School District**

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# **Interim Financial Reports**

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**July 31, 2023**

# **Wylie Independent School District**

## **Interim Financial Reports**

**As of July 31, 2023**

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**Wylie Independent School District**  
**Balance Sheet**  
**All Governmental Funds**  
**July 31, 2023**

		<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>
<b>Assets</b>					
1110	Cash and cash equivalents	\$ 20,381,159	\$ 760,932	\$ 3,334	\$ 22,889
1120	Current investments	54,161,041	11,365,678	33,332,195	4,846,864
1225	Taxes receivable, net	727,383	-	332,186	-
1240	Due from other governments	-	2,002,856	-	-
1250	Accrued Interest	-	-	-	-
1260	Due from other funds	1,209,635	175,664	-	11,030
1290	Other receivables	743	2,830	-	-
1300	Inventories	259,408	-	-	-
1490	Other current assets	-	-	-	91,901
1000	<b>Total Assets</b>	<u>\$ 76,739,369</u>	<u>\$ 14,307,960</u>	<u>\$ 33,667,715</u>	<u>\$ 4,972,684</u>
<b>Liabilities</b>					
2110	Accounts payable	\$ -	\$ -	\$ -	\$ -
2150	Payroll deductions & withholdings	2,066,266	89,853	-	-
2160	Accrued wages payable	7,080,391	475,458	-	-
2170	Due to other funds	926,888	451,251	5,515	5,515
2180	Due to other governments	-	7	34,719	-
2200	Accrued expenditures	-	-	-	-
2300	Unearned revenue	-	-	-	-
2400	Payable from restricted assets	-	-	-	-
2600	Deferred Inflows	727,383	638,767	332,186	-
2000	<b>Total Liabilities</b>	<u>10,800,928</u>	<u>1,655,336</u>	<u>372,420</u>	<u>5,515</u>
<b>Fund Balances</b>					
3410	Investments in inventory	\$ 216,270	-	-	-
3430	Reserve for Prepaid Items	1,650,232	-	-	-
3450	Restricted for Federal/State Funds Grant Restrictions	-	1,453,165	-	-
3470	Reserve for Capital Acq. Prog and Contractual Obligations	-	-	-	4,967,169
3480	Restricted for Retirement of Long-Term Debt	-	-	33,295,294	-
3490	Other reserves of fund balance	497,338	307,835	-	-
3540	Designated Fund Balance - Campus Activity Fund	-	1,120,600	-	-
3570	Assigned Fund Balance - Capital Exp. - Equipment	2,822,311	-	-	-
3590	Other Designated Fund Balances	590,757	-	-	-
3600	Unassigned Fund Balance	60,161,533	9,771,024	-	-
3000	<b>Total Fund Balances</b>	<u>65,938,441</u>	<u>12,652,624</u>	<u>33,295,294</u>	<u>4,967,169</u>
4000	<b>Total Liabilities and Fund Balances</b>	<u>\$ 76,739,369</u>	<u>\$ 14,307,960</u>	<u>\$ 33,667,714</u>	<u>\$ 4,972,684</u>

# Wylie Independent School District

## Budget and Actual

### General Fund

July 1, 2023 through July 31, 2023

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 94,788,850	\$ 1,118,225	1.18%
5800	State sources	98,201,866	9,571,176	9.75%
5900	Federal sources	<u>3,631,800</u>	<u>44,057</u>	<u>1.21%</u>
	<b>Total Revenues</b>	<b><u>196,622,516</u></b>	<b><u>10,733,458</u></b>	<b><u>5.46%</u></b>
<b>Expenditures</b>				
11	Instruction	117,663,803	1,664,909	1.41%
12	Instructional resources & media	1,418,381	29,334	2.07%
13	Staff development	5,252,919	256,699	4.89%
21	Instructional administration	1,930,485	144,957	7.51%
23	School administration	10,569,203	678,953	6.42%
31	Guidance and counseling	5,372,753	91,034	1.69%
32	Social Work Services	61,066	488	0.80%
33	Health services	2,053,400	26,700	1.30%
34	Student transportation	8,400,316	313,793	3.74%
35	Food Services	5,000	2,303	46.06%
36	Co-curricular activities	5,936,177	173,034	2.91%
41	General administration	8,213,097	758,635	9.24%
51	Plant maintenance & operations	20,594,969	3,625,673	17.60%
52	Security	1,875,355	21,209	1.13%
53	Technology	4,001,509	625,092	15.62%
61	Community service	1,000	-	0.00%
71	Debt service	2,213,598	1,354,905	61.21%
81	Facilities Acquisition and Construction	50,855	-	0.00%
95	JJAEP Programs	96,000	-	0.00%
99	Other Intergovernmental Charges	920,000	-	0.00%
	<b>Total Expenditures</b>	<b><u>196,629,886</u></b>	<b><u>9,767,718</u></b>	<b><u>4.97%</u></b>
<b>Excess Revenues Over/(Under) Expenditures</b>		<u>(7,370)</u>	<u>965,740</u>	
7XXX	Other Financing Sources	-	40,420	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<b><u>-</u></b>	<b><u>40,420</u></b>	
Beginning Fund Balance - July 1, 2023		<u>64,932,281</u>	<u>64,932,281</u>	
<b>Estimated Fund Balance - Ending</b>		<b><u>\$ 64,924,911</u></b>	<b><u>\$ 65,938,441</u></b>	

**Notes:**

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\*\* May be off < > \$1 due to rounding.

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Budget - Revenue Detail

### General Fund

July 1, 2023 through July 31, 2023

	<u>Original Budget</u>	<u>Approved Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>REVENUES</b>				
<b>Local Resources</b>				
5711 Taxes, Current Year Levy	\$ 89,327,169	\$ 89,327,169	\$ 254,573	0.28%
5712 Taxes, Prior Years	300,000	300,000	5,991	2.00%
5716 Penalties and Interest	210,000	210,000	25,898	12.33%
5719 Other Tax Revenue	20,000	20,000	923	4.62%
Total Property Tax Revenue	89,857,169	89,857,169	287,385	0.32%
<b>Other Local Revenue</b>				
5735 Student Transfer Tuition	30,000	30,000	10,000	33.33%
5737 Summer School Tuition	50,000	50,000	-	0.00%
5742 Earnings from Investments	3,270,534	3,270,534	352,048	10.76%
5743 Rent	670,000	670,992	231,624	34.52%
5744 Donations	172,455	172,455	25	0.01%
5745 Insurance Recovery	-	-	-	0.00%
5749 Other Revenue from Local Sources	319,000	319,000	200,653	62.90%
5752 Athletic Activity	418,700	418,700	36,490	8.72%
Total Other Local Resources	4,930,689	4,931,681	830,840	16.85%
<b>Total Local Resources</b>	<b>94,787,858</b>	<b>94,788,850</b>	<b>1,118,225</b>	<b>1.18%</b>
<b>State Sources</b>				
5811 Per Capita Apportionment	7,112,568	7,112,568	798,300	11.22%
5812 Foundation School Program (FSP)	80,172,943	80,172,943	8,027,916	10.01%
5819 Other FSP Revenues	-	-	-	0.00%
5829 State Revenue	-	-	-	0.00%
5831 TRS on Behalf	10,916,355	10,916,355	744,960	6.82%
5842 Supplemental State Visually Impaired	-	-	-	0.00%
5849 SSA State Revenues	-	-	-	0.00%
<b>Total State Revenue</b>	<b>98,201,866</b>	<b>98,201,866</b>	<b>9,571,176</b>	<b>9.75%</b>
<b>Federal Resources</b>				
5919 Indirect Costs from Federal Funds (SSA)	-	-	-	0.00%
5929 Indirect Costs from Federal Funds (TEA)	200,000	200,000	-	0.00%
5931 School Health Services (SHARS)	3,200,000	3,200,000	13,418	0.42%
5932 Medicaid Adm Claiming Program (MAC)	8,000	8,000	24,064	300.80%
5939 State Comp/Flood Area	3,800	3,800	-	0.00%
5941 Impact Aid	100,000	100,000	-	0.00%
5946 Federal Revenue from Federal Agencies	120,000	120,000	6,575	5.48%
<b>Total Federal Revenue</b>	<b>3,631,800</b>	<b>3,631,800</b>	<b>44,057</b>	<b>1.21%</b>
<b>TOTAL REVENUES</b>	<b>\$ 196,621,524</b>	<b>\$ 196,622,516</b>	<b>\$ 10,733,458</b>	<b>5.46%</b>

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### General Fund

July 1, 2023 through July 31, 2023

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>EXPENSES</b>				
<b>6100s</b>				
6100-6199 Payroll	\$ 165,781,617	\$ 165,781,617	\$ 3,822,192	2.31%
<b>6200s</b>				
6200-6299 Professional & Contracted Services	11,610,042	11,531,741	491,383	4.26%
<b>6300s</b>				
6300-6399 Supplies & Materials	10,263,992	10,249,284	1,459,724	14.24%
<b>6400s</b>				
6400-6499 Other Operating Costs	6,222,372	6,232,120	2,564,957	41.16%
<b>6500s</b>				
6500-6599 Debt Services	2,213,598	2,213,598	1,354,905	61.21%
<b>6600s</b>				
6600-6699 Capital Outlay	529,903	621,526	74,557	12.00%
<b>TOTAL EXPENSES</b>	<b>\$ 196,621,524</b>	<b>\$ 196,629,886</b>	<b>\$ 9,767,718</b>	<b>4.97%</b>



# Wylie Independent School District

## Budget and Actual

### Special Revenue Fund

July 1, 2023 through July 31, 2023

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 5,132,900	\$ 422,429	8.23%
5800	State sources	1,414,885	95,310	6.74%
5900	Federal sources	<u>13,387,624</u>	<u>-</u>	<u>0.00%</u>
	<b>Total Revenues</b>	<b><u>19,935,409</u></b>	<b><u>517,739</u></b>	<b><u>2.60%</u></b>
<b>Expenditures</b>				
11	Instruction	7,270,174	230,293	3.17%
12	Instructional resources & media	76,150	4,146	5.44%
13	Staff development	976,122	6,497	0.67%
21	Instructional administration	516	-	0.00%
23	School administration	54,463	690	1.27%
31	Guidance and counseling	2,340,122	20,367	0.87%
32	Social Work Services	15,586	-	0.00%
33	Health services	-	-	0.00%
34	Student transportation	1,239,236	-	0.00%
35	Food Service	10,934,744	164,347	1.50%
36	Co-curricular activities	665,986	6,265	0.94%
41	General administration	842,371	8,526	1.01%
51	Plant maintenance & operations	131,498	-	0.00%
52	Security	864,851	-	0.00%
53	Technology	79,740	79,740	100.00%
61	Community service	86,275	-	0.00%
71	Debt service	4,500	-	0.00%
81	Facilities Acquisition and Construction	12,788	-	0.00%
	<b>Total Expenditures</b>	<b><u>25,595,122</u></b>	<b><u>520,871</u></b>	<b><u>2.04%</u></b>
<b>Excess Revenues Over/(Under) Expenditures</b>		<b>(5,659,713)</b>	<b>(3,132)</b>	
7XXX	Other Financing Sources	-	-	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<b><u>-</u></b>	<b><u>-</u></b>	
Actual Fund Balance - July 1, 2023		<u>12,655,756</u>	<u>12,655,756</u>	
<b>Estimated Fund Balance - Ending</b>		<b><u>\$ 6,996,043</u></b>	<b><u>\$ 12,652,624</u></b>	

**Notes:**

**Includes Food Service Fund**

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\* May be off < > \$1 due to rounding.

# Wylie Independent School District

## Budget and Actual

### Food Service Fund

July 1, 2023 through July 31, 2023

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 4,907,420	\$ 337,861	6.88%
5800	State sources	185,000	34,085	18.42%
5900	Federal sources	<u>4,647,489</u>	<u>-</u>	<u>0.00%</u>
	<b>Total Revenues</b>	<b><u>9,739,909</u></b>	<b><u>371,946</u></b>	<b><u>3.82%</u></b>
<b>Expenditures</b>				
35	Food Services	10,932,788	164,347	1.50%
51	Plant Maintenance and Operations	25,240	-	0.00%
71	Debt Service (copiers)	4,500	-	0.00%
81	Facilities Acquisition and Construction	<u>-</u>	<u>-</u>	<u>0.00%</u>
	<b>Total Expenditures</b>	<b><u>10,962,528</u></b>	<b><u>164,347</u></b>	<b><u>1.50%</u></b>
	<b>Excess Revenues Over/(Under) Expenditures</b>	<b>(1,222,619)</b>	<b>207,599</b>	
7XXX	Other Financing Sources	-	-	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<b><u>-</u></b>	<b><u>-</u></b>	
Actual Fund Balance - July 1, 2023				
		<u>5,410,781</u>	<u>5,410,781</u>	
Estimated Fund Balance - Ending				
		<b><u>\$ 4,188,162</u></b>	<b><u>\$ 5,618,380</u></b>	

#### Notes:

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\* May be off < > \$1 due to rounding.

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Budget - Revenue Detail

### Food Service Fund

July 1, 2023 through July 31, 2023

	<u>Original Budget</u>	<u>Approved Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>REVENUES</b>				
<b>Other Local Revenue</b>				
5742 Earnings from Investments	\$ 25,000	\$ 25,000	\$ 36,635	146.54%
5745 Insurance Recovery	-	-	-	0.00%
5749 Other Revenue from Local Sources	10,000	10,000	-	0.00%
5751 Food Service Activity	4,872,420	4,872,420	301,226	6.18%
<b>Total Local Resources</b>	<u>4,907,420</u>	<u>4,907,420</u>	<u>337,861</u>	<u>6.88%</u>
<b>State Sources</b>				
5829 State Revenue	35,000	35,000	12,648	36.14%
5831 TRS on Behalf	150,000	150,000	21,437	14.29%
<b>Total State Revenue</b>	<u>185,000</u>	<u>185,000</u>	<u>34,085</u>	<u>18.42%</u>
<b>Federal Resources</b>				
5919 Federal Revenue	-	-	-	0.00%
5921 NSLP-School Breakfast	629,604	629,604	-	0.00%
5922 NSLP - School Lunch	3,420,000	3,420,000	-	0.00%
5923 USDA Donated Commodities	597,885	597,885	-	0.00%
5939 Fed Rev Distributed by TX Govt Agency	-	-	-	0.00%
<b>Total Federal Revenue</b>	<u>4,647,489</u>	<u>4,647,489</u>	<u>-</u>	<u>0.00%</u>
<b>TOTAL REVENUES</b>	<u><u>\$ 9,739,909</u></u>	<u><u>\$ 9,739,909</u></u>	<u><u>\$ 371,946</u></u>	<u><u>3.82%</u></u>

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### Food Service Fund

July 1, 2023 through July 31, 2023

		<u>Original Budget</u>	<u>Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>EXPENSES</b>					
<b>6100s</b>					
6100-6199	Payroll	\$ 4,185,487	\$ 4,185,487	\$ 86,663	2.07%
<b>6200s</b>					
6200-6299	Professional & Contracted Services	81,240	91,240	-	0.00%
<b>6300s</b>					
6300-6399	Supplies & Materials	5,200,301	5,190,301	77,386	1.49%
<b>6400s</b>					
6400-6499	Other Operating Costs	41,000	41,000	298	0.73%
<b>6500s</b>					
6500-6599	Debt Services	4,500	4,500	-	0.00%
<b>6600s</b>					
6600-6699	Capital Outlay	1,450,000	1,450,000	-	0.00%
<b>TOTAL EXPENSES</b>		<b>\$ 10,962,528</b>	<b>\$ 10,962,528</b>	<b>\$ 164,347</b>	<b>1.50%</b>

# Wylie Independent School District

## Budget and Actual

### Debt Service Fund

July 1, 2023 through July 31, 2023

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
	<b>Revenues</b>			
5700	Local & intermediate sources	\$ 45,056,435	\$ 282,065	0.63%
5800	State sources	400,000	-	0.00%
	<b>Total Revenues</b>	<b>45,456,435</b>	<b>282,065</b>	<b>0.62%</b>
	<b>Expenditures</b>			
71	Debt service	45,456,435	-	0.00%
	<b>Total Expenditures</b>	<b>45,456,435</b>	<b>-</b>	<b>0.00%</b>
	<b>Excess Revenues Over/(Under) Expenditures</b>	<b>-</b>	<b>282,065</b>	
7XXX	Other Financing Sources	-	-	
8XXX	Other Financing Uses	-	-	
	<b>Total Other Financing Sources/(Uses)</b>	<b>-</b>	<b>-</b>	
	Actual Fund Balance - July 1, 2023	33,013,229	33,013,229	
	<b>Estimated Fund Balance - Ending</b>	<b>\$ 33,013,229</b>	<b>\$ 33,295,294</b>	

#### Notes:

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\* May be off < > \$1 due to rounding.

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Budget - Revenue Detail

### Debt Service Fund

July 1, 2023 through July 31, 2023

	<u>Original Budget</u>	<u>Approved Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>REVENUES</b>				
<b>Local Resources</b>				
5711 Taxes, Current Year Levy	\$ 44,801,435	\$ 44,801,435	\$ 122,845	0.27%
5712 Taxes, Prior Years	120,000	120,000	3,000	2.50%
5716 Penalties and Interest	75,000	75,000	12,122	16.16%
5719 Other Tax Revenue	-	-	-	0.00%
Total Property Tax Revenue	<u>44,996,435</u>	<u>44,996,435</u>	<u>137,967</u>	<u>0.31%</u>
<b>Other Local Revenue</b>				
5742 Earnings from Investments	60,000	60,000	144,098	240.16%
5749 Other Revenue from Local Sources	-	-	-	0.00%
Total Other Local Resources	<u>60,000</u>	<u>60,000</u>	<u>144,098</u>	<u>240.16%</u>
<b>Total Local Resources</b>	<u>45,056,435</u>	<u>45,056,435</u>	<u>282,065</u>	<u>0.63%</u>
<b>State Sources</b>				
5829 State Revenue	<u>400,000</u>	<u>400,000</u>	<u>-</u>	<u>0.00%</u>
<b>Total State Revenue</b>	<u>400,000</u>	<u>400,000</u>	<u>-</u>	<u>0.00%</u>
<b>TOTAL REVENUES</b>	<u><u>\$ 45,456,435</u></u>	<u><u>\$ 45,456,435</u></u>	<u><u>\$ 282,065</u></u>	<u><u>0.62%</u></u>

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### Debt Service Fund

July 1, 2023 through July 31, 2023

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
EXPENSES				
6500s				
6500-6599 Debt Services	45,456,435	45,456,435	-	0.00%
<b>TOTAL EXPENSES</b>	<b>\$ 45,456,435</b>	<b>\$ 45,456,435</b>	<b>\$ -</b>	<b>0.00%</b>

**Wylie Independent School District**  
**Budget and Actual**  
**Capital Projects Fund**  
**July 1, 2023 through July 31, 2023**

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	<u>207,770</u>	<u>22,453</u>	<u>10.81%</u>
	<b>Total Revenues</b>	<u><b>207,770</b></u>	<u><b>22,453</b></u>	
<b>Expenditures</b>				
11	Instructional	10,309	-	0.00%
12	Instructional Resources & Media	-	-	0.00%
23	School administration	-	-	0.00%
31	Guidance and counseling	-	-	0.00%
33	Health Services	-	-	0.00%
34	Capital Outlay	-	-	0.00%
36	Co-curricular Activities	-	-	0.00%
41	General administration	-	-	0.00%
51	Plant Maintenance & Operations	135,384	-	0.00%
52	Security & Monitoring	-	-	0.00%
53	Technology	-	-	0.00%
71	Debt Service	-	-	0.00%
81	Capital outlay	<u>4,358,758</u>	<u>116,641</u>	<u>2.68%</u>
	<b>Total Expenditures</b>	<u><b>4,504,451</b></u>	<u><b>116,641</b></u>	
	<b>Excess Revenues Over/(Under) Expenditures</b>	<b>(4,296,681)</b>	<b>(94,188)</b>	
7XXX	Other Financing Sources	-	-	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<u><b>-</b></u>	<u><b>-</b></u>	
	Actual Fund Balance - July 1, 2023	<u>5,061,357</u>	<u>5,061,357</u>	
	<b>Estimated Fund Balance - Ending</b>	<u><b>\$ 764,676</b></u>	<u><b>\$ 4,967,169</b></u>	

**Notes:**

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\* May be off < > \$1 due to rounding.



**Wylie Independent School District**

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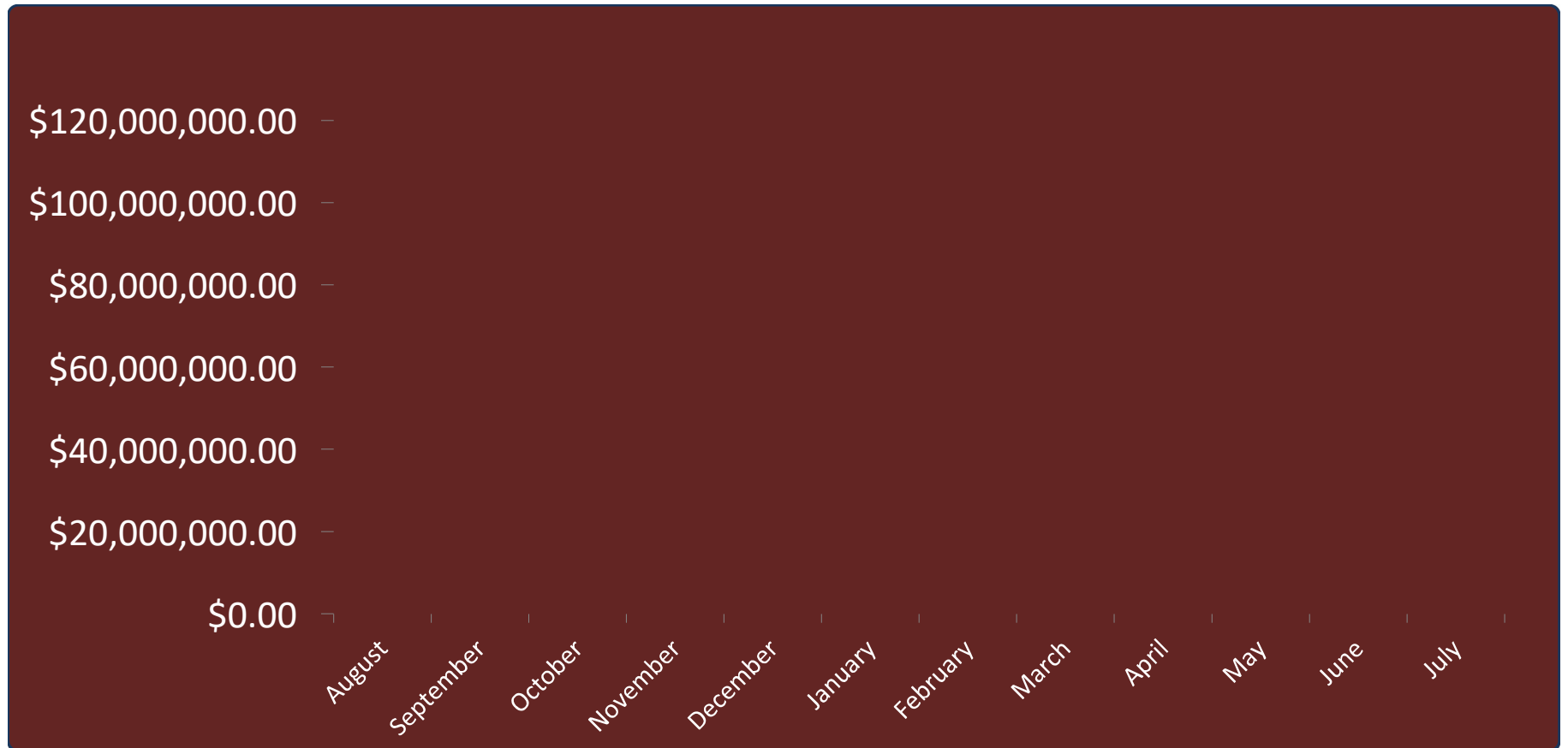
# **Monthly Investment Report**

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**7/31/23**

**Wylie Independent School District**  
**Market Value of Operating Fund Investments**  
**For the Twelve Months Ending July 31, 2023**

	August	September	October	November	December	January	February	March	April	May	June	July
<b>Total</b>	<b>\$65,651,104.07</b>	<b>\$69,878,790.85</b>	<b>\$72,725,251.05</b>	<b>\$72,956,924.63</b>	<b>\$105,135,954.34</b>	<b>\$110,718,366.47</b>	<b>\$112,440,147.01</b>	<b>\$101,823,659.82</b>	<b>\$95,414,132.03</b>	<b>\$86,134,191.06</b>	<b>\$78,962,558.26</b>	<b>\$72,519,208.37</b>
<b>Inwood</b>	<b>\$2,565,253.38</b>	<b>\$6,831,347.73</b>	<b>\$6,886,766.62</b>	<b>\$1,581,322.06</b>	<b>\$3,550,233.80</b>	<b>\$2,908,927.35</b>	<b>\$2,159,708.09</b>	<b>\$2,802,316.26</b>	<b>\$20,170,756.67</b>	<b>\$21,986,057.49</b>	<b>\$20,325,114.98</b>	<b>\$18,358,166.90</b>
<b>Lone Star/Landing Rock</b>	<b>\$63,085,850.69</b>	<b>\$63,047,443.12</b>	<b>\$65,838,484.43</b>	<b>\$71,375,602.57</b>	<b>\$101,585,720.54</b>	<b>\$107,809,439.12</b>	<b>\$110,280,438.92</b>	<b>\$99,021,343.56</b>	<b>\$75,243,375.36</b>	<b>\$64,148,133.57</b>	<b>\$58,637,443.28</b>	<b>\$54,161,041.47</b>



