

*“Engage all students to reach their full academic and social potential.”*

## **Lake Dallas Independent School District**

### **Regular Meeting**

**Monday, September 20, 2010 5:30 PM**

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
LAKE DALLAS, TEXAS  
BOARD OF TRUSTEES  
REGULAR MEETING  
MONDAY, SEPTEMBER 20, 2010**

NOTE: The meeting will be conducted at Lake Dallas Middle School, Room 401, 325 E. Hundley Drive, Lake Dallas, Texas

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

**AGENDA**

5:30 PM

1. Call to Order, Roll Call, and Establishment of Quorum
2. Closed Session  
The open session of the meeting will adjourn. The Board of Trustees will reconvene in closed session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code). The Board of Trustees will reconvene in open session to take any final action, decision, or vote on a matter deliberated in closed session.
  - A. 551.072 Discussing purchase, exchange, lease, or value of real property
  - B. 551.074 Discussing personnel or to hear complaints against personnel, including the deliberation of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee
  - C. 551.075 To confer with employees of the school district to receive information or to ask questions
3. Reconvene to Open Session, Invocation, and Pledges of Allegiance
  - A. Invocation - Wes Eversole
  - B. Pledges of Allegiance - Shady Shores Elementary School Students
4. Open Forum
5. Special Reports
  - A. Student Recognition - Shady Shores Elementary School 4
    1. Sarah Dunn, Anna D Nguyen, Maja Lorimer, and Addison Blevins for having the highest Accelerated Reader Points for 2009-2010
6. Consent Agenda Items
  - A. Consideration/Approval of the Minutes of the August 30, 2010 Special Meeting 5  
(District Goal All)
  - B. Consideration/Approval of Monthly Financial Statements 9  
(District Goal All)
  - C. Consideration/Approval of the 2010-2011 Memorandum of Understanding with 13  
Denton County JJAEP  
(District Goal All)

D. Consideration/Approval of the School Health Advisory Council (SHAC) Members for 2010-2011 (District Goal All)	24
7. Action/Discussion Items	
A. Consideration/Approval of Localized Board Policy Update 88