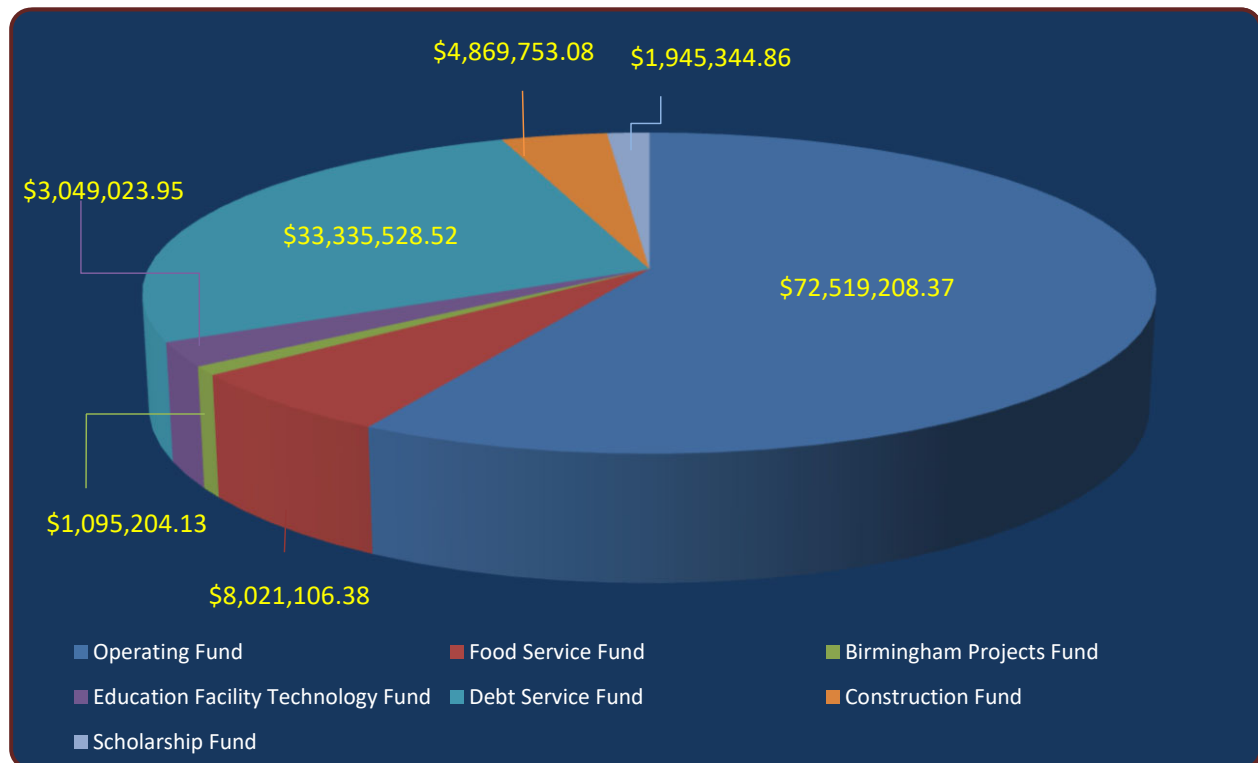
# Wylie Independent School District

## Market Value of Investments

As of July 31, 2023

Operating Fund	\$ 72,519,208.37
Food Service Fund	\$ 8,021,106.38
Birmingham Projects Fund	\$ 1,095,204.13
Education Facility Technology Fund	\$ 3,049,023.95
Debt Service Fund	\$ 33,335,528.52
Construction Fund	\$ 4,869,753.08
Scholarship Fund	\$ 1,945,344.86
<b>TOTAL</b>	<b><u>\$ 124,835,169.29</u></b>

## TOTAL PORTFOLIO



# Wylie Independent School District

## Current Period Change in Market Value

July 1, 2023 through July 31, 2023

<u>Fund</u>	<u>Investment Description</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Change</u>
199	<b>Operating Fund</b>			
	Inwood National Bank	20,321,623.73	18,358,166.90	(1,963,456.83)
	Lone Star Investment Fund	45,901,305.04	41,412,843.95	(4,488,461.09)
	Landing Rock Cash Mgt (form. USA Mutual)	12,698,395.46	12,748,197.52	49,802.06
240	<b>Food Service Fund</b>			
	Inwood National Bank	378,969.78	692,167.96	313,198.18
	Lone Star Investment Fund	7,981,295.23	7,328,938.42	(652,356.81)
4XX	<b>Birmingham Projects Fund</b>			
	Inwood National Bank	126,374.61	107,475.92	(18,898.69)
	LOGIC Escrow 1940 Trust	703,552.03	706,717.21	3,165.18
	LOGIC Escrow 1950 Trust	279,615.61	280,873.57	1,257.96
	LOGIC Prime	136.83	137.43	0.60
494	<b>Education Facility Technology Fund</b>			
	Inwood National Bank	-	12.26	
	Lone Star Investment Fund	3,116,104.83	3,049,011.69	(67,093.14)
511	<b>Debt Service Fund</b>			
	Inwood National Bank	3,307.98	3,333.95	25.97
	Lone Star Investment Fund	33,032,449.55	33,332,194.57	299,745.02
629	<b>Construction Fund</b>			
	Inwood National Bank	-	-	-
	Lone Star Investment Fund (2019 Bond)	16.85	-	(16.85)
650	<b>Construction Fund</b>			
	Inwood National Bank	12,370.39	12,512.46	142.07
680	<b>Construction Fund</b>			
	Inwood National Bank	7,329.58	7,413.75	84.17
681	<b>Construction Fund</b>			
	Inwood National Bank	2,096.05	2,120.13	24.08
	Lone Star Investment Fund	281,423.98	282,726.15	1,302.17
682	<b>Construction Fund</b>			
	Inwood National Bank	833.33	842.90	9.57
	Lone Star Investment Fund	4,722,192.29	4,564,137.69	(158,054.60)
8XX	<b>Scholarship Fund</b>			
	Inwood National Bank	249,799.60	251,555.77	1,756.17
	JP Morgan Investment Management Account	1,667,253.51	1,693,789.09	26,535.58

# Wylie Independent School District

## Current Period Interest Earnings

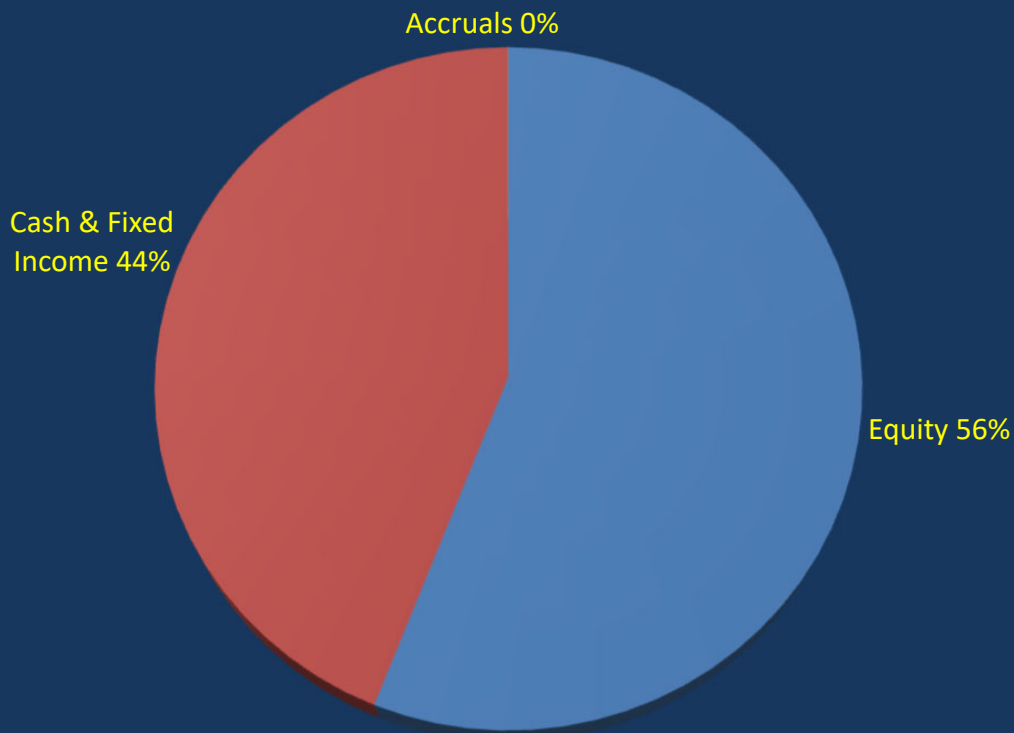
July 1, 2023 through July 31, 2023

<u>Fund</u>	<u>Investment Description</u>	<u>July 2023 YTD Interest Earned</u>	<u>July 2022 YTD Interest Earned</u>
199	Operating Fund	352,047.68	101,137.84
240	Food Service Fund	35,634.73	8,887.82
494	Education Facility Technology Fund	14,135.95	-
4XX	Birmingham Projects Fund	4,953.09	1,637.70
511	Debt Service Fund	144,097.71	43,097.08
650	Construction Fund	70.50	17.42
680	Construction Fund	41.77	10.32
681	Construction Fund	1,314.12	545.24
682	Construction Fund	21,026.16	11,698.27
8XX	Scholarship Fund	4,723.18	3,578.05
<b>TOTAL INTEREST TO DATE</b>		<b>578,044.89</b>	<b>170,609.74</b>

**Wylie Independent School District**  
**Birmingham Scholarship Fund - Asset Allocation**  
As of July 31, 2023

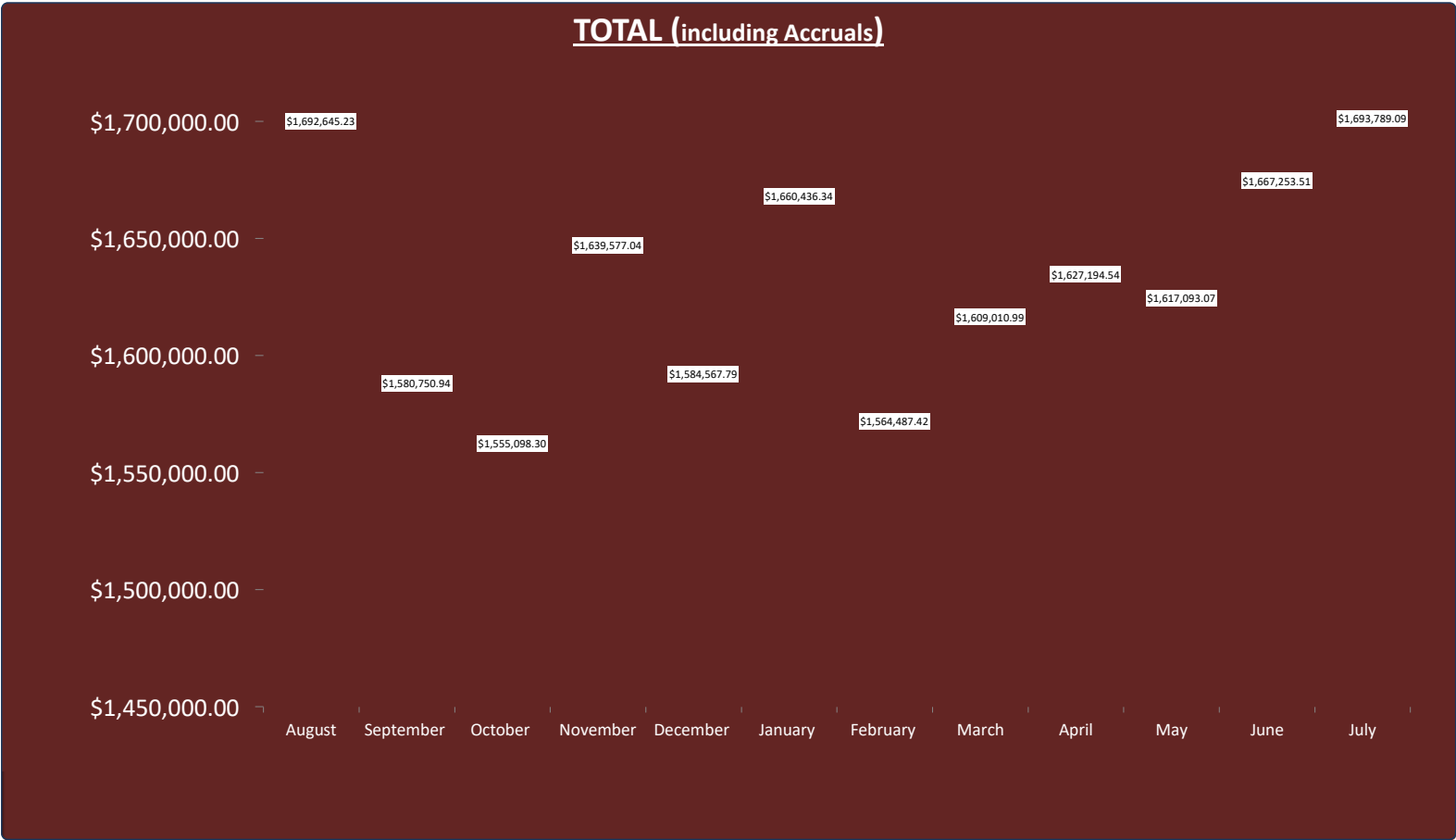
	Ending Market Value	Current Allocation
Equity	\$ 948,353.23	56%
Cash & Fixed Income	\$ 745,014.73	44%
Accruals	<u>\$ 421.13</u>	<u>0%</u>
<b>TOTAL</b>	<u><u>\$ 1,693,789.09</u></u>	<u><u>100%</u></u>

## ASSET ALLOCATION



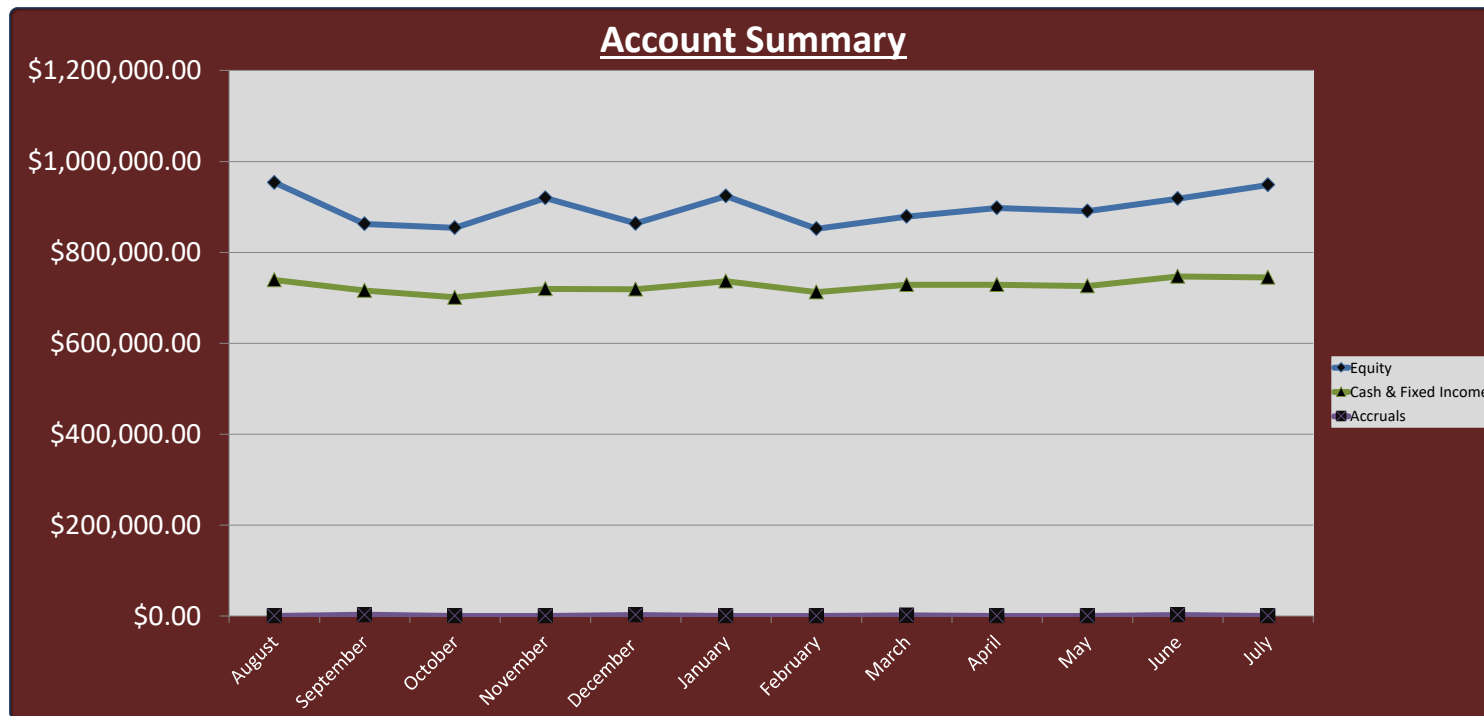
**Wylie Independent School District**  
**Market Value of Birmingham Scholarship Fund Investments (Total)**  
**For the Twelve Months Ending July 31, 2023**

August	September	October	November	December	January	February	March	April	May	June	July
\$1,692,645.23	\$1,580,750.94	\$1,555,098.30	\$1,639,577.04	\$1,584,567.79	\$1,660,436.34	\$1,564,487.42	\$1,609,010.99	\$1,627,194.54	\$1,617,093.07	\$1,667,253.51	\$1,693,789.09



**Wylie Independent School District**  
**Market Value of Birmingham Scholarship Fund Investments (Summary)**  
**For the Twelve Months Ending July 31, 2023**

	August	September	October	November	December	January	February	March	April	May	June	July
Equity	\$953,378.88	\$862,452.58	\$854,119.76	\$919,632.79	\$863,520.42	\$923,652.21	\$851,645.54	\$878,725.13	\$897,811.19	\$890,835.48	\$918,310.76	\$948,353.23
Cash & Fixed Income	\$739,021.72	\$715,901.81	\$700,680.61	\$719,648.55	\$718,753.69	\$736,444.68	\$712,486.99	\$728,420.40	\$729,037.41	\$725,896.59	\$746,883.21	\$745,014.73
Accruals	\$244.63	\$2,396.55	\$297.93	\$295.70	\$2,293.68	\$339.45	\$354.89	\$1,865.46	\$345.94	\$361.00	\$2,059.54	\$421.13





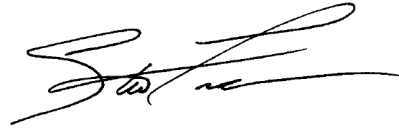
**Wylie Independent School District**  
**Current Period Change in Values - Birmingham Scholarship Fund**  
**July 1, 2023 through July 31, 2023**

Investment Description	Price	Quantity	Market Value			Adjusted Tax Cost Original Cost			Yield
			Beginning	Ending	Change	Beginning	Ending	Change	
JP Morgan - TOTAL EQUITY									
US Large Cap Equity									
Six Circles US Unconstrained	14.24	14,716.26	201,612.82	209,559.60	7,946.78	174,575.38	174,575.38	-	1.10%
SPDR S&P 500 ETF Trust	457.79	983.00	435,744.24	450,007.57	14,263.33	231,189.22	231,189.22	-	1.42%
US Mid Cap Equity									
ISHARES S&P Midcap EFT	272.40	62.00	-	16,888.80	16,888.80	-	16,854.77	16,854.77	1.47%
EAFE Equity									
JPMORGAN BETABUILDERS CANADA ETF	63.16	516.00	31,610.16	32,590.56	980.40	25,311.63	25,311.63	-	2.52%
Six Circles International UNCON EQ	10.80	12,510.96	132,365.98	135,118.39	2,752.41	125,297.89	125,297.89	-	2.70%
European Large Cap Equity									
JPMorgan Betabuilders Europe - ETF	55.51	458.00	40,535.88	25,423.58	(15,112.30)	39,773.17	24,319.11	(15,454.06)	3.04%
Japanese Large Cap Equity									
JPMorgan Betabuilders Japan - ETF	52.83	1,021.00	52,622.34	53,939.43	1,317.09	49,446.73	49,446.73	-	1.29%
Asia ex-Japan Equity									
JPM Betabuilders Developed Asia EX-Japan ET	49.85	498.00	23,819.34	24,825.30	1,005.96	26,740.10	26,740.10	-	4.08%
Total Equity			918,310.76	948,353.23	30,042.47	672,334.12	673,734.83	1,400.71	
JP Morgan - CASH AND US FIXED INCOME									
Cash									
US Dollar	1.00	19,544.96	23,276.46	19,544.96	(3,731.50)	23,276.46	19,544.96	(3,731.50)	5.10%
Cost of Pending Purchases	1.00	(2,463.05)	(2,463.05)	-	2,463.05	-	-	-	-
US Fixed Income									
Six Circles Ultra Short Duration	9.80	1,556.64	15,223.92	15,255.05	31.13	15,581.95	15,581.95	-	3.79%
JPM Core Bond FD - USD - R6 ISIN	10.15	3,196.94	32,608.74	32,448.89	(159.85)	39,506.77	39,506.77	-	3.74%
Pimco Income FD-INS	10.49	1,472.58	15,329.57	15,447.37	117.80	17,765.26	17,765.26	-	6.12%
ISHARES BARCLAYS 7-10 YR TREASURY	95.74	326.00	31,491.60	31,211.24	(280.36)	32,661.94	32,661.94	-	2.55%
ISHARES US TREASURY BOND ETF	22.78	703.00	16,098.70	16,014.34	(84.36)	15,901.73	15,901.73	-	2.30%
Vanguard Total Bond Market	72.42	909.00	66,075.21	65,829.78	(245.43)	70,616.44	70,616.44	-	2.87%
Vanguard Mortgage-Backed SEC	45.80	745.00	34,262.55	34,121.00	(141.55)	39,235.18	39,235.18	-	3.01%
Non-US Fixed Income									
Vanguard Total Intl Bond ETF	48.74	1,999.00	97,711.12	97,431.26	(279.86)	110,814.79	110,814.79	-	1.89%
Vanguard Total Intl Bnd-Adm	19.46	7,933.86	154,551.55	154,392.88	(158.67)	178,151.78	178,151.78	-	1.79%
Global Fixed Income									
Six Circles Global Bond	8.20	28,194.92	230,634.44	231,198.34	563.90	268,744.98	268,744.98	-	11.72%
Six Circles Credit Opport	8.63	3,721.86	32,082.40	32,119.62	37.22	32,827.69	32,827.69	-	8.06%
Total Alternative Assets			746,883.21	745,014.73	(1,868.48)	845,084.97	841,353.47	(3,731.50)	
Total Other			-	-	-	-	-	-	
Accruals			2,059.54	421.13	(1,638.41)				
TOTAL			1,667,253.51	1,693,789.09	26,535.58				

## Investment Officers Certification

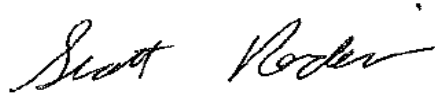
I hereby certify the preceding information is a true and accurate description of the investment portfolio of the Wylie Independent School District for the period indicated. All investments are in compliance with the Public Funds Investment Act and local district investment policies.

Steven Franks  
Executive Director of Finance



July 31, 2023

J. Scott Roderick  
Assistant Superintendent of Finance and Operations



July 31, 2023



**WYLIE INDEPENDENT SCHOOL DISTRICT  
DETAIL BUDGET AMENDMENT #1  
2023-2024 SCHOOL YEAR**

<u>Monday, August 21, 2023</u>	General Fund (Fund 164, 196 & 199)				Fund 240-Student Nutrition				Fund 511-Debt Service			
	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget
57xx -Local Revenue	94,787,858	94,787,858	7,225	94,795,083	4,907,420	4,907,420	-	4,907,420	45,056,435	45,056,435	-	45,056,435
58xx -State Revenue	98,201,866	98,201,866	311,000	98,512,866	185,000	185,000	-	185,000	400,000	400,000	-	400,000
59xx - Federal Revenue	3,631,800	3,631,800	-	3,631,800	4,647,489	4,647,489	-	4,647,489	-	-	-	-
79xx - Other Sources	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL Revenues</b>	<b>196,621,524</b>	<b>196,621,524</b>	<b>318,225</b>	<b>196,939,749</b>	<b>9,739,909</b>	<b>9,739,909</b>	<b>-</b>	<b>9,739,909</b>	<b>45,456,435</b>	<b>45,456,435</b>	<b>-</b>	<b>45,456,435</b>
<b>Func</b>	<b>Description</b>											
11	Instruction	117,656,433	117,656,433	1,963,454	119,619,887	-	-	-	-	-	-	-
12	Instructional Res/Media	1,418,381	1,418,381	5,993	1,424,374	-	-	-	-	-	-	-
13	Curriculum/Staff Dev	5,252,919	5,252,919	6,265	5,259,184	-	-	-	-	-	-	-
21	Instructional Leadership	1,930,485	1,930,485	548	1,931,033	-	-	-	-	-	-	-
23	Campus Administration	10,569,203	10,569,203	4,707	10,573,910	-	-	-	-	-	-	-
31	Guidance/Counseling	5,372,753	5,372,753	2,882	5,375,635	-	-	-	-	-	-	-
32	Social Work Services	61,066	61,066	-	61,066	-	-	-	-	-	-	-
33	Health Services	2,053,400	2,053,400	-	2,053,400	-	-	-	-	-	-	-
34	Transportation	8,400,316	8,400,316	523,464	8,923,780	-	-	-	-	-	-	-
35	Food Services	5,000	5,000	145,957	150,957	10,932,788	10,932,788	-	10,932,788	-	-	-
36	Co-Extra Curricular	5,936,177	5,936,177	43,193	5,979,370	-	-	-	-	-	-	-
41	Central Administration	8,213,097	8,213,097	13,975	8,227,072	-	-	-	-	-	-	-
51	Plant Maintenance	20,593,977	20,593,977	262,394	20,856,371	25,240	25,240	-	25,240	-	-	-
52	Security	1,875,355	1,875,355	422,218	2,297,573	-	-	-	-	-	-	-
53	Data Processing/Technology	4,001,509	4,001,509	-	4,001,509	-	-	-	-	-	-	-
61	Community Service	1,000	1,000	-	1,000	-	-	-	-	-	-	-
71	Debt Service -General Fund	2,213,598	2,213,598	-	2,213,598	4,500	4,500	-	4,500	45,456,435	45,456,435	-
81	Facilities Acquisition & Construction	50,855	50,855	4,475,908	4,526,763	-	-	-	-	-	-	-
95	Payments to JJAEP	96,000	96,000	-	96,000	-	-	-	-	-	-	-
99	Other Intergovernmental Charges	920,000	920,000	-	920,000	-	-	-	-	-	-	-
<b>TOTAL Expenditures</b>	<b>196,621,524</b>	<b>196,621,524</b>	<b>7,870,958</b>	<b>204,492,482</b>	<b>10,962,528</b>	<b>10,962,528</b>	<b>-</b>	<b>10,962,528</b>	<b>45,456,435</b>	<b>45,456,435</b>	<b>-</b>	<b>45,456,435</b>
89xx - Other Uses	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>196,621,524</b>	<b>196,621,524</b>	<b>7,870,958</b>	<b>204,492,482</b>	<b>10,962,528</b>	<b>10,962,528</b>	<b>-</b>	<b>10,962,528</b>	<b>45,456,435</b>	<b>45,456,435</b>	<b>-</b>	<b>45,456,435</b>
<b>Excess of revenue over (under) expenditures</b>	<b>-</b>	<b>-</b>	<b>(7,552,733)</b>	<b>(7,552,733)</b>	<b>(1,222,619)</b>	<b>(1,222,619)</b>	<b>-</b>	<b>(1,222,619)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

WYLIE INDEPENDENT SCHOOL DISTRICT  
Fund General (164 196 199)

Budget Amendment #1  
Monday, August 21, 2023  
for the 2023-2024 School Year

Fund 196 Donations - (For Memo Only)

		Approved Current Budget	Amendment	Revised Budget	Reason for Amending
REVENUE					
196-00-5744-SS-802-000000	Gifts & Bequests	0	225	225	C&I - Back to School Donations
196-00-5744-18-001-000000*	Gifts & Bequests	0	7,000	7,000	WHS - PTSA Donation
Total Revenue-Fund 196			7,225		
EXPENDITURES					
196-11-6398-SS-802-099000	Instruction	0	225	225	C&I - Back to School Donations
196-23-6395-18-001-099000*	Campus Administration	0	4,600	4,600	WHS - Fallen Pirates Memorial Bench and Plaques
196-31-6499-18-001-099000*	Guidance/Counseling	0	2,400	2,400	WHS - Mental Health Resources
Total Expenditures-Fund 196			7,225		

\*Denotes new account code

**WYLIE INDEPENDENT SCHOOL DISTRICT**  
Fund General (164 196 199)

Budget Amendment #1  
Monday, August 21, 2023  
for the 2023-2024 School Year

**Fund 199 General Fund - (For Memo Only)**

		<i>Approved Current Budget</i>	<i>Amendment</i>	<i>Revised Budget</i>	<i>Reason for Amending</i>
<b>REVENUE</b>					
199-00-5812-00-000-000000	Earnings from Investments	80,172,943	311,000	80,483,943	<i>Increase in Foundation School Program</i>
<b>Total Revenue-Fund 199</b>			<b>311,000</b>		
<b>EXPENDITURES</b>					
199-11-6398-00-101-011000	Instruction	11,540	(5,000)	6,540	<i>Hartman - Re-allocate funds per new principal</i>
199-11-6639-00-807-011000	Instruction	7,903	735,000	742,903	<i>Fine Arts - WEHS Auditorium sound upgrades &amp; Choir room projector upgrades</i>
199-11-62XX-XX-XXX-0XXXXXX	Instruction	0	750,000	750,000	<i>Finance - Behavior Network &amp; Contracted Services</i>
199-11-63XX-XX-XXX-0XXXXXX	Instruction	0	25,000	25,000	<i>Finance - Education Foundation</i>
199-11-6XXX-XX-XXX-0XXXXXX	Instruction	0	448,829	448,829	<i>Finance - PO Rollover</i>
199-11- 63XX-XX-XXX-0XXXXXX	Instruction	0	9,400	9,400	<i>Finance - WHS Wall Padding</i>
199-12-63XX-XX-XXX-0XXXXXX	Instruction Resources/Media/Library	0	5,993	5,993	<i>Finance - PO Rollover</i>
199-13-6398-00-101-011000	Curriculum/Staff Development	3,000	5,000	8,000	<i>Hartman - Re-allocate funds per new principal</i>
199-13-6XXX-XX-XXX-0XXXXXX	Curriculum/Staff Development	0	1,265	1,265	<i>Finance - PO Rollover</i>
199-21-63XX-XX-XXX-0XXXXXX	Instruction Leadership	0	548	548	<i>Finance - PO Rollover</i>
199-23-63XX-XX-XXX-0XXXXXX	Campus Administration	0	107	107	<i>Finance - PO Rollover</i>
199-31-63XX-XX-XXX-0XXXXXX	Guidance/Counseling	0	482	482	<i>Finance - PO Rollover</i>
199-34-6XXX-XX-XXX-0XXXXXX	Transportation	0	523,464	523,464	<i>Finance - PO Rollover</i>
199-35-6XXX-XX-XXX-0XXXXXX	Food Services	0	145,957	145,957	<i>Finance - PO Rollover</i>
199-36-6XXX-XX-XXX-0XXXXXX	Co-Extra Curricular	0	43,193	43,193	<i>Finance - PO Rollover</i>
199-41-6XXX-XX-XXX-0XXXXXX	Central Administration	0	13,975	13,975	<i>Finance - PO Rollover</i>
199-51-6XXX-XX-XXX-0XXXXXX	Plant Maintenance	0	262,394	262,394	<i>Finance - PO Rollover</i>
199-52-6XXX-XX-XXX-0XXXXXX	Safety & Security	0	111,218	111,218	<i>Finance - PO Rollover</i>
199-52-62XX-XX-XXX-0XXXXXX	Safety & Security	0	311,000	311,000	<i>Finance - Safety &amp; Security</i>

WYLIE INDEPENDENT SCHOOL DISTRICT  
Fund General (164 196 199)

Budget Amendment #1  
Monday, August 21, 2023  
for the 2023-2024 School Year

199-81-66XX-XX-XXX-0XXXXX	Facilities Acquisition & Construction	0	4,000,000	4,000,000	<i>Finance - PBK Construction Fees</i>
199-81-66XX-XX-XXX-0XXXXX	Facilities Acquisition & Construction	0	475,908	475,908	<i>Finance - PO Rollover</i>

<b>Total Expenditures-Fund 199</b>	<b>7,863,733</b>
------------------------------------	------------------

\*Denotes new account code

**WYLIE INDEPENDENT SCHOOL DISTRICT  
BUDGET AMENDMENT #1  
2023-2024**

Fund 240 - Student Nutrition					
Monday, August 21, 2023					
	Description	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget
	57xx - Local Revenue	4,907,420	4,907,420	-	4,907,420
	58xx - State Revenue	185,000	185,000	-	185,000
	59xx - Federal Revenue	4,647,489	4,647,489	-	4,647,489
	79xx - Other Sources	-	-	-	-
	<b>TOTAL Revenue (All Sources)</b>	<b>9,739,909</b>	<b>9,739,909</b>	<b>-</b>	<b>9,739,909</b>
<b>Func</b>					
35	Food Services	10,932,788	10,932,788	-	10,932,788
51	Plant Maintenance	25,240	25,240	-	25,240
71	Debt Service	4,500	4,500	-	4,500
81	Facilities Acquisition	-	-	-	-
	<b>TOTAL Expenditures (All Sources)</b>	<b>10,962,528</b>	<b>10,962,528</b>	<b>-</b>	<b>10,962,528</b>
	<b>Excess of revenue over (under) expenditures</b>	<b>(1,222,619)</b>	<b>(1,222,619)</b>	<b>-</b>	<b>(1,222,619)</b>

**WYLIE INDEPENDENT SCHOOL DISTRICT  
BUDGET AMENDMENT #1  
2023-2024**

Fund 511- Debt Service					
Monday, August 21, 2023					
	Description	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget
	57xx - Local Revenue	45,056,435	45,056,435	-	45,056,435
	58xx - State Revenue	400,000	400,000	-	400,000
	59xx - Federal Revenue	-	-	-	-
	79xx - Other Sources	-	-	-	-
	<b>TOTAL Revenue (All Sources)</b>	<b>45,456,435</b>	<b>45,456,435</b>	<b>-</b>	<b>45,456,435</b>
<b>Func</b>					
71	Debt Service	45,456,435	45,456,435	-	45,456,435
00	8949 - Miscellaneous Other Uses	-	-	-	-
	<b>TOTAL Expenditures (All Sources)</b>	<b>45,456,435</b>	<b>45,456,435</b>	<b>-</b>	<b>45,456,435</b>
	<b>Excess of revenue over (under) expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>





**WYLIE INDEPENDENT SCHOOL DISTRICT  
DETAIL BUDGET AMENDMENT #1  
FISCAL YEAR 2022-2023**

	General Fund (Fund 199 only)				Fund 196 - General/Donation				Fund 164 - General/Scoreboard				Total Operating Budget			
<u>August 21, 2023</u>	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget
57xx -Local Revenue	86,140,270	91,502,121	-	91,502,121	130,000	301,271	-	301,271	50,000	60,000	-	60,000	86,320,270	91,863,392	-	91,863,392
58xx -State Revenue	92,456,568	92,464,216	-	92,464,216	-	-	-	-	-	-	-	-	92,456,568	92,464,216	-	92,464,216
59xx - Federal Revenue	2,331,800	3,733,550	-	3,733,550	-	-	-	-	-	-	-	-	2,331,800	3,733,550	-	3,733,550
79xx - Other Sources	-	6,319,845	-	6,319,845	-	-	-	-	-	-	-	-	-	6,319,845	-	6,319,845
<b>TOTAL Revenues</b>	<b>180,928,638</b>	<b>194,019,732</b>	-	<b>194,019,732</b>	<b>130,000</b>	<b>301,271</b>	-	<b>301,271</b>	<b>50,000</b>	<b>60,000</b>	-	<b>60,000</b>	<b>181,108,638</b>	<b>194,381,003</b>	-	<b>194,381,003</b>
<b>Fnc Description</b>																
11 Instruction	108,720,008	115,877,610	-	115,877,610	76,000	91,932	-	91,932	-	-	-	-	108,796,008	115,969,542	-	115,969,542
12 Instructional Res/Media	1,372,268	1,506,038	-	1,506,038	10,000	40,063	-	40,063	-	-	-	-	1,382,268	1,546,101	-	1,546,101
13 Curriculum/Staff Dev	5,384,260	5,611,882	-	5,611,882	7,000	11,214	-	11,214	-	-	-	-	5,391,260	5,623,096	-	5,623,096
21 Instructional Leadership	1,626,711	1,771,930	-	1,771,930	-	-	-	-	-	-	-	-	1,626,711	1,771,930	-	1,771,930
23 Campus Administration	9,708,943	10,185,860	-	10,185,860	-	16,715	-	16,715	-	-	-	-	9,708,943	10,202,575	-	10,202,575
31 Guidance/Counseling	4,752,626	4,999,199	-	4,999,199	10,000	9,663	-	9,663	-	-	-	-	4,762,626	5,008,862	-	5,008,862
32 Social Work Services	54,088	61,028	-	61,028	1,000	410	-	410	-	-	-	-	55,088	61,438	-	61,438
33 Health Services	1,886,481	2,095,395	-	2,095,395	-	-	-	-	-	-	-	-	1,886,481	2,095,395	-	2,095,395
34 Transportation	7,382,521	8,047,290	-	8,047,290	-	-	-	-	-	-	-	-	7,382,521	8,047,290	-	8,047,290
35 Food Services	-	253,921	50,000	303,921	-	-	-	-	-	-	-	-	-	253,921	50,000	303,921
36 Co-Extra Curricular	5,484,781	5,714,476	-	5,714,476	9,000	18,830	-	18,830	50,000	50,000	-	50,000	5,543,781	5,783,306	-	5,783,306
41 Central Administration	7,189,478	7,561,942	-	7,561,942	10,000	7,046	-	7,046	-	-	-	-	7,199,478	7,568,988	-	7,568,988
51 Plant Maintenance	18,525,415	19,417,581	-	19,417,581	-	4,000	-	4,000	-	-	-	-	18,525,415	19,421,581	-	19,421,581
52 Security	1,817,932	1,856,484	-	1,856,484	-	28,120	-	28,120	-	-	-	-	1,817,932	1,884,604	-	1,884,604
53 Data Processing	3,867,453	5,948,583	-	5,948,583	-	-	-	-	-	-	-	-	3,867,453	5,948,583	-	5,948,583
61 Community Service	1,100	3,100	-	3,100	-	-	-	-	-	-	-	-	1,100	3,100	-	3,100
71 Debt Service -General Fund	2,168,021	2,342,948	-	2,342,948	-	-	-	-	-	-	-	-	2,168,021	2,342,948	-	2,342,948
81 Facilities Acquisitions & Const.	-	1,029,344	-	1,029,344	7,000	114,356	-	114,356	-	26,390	-	26,390	7,000	1,170,090	-	1,170,090
95 Payments to JJAEP	96,000	96,000	-	96,000	-	-	-	-	-	-	-	-	96,000	96,000	-	96,000
99 Other Intergovernmental Charges	890,552	890,552	-	890,552	-	-	-	-	-	-	-	-	890,552	890,552	-	890,552
<b>TOTAL Expenditures</b>	<b>180,928,638</b>	<b>195,271,163</b>	<b>50,000</b>	<b>195,321,163</b>	<b>130,000</b>	<b>342,349</b>	-	<b>342,349</b>	<b>50,000</b>	<b>76,390</b>	-	<b>76,390</b>	<b>181,108,638</b>	<b>195,689,902</b>	<b>50,000</b>	<b>195,739,902</b>
89xx - Other Uses	-	7,000,000	-	7,000,000									-	7,000,000	-	7,000,000
<b>TOTAL</b>	<b>180,928,638</b>	<b>202,271,163</b>	<b>50,000</b>	<b>202,321,163</b>	<b>130,000</b>	<b>342,349</b>	-	<b>342,349</b>	<b>50,000</b>	<b>76,390</b>	-	<b>76,390</b>	<b>181,108,638</b>	<b>202,689,902</b>	<b>50,000</b>	<b>202,739,902</b>
<b>Excess of revenue over (under) expenditures</b>	<b>-</b>	<b>(8,251,431)</b>	<b>(50,000)</b>	<b>(8,301,431)</b>	<b>-</b>	<b>(41,078)</b>	-	<b>(41,078)</b>	<b>-</b>	<b>(16,390)</b>	-	<b>(16,390)</b>	<b>-</b>	<b>(8,308,899)</b>	<b>(50,000)</b>	<b>(8,358,899)</b>

WYLIE INDEPENDENT SCHOOL DISTRICT  
Fund General (164 196 199)

Budget Amendment #1  
Monday, August 21, 2023  
for the FISCAL YEAR 2022-2023

Fund 199 General Fund - (For Memo Only)

		Approved Current Budget	Amendment	Revised Budget	Reason for Amending
REVENUE					
Total Revenue-Fund 199			0		
EXPENDITURES					
199-35-6499-00-938-099000	Food Services	35,000	50,000	85,000	Finance - Final student nutrition (General Fund)
Total Expenditures-Fund 199			50,000		

\*Denotes new account code

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**2023-2024**



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# **Memorandum of Understanding**

*Collin County Juvenile Services  
Juvenile Justice Alternative Education Program*

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

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

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

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

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

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

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

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

**NOW THEREFORE THE PARTIES AGREE THAT:**

**I. ADMINISTRATION OF COLLIN COUNTY JUVENILE PROBATION JJAEP**

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

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

The expenses for the educational program shall be covered by those funds received in compliance with this section. Each district that has a student that receives services from the JJAEP under a discretionary placement in accordance with Tex. Educ. Code §37.0081 for conduct defined as a felony under Title V of the Texas Penal Code, other than students that received individualized services or those that are classified as "special populations" in Section 6 below, will be billed at the end of the JJAEP school year by Collin County in the amount of eighty-dollars (\$80.00) per day for all days assigned to the JJAEP starting on the date of enrollment. Each district that has a student that receives services from the JJAEP under any other discretionary placement, other than students that received individualized services or those that are classified as "special populations" or students who have engaged in "serious" misbehavior while in an ISD's alternative education program (see 6.4 and 2.7 below for daily rates applying to such students), will be billed at the end of the JJAEP school year by Collin County in the amount of one hundred seven dollars (\$115.00) per day for all days assigned to the JJAEP starting on the date of enrollment. JJAEP will accept all mandatory and discretionary JJAEP placements for the period ordered by the sending ISD, subject to paragraph 2.3 herein. Any surplus funds existing at the conclusion of a school year will be utilized to the benefit of the JJAEP and the ISDs' students. The due date for payment of all invoices to ISDs, and the interest on late payments, shall be as provided by Tex. Gov't. Code Ch. 2251.

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

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

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

## **A. INTERAGENCY SHARING OF EDUCATIONAL RECORDS**

(a) In this section:

(1) "Educational records" means records in the possession of a primary or secondary educational institution that contain information relating to a student, including information relating to the student's:

- (A) identity;
- (B) special needs;
- (C) educational accommodations;
- (D) assessment or diagnostic test results;
- (E) attendance records;
- (F) disciplinary records;
- (G) medical records; and
- (H) psychological diagnoses.

(2) "Juvenile service provider" means a governmental entity that provides juvenile justice or prevention, medical, educational, or other support services to a juvenile. The term includes:

- (A) a state or local juvenile justice agency as defined by Section 58.101;
- (B) health and human services agencies, as defined by Section 531.001, Government Code, and the Health and Human Services Commission;
- (C) the Department of Public Safety;
- (D) the Texas Education Agency;
- (E) an independent school district;
- (F) a juvenile justice alternative education program;
- (G) a charter school;
- (H) a local mental health or mental retardation authority;
- (I) a court with jurisdiction over juveniles;
- (J) a district attorney's office;
- (K) a county attorney's office; and
- (L) a children's advocacy center established under Section 264.402.

(3) "Student" means a person who:

- (A) is registered or in attendance at a primary or secondary educational institution; and
- (B) is younger than 18 years of age.

(b) At the request of a juvenile service provider, an independent school district or a charter school shall disclose to the juvenile service provider confidential information contained in the student's educational records if the student has been:

- (1) taken into custody under Section 52.01; or
- (2) referred to a juvenile court for allegedly engaging in delinquent conduct or conduct indicating a need for supervision.

(c) An independent school district or charter school that discloses confidential information to a juvenile service provider under Subsection (b) may not destroy a record of the disclosed information before the seventh anniversary of the date the information is disclosed.

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

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

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



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

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

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

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

#### **2.11 Sec. 37.0012. DESIGNATION OF CAMPUS BEHAVIOR COORDINATOR**

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

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

#### EDUCATION CODE CHAPTER 37. DISCIPLINE; LAW AND ORDER

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

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

### **III. STUDENT REMOVAL & REVIEW OF PLACEMENT**

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

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

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

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

#### **IV. TRANSPORTATION**

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

#### **V. OPERATION OF THE JJAEP**

- 5.1 The JJAEP calendar will be operate on a 9 weeks calendar with 173 total instructional days. Holidays and teacher work days will be according to the McKinney ISD calendar.
- 5.2 While a student is attending the JJAEP, the student may not participate in or attend any school district extracurricular activities at their home district or any other public school campus in the state of Texas.
- 5.3 Parents and sending districts will receive notice of a student's academic progress in accordance with the schedule; every nine weeks for the 2023-2024 school year.
- 5.4 Students enrolled in the JJAEP shall be provided the opportunity to be assessed through the State of Texas Assessments of Academic Readiness (STAAR) examination, as well as any and all other examinations as required by the State of Texas. The home districts shall be responsible for making these tests available. A JJAEP teacher will administer the tests on the JJAEP campus.
- 5.5 The JJAEP shall accept students between the ages of 10 to 17 years of age. Students voluntarily enrolled in an ISD beyond the age of 17 will be accepted at the JJAEP if removed to the JJAEP by an ISD. Special education students may be served beyond the age of 17 to the extent required by law.
- 5.6 To the extent technology is available at the JJAEP students enrolled in JJAEP will be provided Internet access for curricular activities, in accordance with McKinney ISD Acceptable Use Policies. Technology, to the extent available and appropriate, will be incorporated in the instruction provided at the JJAEP.
- 5.7 Transitional assistance for students at the JJAEP will be provided to assist with the transition from the JJAEP back to the student's home campus.
- 5.8 Students enrolled in JJAEP will be subject to a standardized dress code displayed in the Collin County Juvenile Justice Alternative Education Student Code of Conduct for that current school year.
- 5.9 The JJAEP shall adopt a student code of conduct in accordance with Tex. Educ. Code §37.001

## **VI. SPECIAL POPULATIONS**

- 6.1 The JJAEP and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP.
- 6.2 When expelling a student with a disability who receives special education services, the expelling district, in accordance with applicable federal law, shall provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the students' expulsion. A representative of the JJAEP shall participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP program.
- 6.3 In the event a student is placed in the JJAEP who has not been identified by the ISD from which the student was expelled as being eligible to receive such services the JJAEP staff shall refer the student to the ISD from which the student was expelled for evaluation and determination of special education eligibility. In the event the student is eligible for special services the JJAEP shall implement and be responsible for the academic elements of any program and the expelling ISD shall implement and deliver any required related services.
- 6.4 School Districts that refer a student with disabilities that are of a nature that it would require that they receive services in a self contained classroom at the JJAEP shall be billed at the rate of one hundred eighteen dollars (\$118.00) per day for the length of their expulsion to the JJAEP. All other students classified as a "Special Education" student will be billed at the rate of eighty six dollars (\$86.00) per day for the length of their expulsion for placements under Tex. Educ. Code 37.0081 for conduct defined as a felony under Title V of the Texas Penal Code. All students classified as "Special Education" but not falling into one of these two categories will be billed at the rate of one hundred seven dollars (\$107.00) per day for the length of their expulsion for discretionary placements.
- 6.5 348.208 Program Requirements (b) English as a Second Language (ESL). (1) The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations must be maintained. "English as a Second Language" services and instruction are required to address the needs of any non-English speaking student. The home district's "Language Proficiency Admissions Committee (LPAC)" should meet within 30 days after the student is placed in the JJAEP to determine the amount of services necessary per week for the ESL or non-English speaking student. This should be monthly communication between the District LPAC and the JJAEP.
- 6.6 348.208 Program Requirements (c) Section-504-Eligible Students. (1) The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained.

## **VII. STUDENT ATTENDANCE / TRUANT CONDUCT**

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

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

## **VIII.**

### **GENERAL CONDITIONS**

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

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

- 8.4 This Memorandum of Understanding, including any attachments, contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Memorandum of Understanding shall be of any force or effect.
- 8.5 If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.
- 8.6 No assignment of this Memorandum of Understanding or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.
- 8.7 No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 8.8 This agreement will go into effect from the date the agreement is signed until July 9, 2024.
- 8.9 Neither Collin County nor any other party to this agreement waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this agreement and performance of the functions and obligations described herein.
- 8.10 The Parties to this agreement expressly acknowledge and agree that all monies paid pursuant to this agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.
- 8.11 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this Memorandum of Understanding, or to cease performing any act required by this Memorandum of Understanding, this Memorandum of Understanding shall be deemed to have been modified to conform to the requirements of such law or regulation.
- 8.12 This Memorandum of Understanding is governed by the laws of the State of Texas. Exclusive venue for any disputes arising under the agreement shall be the courts of Collin County, Texas.

2023-2024 School Year  
JJAEP Student Daily Fee Schedule

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

# 2023 - 2024 Collin County JJAEP Calendar

JULY 2023						
S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

AUGUST 2023						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

SEPTEMBER 2023						
S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

OCTOBER 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10*	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

NOVEMBER 2023						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

DECEMBER 2023						
S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

JANUARY 2024						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

FEBRUARY 2024						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2
3	4	5	6	7	8	9

MARCH 2024						
S	M	T	W	T	F	S
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

APRIL 2024						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

MAY 2024						
S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28*	29	30	31	1
2	3	4	5	6	7	8

JUNE 2024						
S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6






## Important Dates

September 4	Labor Day
October 6-10	Fall Break
November 20-24	Thanksgiving
Dec. 22 - Jan. 5	Winter Holiday
January 15	MLK Day
February 16	Holiday

March 11-15	Spring Break
March 29	Good Friday
May 24	Graduation Day
May 27	Memorial Day

173 Instructional Days: 87 days in the 1st semester and 86 days in the 2nd semester.  
**JJAEP Campus Hours: 7:15am - 2:15pm**  
**JJAEP Campus Phone: 972-548-6458**

## Calendar Key

	Holiday
	Staff Development / Teacher Work Day - Student Holiday
	Indicates Teacher Exchange Day
	Nine Weeks Begin / End
	Bad Weather Day





## Collin County JJAEP

4690 Community Ave.  
McKinney, TX 75071  
972-548-6458

### JJAEP Placement Procedures

1. Notify JJAEP Coordinator Blake Bourland of date/ time of expulsion hearing at 972-548-6492 or [BBourland@co.collin.tx.us](mailto:BBourland@co.collin.tx.us)
2. If a Manifestation Determination Review (MDR) meeting is applicable, communicate the Date/ Time to Coordinator Blake Bourland and Special Education Teacher Paris Brown at [PBrown@mckinneyisd.net](mailto:PBrown@mckinneyisd.net)
3. If a JJAEP placement is implemented, send a copy of the Expulsion Letter and all additional information listed below (including all applicable SPED, 504, ESL, LEP documentation) to JJAEP Coordinator Blake Bourland at [BBourland@co.collin.tx.us](mailto:BBourland@co.collin.tx.us)
4. This document must be completed including applicable attachments prior to scheduling intake orientation and program start date. Once all documents have been received, the parent/guardian will be contacted by JJAEP staff.
5. Academic inquiries should be directed to Assistant Principal Margaret Taylor 972-547-5487 or via e-mail [mtaylor@mckinneyisd.net](mailto:mtaylor@mckinneyisd.net)
6. If Home District transportation is available, the JJAEP will coordinate services with the appropriate contact.

### Complete and attach the following information.

1. School District: \_\_\_\_\_
2. Home Campus: \_\_\_\_\_ Phone Number: \_\_\_\_\_
3. Principal: \_\_\_\_\_ Assistant Principal: \_\_\_\_\_ Counselor: \_\_\_\_\_
4. Name of the Student: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Grade: \_\_\_\_\_
7. Student ID: \_\_\_\_\_ 10 Digit TSDS Unique State ID: \_\_\_\_\_ Social Security Number: \_\_\_\_\_
8. Race: \_\_\_\_\_ Ethnicity: \_\_\_\_\_
9. Parent/ Guardian Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
10. Expulsion Offense and Chapter 37 Offense Code: \_\_\_\_\_
11. Date of the Incident: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
12. Date of the Expulsion Hearing: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
13. ☐ Mandatory Expulsion (must have a Police Report #): \_\_\_\_\_
14. ☐ Discretionary Expulsion- Attach supporting documents (behavior referrals)
15. Recommended number of JJAEP attendance days: \_\_\_\_\_. Expulsion Review (if applicable) after \_\_\_\_\_ attendance days.
16. Recommended Returning Campus (Directly to Home Campus or DAEP): \_\_\_\_\_

### Services and Attachments (please include all applicable documentation):

1. SPED: YES \_\_\_\_ NO \_\_\_\_ (Current FIE, BIP, modifications and or accommodations for all classes)
2. ESL/ LEP: YES \_\_\_\_ NO \_\_\_\_
3. 504: YES \_\_\_\_ NO \_\_\_\_
4. MTSS Information (attach if applicable): ☐
5. Current Schedule (attach): ☐
6. Withdrawal grades (attach): ☐
7. STAAR and EOC Scores (attach): ☐
8. Transcripts (attach if applicable): ☐
9. Birth Certificate (attach): ☐
10. Immunizations (attach): ☐
11. Home language Survey (attach): ☐

Executed on the 13th day of July, 2023



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Chairman of the Juvenile Board  
Collin County, Texas

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Allen Independent School District

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Anna Independent School District

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Blue Ridge Independent School District

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Celina Independent School District

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Community Independent School District

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Farmersville Independent School District

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Frisco Independent School District

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Lovejoy Independent School District

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McKinney Independent School District

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Melissa Independent School District

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Plano Independent School District

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Princeton Independent School District

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Prosper Independent School District

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Royse City Independent School District

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Wylie Independent School District



# **Student Code of Conduct**

**2023-2024**

Dear Parent/Guardian:

This Student Code of Conduct provides information regarding expectations for student behavior and consequences for misconduct. Please read and review the information in the Student Code of Conduct with your student so that you have a clear understanding of its content. Once you and your student have reviewed the Student Code of Conduct, please sign the acknowledgment form listed below and return it to your campus. Please contact your student's teacher or campus administrator if you have any questions about the Code.

Wylie Independent School District  
2023-2024 Student Code of Conduct  
Acknowledgment Form

Student Name: \_\_\_\_\_

School Campus: \_\_\_\_\_ Grade Level: \_\_\_\_\_

I have read and understand the Wylie ISD's Student Code of Conduct for the 2023-2024 school year. I understand that \_\_\_\_\_ (student name) will be held accountable for the behavior expectations and disciplinary consequences outlined in the Student Code of Conduct. I understand that the Student Code of Conduct governs all behavior at school, at school-sponsored and school-related activities, during online or other remote instruction, during school-related travel, or while traveling in a vehicle owned or operated by the District. I also understand the Student Code of Conduct governs some designated behaviors occurring within 300 feet of school property, some designated behaviors occurring off-campus, including certain electronic communications and postings, and any school-related misconduct regardless of time or location. I understand that a referral for criminal prosecution is possible for certain violations of law.

\_\_\_\_\_  
Parent/Guardian Printed Name

\_\_\_\_\_  
Parent/Guardian Signature

Date

\_\_\_\_\_  
Student Printed Name

\_\_\_\_\_  
Student Signature

Date

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## General Overview

### Purpose

The Board of Trustees adopted this Student Code of Conduct (SCC) to promote a safe, secure, and optimal learning environment for all students. Inside you will find information regarding:

- The District-wide discipline management plan,
- A description of prohibited conduct,
- The disciplinary options, methods, and consequences for preventing and addressing student misconduct, and
- The process the District will follow when administering disciplinary consequences.

If there is a conflict between the SCC and the Student Handbook, the terms of the SCC will control. If there is a conflict between the SCC and local District policy, the more recently adopted item will control.

### Additional Rules

Students may be subject to campus, classroom, transportation, extracurricular, and/or organization rules in addition to those found in the SCC. Students may face consequences under these additional rules as well as possible disciplinary action under the SCC. Further, to the extent a student engages in misconduct that is not specifically addressed in the SCC, the student may still be disciplined if the misconduct threatens students or staff or disrupts or interferes with the educational process, learning environment, or school safety.

### General Standards of Student Conduct

In order to promote a positive educational experience for all students, the District expects students to adhere to seven basic standards of conduct: (1) exercise self-control, self-respect, and self-discipline, (2) demonstrate a positive attitude, (3) respect the rights and feelings of others, (4) respect school property and the property of others, (5) support the learning process, (6) adhere to rules, and (7) promote a safe environment that does not threaten school safety. Because of significant variations in student conduct, it is not always possible for the SCC to address each and every act of student misbehavior. To that end, the District retains discretion to address student misconduct that is inconsistent with these seven standards even though the conduct may not be specifically included in the SCC.

### Notice of Disciplinary Action

Teachers and administrators strive to notify parents/guardians of student conduct concerns as they occur. If a student is placed in in-school or out-of-school suspension, placed in a disciplinary alternative education program, expelled from school, assigned to a juvenile justice alternative education program, or taken into custody by a law enforcement officer, the campus behavior coordinator will promptly contact the parent/guardian by phone or in person and will also make a good faith effort to provide the student with written notice of the disciplinary action to be delivered to the parent/guardian on the same day the consequence is assigned or recommended. If the parent/guardian is not reached by phone or in person by 5:00 p.m. on the first business day after the disciplinary consequence is assigned or recommended, written notice will be sent to the parent's/guardian's last known address. Another campus administrator may provide notice of disciplinary action if the campus behavior coordinator is not able or available to provide notice. Failure to send any notice within this time period or as noted elsewhere in the SCC does not preclude imposing a discipline consequence. A school district that receives a bomb threat or terroristic threat relating to a campus or other district facility at which students are present shall provide notification of the threat as soon as possible to the parent(s), guardian(s), or other person(s) standing in parental relation to each student who is

<b>Anti-Discrimination</b>	assigned to the campus or who regularly uses the facility.
<b>Discipline of Students with Special Needs</b>	The District does not discriminate against students on the basis of race, sex, national origin, disability, religion, age, color, or ethnicity when enforcing the provisions of the SCC.
<b>Discipline Appeals</b>	This Code of Conduct applies to all students. However, when enforcing its Code of Conduct, the District will comply with federal and state laws pertaining to students with disabilities. For more information about those specific procedures, please contact Executive Director of Special Education
	<p>Appeals of disciplinary measures should be directed to the student's teacher or campus administrator, as described in local District policies FNG, FOC, or FOD as appropriate. Depending on the disciplinary consequence assigned, different complaint procedures may apply. A copy of the appropriate policy is available at the campus or central administration office or online at <a href="http://www.wylieisd.net">http://www.wylieisd.net</a>. Please note that the email address and dedicated phone number of the campus behavior coordinator or campus administrator responsible for student discipline is listed on the campus homepage. Timelines for filing appeals stated in the policy will be enforced. Disciplinary consequences will not be delayed or deferred pending the outcome of an appeal.</p> <p>The Board of Trustees, through adoption of the Student Code of Conduct, has determined that an appeal of an in-school suspension, out of school suspension, or DAEP placement decision shall end at their appointed designee. Through adoption of this Student Code of Conduct, the Board has designated the Assistant Superintendent for Student Services as the Board's designee for this purpose.</p>
<b>Effect of Student Withdrawal</b>	Withdrawal from school after a student has been accused of a violation of the SCC will not prevent the District from investigating the alleged violation and, if it is determined that a violation did occur, assessing the appropriate disciplinary consequence and enforcing that consequence should the student re-enroll in the District.

Scope of the District's Disciplinary Authority

<b>General Authority</b>	<p>In addition to the disciplinary authority established for certain types of offenses as described within the SCC, the District has general disciplinary authority over a student at the following times:</p> <ul style="list-style-type: none"> <li>• At any time during the school day.</li> <li>• While traveling on District owned or operated transportation or during school-related travel.</li> <li>• While attending any school-sponsored or school-related activity, regardless of time or location.</li> <li>• As provided in extracurricular or organization handbooks, by-laws, constitutions, or other guidelines.</li> <li>• During lunch periods, including those in which a student leaves the campus.</li> <li>• While on school property.</li> </ul>
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- For any school-related misconduct, regardless of time or location.
- During online or other types of remote instruction.
- Other off campus conduct as authorized and defined by Chapter 37 of the Texas Education Code, including cyberbullying.
- For certain offenses against other students and school employees, regardless of time or location.
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line.
- If the student is a registered sex offender.

## **Searches**

A student's clothing, personal property, electronic equipment, or method of transportation may be searched when there is reasonable cause to believe the search will reveal articles or materials prohibited by the District or other violations of school rules. School property used by the student, such as lockers, desks, or school-owned electronic equipment, may be searched when deemed necessary by the campus administration. Students are responsible for ensuring that any personal property, method of transportation, or school property used by the student does not contain prohibited items. Students may be disciplined for possession of prohibited items discovered during a search. For more information about searches, please review the District's Student Handbook and policy FNF (Local).

## **Criminal Conduct**

School administrators will report crimes as required by law and may contact local law enforcement regarding suspected criminal activity. Certain acts of misconduct may constitute criminal offenses in addition to violations of the SCC. Because school discipline is independent of criminal proceedings, disciplinary consequences will not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding.

Finally, as the District expects its students to adhere to certain standards of conduct, the District also expects that parents of our students and other visitors will comply with similar standards of conduct and civility expected of our students. Accordingly, a school administrator, resource officer, or school district peace officer may refuse to allow a person to enter or may eject a person from any property under the control of the school district if the person refuses to leave peaceably upon request, and 1) the person poses a substantial risk of harm to themselves or others, or 2) is behaving in a way that is inappropriate for a school setting. A person behaving inappropriately for a school setting may be removed if, prior to the person being removed from District property, 1) the school employee issued a verbal warning that the behavior was inappropriate and could lead to the person's removal of the individual and 2) the person persisted in the behavior. Any person removed from District property may appeal such removal under Board policy FNG (Local) or (GF) (Local) and shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it.

## Discipline Considerations & Techniques

### Discipline Considerations

Using their professional judgment, campus behavior coordinators will consider a variety of factors when administering disciplinary consequences and determining the duration of the consequence, including but not limited to:

- the degree of severity and risk of danger.
- the effect of the misconduct.
- the age and grade level of the student.
- legal requirements.
- the frequency of the misconduct.
- the student's demeanor.
- the possibility of disruption of the school environment.

When deciding to order a student to out-of-school suspension, DAEP placement, expulsion, or placement in JJAEP the District will consider: (1) self-defense (**see definitions**), (2) the student's intent (**see definitions**) or lack of intent at the time of the misconduct, (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law, (5) a student's status in the conservatorship of the Department of Family and Protective Services and (6) a student's status as homeless. These factors will be taken into consideration regardless of whether it is a discretionary or mandatory disciplinary consequence.

A student who, upon investigation, is found to be subject to bullying (**see definitions**) will not be disciplined on the basis of using reasonable self-defense (**see definitions**) in response to the bullying, as determined by the campus administration.

The District will also establish a "threat assessment and safe and supportive school team" to serve at each campus of the district and will adopt policies and procedures for the teams. The team is responsible for developing and implementing the safe and supportive school program, as well as conducting threat assessments. These will include assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior, gathering and analyzing data to determine the level of risk and appropriate intervention (including referring a student for mental health assessment and implementing an escalation procedure, if appropriate based on the team's assessment), and providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual.

Before a team may conduct a threat assessment of a student, the team must notify the parent of or person standing in parental relation to the student of the assessment. In conducting the assessment, the team shall provide an opportunity for the parent or person to: (1) participate in the assessment, either in person or remotely; and (2) submit to the team information

regarding the student. After completing a threat assessment of a student, the team shall provide to the parent of or person standing in parental relation to the student the team's findings and conclusions regarding the student.

Finally, security personnel are important members of the District safety team. State law requires that the job duties of the peace officers, school resource officers and security personnel be listed in the District Student Code of Conduct. See job duties listed below:

To protect the safety and welfare of any person in the jurisdiction of the Student Resource Officer; protect the property of the District; provide information concerning questions about law enforcement topics to students and staff; provide classroom instruction on a variety of topics relating to law enforcement duties of the SRO, including but not limited to narcotics, safety, public relations, occupational training, leadership, and life skills; coordinate investigative procedures between police and school administrators; provide counseling on a limited basis to students, staff, and faculty, when such counseling is related to the law enforcement duties of the SRO; handle initial police reports of crimes committed on campus; take enforcement action on criminal matters when appropriate; wear an approved police uniform at all times or other apparel approved by the City of Wylie Police Department and agreed to by the Wylie Independent School District; attend school special events as needed; prepare lesson plans as necessary for the instruction provided. Duties do not include routine student discipline or school administrative tasks, or contact with students unrelated to the law enforcement duties of the SRO.

Discipline is designed to correct student behavior and encourage students to comply with school rules. The District may use any one or a combination of the following strategies or techniques to manage student behavior, prevent or intervene in discipline problems, or address violations of the SCC or campus or classroom rules:

- Verbal correction.
- Seating changes.
- Parent conferences.
- Removal from the classroom.
- Sending the student to the office or other area.
- Transfer to a different classroom or campus.
- Assignment to an alternate setting.
- Behavior modification contracts or improvement plans.
- Separation or "stay away" agreements or orders.
- Assignment of school-related tasks, services, or duties.

## **Discipline Management Techniques**

- Confiscation of items.
- School probation.
- Restitution or restoration.
- Revocation of interdistrict transfer, as permitted by state law or local DOI Plan, if applicable
- Calming-down time.
- Lunch detention.
- After-school detention.
- Restorative practices
- Demerits or rewards.
- Positive behavior interventions.
- Mediation.
- Peer mentoring.
- Training in conflict management, social skills, managing emotions, and impulse control.
- Loss or restriction of privileges, including participation or membership in co-curricular or extracurricular activities, seeking or holding honorary positions, or speaking at school activities.
- Suspension from participation in UIL or district extracurricular activities.
- Revocation of transportation privileges.
- Counseling.
- Detention
- Consequences identified in co-curricular or extracurricular codes of conduct, constitutions, by-laws, or other guidelines.

- In-school suspension.
- Out-of-school suspension.
- Disciplinary Alternative Education Program (DAEP).
- Expulsion.
- Other methods and consequences as stated in the SCC.

State law includes a list of prohibited "aversive" disciplinary techniques, defined as those "intended to reduce the likelihood of a behavior reoccurring by intentionally inflicting on a student significant physical or emotional discomfort or pain". While school districts may still utilize legally permissible restraints, all other techniques listed in state law are explicitly prohibited and will not be utilized. For a full list of these prohibited "aversive" discipline techniques, see Board policy FO (LEGAL) online at <http://www.wylieisd.net>.

## General Types of Prohibited Conduct

### Misconduct Involving Others

Misconduct identified in the list of prohibited behaviors below will result in the assignment of one or more "Discipline Management Techniques" if the behavior is committed at school, a school-sponsored or school-related activity, during school-related travel, while traveling on District owned or operated transportation, or when the District has "Disciplinary Authority" as described in the SCC.

- Horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm, threatens the safety of others, or actually causes injury to others.
- Fighting **(see definitions)** or scuffling that may or may not result in physical pain, illness, or any impairment of a physical condition.
- Hitting, pushing, or attempting to hurt another student.
- Engaging in conduct that can or does cause bodily injury **(see definitions)**.
- Forcing an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, force, extortion, coercion, or blackmail.
- Subjecting a student or District employee, official, or volunteer to physical harm, confinement or restraint.
- Bullying **(see definitions)**.
- Cyberbullying **(see definitions)**, including conduct that interferes with a student's educational opportunities or substantially

disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

- Name-calling, ethnic or racial slurs, making racial comments to another student or employee, or derogatory statements that school employees reasonably believe could substantially disrupt the school environment or incite violence.
- Adding any substance, whether harmful or not, without permission to any food or beverages belonging to, in the possession of, or meant to be consumed by another student or District employee, official, or volunteer.
- Engaging in harassment **(see definitions)** toward another student or a District employee, official, or volunteer, including harassment based on race, color, religion, national origin, disability, sex, gender, or age.
- Engaging in sexual harassment **(see definitions)** or sexual abuse.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Invasive visual recording **(see definitions)**.
- Inappropriate verbal (oral or written), physical, or sexual contact toward another student or a District employee, official, or volunteer, regardless of whether it is consensual.
- Touching one's own private body parts in a sexual manner.
- Consensual hugging, touching, or other displays of affection that interfere with, detract from, or disrupt the school environment.
- Engaging in physical, sexual, verbal, or emotional abuse as a means to harm, threaten, intimidate, or control another person in a current or past dating relationship.
- Engaging in oral or written threats to cause harm or bodily injury **(see definitions)** to another student, a District employee, official, or volunteer, or school property, including threats made using the Internet or other technology resources at school. Students may be disciplined for threats made outside of school, including website or Internet postings, if the threat causes a material or substantial disruption at school or is reasonably forecast to cause one.
- Engaging in oral or written threats of any kind of violence, violent acts, or harm to another student or staff member, whether or not such threats are meant to be taken seriously.
- Preparing a hit list **(see definitions)**.
- Wrongfully obtaining and using another person's identifying information or personal data without permission.

**Possessing, Using, Giving,  
Selling, Buying, or Offering  
to Sell or Buy Prohibited  
Items**

- Hazing (**see definitions**).
- Retaliating against a student for (1) reporting either a violation of the SCC or bullying, or (2) participating in an investigation of a violation of the SCC or bullying.
- Matches or a lighter.
- Tobacco products.
- Electronic cigarettes (**see definitions**), electronic vaping devices, personal vaporizers, electronic nicotine delivery systems or paraphernalia, including but not limited to Juul and Juul pods, vials, cartridges, or “pens” with liquid or any other types of material for use in such devices
- Fireworks or any other pyrotechnic device.
- Smoke or stink bombs.
- Laser pointers (unauthorized use).
- Pepper spray or other small chemical dispenser sold commercially for personal protection.
- “Look-alike” drugs or items attempted to be passed off as drugs, including non-prescription drugs, medications, or herbal or dietary supplements except as permitted by District policy.
- Prescription drugs except as permitted by District policy.
- Less than a useable amount of stems, seeds, or other pieces of marijuana.
- Paraphernalia (**see definitions**) related to any prohibited substance, including, but not limited to, marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage.
- Designer drugs, synthetic marijuana, synthetic cannabinoids (such as K2 or spice), stimulants (such as bath salts), or analogs of any drug in any form, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed as “herbal incense,” “potpourri,” “bath salts,” or “not for human consumption.”.
- Razor blades, box cutters, or chains.

## Misuse of Property

- Knives with a blade 5 ½ inches or less.
- Hand instrument designed to cut or stab another by being thrown; including, but not limited to, a dirk, stiletto, dagger, poniard, bowie knife, sword, or spear.
- Fake or “look-alike” weapons.
- Deadly weapons **(see definitions)**.
- Poisons, caustic acids, or other materials that may be toxic to the human body.
- BB gun, air gun, or stun gun.
- Ammunition, shells, bullets, or gunpowder.
- Clubs, knuckles, firearm silencers, or similar dangerous weapons.
- Material that is sexually-oriented, pornographic, obscene, or reveals a person’s private body parts.
- Material, including published or electronic items, that promotes or encourages illegal behavior or could threaten school safety.
- Articles not generally considered to be weapons when the administrator determines that a danger exists or when used in a way that threatens or inflicts bodily injury to another.
- CD or DVD players, cassette players, electronic games, MP3 players, stereo head sets, or other electronic equipment for other than approved use.
- Stealing from others, including the District.
- Committing or assisting in a robbery, theft, or burglary that is not punishable as a felony.
- Damaging, destroying, or vandalizing property owned by others or the District.
- Committing criminal mischief with damage in an amount less than \$2500.
- Marking District property such as textbooks, lockers, furniture, or equipment with graffiti, tagging, or by other means.
- Attempting to start or starting a fire on or in any property owned, used, or controlled by a student, the District, or District employees, officials, or volunteers that does not rise to the level of arson or criminal mischief.



## Safety / Disruption

- Threatening to use or exhibit a firearm.
- Discharging a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated External Defibrillator, or causing the sprinkler system to activate when there is no smoke, fire, danger, or emergency.
- Making or participating in false statements or hoaxes regarding school safety.
- Making threats regarding school safety or harm to students and/or employees, regardless of intent.
- Engaging in misbehavior, actions, or demonstrations that substantially disrupt or materially interfere with school activities or that give school officials reasonable cause to believe that such conduct will substantially disrupt the school program, endanger others, or incite violence.
- Throwing objects that can cause bodily injury or property damage.
- Making false accusations or providing false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or District employee, official, or volunteer.

## Technology

- Sending, possessing, or posting electronic messages, videos, audio recordings, or images that are abusive, obscene, sexually oriented, harassing, threatening, intimidating, illegal, or that cause a material or substantial disruption at school, including cyberbullying (**see definitions**).
- Using any device or technology to copy or capture an image or the content of any District materials (such as tests or exams) without permission of a teacher or administrator.
- Making, participating in the making of, transmitting to another via an electronic device, or posting to the Internet a digital video, audio recording, or image of an actual or simulated act that involves a crime or conduct prohibited by the Code of Conduct.
- Using any device or technology to record the voice or image of another in any way that disrupts the educational environment, invades the privacy of others, or without the prior consent of the individual being recorded.
- Using any device or technology to record the voice or image of another to take, disseminate, transfer, circulate, exhibit, present, or share audio, images, video, or photos that reveal private parts of the body that are normally covered by clothing.
- Using the name, persona, or image of a student, District employee, or volunteer to create a web page or post one or more messages on a website without the other person's consent for purposes of harassing, intimidating, embarrassing, or threatening another.
- Using email, websites, or electronic devices to engage in or encourage illegal conduct, violations of the SCC, or to threaten school safety.

- Attempting to or successfully accessing or circumventing passwords or other security-related information of the District, officials, volunteers, employees, or other students by any means.
- Attempting to or successfully altering, destroying, interrupting, intercepting, or disabling District technology equipment, District data, the data of other users of the District's computer system, or other networks connected to the District's system, including uploading or creating computer viruses, worms, or other harmful material.
- Copying, downloading, reproducing, distributing, retransmitting, redisplaying, or modifying items from the District's website.
- Engaging in any of the above forms of technological misconduct outside of school when such conduct causes a material or substantial disruption at school as determined by school officials.
- NOTE: Students will not be disciplined for technological misconduct related to possessing items described above so long as the student (1) did not contribute to creation of the item in any way, (2) possessed it only after receiving the item unsolicited from another, (3) either promptly destroyed the item or reported it to a school employee as soon as possible, and (4) did not show, provide a copy, forward, or re-post the item to anyone other than law enforcement, a school employee, or the student's parent/guardian.

### **Failure to Follow Rules**

- Violating dress and grooming criteria.
- Being insubordinate or otherwise failing to comply with lawful directives given by school personnel.
- Attempting to or successfully evading, avoiding, or delaying questioning by a District employee or providing inaccurate information when questioned about possible violations of the SCC.
- Failing to provide proper identification upon request of a District employee.
- Attempting to violate or assisting, encouraging, promoting, or attempting to assist another student in violating the Code of Conduct or help conceal any violation.
- Failing to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others.
- Unexcused tardiness to class.
- Skipping school or class without the District's or parent/guardian's permission.
- Leaving class, the campus, or school events without permission.
- Enticing or preventing another student from attending school, class, or a school activity the student is required to attend.

## Other Misconduct

- Violating rules for conduct on school owned or operated transportation.
- Violating rules for operating or parking a motor vehicle on school property.
- Violating policies or rules for computer use, Internet access, technology, or other electronic communications or imaging devices.
- Violating the District's medications policy regarding prescription and over-the-counter drugs.
- Academic dishonesty, including cheating, copying the work of another, plagiarism, or unauthorized collaboration with another person in preparing an assignment.
- Failure to comply with guidelines applicable to student speakers who are speaking at school-sponsored or school-related events.
- Failure to ensure that personal property, mode of transportation, or school property used by the student does not contain prohibited items.
- Violating other campus or classroom rules for behavior or district policies.
- Using profanity, vulgar language, or obscene gestures.
- Loitering in unauthorized areas.
- Falsifying, altering, forging, or destroying school records, passes, other school-related documents, or documents presented to District employees.
- Gambling or betting money or other things of value.
- Inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing.
- Taking one or more steps toward violating the SCC even if the student fails to complete the intended misconduct.

## Removal from District Transportation

### Reasons for Removal

Appropriate student behavior is essential to the safe operation of District transportation. Students must comply with the expectations of the SCC while using District transportation. In addition to compliance with the SCC, students are expected to comply with the following transportation rules:

- Enter and exit transportation in an orderly manner at the designated stop
- Remain seated in designated seats facing forward
- Keep aisles clear of books, bags, instruments, feet, or other obstructions
- Comply with lawful directives issued by the driver
- Follow the driver's rules for food or beverages
- Do not extend any body part, clothing, or other article outside of the transportation
- Keep hands, feet, other body parts, or objects to yourself
- Refrain from making loud or distracting noises
- Do not obstruct the driver's view
- Do not throw objects inside the transportation or out of the windows or doors
- Do not mark, deface, destruct, or tamper with seats, windows, emergency doors, or other equipment

### Procedure for Removal

A driver of District owned or operated transportation may send a student to the administrator's office to maintain discipline during transport to or from school or a school-sponsored or school-related activity, to enforce the transportation rules, or when the student engages in behavior that violates the SCC. The administrator may use one or more discipline management techniques to address the behavior, which may include temporarily suspending or permanently revoking school transportation privileges.

The student will be informed of the reason for suspension or revocation of transportation privileges and will be given the opportunity to respond before the administrator's decision is final. Suspension of transportation privileges does not excuse a student from attending school. It is the responsibility of the parent/guardian and/or student to make alternate transportation arrangements to and from school.

## Removal from Classroom by Teacher

### Ordinary Teacher Removal

A teacher may send a student to the campus behavior coordinator's office to maintain discipline in the classroom or when the student engages in behavior that violates the SCC. For these informal removals, the behavior coordinator will use one or more discipline management techniques to address and improve the student's behavior before returning the student to the classroom. If the student's behavior does not improve, the behavior coordinator will employ other discipline techniques or progressive interventions to improve the student's conduct.

### Formal Teacher Removal

A teacher may remove a student from class when:

- The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach or with the learning of other students; or
- The behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach or with the learning of other students.

A teacher may document any conduct by a student that does not conform to the Student Code of Conduct and may submit that documentation to the principal. A teacher must remove a student from class if the student engages in conduct that requires or permits DAEP placement or expulsion under the Texas Education Code, in which case the procedures for DAEP placement or expulsion will apply.

### Placement During Removal

When a teacher utilizes a formal removal of the student from the classroom, the administrator may place the student in: (1) another appropriate classroom, (2) in-school suspension, (3) out-of-school suspension, or (4) DAEP.

### Procedures for Teacher Removal

No later than three school days after a teacher has formally removed a student from class, an administrator will schedule a conference with the campus behavior coordinator or other administrator, the student's parent/guardian, the student, and the teacher. At the conference, the student will be provided an explanation of the basis for removal and be given an opportunity to respond. After the conference, the campus behavior coordinator or designee will render a discipline decision and inform the student and parent/guardian of the consequences.

A student who is sent to the campus behavior coordinator's or other administrator's office through an ordinary or a formal teacher removal from class is not considered to have been removed from the classroom for the purposes of reporting data through the Public Education Information Management System (PEIMS) or other similar reports required by state or federal law.

### Return to the Classroom

If the teacher removed the student from class because the student engaged in assault resulting in bodily injury, aggravated assault, sexual assault, or aggravated sexual assault against the teacher, the student may not be returned to the teacher's class without the teacher's consent. In other cases where the teacher initiates a formal removal, the student may only be returned to the teacher's class without the teacher's consent if the Placement Review Committee determines that the teacher's class is the best or only alternative.

## In-School Suspension (ISS)

### Reasons for ISS

Students may be placed in ISS for any misconduct listed in any category of the SCC.

### Procedure for ISS

The student will be informed of the reason for placement in ISS and be given an opportunity to respond. While in ISS the student will complete assignments from his or her teacher, and the campus administrator may place restrictions on the student's participation in school-sponsored or school-related activities.

## Out-of-School Suspension (OSS)

### Reasons for OSS

Students may be suspended from school for any misconduct listed in any category of the SCC.

### Procedure for OSS

The student will be informed of the reason for out-of-school suspension and be given an opportunity to respond before the administrator's decision is final. While the student is suspended, the administrator may place restrictions on the student's participation in school-sponsored or school-related activities. Students may be suspended for a maximum of three school days at a time.

### Assignments During ISS and OSS

The student will be required to complete all class assignments, homework, tests, and other academic work covered during the suspension. The student will have the opportunity to receive full credit for completed academic work when submitted in a timely manner and in accordance with the teacher or administrator's instructions. The student will be provided during the period of suspension, whether in-school or out-of-school, an alternative means of receiving all course work provided in the classes in the foundation curriculum that the student misses as a result of the suspension, including at least one option for receiving the course work that does not require the use of the Internet.

### Grade Level and Other Restrictions on Suspension

A student who is in second grade or younger cannot receive an out-of-school suspension unless, while at school or at a school-sponsored activity, the student engages in conduct that contains the elements of an offense related to weapons or a violent offense, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

A student who is homeless, as that term is defined in federal law for homeless children and youth, cannot receive an out-of-school suspension, unless the student engages in conduct that contains the elements of an offense related to weapons or a violent offense, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

## Disciplinary Alternative Education Program (DAEP)

### Reasons for Mandatory DAEP Placement

**School-Related.** Subject to the requirements of Texas Education Code, Section 37.009 (a), a student must be placed in DAEP for any of the following misconduct if committed while on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Engages in conduct punishable as a felony.

- Commits an assault **(see definitions)** resulting in bodily injury **(see definitions)** against another.
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance **(see definitions)** or a dangerous drug **(see definitions)**, in any amount not punishable as a felony.
- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana **(see definitions)** or tetrahydrocannabinol **(see definitions)**.
- Sells, gives, delivers, possesses, uses, is under the influence of an alcoholic beverage or commits a serious act or offense while under the influence of an alcoholic beverage.
- Possesses, uses, sells, gives, or delivers to another person an e-cigarette **(see definitions)** - second offense in the same school year.
- Engages in an offense relating to abusable volatile chemicals **(see definitions)**.
- Engages in conduct that contains the elements of the offense of harassment under specific provisions of the Texas Penal Code **(see definitions)**, against an employee of the school district.
- Engages in public lewdness **(see definitions)**.
- Engages in indecent exposure **(see definitions)**.
- Possesses, other than on his or her person, or uses a firearm **(see definitions)** as defined by state law. Note: Possession of a firearm as defined by federal law is an expellable offense.
- Possesses, other than on his or her person, or uses a knife with a blade over 5½".
- Engages in expellable conduct if the student is between six and nine years of age.
- Engages in a federal firearm offense if the student is six years of age or younger.

**Off-Campus.** A student must be placed in DAEP for engaging in a Title 5 **(see definitions)** felony offense or aggravated robbery while off-campus and not in attendance at a school-sponsored or school-related activity if:

- The student receives deferred prosecution,
- A court or jury finds the student engaged in delinquent conduct, or
- The Superintendent or Superintendent's designee has a reasonable belief that the student has engaged in conduct defined

as either a Title 5 felony offense or aggravated robbery (as defined in the Penal Code).

**Regardless of Location.** A student must be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Issues a false alarm or report (**see definitions**) or a terroristic threat (**see definitions**) involving a public school.
- Retaliates (**see definitions**) against any school employee.
- Is a registered sex offender (**see definitions**) under court supervision, probation, community supervision, or parole.

Students who are: (1) convicted of continuous sexual abuse of a young child or children; or (2) convicted, receive deferred adjudication or deferred prosecution, been found to have engaged in delinquent conduct or conduct in need of supervision, or been placed on probation for either sexual assault or aggravated sexual assault against another student assigned to the same campus at the time the offense occurred will be placed in DAEP (or JJAEP as appropriate) on the request of the victim's parents if the victim student does not wish to transfer, and there is only one campus serving that grade level. Placement in this circumstance may be for any length of time considered necessary.

**School-Related.** A student may be placed in DAEP for any of the following misconduct if committed while on school property, or while attending a school-sponsored or school-related activity on or off school property:

- Committing any offense included in the list of "General Types of Prohibited Misconduct" in this SCC.
- Engaging in persistent (**see definitions**) misbehavior that violates this SCC.
- Engaging in criminal mischief if the damage is less than \$2500.

**Off-Campus.** A student may be placed in DAEP for engaging in the following misconduct while off-campus and not in attendance at a school-sponsored or school-related activity:

- The administrator has a reasonable belief that the student engaged in conduct punishable as a felony (other than aggravated robbery or a Title 5 felony), and the student's continued presence in the regular classroom is a threat to the safety of others or is detrimental to the educational process.
- Off-campus conduct for which DAEP placement is required by state law when the administrator does not learn of the conduct until more than a year passes after the conduct occurred.

**Regardless of Location.** A student may be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- If the student is a registered sex offender (**see definitions**) who is not under any form of court supervision. A registered sex

## Reasons for Discretionary DAEP Placement



offender who is not under any form of court supervision will be placed in regular classes if the student is not a threat to the safety of others, is not detrimental to the educational process, and such placement is not contrary to the best interests of the District's students.

- Engages in bullying (**see definitions**) that encourages a student to commit or attempt to commit suicide.
- Incites violence against a student through group bullying.
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Is involved with a public school fraternity, sorority, secret society, or gang (**see definitions**), including participating as a member or pledge, or soliciting another person to become a member or pledge.
- Is involved in criminal street gang activity (see definition).

### Emergency DAEP Placement

An administrator may order an emergency DAEP placement if the student has been so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach the class, the learning of other students, or the operation of a school-related or a school-sponsored activity. The reason for emergency placement must also be a reason for which DAEP placement could be ordered on a non-emergency basis. At the time of the emergency placement, the student will be told the reason for the action.

No later than the tenth day after the date of emergency DAEP placement, the student will be given a conference as required for regular placement in DAEP; see below.

### Procedure for DAEP Placement

**Conference.** No later than three school days after the student is removed from class, a campus administrator will schedule a conference with the campus behavior coordinator or other appropriate administrator, the student's parent/guardian, and the student. At the conference, the administrator will explain the allegations against the student, inform the student of the basis for the proposed DAEP placement, and give the student an opportunity to explain his or her version of the incident. The District may conduct the conference and make a discipline decision regardless of whether the student or the student's parent/guardian attends if the District made reasonable attempts to have them attend.

On placement of a student in a disciplinary alternative education program, the school district shall provide information to the student's parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student under the Texas Education Code, Section 29.004.

If during the term of DAEP placement the student engages in additional misconduct, additional conferences may be conducted and additional discipline may be imposed.

**Interim Placement.** Until a placement conference can be held, the student may be placed in another appropriate classroom, in-school suspension, or out-of-school suspension. The student may not be returned to the regular classroom pending the placement conference.

## Length of DAEP Placement

**DAEP Placement Order.** If the outcome of the conference is to place the student in DAEP, the campus behavior coordinator or designee will issue a DAEP placement order. If the length of placement differs from the guidelines included in the SCC, the DAEP placement order will give notice of the inconsistency.

A copy of the DAEP placement order will be sent to the student and the student's parent/guardian. For those students placed in DAEP for a reason identified in the Texas Education Code, the District will also send the juvenile court a copy of the DAEP placement order no later than the second business day after the placement conference. A copy of the DAEP placement order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the DAEP placement order.

The length of a student's placement in DAEP will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. Mandatory DAEP placements will result in placement for up to 175 school days. Discretionary DAEP placements will result in placement for up to 89 school days.

If the DAEP is at capacity at the time a DAEP placement decision is made for a student who engaged in conduct related to marijuana, a vape, alcohol, or an abusable chemical, the student shall be:

- (1) placed in in-school suspension; and
- (2) if a position becomes available in the DAEP program before the expiration of the placement period, transferred back to the DAEP for the remainder of the placement order.

If the DAEP is at capacity at the time a DAEP decision is made for a student who engaged in conduct described under Section 37.007 that constitutes violent conduct, as defined by commissioner rule or administrator discretion in the absence of commissioner rule, a student who has been placed in the program for conduct related to marijuana, a vape, alcohol, or an abusable chemical:

- (1) may be removed from the DAEP and placed in in-school suspension to make space in the DAEP available for the student who engaged in violent conduct; and
- (2) if removed from the DAEP for this reason, shall be returned to the DAEP if space becomes available prior to the end of the placement period.

Successful completion of school days will be determined at the discretion of the District. The length of DAEP placement may not exceed one year unless, after review, the District determines that the student is a threat to the safety of other students or District employees.

Students placed in DAEP at the end of one school year may be required to complete the assigned term at the beginning of the next school year. For DAEP placement to extend beyond the end of the school year, the administrator must determine that: (1) the student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or (2) the student engaged in serious or persistent misbehavior that violates the SCC. For purposes of this paragraph only, "serious or persistent misbehavior" means any misconduct identified as being punishable with placement in DAEP or expulsion or three or

## Particular Rules for Registered Sex Offenders

more violations of the SCC or repeated occurrences of the same violation.

If the DAEP placement extends beyond 60 days or the end of the next grading period, whichever is sooner, the student or the student's parent/guardian may participate in a proceeding before the Board or Board's designee as provided in policy FNG (LOCAL). Any decision of the Board is final and may not be appealed.

The general SCC rules for DAEP placement apply to registered student sex offenders (**see definitions**) except as modified in this section.

**Placement.** Registered sex offenders will be placed in a Juvenile Justice Alternative Education Program (JJAEP) in lieu of DAEP if: (1) ordered to attend JJAEP by a court, or (2) if permitted by agreement between the District and the JJAEP.

**Length of Placement.** Registered sex offenders under court supervision will be placed in DAEP for a minimum of 86 school days, which is the equivalent of one semester. Registered sex offenders who are not under any form of court supervision but are assigned to DAEP must serve a minimum of 86 school days, which is the equivalent of one semester.

**Transfers.** Registered sex offenders under court supervision that transfer into the District will be required to complete the DAEP assignment assessed by the previous school district, but will receive credit for any time already spent in DAEP.

Registered sex offenders who are not under court supervision that transfer into the District will be required to complete the DAEP assignment assessed by the previous school district, but will receive credit for any time already spent in DAEP.

**Periodic Review for Registered Sex Offenders.** After 86 school days in DAEP, a review committee will determine by majority vote and recommend to Executive Director of Student Services whether the student should remain in DAEP or be returned to the regular classroom. Executive Director of Student Services will follow the committee's decision to return the student to the regular classroom unless the student's presence in the regular classroom is a threat to the safety of others, is detrimental to the educational process, or is not in the best interests of the District's students. Conversely, Executive Director of Student Services will follow the committee's decision to continue the student's placement in DAEP unless the student's presence in the regular classroom is not a threat to the safety of others, is not detrimental to the educational process, or is not contrary to the best interests of the District's students.

If the student remains in DAEP, the review committee will re-consider the student's placement before the beginning of the next school year.

**Appeals for Registered Sex Offenders.** DAEP placement may be appealed as described in District policy FNG or FOC. However, the appeal is limited to the factual question of whether the student is required to register as a sex offender under the law. A decision of the District's Board of Trustees is final and may not be appealed.

## Other DAEP Issues

**Grade Levels.** Elementary students in kindergarten through grade 5 will not be placed in DAEP with secondary students in grade 6 through grade 12.

**No Participation in Activities While in DAEP.** Students placed in DAEP under state law may not attend or participate in school-

sponsored or school-related extracurricular activities during the period of DAEP placement.

**Impact on Graduation.** For graduating seniors who are in DAEP during the last week of school, the DAEP placement will continue through graduation, and the student will not be allowed to participate in commencement exercises and related graduation activities.

**Transportation.** A student placed in DAEP will not be provided transportation unless the student has an IEP that requires special transportation designated as a related service.

**Periodic Review.** The District will review a student's DAEP placement and academic status every 120 calendar days. In the case of a high school student, the student's progress toward graduation will be reviewed and a graduation plan will be established. At the review, the student or the parent/guardian will have an opportunity to present reasons for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

**Coursework Opportunity.** Students placed in DAEP will have an opportunity to complete coursework required for graduation, at no cost to the student, before the beginning of the next school year.

**Transition from DAEP.** As soon as practicable after the DAEP administrator determines the date a student will be released from the program, the administrator will provide written notice of the date to the student's parent/guardian and to the administrator of the campus to which the student will return. The DAEP will also provide the campus administrator an assessment of the student's academic growth while attending the alternative education program and the results of any assessment instruments administered to the student. Not later than five instructional days after the date of release from the DAEP, the campus administrator will coordinate the student's transition to a regular classroom, which must include assistance and recommendations from school counselors, school district peace officers, school resource officers, licensed clinical social workers, campus behavior coordinators, classroom teachers who are or may be responsible for implementing the student's personalized transition plan, and any other appropriate school district personnel.

**Transition Plan.** Each student must be provided a personalized transition plan developed by the campus administrator. The transition plan must include recommendations for the best educational placement of the student and the provision of information to the student's parent or person standing in parental relationship to the student about the process to request a full individual and initial evaluation of the student for purposes of special education services under Texas Education Code, Section 29.004. The transition plan may include recommendations for counseling, behavioral management, or academic assistance for the student with a concentration on the student's academic or career goals; recommendations for assistance for obtaining access to mental health services provided by the district or school, a local mental health authority, or another private or public entity; and a regular review of the student's progress toward the student's academic or career goals. If practicable, the campus administrator or designee will meet with the student's parent/guardian to coordinate plans for the student's transition.

**Effect of Student Withdrawal.** When a student withdraws from school before a DAEP placement order is completed, the District may complete the proceedings and issue a DAEP placement order. If the student re-enrolls in the District during the same or subsequent school year, the District may enforce the DAEP placement order at that time, minus any portion of the placement that was served by the student during enrollment in another district.

If the administrator does not issue a DAEP placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a DAEP placement order.

**Student Transfers.** Students assigned to DAEP in another Texas district, a Texas open-enrollment charter school, or an out-of-state school district at the time of enrollment into the District will be placed into the District's DAEP to complete the term of their DAEP placement. In order to continue an out-of-state DAEP placement, the basis for the DAEP placement must also be a reason for DAEP placement in the enrolling district. If the out-of-state DAEP placement period exceeds one year, the District will reduce the period of placement so that the total placement does not exceed one year unless the District determines that the student is a threat to the safety of others or extended placement is in the best interests of the student.

**Summer School.** Students in DAEP during summer programs will be served alongside other students not assigned to DAEP.

**Summer Activities.** Students whose DAEP placement continues past the end of the school year and into the next school year will not be permitted to participate in school-related activities occurring during summer months, including team camps, clinics, practices, and workouts.

**Criminal Proceedings.** The review and appeal process described below is limited to retaliation or off-campus misconduct. It does not apply if the student was placed in DAEP as required by law for conduct occurring on or within 300 feet of school property, at a school-sponsored or school-related activity, or for a false alarm or report or terroristic threat involving a public school.

If the District receives notice that prosecution of a student's case was refused and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated or a court or jury found the student not guilty or that the student did not engage in delinquent conduct or conduct indicating a need for supervision and dismissed the student's case with prejudice, the District will review the student's DAEP placement and will schedule a review with the student's parent/guardian no later than the third day after receiving notice. The student will not be returned to the regular classroom before the review. After reviewing the notice and receiving information from the student's parent/guardian, the administrator may only continue the student's DAEP placement if the administration has reason to believe the student's presence in the regular classroom threatens the safety of others.

The administrator's decision may be appealed to the Board. In the event of an appeal, at the next scheduled meeting the Board will: (1) review the notice, (2) hear statements from the student, the student's parent/guardian, and the administrator, and (3) confirm or reverse the decision of the administrator.

If the Board confirms the decision of the administrator, the student and the student's parent/guardian have the right to appeal to the Commissioner of Education. The student may not be returned to the regular classroom while the appeal is pending.

# Expulsion

## Reasons for Mandatory Expulsion

**School-Related.** A student must be expelled for any of the following misconduct that occurs on school property or while attending a school-sponsored or school-related activity on or off school property:

- Brings to school a firearm, as defined by federal law (**see definitions**).
- Possesses or uses a handgun\* on or about his or her person (**see definitions**).

\* Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the Department.

- Possesses or uses a location restricted knife, on or about his person.
- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (**see definitions**).
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, (9) aggravated kidnapping, (10) aggravated robbery, (11) manslaughter, (12) criminally negligent homicide, or (13) continuous sexual abuse of a young child or children.
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (**see definitions**) or a dangerous drug (**see definitions**), if the behavior is punishable as a felony.

**Regardless of Location.** A student must be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Retaliates (**see definitions**) against a school employee or volunteer by committing a state-mandated expellable offense.

## Reasons for Discretionary Expulsion

**While in DAEP.** A student may be expelled for engaging in documented serious misbehavior as defined by law (**see definitions**) while the student is placed in DAEP and on the DAEP site/campus despite documented behavioral interventions.

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

- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance or a dangerous drug, if the conduct

is not punishable as a felony.

- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana **(see definitions)** or tetrahydrocannabinol **(see definitions)**.
- Sells, gives, delivers, possesses, uses, or is under the influence of an alcoholic beverage or commits a serious act or offense while under the influence of an alcoholic beverage.
- Engages in misconduct that contains the elements of an offense relating to abusable volatile chemicals **(see definitions)**.
- Commits an assault **(see definitions)** resulting in bodily injury to a school employee or volunteer.
- Engages in deadly conduct **(see definitions)**.

**Three Hundred Feet.** Additionally, a student may be expelled for any of the following offenses that occur within 300 feet of school property as measured from any point on the District's real property boundary line:

- Possesses a firearm, as defined by federal law **(see definitions)**.
- Possesses or uses a handgun\* on or about his or her person **(see definitions)**.

\* Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the Department.

- Possesses or uses a location restricted knife, on or about his person.
- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device **(see definitions)**.
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, (9) aggravated kidnapping, (10) aggravated robbery, (11) manslaughter, (12) criminally negligent homicide, or (13) continuous sexual abuse of a young child or children.
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance **(see definitions)** or a dangerous drug **(see definitions)**, if the behavior is punishable as a felony.

**Regardless of Location.** A student may be expelled if the student engages in the following misconduct, regardless of whether

the conduct occurred on or off campus:

- Commits aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, criminal attempt to commit murder or capital murder, or aggravated robbery against another student.
- Retaliates against a school employee or volunteer by committing an assault **(see definitions)** resulting in bodily injury.
- Engages in felony criminal mischief.
- Engages in breach of computer security by accessing a computer, computer network or computer system owned by or operated on behalf of a school district without consent and knowingly alters, damages, or deletes school district property or information or breaches any other computer, computer network, or computer system.
- Engages in bullying **(see definitions)** that encourages a student to commit or attempt to commit suicide.
- Incites violence against a student through group bullying.
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Commits a state-mandated expellable offense on the school property of another Texas school district or while attending a school-sponsored or school-related activity of another Texas school district.
- Issues a false alarm or report **(see definitions)** or a terroristic threat **(see definitions)** involving a public school.

**Title 5 Felonies Regardless of Location.** In addition to the expellable conduct listed above, a student may also be expelled and placed in Juvenile Justice Alternative Education Program if the student:

- is arrested for a Title 5 felony offense **(see definitions)** or aggravated robbery,
- is charged with engaging in a Title 5 felony offense or aggravated robbery,
- received deferred adjudication or deferred prosecution for a Title 5 felony offense or aggravated robbery,
- is on probation for a Title 5 felony offense or aggravated robbery,
- was found by a court or jury to have engaged in delinquent conduct for a Title 5 felony offense or aggravated robbery,
- has been referred to a juvenile court for delinquent conduct based on a Title 5 felony offense or aggravated robbery, or
- was convicted of a Title 5 felony offense or aggravated robbery;



and the administrator determines the student's presence in the regular classroom either threatens the safety of other students or teachers, is detrimental to the educational process, or is not in the best interests of the District's students.

In this circumstance, expulsion to an alternative setting may be ordered regardless of: (1) the date on which the conduct occurred, (2) the location at which the conduct occurred, (3) whether the student was enrolled in the District at the time the conduct occurred, or (4) whether the student successfully completed any court disposition requirements regarding the conduct.

A student may be subject to an expulsion under this circumstance until: (1) the student graduates from high school, (2) the charges are dismissed or reduced to a misdemeanor, (3) the student completes the term of the placement, or (4) the District assigns the student to another program. The student will be entitled to the same periodic review afforded to other students in alternate settings. An expulsion ordered in this case is final and may not be appealed beyond the Board of Trustees.

## **Emergency Expulsion**

An administrator may order the immediate expulsion of a student if the administrator reasonably believes the emergency expulsion is necessary to protect persons or property from imminent harm. The reason for the emergency expulsion must also be a reason for which expulsion could be ordered on a non-emergency basis. At the time of the emergency expulsion, the student will be told the reason for the action. No later than the tenth day after the date of emergency expulsion, the student will be given a hearing as required for a regular expulsion; see below.

## **Procedure for Expulsion**

**Hearing.** Students alleged to have committed an expellable offense will receive a hearing before the Assistant Superintendent for Student Services and/or the Executive Director of Student Services within a reasonable time following the alleged misconduct. The student's parent/guardian will be informed of the basis for the proposed expulsion and will be invited in writing to attend the hearing. After making an effort to inform the student and parent/guardian of the hearing, the District may hold the hearing regardless of whether the student or the student's parent/guardian attends. At the hearing, the student is entitled to:

- Representation by an adult, including the student's parent/guardian, who can provide guidance to the student and who is not an employee of the District; and
- An opportunity to testify and to review and present evidence and witnesses in the student's defense.

Additional proceedings may be conducted and additional discipline may be imposed if the student engages in additional misconduct while the student is already expelled.

**Interim Placement.** Until an expulsion hearing can be held, the student may be placed in another appropriate classroom, in-school suspension, out-of-school suspension, or DAEP.

**Expulsion Order.** If the outcome of the expulsion hearing is that the student will be expelled, the appropriate administrator will issue an expulsion order and provide a copy to the student and the student's parent/guardian. If the duration of the expulsion differs from the guidelines in the SCC, the expulsion order will give notice of the inconsistency.

The District will send a copy of the expulsion order to the juvenile court no later than the second business day after the

## Length of Expulsion

expulsion hearing. A copy of the expulsion order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the expulsion order.

The duration of the expulsion will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. Mandatory expulsions will result in expulsion for up to 175 school days. Discretionary expulsions will result in expulsion for up to 89 school days.

School days counted towards completion of the expulsion term will be determined at the discretion of the District. Students who bring a firearm (as defined by federal law) to school will be expelled from the regular classroom for at least one calendar year except as modified by the administrator on a case-by-case basis.

An expulsion will not exceed one calendar year unless, after review, the District determines that: (1) the student is a threat to the safety of other students or to District employees; or (2) extended expulsion is in the best interest of the student.

Students expelled at the end of one school year may be required to complete the term of their expulsion at the beginning of the next school year.

## Other Expulsion Issues

**Academic Impact.** Students will not receive academic credit for work missed during the period of expulsion unless the student is enrolled in a Juvenile Justice Alternative Education Program (JJAEP) or other District-approved program or as necessary to provide a free appropriate public education under IDEA.

**Participation in Activities.** Expelled students are prohibited from being on school grounds or attending or participating in school-sponsored or school-related activities while expelled.

**Age Restrictions.** Students under the age of ten who engage in expellable behavior will not be expelled, but will be placed in DAEP.

**Effect of Student Withdrawal.** If a student withdraws from the District before the expulsion hearing is conducted, the District may proceed with conducting the hearing after sending written notice to the parent/guardian and student. If the student re-enrolls during the same or subsequent school year the District may enforce the expulsion order at that time; students will be credited for any expulsion period that was served by the student while enrolled in another district.

If the administrator does not issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue an expulsion order.

**Student Transfers.** The District will continue the expulsion of students expelled from either another Texas school district or from an out-of-state school district for behavior that is also a reason for expulsion in the enrolling district, until the term of expulsion has been served. If the out-of-state expulsion exceeds one year, the District will reduce the period of the expulsion so that the total expulsion does not exceed one year unless the District determines that the student is a threat to the safety of others or extended placement is in the best interest of the student.

## Expulsion Appeals

An expelled student may appeal the expulsion decision to the Board of Trustees as provided by policy. The student or student's

parent/guardian must submit a written appeal to the Superintendent within 10 days after receipt of the expulsion order or decision. The Superintendent will give the student or the student's parent/guardian written notice of the date, time, and location of the meeting at which the Board will review the decision. Consequences will not be delayed pending the outcome of the appeal.

## Definitions

**ABUSABLE VOLATILE CHEMICALS:** Those substances as defined in Texas Health and Safety Code § 485.001.

**ALCOHOLIC BEVERAGE:** Those substances as defined in Texas Alcoholic Beverage Code § 1.04.

**ARMOR-PIERCING AMMUNITION:** Handgun ammunition that is designed primarily for the purpose of penetrating metal or body armor and to be used primarily in pistols and revolvers or other firearms.

**ASSAULT:** For student discipline purposes, intentionally, knowingly, or recklessly causing bodily injury to another.

**BODILY INJURY:** Physical pain, illness, or impairment of a physical condition.

**BULLYING:** A single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves written or verbal expression, including electronic communication, or physical conduct that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property or on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity, and that: (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or (4) infringes on the rights of the victim at school, including cyberbullying (see definition below). See District policy FFI for additional information regarding bullying.

**CHEMICAL DISPENSING DEVICE:** A device other than a small chemical dispenser sold commercially for personal protection, that is designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on an individual.

**CLUB:** An instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk.

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

**CRIMINAL STREET GANG:** Three or more persons having a common identifying sign or symbol or an identifiable leadership

which continuously or regularly associate in the commission of criminal activities.

**CYBERBULLYING:** Bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet based or electronic communication tool and that occurs off school property or outside of a school-sponsored or school-related activity, if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**DANGEROUS DRUG:** Substances as defined in Chapter 483 of the Texas Health and Safety Code, specifically a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act.

**DEADLY CONDUCT:** Recklessly engaging in conduct that places another in imminent danger of serious bodily injury or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**DEADLY WEAPON:** A firearm or anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily injury or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury.

**E-CIGARETTE:** "E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking. The term includes 1) a device described by the statute regardless of whether the device is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description, and 2) any component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**EXPLOSIVE WEAPON:** Any explosive or incendiary bomb, grenade, rocket, or mine that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror. It includes a device designed, made or adapted for delivery or shooting an explosive weapon.

**FALSE ALARM OR REPORT:** Knowingly initiating, communicating, or circulating a report of a present, past, or future bombing, fire, offense, or other emergency that is known to be false or baseless and that would ordinarily: (1) cause action by an official or volunteer agency organized to deal with emergencies; (2) place a person in fear of imminent serious bodily injury; or (3) prevent or interrupt the occupation of a building, room, place of assembly, publicly accessible place, or mode of conveyance such as an automobile.

**FIGHTING:** Two or more persons engaged in any mutual violent or physically aggressive contact toward each other such as scuffling, pushing, shoving, or hitting.

**FIREARM (Federal law):** (1) any weapon, including a starter gun, that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm weapon; or (4) any destructive device, such as any explosive, incendiary or poison gas bomb, grenade, missile, rocket, or mine.

**FIREARM (State law):** Any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

**FIREARM SILENCER:** Any device designed, made, or adapted to muffle the report of a firearm.

**GANG:** An organization, combination, or association of persons composed wholly or in part of students that: (1) seeks to perpetuate itself by taking in additional members on the basis of the decision of the membership rather than on the free choice of the individual, or (2) that engages in illegal and/or violent activities. In identifying gangs and associated gang attire, signs, or symbols, the District will consult with law enforcement authorities.

**GRAFFITI:** Making marks of any kind on the tangible property of another without the effective consent of the owner.

**HANDGUN:** Any firearm designed, made, or adapted to be fired with one hand.

**HARASSMENT (as defined by Board Policy and federal law):** Threatening to cause harm or bodily injury to another, engaging in intimidating conduct, causing physical damage to the property of another, subjecting another to physical confinement or restraint, maliciously taking any action that substantially harms another's physical or emotional health or safety, or other conduct prohibited by District policy FFH or DIA that is so severe, persistent, or pervasive that it has the purpose or effect of substantially or unreasonably interfering with a student's performance; creates an intimidating, threatening, hostile, or offensive educational environment; affects a student's ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student's educational opportunities. (See also definition of Sexual Harassment, below.)

**HARASSMENT (as defined by the Penal Code):** Actions against a school employee with intent to harass, annoy, alarm, abuse, torment, or embarrass, whereby the student initiates the communication and makes a comment, request, suggestion, or proposal that is obscene; threatens, in a manner reasonably likely to alarm the employee receiving the threat, to inflict bodily injury on the employee or to commit a felony against the employee, a member of the employee's family or household, or the employee's property; conveys, in a manner reasonably likely to alarm the employee receiving the report, a false report, which is known by the student to be false, that another person has suffered death or serious bodily injury; sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend an employee of the District; or publishes on an Internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern.

**HAZING:** Any act, occurring on or off the campus, by one person alone or acting with others, directed against a student, for the purposes of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization, if the act constitutes any type of physical brutality, involves sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other similar activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student, or involves the consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance, including in amounts that would lead a reasonable person to believe the student is intoxicated. Hazing includes soliciting, encouraging, directing, aiding, or attempting to aid another student in engaging in hazing, as well as having firsthand knowledge of the planning or occurrence of a specific student hazing incident without reporting the incident to a school administrator, a peace officer, or a law enforcement agency. Consent to or acquiescence in the hazing activity does

not excuse the student of responsibility for the misconduct.

**HIT LIST:** List of people targeted to be harmed using a firearm, knife, or any other object to be used with intent to cause bodily harm.

**IMPROVISED EXPLOSIVE DEVICE:** A completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components. The term does not include unassembled components that can be legally purchased and possessed without a license, permit, or other governmental approval; or an exploding target that is used for firearms practice, sold in kit form, and contains the components of a binary explosive.

**INDECENT EXPOSURE:** Those acts defined in Texas Penal Code § 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**INTENT:** The design, resolve, determination, or state of mind with which a person acts, ordinarily proven through inferences drawn from the act and/or circumstances surrounding the act. Intent includes the conscious objective or desire to engage in the conduct or cause the result, an awareness that the conduct is reasonably certain to cause the result, or disregard of a substantial and justifiable risk when there is an awareness that the circumstances exist or the result will occur. The fact that a student may not have been motivated by a desire to violate the SCC does not preclude imposing a disciplinary consequence so long as the student intended to engage in the underlying conduct that violated the SCC.

**INTIMATE VISUAL MATERIAL:** Visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**INVASIVE VISUAL RECORDING:** A person commits an offense if, without the other person's consent and with intent to invade the privacy of the other person, the person: (1) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of an intimate area of another person if the other person has a reasonable expectation that the intimate area is not subject to public view; (2) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of another in a bathroom or changing room; or (3) knowing the character and content of the photograph, recording, broadcast, or transmission, promotes a photograph, recording, broadcast, or transmission described above.

**KNIFE:** A bladed hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing, including a switchblade.

**KNUCKLES:** Any instrument consisting of finger rings or guards made of a hard substance that is designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**LOCATION-RESTRICTED KNIFE:** A knife with a blade over 5 ½ inches.

**MACHINE GUN:** Any firearm capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**MARIJUANA:** The plant *Cannabis sativa* L., whether growing or not, the seeds of that plant, and every compound, manufacture, salt, derivative, mixture, or preparation of that plant or its seeds.

**ON OR ABOUT HIS OR HER PERSON:** Within the student's control and within arm's reach.

**PARAPHERNALIA:** Any article or device used or intended for use to inject, ingest, inhale, or otherwise introduce marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage into the human body, including but not limited to roach clips, rolling papers, needles, baggies with residue, razor blades, or pipes.

**PERSISTENT:** Three or more violations of the SCC or repeated occurrences of the same violation.

**POSSESSION :** To have in or on: (1) a student's person or in the student's personal property, such as the student's clothing, purse, or backpack; (2) in any conveyance used by the student for transportation to or from school or school-related activities, such as an automobile, truck, motorcycle, or bicycle; or (3) any other school property used by the student, such as a locker or desk.

**POSSESSION OR PROMOTION OF LEWD VISUAL MATERIAL DEPICTING A CHILD:** Possessing, accessing, or promoting, lewd visual material depicting a child, as further defined by Texas Penal Code § 43.25 and punishable as a felony.

**PROHIBITED WEAPONS:** A prohibited weapon includes the following items: armor-piercing ammunition, chemical dispensing device, explosive weapon, machine gun, short-barrel firearm, zip gun, improvised explosive device or tire deflation device as further defined in Texas Penal Code § 46.05.

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

**REASONABLE BELIEF:** A determination that misconduct occurred made by the administrator using all available factual and legal information, including information furnished under Article 15.27 of the Code of Criminal Procedure.

**RETALIATE:** Harming or threatening to harm another: (1) on account of their service as a District employee or volunteer, (2) to prevent or delay another's service to the District, or (3) because the person intends to report a crime, including posting the residence address or telephone number of the employee on a publicly accessible website with intent to threaten harm or cause harm to the employee or the employee's family or household.

**SELF-DEFENSE:** To claim self-defense, the student must (1) be without fault in provoking the encounter and not act as the aggressor, and (2) use the minimum force required to remove himself or herself from immediate danger of harm. Actions that escalate or continue the encounter will not be considered self-defense. Interactions prior to the encounter will also be considered.

**SERIOUS MISBEHAVIOR:** To engage in (1) deliberate violent behavior that poses a direct threat to the health or safety of others, (2) extortion to gain money or other property by force or threat, (3) coercion, meaning to threaten to either commit an offense; inflict bodily harm; accuse a person of any offense; expose a person to hatred, contempt, or ridicule; or to harm the credit of any person, (4) public lewdness as defined in Texas Penal Code § 21.07, (5) indecent exposure as defined in Texas Penal Code § 21.08, (6) criminal mischief as defined in Texas Penal Code § 28.03, (7) personal hazing as defined in Texas Education Code § 37.152, or (8) harassment of a student or District employee as defined in Texas Penal Code § 42.07(a)(1).

**SEX OFFENDER:** A student required to register as a sex offender under Chapter 62 of the Code of Criminal Procedure for an offense committed on or after September 1, 2007. The term does not include a student who: (1) is no longer required to register as a sex offender under Chapter 62, (2) is exempt from registering as a sex offender under Chapter 62, or (3) receives an early termination of the obligation to register as a sex offender under Chapter 62.

**SEXUAL HARASSMENT:** Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or conduct on the basis of sex prohibited by District policy FFH or FNC, when it is so severe, persistent, pervasive, and objectively offensive that it has the purpose or effect of effectively denying a person equal access to an educational program or activity. Conduct that meets the definitions of sexual assault, dating violence, domestic violence or stalking under federal law.

**SHORT-BARREL FIREARM:** A rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun if, as altered, has an overall length of less than 26 inches.

**SWITCHBLADE KNIFE:** Any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or other device located on the handle or opens or releases a blade from the handle or sheath by the force of gravity or centrifugal force. It does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife (also known as one-handed openers or assisted openers).

**TELECOMMUNICATIONS DEVICE:** Any type of device that: (1) emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, or (2) permits the recording, transmission, and/or receipt of messages, voices, images, or information in any format or media, electronic or otherwise. It does not include an amateur radio under control of someone with an amateur radio license.

**TERRORISTIC THREAT:** Threats to commit any offense involving violence to any person or property with intent to: (1) cause a reaction by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; (3) prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public place; (4) cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service; (5) place the public or a substantial group of the public in fear of serious bodily injury; or (6) influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the District).

**TETRAHYDROCANNABINOL (THC):** The primary psychoactive component of the cannabis plant. A THC concentration of .3% or greater is prohibited in Texas.



**TIRE DEFLATION DEVICE:** A device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**TITLE 5 FELONY OFFENSES:** Offenses against the person that, depending on the circumstances, may include murder; capital murder; manslaughter; criminally negligent homicide; unlawful restraint; kidnapping; aggravated kidnapping; trafficking of persons; unlawful transport; assault; aggravated assault; sexual assault; aggravated sexual assault; improper relationship between educator and student; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; invasive visual recording; sexual coercion; deadly conduct; terroristic threat; aiding a person to commit suicide; harassment by a person in a correctional facility; continuous sexual abuse of a young child or children; bestiality; voyeurism; disclosure or promotion of intimate visual material; and tampering with a consumer product.

**UNDER THE INFLUENCE:** When in the employee's professional judgment, the student does not have the normal use of mental or physical faculties likely attributable to the student's use of a prohibited substance. Such impairment may be evidenced by the symptoms typically associated with drug or alcohol use or other abnormal or erratic behavior or by the student's admission. The student need not be legally intoxicated.

**USE:** With respect to substances, voluntarily injecting, ingesting, inhaling, or otherwise introducing a prohibited substance into the body. With respect to objects or devices, putting into action or service or carrying out an action or purpose with the object or device.

**ZIP GUN:** A device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Wylie ISD (the "District") acting by and through its Board of Trustees and the Wylie ISD Education Foundation (the "Foundation") acting by and through its Board of Directors (the "Board"), desiring to memorialize the nature of their relationship and mutually acknowledge the respective obligations and rights of the parties.

- I. Public Purpose: The Wylie ISD Board has identified the following educational public purposes for the District's support of the Foundation:
  - a. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must seek alternative sources of revenue to continue and/or enhance the quality of its education programs.
  - b. Maximization of alternative revenue sources requires strong community support.
  - c. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
  - d. The District has realized gains from its investment in the Education Foundation.
  - e. The Foundation has provided to the District grants to fund teachers' innovative teaching programs and other associated programs.
  - f. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.
  - g. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.
  - h. The community's legitimate expectation is that the District supports the Foundation through the Foundation's limited use of facilities, equipment and personnel.
  - i. The community realizes a convenience in having the District allow use of District facilities by the Foundation.
  - j. Solicitations of additional revenue by Foundation directors and personnel relieves the fund-raising burden of the District's Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.
  - k. Revenues obtained by the Foundation will be provided to the District by the Foundation for the betterment of the District's educational programs.
  - l. It is essential that the District have appropriate oversight over any individual who represents the District or Foundation in seeking additional revenue sources.
  - m. The Board of Trustees of the District has determined that support of the Foundation, subject to suitable controls and oversight, is necessary to further the educational mission of the District.
  - n. The Board of Trustees of the District has determined that support of and investment in the Foundation as authorized herein will yield a substantial benefit and return on investment to the District.

II. Whereas both the District and the Foundation agree to promote and enhance the quality of education in the Wylie Independent School District, and

Whereas Wylie ISD agrees to:

- a. Provide in-kind support serving the Foundation and \$92,000 a year for operation, and,
- b. Provide the Foundation with office space and meeting within the District, and,
- c. Provide the Foundation with the use of utilities, telephone, Internet access, related furniture and equipment and similar services incidental to the Foundation's use of the above facilities, and,
- d. Work cooperatively with the Foundation to employ an Executive Director and support staff to coordinate the mutual activities of the Foundation and the District and,
- e. Expect the Executive Director of the Foundation to adhere to job and duty expectations and/or requirements of other professional district employees. The Superintendent or designee may participate with the Foundation Board regarding the employment and annual performance evaluation(s) of the Foundation Executive Director, and
- f. Understand the unique nature of the role of the Executive Director of the Foundation and the need for flexibility in the performance of required and related duties and responsibilities both off-site and outside of normal district work hours, and
- g. Invoice the Foundation semi-annually (January and July) for salary expenses incurred for the position of Executive Director and support staff other than those set forth in sections B and C above of the Wylie ISD Education Foundation in excess of the amount stated in "II. (a)" above.
- h. Provide the Foundation with \$25,000 in school supplies, such as markers, glue sticks, tissues, and pencils, to be used for a school supply closet organized and run by the Foundation.

Whereas the Wylie Education Foundation agrees to:

- a. Continue as a nonprofit educational corporation organized in 2002 for educational and charitable purposes exclusively for the benefit of the District and its students through grants, scholarships, programs and initiatives.
- b. Continue, during the term of this Memorandum of Understanding, using its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
- c. Contribute more to the District during the fiscal year than the District's contribution to the Foundation, or District funding may, in the Board's discretion, either cease or be decreased for the coming fiscal year. For purposes of this Agreement, amounts contributed to the District in any fiscal year shall include all grants to teachers and other special contributions and all payments to the Grant designated Endowment Funds made in that fiscal year. Scholarships shall be reported separately to the District as an indirect contribution benefitting the District.

- d. Require its personnel and the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
- e. Continue to recognize the District through grants, scholarships and all activities of the Foundation as the sole beneficiary of its solicitation program.
- f. Work cooperatively with the District to employ an Executive Director and support employees as required for the Foundation, and
- g. Participate in annual, or as needed, performance evaluations of the Executive Director of the Foundation, in conjunction with the designated staff of the District, and
- h. Submit semi-annual payments (January and June), within 30 days of receipt of invoice, to the District for salary expenses incurred for the position of the Executive Director, support personnel and expenses other than those set forth in this Section II.

III. Controls. The Wylie ISD Board and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

- a. The Executive Director, if degreed, will be offered a one-year professional contract subject to the approval of the Foundation and the Wylie ISD Board of Trustees, and any support personnel serving the Foundation shall be at-will employees of the District, under the supervision and control of both the Foundation and the Superintendent of Schools.
- b. The Wylie ISD Board and the Foundation Board hereby designate the Executive Director of the Foundation as the fiscal agent with the authority to accept grants to the Foundation. The Executive Director shall report all grants received to the Wylie ISD Superintendent of Schools in its annual report.
- c. The Foundation shall provide the Wylie ISD Board with a five-year plan, updated annually, which shall be presented to the District at a public Wylie ISD Board meeting.
- d. The Foundation shall provide an IRS Form 990 annually to the Wylie ISD Board, which shall reflect the District's contributions to the Foundation and which shall be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 will be available for review within one month after filing with the Internal Revenue Service and will be posted on the foundation's web site.
- e. The Foundation shall annually provide a cost-benefit evaluation to the District regarding the District's investment in the Foundation and the Foundation's use of this investment for educational or public purposes. This evaluation shall be presented annually to the Wylie ISD Board at a public Board meeting.
- f. The District shall determine each year, at the time of development of the District's budget, whether adequate consideration has been received from the Foundation in the previous fiscal year and will likely be received in the following fiscal year, to assist the Board in determining funding for the coming fiscal year.

- g. The Foundation understands that, as a result of the District's investment in the Foundation, the documents of the Foundation are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Public Information Act. In addition, the Foundation is subject to the disclosure requirements of the 501(c)(3) status.
- h. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
- i. The Foundation, not the District, will be responsible for the Foundation's debts, obligations and liabilities. If any liability or potential liability should arise on the part of the District or any employee or agent of the District, or if any loss or damage should occur to District money or property, caused by any act or omission of the Foundation or any employee, if any, or agent of the Foundation, the Foundation agrees to defend and fully indemnify the District for any such liability, damages or losses, including expenses, attorney's fees and other costs.
- j. The Foundation shall maintain in force any liability or other insurance appropriate to protect the Foundation and the District. If the Foundation purchases or leases real property, it shall maintain in force any property or other insurance appropriate to protect the Foundation and the District. The District may require the Foundation to obtain and maintain in force any such insurance.
- k. The District may require the executive director or any other employee or agent of the District or the Foundation to obtain a fidelity bond or other assurance of faithful performance.
- l. The Foundation will comply with all applicable laws and regulations, observe all necessary corporate formalities, conform to generally accepted accounting standards, and maintain itself in good standing as a tax-exempt non-profit corporation with state and federal authorities.
- m. The Foundation will immediately report to the Superintendent and Board of Trustees of the District any actual, suspected, potential or alleged failure to comply with any applicable law or regulation or any other requirement of the preceding paragraph, including any notice or inquiry from state or federal authority requesting an audit or otherwise pertaining to the Foundation's operations or legal status.

IV. Renewal. This agreement may be renewed or extended for subsequent fiscal years provided both parties appropriate sufficient funds.

V. Termination Period. The District or the Foundation with or without good cause upon one hundred eighty (180) days written notice may terminate this agreement.

VI. Non-Assignability. The Foundation understands that this agreement is a memorandum of understanding and it is entered into by the District in reliance on the Foundation's skills and knowledge in the activities to be conducted. Accordingly, this agreement is non-assignable by the Wylie ISD Education Foundation.

VII. Indemnification. The Foundation is an independent contractor. The District assumes no liability for actions of the Foundation, or its agents or representatives, under this agreement or otherwise. The Foundation has no authority to, and is prohibited from, acting or representing that it is acting for, or on behalf of the District. The Foundation agrees, therefore, to indemnify and hold harmless the District against any and all liability, loss, damage or expense which the District may sustain, or be required to pay as a result of any wrongful or negligent acts of the Foundation in the performance of its services and obligations under this agreement. In the event that any action, suit or proceeding is brought against the Foundation, it shall, as soon as practicable, have written notice of that fact given to the District by certified mail.

VIII. This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this agreement shall be effective unless made in writing, approved by the Wylie ISD Board of Trustees and signed by both parties.

In Witness, the undersigned parties have executed this agreement on this the \_\_\_\_ day of 2023.

By:

**Wylie Independent School District**

**Wylie ISD Education Foundation**

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Stacie Smith, President  
Wylie ISD Board of Trustees

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Maegan Lunte, President  
Wylie ISD Education Foundation  
Board of Directors



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## *Wylie ISD Innovative Courses 2023-24*

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In accordance with TEA regulations involving innovative courses, a school district may offer any state-approved innovative course for state elective credit. The following list of innovative courses are proposed for use in Wylie ISD during the 2023-24 school year. All of these courses were approved for use by the Texas Education Agency on August 14, 2023. These courses expand student offerings and complete pathways for high school students.

### **Career and Technical Education Courses**

Advanced Floral Design  
Advanced Video Game Programming  
Civil Engineering and Architecture (PLTW)  
General Employability Skills  
Introduction to Engineering Design (PLTW)  
Marketing  
Principles of Exercise Science and Wellness  
Sports and Entertainment Marketing II  
Video Game Programming

### **Other Electives**

AP Research  
Making Connections I-IV  
Methodology for Academic and Personal Success (MAPS)  
Path College Career I-IV  
Peer Assistance and Leadership I and II  
Peer Assistance for Students with Disabilities I-II  
Sports Medicine I-III

Request to Wylie ISD School Board to be approved at August board meeting:

Request to approve remote homebound services for a Wylie ISD Special Education student with significant health concerns. Virtual homebound services will allow this student to continue to receive services outlined in the IEP.

Request submitted by: Jamie Fletcher, Executive Director of Special Education

## Remote Special Education Homebound Waiver

### Required Information to be entered on the Remote Homebound Waiver

**1. Give a brief narrative description of the requested waiver. (500 characters allowed)**

Remote homebound instruction for a student in special education receiving individualized instruction through the Special Education Homebound program as determined by an ARD committee.

**2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver? (100 characters allowed)**

Yes, to serve the student as a homebound student the remote option is needed due to the student's medical diagnosis.

**3. Cite the section(s) of the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive. (100 characters allowed)**

The requirement that a homebound teacher serve a student in person at the student's home or hospital bedside in order for FSP funding to be generated, as required by 4.7.2.5 Homebound Funding and Homebound Documentation Requirements of the Student Accounting and Attendance Handbook, which is adopted annually through 19 TAC §129.1025.

**4. Describe the plan to be implemented, if the waiver is granted. (1000 characters allowed)**

**Student:** Tin Thai; DOB: 11/03/2010– Student has been diagnosed with Spinal Muscle Atrophy, Dysphagia, Chronic Respiratory Failure, Chronic Airway Obstruction, History of Tracheotomy, and G-Tube Dependence. He has a trach and is on a ventilator 24 hours a day. Student is extremely sensitive to the environment and susceptible to illness. Student has eye movement, therefore he cannot focus on the computer screen for longer than 30 minutes. Plan for service includes virtual academic instruction provided 30 min, 4 times per week; Asynchronous activities provided via google classroom 4 times per week. Direct vision services will be provided asynchronously and emailed to parent and/or posted in Google Classroom.

**5. How will granting this waiver help achieve the district's or campus' objective? (200 characters allowed)**

Allowing the remote option will enable the district to provide specially designed instruction while the student is on homebound due to medical diagnosis.

**6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal. (500 characters allowed)**

Progress on goals and objectives will be obtained and reviewed by the ARD/IEP Committee.

Given the authority for Superintendent or Designee to give Approval for Remote Homebound Instruction for Special Education Students at the board meeting held on August 21, 2023 , I \_\_\_\_\_, approve the application waiver for remote special education homebound instruction for the students listed.

---

Printed Name

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Signature

---

Date

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**Fine Arts Contracted Services**

**Request For Qualifications or Proposal – 2024-J07-100**

Recommendation:

(Superintendent)

Qualifications or Proposals were received from eight (8) offerors for RFP 2024-J07-100.

Annalee Hixson

Chris Van Leeuwen

Cody Hume

Cynthia Tucker

David Humphreys

Holly Lambert

Melissa Bosma

Ryan Morris (James Ryan  
Morris)

It is the recommendation that all be awarded:

Contracts shall be effective August 22, 2023, through July 31, 2025

AGENDA:

August 21, 2023

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**Local Restaurant Fast Food & Catering**

**Request For Proposal – 2024-J06-101**

Recommendation:

(Superintendent)

Qualifications or Proposals were received from three (3) offerors for RFP 2024-J06-101 Restaurant, Fast Food and Catering.

Bakers D'lite Inc. (Bakers D'lite)

Soft Serve Social

Without Borders Gourmet Pops LLC

It is the recommendation that all be awarded:

Contracts shall be effective August 22, 2023 through August 21, 2024 with three (3) one (1) year automatic renewals.

AGENDA:

August 21, 2023

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**Request For Proposal – Student Nutrition Portable Generator**

**2023-J06-116**

Recommendation:

(Superintendent)

Proposals were received from three (3) offerors.

C&C Group LLC  
Clifford Power Systems  
Ramsay-Bliese Corp dba Leete Generators

It is the recommendation that Clifford Power Systems be awarded.

Contracts shall be effective August 22, 2023 to August 21, 2024.

AGENDA:

August 21, 2023

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**General Building Maintenance Service and Supplies**

**Request For Proposal -2023-A04-114**

Recommendation:

(Superintendent)

Proposals were received from nineteen (19) offerors.

Ameriturf  
Batteries Plus  
C&C Group LLC  
Communication Concepts  
COMPETITIVE CHOICE INC.  
DTECH Services  
Elevated Solutions Team LLC (Alonzo Isaiah Hill Jr)  
Empire Paper  
Flip Lok LLC  
Groves Electrical Service Inc.  
Holley and Holley Concrete Co. Inc.  
House of Chemicals, Inc  
ISI Commercial Refrigeration LLC (Strategic Equipment, LLC)  
Jenkins Contract Flooring, LLC  
MANS DIST  
Martin Heating & Air, LLC  
Quality Services (Jack Gold DBA Quality Services)  
SAS SECURITY ALARM SERVICE CO., INC.  
Triphase Interiors LLC

It is the recommendation that nineteen (19) be awarded.

The term of this contract is one (1) year August 22, 2023 through August 21, 2024 with three (3) possible, one (1) year automatic renewals.

AGENDA:

August 21, 2023

# **WYLIE INDEPENDENT SCHOOL DISTRICT**

## **WYLIE, TEXAS**

### **Instructional Supplies and Services**

#### **Request For Proposal – 2023-A04-115**

Recommendation:

(Superintendent)

Proposals were received from thirty-seven (37) offerors.

Achieve3000, Inc.

Air Tutors (Air Tutors, LLC)

All Apparel and More (Touring and Consulting Solutions)

Apex Teletherapy

Avant Assessment LLC

Barbara Gordy Fox

BookNook Inc

C&C Group LLC

Carolina Biological Suppl

Chaney Electronics, Inc

Complete Book and Media Supply, LLC

Cosenza & Associates, LLC

Different Roads To Learning

Ereflect Inc

Frog Publications, Inc

Inner Ear Agency (The Inner Ear Agency)

J. Appleseed

Math GPS, LLC

MindWare (OTC Brands, Inc)

ODP Business Solutions, LLC (ODP Business Solutuions, LLC (f/k/a Office Depot Business Solutions, LLC))

Pieces of Learning Inc

Proximity Learning, Inc.

Ready Bodies, Learning Minds

S&S Worldwide

Seven Sides Publishing (Christopher P Garside)

SiSTEM Tutoring Agency

Social Thinking (Think Social Publishing, Inc.)

Studica Inc.

Tangible Play, Inc. DBA "Osmo" (Tangible Play, Inc.)

Theatre House (Fourth Wall LLC)

Therapy Shoppe, Inc

Thimble

TinkRworks, Inc.



**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**Online Technology & Education Software and Subscriptions**

**Request For Proposal – 2023-A04-113**

Recommendation:

(Superintendent)

Proposals were received from thirty (30) offerors.

Academic Superstore (JourneyEd.com, Inc.)

Accelerate Education (Accelerate Education Incorporated)

Achieve3000, Inc.

Age of Learning, Inc

Bridge Communications

C&C Group LLC

Cosenza & Associates, LLC

Cut Time (d.b.a Charms)

EdCredible (Ratings System Inc)

EducAide Software (EAS EducAide Software Inc)

Eedi, Ltd.

EMQU TECHNOLOGIES

EPS Operations, LLC (EEP-EPS HOLDINGS, LLC)

Ereflect Inc

Generation Genius, Inc.

Gynzy

J. Appleseed

J.W. Pepper & Son, Inc.

Nucleus Robotics, LLC

OptimaEd LLC

PROGRESS LEARNING LLC

Rank One Sport (AllPlayers Network Inc.)

Ripple Effects (Ripple Effects, Inc.)

SchoolsPLP

Tangible Play, Inc. DBA "Osmo" (Tangible Play, Inc.)

Teaching Strategies, LLC

TestOut Corporation

TKABO TECHNICAL SOLUTIONS LLC

Tools4ever (Advanced Toolware, LLC)

YouScience, LLC

It is the recommendation that thirty (30) be awarded.

**The term of this contract is one (1) year August 22, 2023 through August 21, 2024 with three (3) possible, one (1) year automatic renewals.**

AGENDA:

August 21, 2023

## **WYLIE INDEPENDENT SCHOOL DISTRICT**

### **WYLIE, TEXAS**

Toon Boom (Toon Boom Animation Inc)  
Troxell Communications, Inc.  
Tutorfly Holdings Inc.  
Tuxedo Connect (Tuxedo Connect LLC)

It is the recommendation that thirty-five (35) be awarded.

Achieve3000, Inc.  
Air Tutors (Air Tutors, LLC)  
All Apparel and More (Touring and Consulting Solutions)  
Apex Teletherapy  
Avant Assessment LLC  
BookNook Inc  
C&C Group LLC  
Carolina Biological Suppl  
Chaney Electronics, Inc  
Complete Book and Media Supply, LLC  
Cosenza & Associates, LLC  
Different Roads To Learning  
Ereflect Inc  
Frog Publications, Inc  
Inner Ear Agency (The Inner Ear Agency)  
J. Appleseed  
Math GPS, LLC  
MindWare (OTC Brands, Inc)  
ODP Business Solutions, LLC (ODP Business Solutuions, LLC (f/k/a Office Depot Business Solutions, LLC))  
Pieces of Learning Inc  
Proximity Learning, Inc.  
Ready Bodies, Learning Minds  
S&S Worldwide  
Seven Sides Publishing (Christopher P Garside)  
SiSTEM Tutoring Agency  
Social Thinking (Think Social Publishing, Inc.)  
Studica Inc.  
Tangible Play, Inc. DBA "Osmo" (Tangible Play, Inc.)  
Theatre House (Fourth Wall LLC)  
Therapy Shoppe, Inc  
Thimble  
TinkRworks, Inc.  
Troxell Communications, Inc.

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

Tutorfly Holdings Inc.

Tuxedo Connect (Tuxedo Connect LLC)

**The term of this contract is one (1) year August 22, 2023 through August 21, 2024 with three (3) possible, one (1) year automatic renewals.**

**AGENDA:**

**August 21, 2023**

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**Beverage Pouring Rights**

**Request For Proposal - # 2023-J06-120**

Recommendation:

(Superintendent)

Proposals were received from two (2) offerors.

Coca-Cola Southwest Beverage LLC

American Bottling Company (Keurig Dr. Pepper)

It is the recommendation that one (1) be awarded.

Coca-Cola Southwest Beverage LLC

The term of this contract is five (5) years from August 22, 2023 through August 21, 2024.

AGENDA:

August 21, 2023

# New and Unfinished Action Items

## **Subject: Adoption of Ordinance Setting Tax Rate for 2023-2024 School Year**

The board of trustees must adopt a tax rate before the later of September 30 or the 60th day after the date the certified appraisal roll is received, the board shall adopt a tax rate for the current tax year that reflects the two components:

<b>Component</b>	<b>2022-23 Tax Rate</b>	<b>2023-24 Tax Rate</b>
Maintenance and Operations (M&O)	\$ 0.9429	\$ 0.7575
Interest and Sinking (I&S)/Debt Service Rate	0.4550	0.4550
<b>Total Tax Rate</b>	<b>\$ 1.3979</b>	<b>\$ 1.2125</b>

We propose the 2023-24 rates be adopted by the two rates above, \$0.7575 for Maintenance and Operations that supports the General Fund and \$0.455 for Interest and Sinking Fund that supports the Debt Service Fund. During the second called Special Session of the 88<sup>th</sup> Legislature, the state passed legislation that will impact taxpayers that included raising the homestead exemption to \$100,000 and providing additional school district tax compression beyond regular formulas. This legislation is dependent on the voters of the State of Texas approving a constitutional amendment in regard to this tax proposal. The proposed tax rate includes the elements of the passed legislation contingent on voter approval. The No-New-Revenue Tax Rate exceeds the proposed tax rate by \$0.003 which will require the motion to have additional language. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

***Motion: I move that the property tax rate be increased by the adoption of a tax rate of \$1.2125, which is effectively a 0.25 percent increase in the tax rate.***

***In addition, I move to approve, the Resolution to Set the Tax Rate for Tax Year 2023, setting the tax rate at \$0.7575 for the purpose of maintenance and operations and \$0.455 for the purpose of payment of principal and interest on debts.***

## **Subject: Discuss and Consider Adoption of an Order Calling a Bond Election for November 7, 2023**

The Board of Trustees will discuss and consider adopting an order calling for a bond election for November 7, 2023. The proposed order for consideration is for \$298,145,000.

*Contact: Dr. David Vinson, Superintendent of School & Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

***Motion: I move that the Board of Trustees adopt an order calling a bond election to be held in the Wylie Independent School District, on November 7, 2023, seeking voter approval of a bond in the amount of \$298,145,000, and authorizing the Board of Trustees and Superintendent to make provision for the conduct of the election and resolve other matters incident and related to such election.***

**Subject: Consider Approval of Bond Reimbursement Resolution**

Construction lead times continue to be elevated compared to previous years. The administration believes it to be prudent to start the design process in anticipation of an approved bond election. As Wylie ISD continues to grow, space is at a premium so the ability to shorten the design and construction timeline helps with maximizing taxpayer dollars. This resolution gives the district the ability to reimburse the General Fund with bond proceeds for expensed constructions cost prior to the availability of funds. It is recommended that you approve this item as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

***Motion: I move that the Board approve the bond reimbursement resolution as presented by administration.***

**Subject: Consideration of Approval of a Joint Election Agreement with Collin County for an Election on November 7, 2023, with Collin County and other Eligible Political Subdivisions, and to Authorize the Superintendent to execute the Agreement**

We have contracted with Collin County Elections Division to conduct our bond election on November 7, 2023, and early voting which runs from October 23 – November 3, 2023.

*Contacts: Dr. David Vinson, Superintendent*

***Motion Requested: I make a motion to approve the Joint Election Agreement with Collin County for an Election on November 7, 2023, with Collin County and other Eligible Political Subdivisions, and to Authorize the Superintendent to execute the Agreement.***

**Subject: Consider Approval of DH(Local) HB3 Resolution**

We will present an amended version of DH(LOCAL) and an adoption of a board resolution, proposing an addition to allow contracted security guards to carry a firearm. This is similar to the amendment to DH(Local) that we proposed for the Director of Safety & Security during the June board meeting. This update to board policy will ensure compliance to House Bill 3. As a reminder, HB 3 will officially go into effect Sept. 1, 2023. If you have questions, please let Scott Winn know.

*Contact: Scott Winn, Assistant Superintendent for Student Services*

***Motion Requested: I make a motion to amend Board Policy DH(LOCAL) and adopt the board resolution, to allow contracted security guards to carry a firearm on Wylie ISD school property.***

**Subject: Consider Approval of District of Innovation Recommendation Addressing HB114**

House Bill 114 requires any student caught using, possessing, selling, or distributing e-cigarettes within 300 feet of school property will be placed in DAEP. Please note that this applies to all forms of e-cigarettes.

Wylie ISD is following suit with other surrounding school districts by creating an alternative discipline route for first-time offenders (non-THC/drug offenses). Our DOI team met about this matter and would like to propose that first-time offenders face campus discipline while second offense and up will be placed in DAEP. Additionally, by following this alternative discipline route, first-time e-cigarette offenders (non-THC/drug offenses) will receive the same consequence as first-time offenders of traditional tobacco products (cigarettes, etc.). Additionally, first-time drug offenders will continue to have mandatory DAEP placement.

At the August meeting, we will ask for your approval of the amended DOI plan. If you have any questions or concerns, please let Scott Winn know.

*Contacts: Scott Winn, Assistant Superintendent for Student Services*

***Motion Requested: I make a motion to approve the District of Innovation Recommendation Addressing House Bill 114 as presented by administration.***

**Subject: Personnel – Section 551.074 of the Texas Government Code**

1. Resignations
2. Employment
3. Additional Personnel Units

*Contact: Casey Whittle, Assistant Superintendent for Human Resources*

***Motion: It is recommended that you approve the resignations, employment and additional personnel units as presented by administration***



**RESOLUTION AND ORDINANCE ADOPTING AD VALOREM TAX RATE FOR  
WYLIE INDEPENDENT SCHOOL DISTRICT**

§  
§

WHEREAS, on June 19, 2023, a budget was adopted by Wylie Independent School District for the fiscal year beginning July 1, 2023, and ending June 30, 2024; and

WHEREAS, the said budget as adopted, in order to meet the lawful obligations of Wylie Independent School District for the period covered by that budget, requires the raising of revenue in the amount of \$242,077,959 which amount includes required revenue for debt service, including funds for the retirement of bonded indebtedness in the amount of \$45,456,435 and requires additional revenue for maintenance and operation in the amount of \$196,621,524; and

WHEREAS, the Chief Appraiser of the Collin Central Appraisal District has certified the taxable value of property taxable by Wylie Independent School District in the amount of \$9,891,236,853 based a homestead exemption of \$100,000 contingent on a voter approved constitutional amendment, according to the appraisal roll of the Collin Central Appraisal District; and

WHEREAS, the Board of Trustees of Wylie Independent School District is pursuant to due and proper notice of this meeting, conducting a meeting in open session for the purpose of adopting a tax rate and making a tax levy for the current year, 2023;

NOW THEREFORE, be it Ordained and Resolved by the Board of Trustees of the Wylie Independent School District that the ad valorem tax rate for 2023 be set at \$1.2125 for each \$100.00 of property taxable by this School District; that a levy of taxes be made as imposed by this rate; that of such adopted rate, the amount of \$0.455 per \$100 of taxable property be allocated to debt service, and the amount of \$0.7575 per \$100.00 of taxable property be allocated to maintenance and operation.

The Tax Assessor for Wylie Independent School District shall be promptly notified of this adopted rate.

ADOPTED this the 21st day of August, A.D. 2023.

\_\_\_\_\_  
President, Board of Trustees  
Wylie Independent School District

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees  
Wylie Independent School District

<b>Record Vote</b>	<b>YES</b>	<b>NO</b>
<b>Stacie Smith</b>		
<b>Matt Atkins</b>		
<b>Kylie Reising</b>		
<b>Jacob Day</b>		
<b>Bill Howard</b>		
<b>Virdie Montgomery</b>		
<b>Mike Williams</b>		

## ORDER CALLING A BOND ELECTION

THE STATE OF TEXAS                                 §  
COUNTY OF COLLIN                                 §  
WYLIE INDEPENDENT SCHOOL DISTRICT         §

WHEREAS, the Board of Trustees of Wylie Independent School District (the “District”) deems it advisable to call the election hereinafter ordered; and

WHEREAS, it is hereby officially found and determined that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Government Code, Chapter 551.

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF WYLIE INDEPENDENT SCHOOL DISTRICT:

1. That an election shall be held between the hours of 7:00 A.M. and 7:00 P.M. on November 7, 2023 (“Election Day”), in the District at the polling places designated by the Collin County Elections Administrator (the “Elections Administrator”) in accordance with the provisions of a joint election agreement and contract for election services with the Elections Administrator (the “Contract”), which the Superintendent of the District is hereby authorized to execute in the name of said District. The election shall be held at the polling places designated by the County in the Election Contract as set forth in Exhibit “A” attached hereto, which exhibit shall be modified to include additional or different Election Day polling places required to conform to the Election Contract and the Code.

2. That the early ballot board and all the election officers designated pursuant to law by the Elections Administrator are hereby appointed and confirmed to hold said election at said Polling Places and all early voting places.

3. (a) That early voting shall be conducted by personal appearance at the locations and during the period early voting is required or permitted by law, being October 23, 2023 through November 3, 2023, on the dates and at the times set forth in Exhibit “B” attached hereto. Exhibit “B” shall be modified to include additional or different early voting locations designated by the Elections Administrator and to conform to the Contract.

(b) Applications for early voting by mail must be submitted to the following address:

Bruce Sherbet, Early Voting Clerk  
Collin County Elections  
2010 Redbud Blvd., Suite 102  
McKinney, TX 75069

(c) Temporary branch early voting, if any, shall be conducted at the locations and on the dates and times to be indicated in the Contract and to be incorporated as Exhibit “C” attached hereto. Exhibit “C” shall be modified to include additional or different early voting locations designated by the Elections Administrator and to conform to the Contract.

4. That all resident, qualified electors of said District shall be entitled to vote at said election.
5. That at said election the following PROPOSITION shall be submitted in accordance with law:

PROPOSITION A

Shall the Board of Trustees of Wylie Independent School District be authorized to issue the bonds of the District, in one or more series, in the aggregate principal amount of \$298,145,000 for the purpose of acquiring, constructing, renovating and equipping school facilities in the District, the purchase of necessary sites for school facilities, and the purchase of school buses, with said bonds to mature within not to exceed 40 years from their date, bear interest, and be issued and sold, within the discretion of the Board of Trustees, in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds, and the costs of any credit agreements executed in connection with the bonds?

6. That the official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITION with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITION to be expressed substantially as follows:

- |                          |         |  |
|--------------------------|---------|--|
| <input type="checkbox"/> | FOR     | "THE ISSUANCE OF \$ 298,145,000 OF SCHOOL BUILDING BONDS,  |
| <input type="checkbox"/> | AGAINST | AND THE LEVY OF TAXES SUFFICIENT TO PAY THE PRINCIPAL<br>OF AND INTEREST ON THE BONDS AND TO PAY THE COSTS OF<br>ANY CREDIT AGREEMENTS EXECUTED IN CONNECTION WITH<br>THE BONDS. THIS IS A PROPERTY TAX INCREASE." |

7. That proper notice of said election shall be given and, in all respects, said election shall be conducted in accordance with the Texas Election Code.

8. In accordance with the provisions of Section 3.009(b), Texas Election Code, it is hereby found and determined that:

- (a) The proposition language that will appear on the ballot is set forth in Section 6 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 5 hereof.
- (c) The principal amount of the bonds to be authorized is set forth in Sections 5 and 6 hereof.

(d) As set forth in Sections 5 and 6 hereof, if the bonds are approved by the voters, the Board of Trustees will be authorized to impose and levy annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds.

(e) Based upon the bond market conditions at the date of adoption of this Order, the maximum interest rate for any series of the bonds is estimated to be 5.00% as calculated in accordance with applicable law. Such estimate is based on advice received from the District's financial advisor, which advice takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.

(f) As set forth in Section 5 hereof, if the bonds are approved, they may be issued in one or more series, to mature over a period not to exceed 40 years.

(g) The aggregate amount of the outstanding principal of the District's bonds (all of which are secured by an unlimited tax levied for debt service purposes) as of the beginning of the District's 2023-24 fiscal year was \$409,199,423.

(h) The aggregate amount of the outstanding interest on the District's bonds as of the beginning of the District's 2023-24 fiscal year was \$325,520,504.69.

(i) The ad valorem debt service tax rate for the District for the 2023-24 fiscal year is \$0.455 per \$100 of taxable assessed valuation.

9. This order hereby incorporates the provisions of the Contract, and to the extent of any conflict between this order and the Contract, the provisions of the Contract shall control. The Superintendent of the District is hereby authorized to correct, modify or change the information in the attached Exhibits based upon the final locations, dates and times agreed upon by the Elections Administrator and the District as well as incorporate additional or different voting locations as designated by the Elections Administrator.

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## Exhibit “A”

Voters may vote at any of the following Election Day Vote Centers on Election Day.

**NOVEMBER 7, 2023**  
**JOINT GENERAL ELECTION**  
**Collin County Election Day Polling Locations**  
**7 AM – 7 PM**

<b>Polling Place</b>	<b>Address</b>	<b>City</b>
Aldridge Elementary School	720 Pleasant Valley Ln.	Richardson 75080
Allen ISD Service Center	1451 North Watters Rd.	Allen 75002
Allen Municipal Courts Facility	301 Century Pkwy.	Allen 75013
Anna Municipal Complex	120 W. 7th St.	Anna 75409
Armstrong Middle School	3805 Timberline Dr.	Plano 75025
Benton Staley Middle School	6927 Stadium Dr.	Frisco 75033
Blue Ridge ISD Administration Building	318 W. School St.	Plano 75074
Bowman Middle School	2501 Jupiter Rd.	Plano 75074
Carpenter Middle School	3905 Rainier Dr.	Plano 75023
Carpenter Park Recreation Center	6701 Coit Rd.	Plano 75024
Collin College Celina Campus	2505 Kinship Pkwy.	Celina 75009
Collin College Farmersville Campus	501 S. Collin Pkwy.	Farmersville 75442
Collin College Frisco Campus	9700 Wade Blvd.	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 University Dr.	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Pkwy.	Plano 75074
Collin College Wylie Campus	391 Country Club Rd.	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Davis Library	7501 Independence Pkwy. A	Plano 75025
Dowell Middle School	301 S. Ridge Rd.	McKinney 75072
East Plano Islamic Center	4700 14th St.	Plano 75074
First Baptist Church Richardson	1001 N. Central Expy.	Richardson 75080
Frisco Fire Station #8	14700 Rolater Rd.	Frisco 75034
Gay Library	6861 W. Eldorado Pkwy.	McKinney 75070
Haggard Elementary School	17820 Campbell Rd.	Dallas 75252
Haggard Library	2501 Coit Rd.	Plano 75075
Harrington Library	1501 18th St.	Plano 75074
Hunt Middle School	4900 Legendary Dr.	Frisco 75034
Josephine City Hall	201 Main St.	Josephine 75173
Lavon City Hall	120 School Rd.	Lavon 75166
Lovejoy ISD Administration Building	259 Country Club Rd.	Allen 75002
Lowry Crossing City Hall	1405 S. Bridgefarmer Rd.	Lowry Crossing 75069
Lucas Community Center	665 Country Club Rd.	Lucas 75002
McKinney Fire Station #5	6600 Virginia Pkwy.	McKinney 75071
McKinney Fire Station #7	861 Independence Pkwy.	McKinney 75072
McKinney Fire Station #9	4900 Summit View Dr.	McKinney 75071
McKinney Fire Station #10	1150 Olympic Crossing	McKinney 75071
Melissa City Hall	3411 Barker Ave.	Melissa 75454
Michael J. Felix Community Center	3815 E. Sachse Rd.	Sachse 75048
Miller Elementary School	5651 Coventry Dr.	Richardson 75082
Murphy Community Center	205 N. Murphy Rd.	Murphy 75094
Old Settler’s Recreation Center	1201 E. Louisiana St.	McKinney 75069
Parker City Hall	5700 E. Parker Rd.	Parker 75002

Parr Library	6200 Windhaven Pkwy.	Plano 75093
Plano ISD Administration Center	2700 W. 15th St	Plano 75075
Princeton Community Center	416 N. 4th St.	Princeton 75407
Prosper Town Hall	250 W. First St.	Prosper 75078
Renner Frankford Library	6400 Frankford Rd.	Dallas 75252
Royse City ISD Mike McKinney Maintenance	1420 FM 1777	Royse City 75189
Shepton High School	5505 Plano Pkwy.	Plano 75093
Shiloh Missionary Baptist Church	920 E. 14th St.	Plano 75074
Stonebridge United Methodist Church	1800 S. Stonebridge Dr.	McKinney 75070
The Grove at Frisco Commons	8300 McKinney Rd.	Frisco 75034
Tom Muehlenbeck Recreation Center	5801 W. Parker Rd.	Plano 75093
UTD Callier Clinical Research Center	811 Synergy Park Blvd.	Richardson 75080
Weston Community Center	117 Main St.	Weston 75097
Woodcreek Church	3400 E. Renner Rd.	Richardson 75082

**Important Note: Eligible Collin County registered voters (with an effective date of registration on or before November 7, 2023) may vote at any of the above Election Day locations.**

# Exhibit "B"

## NOVEMBER 7, 2023 JOINT GENERAL & SPECIAL ELECTION Collin County Early Voting Locations, Dates and Hours

Early Voting Polling Place			Address	City		
Collin County Elections Office (Main Early Voting Location)			2010 Redbud Blvd. Ste 102	McKinney 75069		
Allen ISD Service Center			1451 N. Watters Rd.	Allen 75002		
Allen Municipal Courts Facility			301 Century Pkwy.	Allen 75013		
Anna Municipal Complex			120 W. 7th St.	Anna 75409		
Carpenter Park Recreation Center			6701 Coit Rd.	Plano 75024		
Collin College Celina Campus			2505 Kinship Pkwy.	Celina 75009		
Collin College Farmersville Campus			501 S. Collin Pkwy.	Farmersville 75442		
Collin College Frisco Campus			9700 Wade Blvd.	Frisco 75035		
Collin College Higher Education Center			3452 Spur 399	McKinney 75069		
Collin College McKinney Campus			2200 University Dr.	McKinney 75071		
Collin College Plano Campus			2800 E. Spring Creek Pkwy.	Plano 75074		
Collin College Wylie Campus			391 Country Club Rd.	Wylie 75098		
Davis Library			7501 Independence Pkwy. A	Plano 75025		
First Baptist Church Richardson			1001 N. Central Expy.	Richardson 75080		
Frisco Fire Station #8			14700 Rolater Rd.	Frisco 75034		
Gay Library			6861 W. Eldorado Pkwy.	McKinney 75070		
Haggard Library			2501 Coit Rd.	Plano 75075		
Harrington Library			1501 18th St.	Plano 75074		
Josephine City Hall			201 Main St.	Josephine 75173		
Lavon City Hall			120 School Rd.	Lavon 75166		
Lovejoy ISD Administration Building			259 Country Club Rd.	Allen 75002		
Lucas Community Center			665 Country Club Rd.	Lucas 75002		
McKinney Fire Station #5			6600 Virginia Pkwy.	McKinney 75071		
McKinney Fire Station #7			861 Independence Pkwy.	McKinney 75072		
McKinney Fire Station #9			4900 Summit View Dr.	McKinney 75071		
McKinney Fire Station #10			1150 Olympic Crossing	McKinney 75071		
Melissa City Hall			3411 Barker Avenue	Melissa 75454		
Michael J. Felix Community Center			3815 E. Sachse Rd.	Sachse 75048		
Murphy Community Center			205 N. Murphy Rd.	Murphy 75094		
Old Settler’s Recreation Center			1201 E. Louisiana St.	McKinney 75069		
Parker City Hall			5700 E. Parker Rd.	Parker 75002		
Parr Library			6200 Windhaven Pkwy.	Plano 75093		
Plano ISD Administration Center			2700 W. 15th St	Plano 75075		
Princeton Community Center			416 N. 4th St.	Princeton 75407		
Prosper Town Hall			200 S. Main St.	Prosper 75078		
Renner Frankford Library			6400 Frankford Rd.	Dallas 75252		
Shiloh Missionary Baptist Church			920 E. 14th St.	Plano 75074		
The Grove at Frisco Commons			8300 McKinney Rd.	Frisco 75034		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 22	Oct 23 Early Voting 8am – 5pm	Oct 24 Early Voting 8am – 5pm	Oct 25 Early Voting 8am – 5pm	Oct 26 Early Voting 8am – 7pm	Oct 27 Early Voting 8am – 5pm	Oct 28 Early Voting 7am – 7pm
Oct 29 Early Voting 11am – 5pm	Oct 30 Early Voting 7am – 7pm	Oct 31 Early Voting 7am – 7pm	Nov 1 Early Voting 7am – 7pm	Nov 2 Early Voting 7am – 7pm	Nov 3 Early Voting 7am – 7pm	Nov 4



RESOLUTION  
OFFICIAL INTENT TO REIMBURSE  
COST 2023 BOND PROJECTS

WHEREAS, the Wylie Independent School District (the “Issuer”) is a duly created governmental body of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition, equipment, installation and construction of the projects described on Exhibit “A” hereto (collectively, the “Projects”) prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the “Obligations”) to finance the Projects;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WYLIE INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$298,145,000 for the purpose of paying the costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property with respect to which such expenditures were made is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

Date: August 21, 2023

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Secretary, Board of Trustees

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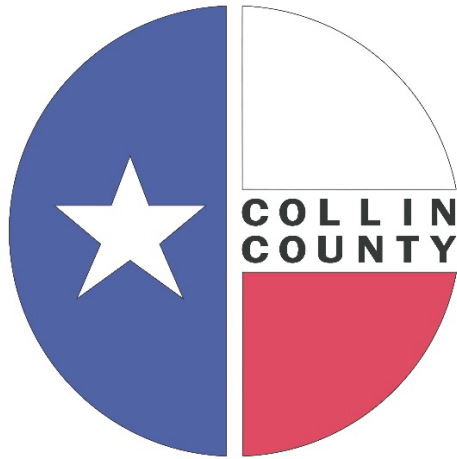
President, Board of Trustees

## Exhibit “A”

### Description of Projects

Construction, renovations, improvements and major repairs at new elementary, new intermediate, new junior high, transportation building, maintenance building and various other buildings throughout the district with, including:

- Construction of new buildings
- Moderate or comprehensive renovations
- Construction of new classrooms and work space
- Construction of flex space
- Improvements to safety & security
- Improvements and replacement of technology equipment
- Improvements to playgrounds
- Concrete repair
- Heating and cooling
- Roofing
- Plumbing
- Electrical
- Flooring



**JOINT ELECTION SERVICES CONTRACT**  
("Election Services Contract")

**ELECTION SERVICES AGREEMENT**

**BETWEEN**

**THE COLLIN COUNTY ELECTIONS ADMINISTRATOR**  
("Contracting Election Officer")

**AND WYLIE INDEPENDENT SCHOOL DISTRICT**  
("Participating Political Subdivision")

**FOR THE CONDUCT OF A JOINT ELECTION**

**TO BE HELD ON TUESDAY, NOVEMBER 7, 2023**

**TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR**

1. ADMINISTRATION AND STATUTORY AUTHORITY

- a. Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas, and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authority of the Participating Political Subdivision.
- b. The contracting authority of the Participating Political Subdivision is hereby participating in the Joint Election to be held in Collin County, Texas on Tuesday, November 7, 2023. The Participating Political Subdivision is hereby contracting with the Elections Administrator of Collin County, Texas and all other joining jurisdictions to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2. DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

- a. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - i. The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County Elections Department website.
  - ii. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
  - iii. The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center will use his/her discretion to determine when additional workers are needed, during peak voting hours.
  - iv. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
    1. Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.
    2. Election judges and alternate judges shall be responsible for picking up and returning election supplies to the County Election Warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
  - v. The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$15.00 per hour, each alternate judge shall receive \$14.00 per hour for, and each clerk shall receive \$13.00 per hour for services rendered. Overtime will be paid to each person working more than 40 hours per week.

- b. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits, and election supplies.
  - i. The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
  - ii. The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
  - iii. The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the Early Voting period required by law.
  - iv. The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
    - 1. Equipment includes the rental of ES&S ExpressVote Universal Voting Machines (EVS 6.1.1.0), ES&S ExpressTouch Curbside Voting Machines (EVS 6.1.1.0), ES&S DS200 Ballot Counters (EVS 6.1.1.0), ES&S Model DS450 and DS850 High-Speed Scanners/Tabulators (EVS 6.1.1.0), ADA compliant headphones and keypads, voting signs, and election supply cabinets.
    - 2. Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.
- c. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
  - i. The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
  - ii. The Contracting Election Officer shall select the Early Voting Polling Locations and arrange for the use of each.
  - iii. Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the early voting dates and times and at the locations listed in Exhibit "A" attached and incorporated by reference into this Election Services Contract.
  - iv. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
    - 1. Applications for mail ballots erroneously mailed to the Participating Political Subdivision shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
    - 2. All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
  - v. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.
- d. The Contracting Election Officer shall select the Election Day Vote Centers and arrange for the use of each.
  - i. The Participating Political Subdivision shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.
  - ii. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this Election Services Contract.

- e. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Griesbach.
  - i. The Tabulation Supervisor shall prepare, test and run the County's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
  - ii. The Public Logic and Accuracy Test and Hash Validation of the electronic voting system shall be conducted in accordance with Election Law. The Contracting Election Officer will post the required Notice of Logic and Accuracy testing and Hash Validation.
  - iii. Election night reports will be available to the Participating Political Subdivision at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with State law.
  - iv. The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivision as soon as possible after all returns have been tallied.
  - v. The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
    - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f. The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivision in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

### 3. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISION

- a. The Participating Political Subdivision shall assume the following duties:
  - i. The Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. The Participating Political Subdivision are required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
  - ii. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Monday, August 21, 2023.
  - iii. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish translation in an electronic format.
    - 1. The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 p.m. Monday, August 21, 2023, the official wording for the Participating Political Subdivision's November 7, 2023 Joint Election.
    - 2. The Participating Political Subdivision shall approve the ballot proofs format within 24 hours of receiving the ballot proof and prior to the final printing.

- a. If the Participating Political Subdivision fail to approve the ballot proofs within 24 hours of receiving the proofs, the Contracting Election Officer will presume that the ballot proofs have been approved by the Participating Political Subdivision. Any costs incurred by making any changes to the ballot (designing, printing, programming, etc.) from this point forward will be the responsibility of the Participating Political Subdivision.
    - iv. The Participating Political Subdivision shall compensate the Contracting Election Officer for all associated costs including any additional verified cost incurred in the process of running this election or for a manual recount, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.
      1. The charges incurred during the manual recount are outlined in Sec. 212 of the Texas Election Code.
    - b. The Participating Political Subdivision shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, September 22, 2023. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "for election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.
    - c. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the Participating Political Subdivision.
4. COST OF SERVICES.
- a. See Exhibit "C".
  - b. Note: A Participating Political Subdivision shall incur a minimum cost of \$3,500.00 to conduct a joint election with the Collin County Elections Department.
5. RUNOFF ELECTIONS
- a. Each Participating Political Subdivision shall have the option of extending the terms of this Contract through its Runoff Election, if applicable. In the event of such Runoff Election, the terms of this Contract shall automatically extend unless the Participating Political Subdivision notifies the Elections Administrator in writing within 3 business days of the original Election.
  - b. Each Participating Political Subdivision shall reserve the right to reduce the number of Early Voting polling locations and/or Election Day vote centers in a Runoff Election. If necessary, any voting changes made by a Participating Political Subdivision between the original election and the Runoff Election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.
  - c. Each Participating Political Subdivision agrees to order any Runoff Election(s) at its meeting for canvassing the votes from the November 7, 2023 Joint Election, and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its Runoff Election.
  - d. Each Participating Political Subdivision eligible to hold Runoff Elections after the November 7, 2023 Uniform Election Date agrees that the date of a necessary Runoff Election shall be held in accordance with the Texas Election Code.

6. GENERAL PROVISIONS

- a. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom, or the place at which any document or record relating to the Participating Political Subdivision's November 7, 2023 Joint Election are to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- b. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
- c. If the Participating Political Subdivision cancels their elections pursuant to Section 2.053 of the Texas Election Code, the Participating Political Subdivision shall pay the Contracting Officer a contract preparation fee of \$75.00 and will not be liable for any further costs incurred by the Contracting Officer.
- d. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.



WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_  
Bruce Sherbet, Elections Administrator  
Collin County, Texas

WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023

By: \_\_\_\_\_  
Dr. David Vinson, Superintendent  
Wylie Independent School District

Attest: \_\_\_\_\_  
Rhonda Tracy, Assistant to the Superintendent  
Wylie Independent School District

Collin County Election Services  
November 7, 2023 Joint Election

Wylie ISD

Registered Voters  
Percentage

51,316  
5.0890151%

Category	Estimated Polling Locations	Estimated Units or Description	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
<b>Early Voting by Mail</b>					
Kits - Mail Ballots		3,000	\$ 1.15	\$ 3,450.00	\$ 175.57
Postage		3,000	\$ 0.88	\$ 2,640.00	\$ 134.35
Paper Ballot Printing Services		0	\$ 0.31	\$ -	\$ -
Paper Ballot Shipping (per box)		0	\$ 30.00	\$ -	\$ -
Ballot Stock - BOD		3,000	\$ 0.12	\$ 360.00	\$ 18.32
Category Subtotal				\$ 6,450.00	\$ 328.24
<b>General Election Expenses</b>					
Mileage		0	Per Election	\$ 500.00	\$ 25.45
		9 vans for 6 weeks @ \$650 per week			
Van / Car Rental			Per Election	\$ 35,100.00	\$ 1,786.24
Election Night Receiving Cover			Per Election	\$ 3,167.80	\$ 161.21
Polling Place Rental			Per Election	\$ 10,000.00	\$ 508.90
Notice of Election			Per Election	\$ 9,700.00	\$ 493.63
Security - EV			Per Election	\$ 2,000.00	\$ 101.78
Security - ED including Traffic Control			Per Election	\$ 20,000.00	\$ 1,017.80
Early Voting Ballot Board			Per Election	\$ 14,805.00	\$ 753.43
FICA - Election Workers		\$ 709,938.00	Per Election	\$ 54,310.26	\$ 2,763.86
County Employee/IT Overtime - EV/ED			Per Election	\$ 50,000.00	\$ 2,544.51
Process Pollworker Checks - EV	38	304	\$ 1.50	\$ 456.00	\$ 23.21
Process Pollworker Checks - ED	57	456	\$ 1.50	\$ 684.00	\$ 34.81
Drayage Per Location - ED	57	114	\$ 202.00	\$ 23,028.00	\$ 1,171.90
Drayage Per Location - EV	38	76	\$ 202.00	\$ 15,352.00	\$ 781.27
Category Subtotal				\$ 239,103.06	\$ 12,167.99
<b>Programming</b>					
Coding Services			25 Days	\$ 80,000.00	\$ 4,071.21
Balotar Programming			Per Election	\$ 1,250.00	\$ 63.61
Category Subtotal				\$ 81,250.00	\$ 4,134.82
<b>Early Voting by Personal Appearance</b>					
Election Judge OT - EV (with OT)			\$ 15.00	\$ 98,610.00	\$ 5,018.28
Alternate Judge OT - EV (with OT)			\$ 14.00	\$ 92,036.00	\$ 4,683.73
Clerk OT - EV (6 per location, with OT)			\$ 13.00	\$ 427,310.00	\$ 21,745.87
ES&S Support Staff / Field Techs - EV			40 Days	\$ 97,200.00	\$ 4,946.52
Equipment Assembly - EV	38	38	\$ 50.00	\$ 1,900.00	\$ 96.69
Category Subtotal				\$ 717,056.00	\$ 36,491.09
<b>Election Day and Tabulation</b>					
Election Day/Post Election Vendor Support			15 Days	\$ 46,800.00	\$ 2,381.66
Notice of Inspection/Tabulation Test			Per Election	\$ 1,500.00	\$ 76.34
Category Subtotal				\$ 48,300.00	\$ 2,457.99
<b>Supply Cost</b>					
Ballots - Card Stock ExpressVote - EV		68,600	\$ 0.14	\$ 9,261.00	\$ 471.29
Ballots - Card Stock ExpressVote - ED		29,400	\$ 0.14	\$ 3,969.00	\$ 201.98
Test Ballots		3,000	\$ 0.12	\$ 360.00	\$ 18.32
Kits - ED	38	38	\$ 51.00	\$ 1,938.00	\$ 98.63

Wylie ISD

Registered Voters  
Percentage

51,316  
5.0890151%

Category	Estimated Polling Locations	Estimated Units or Description	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Kits - EV	57	57	\$ 19.00	\$ 1,083.00	\$ 55.11
Kits - Provisional EV	38	38	\$ 48.35	\$ 1,837.30	\$ 93.50
Kits - Provisional ED	57	57	\$ 38.10	\$ 2,171.70	\$ 110.52
Polling Place Maps - EV	38	38	\$ 25.00	\$ 950.00	\$ 48.35
Polling Place Maps - ED	57	57	\$ 25.00	\$ 1,425.00	\$ 72.52
Signs Metal (5 per location)	95	475	\$ 5.00	\$ 2,375.00	\$ 120.86
Signs Wood	95	95	\$ 2.00	\$ 190.00	\$ 9.67
Ballot Card Stock - Provisional - EV (50 PL)	38	1,900	\$ 0.20	\$ 370.50	\$ 18.85
Ballot Card Stock - Provisional - ED (50 PL)	57	2,850	\$ 0.20	\$ 555.75	\$ 28.28
Ballots - Sample - All Packs	58	145	\$ 93.09	\$ 13,498.05	\$ 686.92
Printer Labels - EV (1 roll per location)	38	152	\$ 6.97	\$ 1,059.44	\$ 53.92
Printer Labels - ED (1 roll per location)	57	114	\$ 6.97	\$ 794.58	\$ 40.44
Category Subtotal				\$ 41,838.32	\$ 2,129.16
<b>Equipment</b>					
Cabinet Security - EV	38	58	\$ 200.00	\$ 11,600.00	\$ 590.33
Cabinet Security - ED	57	76	\$ 200.00	\$ 15,200.00	\$ 773.53
Computer Cabinet - EV	38	41	\$ 50.00	\$ 2,050.00	\$ 104.32
DS200 Ballot Counter - EV	38	60	\$ 350.00	\$ 21,000.00	\$ 1,068.69
DS200 Ballot Counter - ED	57	77	\$ 350.00	\$ 26,950.00	\$ 1,371.49
ExpressVote - EV (9 per location)	38	522	\$ 200.00	\$ 104,400.00	\$ 5,312.93
Expres Vote - ED (9 per location)	57	684	\$ 200.00	\$ 136,800.00	\$ 6,961.77
ExpressTouch - EV	38	44	\$ 200.00	\$ 8,800.00	\$ 447.83
ExpressTouch - ED	57	63	\$ 200.00	\$ 12,600.00	\$ 641.22
Category Subtotal				\$ 339,400.00	\$ 17,272.12
<b>Personnel</b>					
Election Judge - ED			\$ 15.00	\$ 13,920.00	\$ 708.39
Alternate Election Judge - ED			\$ 14.00	\$ 12,992.00	\$ 661.16
Clerk - ED (6 per location)			\$ 13.00	\$ 60,320.00	\$ 3,069.69
Judge /Alternate Judge Delivery - ED	57	57	\$ 50.00	\$ 2,850.00	\$ 145.04
Category Subtotal				\$ 90,082.00	\$ 4,584.29
<b>Election Expense</b>					<b>\$ 79,565.70</b>
Cost (minimum)				\$ 1,563,479.38	\$ 79,565.70
10% Administrative Fee					\$ 7,956.57
Total Cost					\$ 87,522.27
<u>90% deposit due Friday, September 22, 2023</u>					\$ 78,770.04



**Resolution to Declare a Good Cause Exception for House Bill 3  
Armed Security Officer Requirement**

WHEREAS, Section 37.0814 of the Texas Education Code requires the board of trustees of each school district shall determine the appropriate number of armed security officers for each district campus;

WHEREAS, Section 37.0814(a) of the Texas Education Code requires the board to ensure that at least one armed security officer is present during regular school hours at each district campus;

WHEREAS, Section 37.0814(b) of the Texas Education Code requires that at least one armed security officer at each campus be a commissioned peace officer, namely a school district peace officer; a school resource officer; or a commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code;

WHEREAS, Section 37.0814(c) of the Texas Education Code provides that if the board of trustees of a school district is unable to comply with this section, the board may claim a good cause exception if the district's noncompliance is due to the availability of funding or qualified personnel;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Wylie Independent School District hereby determines that the School District is unable to ensure that at least one armed security officer, as defined by law, is present during regular school hours at each district campus;

BE IT FURTHER RESOLVED that the Board of Trustees determines that:

The District's noncompliance is due to lack of available qualified personnel. The City of Wylie does not have the manpower to provide an SRO at every school building.

FINALLY, BE IT RESOLVED that the Board of Trustees, having claimed a good cause exception, will develop and document an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code.

Adopted this 21st day of August, 2023, by the Board of Trustees.

Presiding officer's signature: \_\_\_\_\_

Secretary's signature: \_\_\_\_\_

## Armed Security Officer Requirement in House Bill 3 (2023)

Published online in [TASB School Law eSource](http://TASB.School.Law.eSource)

House Bill 3 (HB 3), effective September 1, 2023, adds new Texas Education Code section 37.0814. This new law requires each school board to determine the appropriate number of armed security officers for each district campus and, absent a good cause exception, ensure at least one armed security officer—specifically, a commissioned peace officer—is present during regular school hours at each campus. A school board can claim a good cause exception to this requirement due to lack of funding or qualified personnel. If the board claims a good cause exception, the board must provide an alternative standard that may include reliance on a school marshal or an employee or contracted individual who has completed the handgun safety course required for handgun license holders and is authorized to carry a firearm by the district (often called a “guardian” in school board policy). Each district must create and maintain documentation of its compliance with this section.

The following are answers to questions presented about HB 3’s armed security officer requirement.

- 1. HB 3 broadens the options for school security personnel; does the list of broader options mean a district can meet the standard of at least one armed security officer present during regular school hours at each campus with individuals other than commissioned peace officers?**

No, not without first claiming a good cause exception. The statute states that an armed security officer described by Section 37.0814 (a) must be: (1) a school district peace officer; (2) a school resource officer; or (3) a commissioned peace officer employed as security personnel.

- 2. Who is a school district peace officer?**

A school district peace officer is a district employee licensed by the Texas Commission of Law Enforcement (TCOLE) and commissioned by the district. This option is available only if the district has its own police department.

- 3. Who is a school resource officer?**

A school resource officer (SRO) is a commissioned peace officer employed by another commissioning entity (e.g., county sheriff, city police department) who is assigned to a specific school district through a memorandum of understanding (MOU). The officer works for the commissioning entity, not the school district.

**4. Who is a commissioned peace officer employed as security personnel?**

Texas Education Code section 37.081 states that a school board has four options for employing *security personnel*:

- employing or contracting with security personnel;
- entering into an MOU for SROs provided by a local law enforcement agency or a city or county that employs commissioned peace officers;
- contracting with a security services contractor licensed under Texas Occupations Code chapter 1702 for a commissioned security officer who has completed the Department of Public Safety (DPS) Level II or III training course; and/or
- commissioning its own peace officers.

A commissioned peace officer, who is not a school district police officer and not an SRO but is contracting directly with the school district or working for a security services contractor licensed under Texas Occupations Code chapter 1702, is likely an off-duty commissioned peace officer. A commissioned peace officer who works full time for a commissioning entity may moonlight on an individual or independent contractor basis if the officer meets certain criteria, including working an average of at least 32 hours per week for the officer's commissioning entity. Tex. Occ. Code § 1702.322. Because these individuals are committed to working 32 hours per week for the entity holding their commission, multiple individuals would need to be assigned to an individual campus to ensure coverage during regular school hours. For example, a security services contractor may assign a different officer to a campus each day of the week.

**5. What is necessary in MOUs regarding school district security?**

For a school district with its own police department, the district and law enforcement agencies with which it has overlapping jurisdiction must enter an MOU that outlines reasonable communication and coordination efforts between the school police department and the other agencies. Tex. Educ. Code § 37.081(g).

For a school district with SROs, the district's MOU providing for the SROs must include a statement of the SROs' law enforcement duties as determined by the school board. Tex. Educ. Code § 37.081(d). Preexisting MOUs for SROs may need to be updated in light of HB 3. Under HB 3, an MOU for SROs must be an interlocal contract under Texas Government Code Chapter 791 and must use a proportionate cost allocation methodology that allows the commissioning entity to recover direct costs but does not allow the entity to profit. HB 3 adds that a school district, local law enforcement agency, county, or municipality that enters into an MOU for SROs may seek funding from

federal, state, and private sources to support the cost of providing SROs. Moreover, now that compliance with Section 37.0814 requires the officer to be present during regular school hours, MOUs that said the officer could be called to other duties as needed by the officer's employer may need to be adjusted.

School districts can get guidance on MOUs and mutual aid agreements from the Texas School Safety Center (TxSSC), which is charged with guidelines on key provisions, including potentially sample language. School districts shall, at the TxSSC's request, provide a copy of any safety-related MOU to the TxSSC, and the MOU will remain confidential under the Texas Public Information Act. Tex. Educ. Code § 37.2121.

**6. What counts as a *campus*? For example, what if a middle school and high school are located on the same property and share facilities? Does this require one officer or two?**

Because campus identification numbers are issued by the Texas Education Agency (TEA), we anticipate that TEA will answer this question. In the alternative, a school board could seek a good cause exception and choose an alternative standard that allows a single officer to be shared by two campuses in immediate proximity.

**7. What counts as being *present*? Can simply being on patrol in the general area count? What about when an officer is absent from work?**

Talk to your school attorney, but conservatively, if a commissioned peace officer is not assigned full time to the campus, the board should seek a good cause exception. School district police department schedules, MOUs for SROs, and contracts with security companies should provide for coverage when an officer is on leave.

**8. What are *regular school hours*?**

The phrase is not defined in law. Future regulations may address this question. For now, if an officer will not be present during regular instructional hours, a school board should pursue a good cause exception.

**9. How does a school board claim a good cause exception?**

The new statute does not address the mechanics, but clearly the law calls for board action, and a board resolution makes the most sense. A sample resolution is attached. By law, TEA does not have regulatory authority to monitor compliance with Section 37.0814. As such, TEA is not going to pursue mass collection of good cause documentation. Each board with an exception must, however, make documentation of good cause available to TEA on request. For this reason, we encourage board resolutions to go beyond simple recitation of the statute. Add enough local detail about lack of funding or lack of qualified personnel to withstand scrutiny by TEA and your

community. For example, if the district is claiming lack of funding, add a short statement about the district's current budgetary pressures or the cost of compliance. If the district is claiming lack of qualified personnel, add a short statement about the district's efforts to recruit officers or contract with other local governmental entities for SROs.

**10. What is in an alternative standard?**

If the district can't meet the requirement to have an armed security officer present at each school campus during regular school hours due to lack of funding or qualified personnel, the board may claim a good cause exception and develop an alternative standard with which the district can comply. Districts' alternative standards should meet local security needs using available resources and personnel. There is no "one size fits all" alternative. Again, TEA has no regulatory authority to oversee district compliance with this requirement, but the most natural reading of the statute is that the alternative standard is a standard for how to provide armed security at all campuses throughout the regular school day. Talk to your school attorney before setting an alternate standard that disregards this legislative purpose.

**11. Can an alternative standard include armed security guards?**

HB 3 eliminates a previous requirement that a person employed as security personnel and authorized by the board to carry a weapon had to be a commissioned peace officer. HB 3 specifically allows a district to contract directly with security personnel or with a security services contractor to provide commissioned security officers as defined by Texas Occupations Code section 1702.322. These individuals are not commissioned peace officers and are required to have completed DPS Level II or III training courses. Bill author Representative Dustin Burrows has written a statement of legislative intent explaining that one purpose of the new law was to open the option for districts to employ armed security guards. That said, security guards licensed under Texas Occupations Code chapter 1702 (even those commissioned by DPS under Section 1702.321) are not "peace officers" under Texas Code of Criminal Procedure article 2.12 (to be recodified at 2A.001). They do not satisfy the armed officer requirement in Section 37.0814(b) without a good cause exception. Instead, they are a potential option for a board's alternative standard. Note that a person who is permitted to carry a firearm but is not a commissioned peace officer performing law enforcement duties as determined by the board, may not perform routine law enforcement duties, including making arrests, except during an emergency presenting a risk of death or serious bodily injury to someone at the campus.



**12. Does a district's alternative standard have to involve reliance on school marshals or guardians?**

No, but it can. HB 3 specifically states that a board that claims a good cause exception must develop an alternative standard with which the district is able to comply, which "may include providing a person to act as a security officer who is a school marshal or a school district employee or a person with whom the district contracts who has completed school safety training provided by a qualified handgun instructor certified in school safety under Section 411.1901, Government Code and carries a handgun on school premises in accordance with written regulations or written authorization of the district under Section 46.03(a)(1)(A), Penal Code." The locally authorized individual with school safety training by a qualified handgun instructor is often called a "guardian" in local school board policy.

**13. What is the difference between a school marshal and a guardian? Is one option better than the other?**

Both options are lawful, and both are in wide use across the state. TASB Policy Service has model local policy language that can support the board's choices in this regard. A school marshal is licensed and certified by TCOLE after completion of a specific training program, passing a state licensing exam, and meeting all statutory requirements, including psychological fitness. See Tex. Educ. Code § 37.0811 and TASB Policy CKEB(LEGAL). Typically, school marshals are employed by the district in another capacity and are selected by their school board to obtain the school marshal credential in addition to their regular duties. On the other hand, school boards can also choose to authorize other individuals to carry firearms on school premises. In order to be designated as part of an alternative standard, these "guardians" must complete school safety training provided by a qualified handgun instructor certified in school safety. This course is only 16 hours, compared to the 80 hours of training required for marshals, but many local districts impose greater training, practice, and other requirements for locally appointed guardians.

Additional information about school marshals and guardians can be found in the TASB School Law eSource's [School Marshals and Other Personnel Carrying Firearms](#). As to which approach is "better," the choice is up to the local school board. The formality of the school marshal training, screening, and licensure, along with its additional statutory immunity and confidentiality provisions, make the marshal approach increasingly appealing from a legal standpoint. HB 3 may cause many school boards to reexamine their school safety staffing choices. Talk to your school attorney if you have questions about these options.

**14. How is a board's alternative standard documented?**

According to Section 37.0814 (e), the board must develop and maintain documentation of the district's implementation of and compliance with this section, including documentation related to a good cause exception, and shall, if requested by TEA, provide that documentation in the manner prescribed by TEA. Documentation of compliance would include documentation of the board's alternative standard, even if the details of that alternative plan are confidential.

**15. How much detail should the board share publicly about its safety plans, including its alternative standard?**

Undoubtedly, parents and other community members have a heightened interest in matters of school safety and may expect the board to disclose significant details about its implementation of Section 37.0814. However, the degree to which the board discloses details of its security planning is a local choice given the strong statutory confidentiality surrounding this topic. The new statute requires the board to determine the appropriate number of armed security officers for each district campus and, if necessary, claim a good cause exception. Board action must take place through a formal vote in a posted public meeting. Beyond that, the details of the district's security plans can be protected. The board may meet in closed session to deliberate its security audit or the deployment, or specific occasions for implementation, of security personnel or devices. Tex. Gov't Code § 551.076. The board may also meet in closed session to deliberate security assessments or deployments relating to information resources technology; network security information; or the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. Tex. Gov't Code § 551.089. In addition, the Texas Public Information Act protects the confidentiality of school district records made confidential by law, including new protections in HB 3, and information held by a law enforcement agency, including a school district police department, the disclosure of which would hinder law enforcement. Tex. Gov't Code § 552.108.

**16. If a district is able to comply with Section 37.0814 (a) by providing a commissioned peace officer at every campus during regular school hours, does the school board need to take any public action?**

Even a board that is able to meet the legal standard of placing a commissioned peace officer at every campus still has to "determine the appropriate number of armed security officers for each district campus." Because a school board can act only through formal action at posted public meeting, a resolution or at least a vote in open session may still be in order. That said, for the reasons described above, the details of district's security plans should remain confidential. A board could vote that it has determined

that “at least one” commissioned peace officer and potentially other armed individuals (e.g., marshals, guardians, armed security officers) are placed at each campus, leaving the details to the district’s emergency operation plan which is confidential.

**17. What further guidance should we anticipate from the TxSSC or TEA?**

The TxSSC is an important resource for school safety guidance, but the TxSSC does not have specific statutory authority regarding Section 37.0814. TEA does not have rulemaking or enforcement authority over Section 37.0814, but it does have statutory authority to request documentation of compliance. TEA has announced that it will provide guidance on HB 3 on August 24, 2023, to be followed by webinars in September. Districts are encouraged to pay close attention to TEA’s guidance and webinars. To the extent any TEA guidance contradicts this FAQ, TASB defers completely to TEA.

This document is continually updated at <https://tasb.org/services/legal-services/tasb-school-law-source/business/documents/armed-security-officer-requirement.pdf>. For more information on school law topics, visit TASB School Law eSource at [schoolawesource.tasb.org](https://schoolawesource.tasb.org).

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*Published August 2023*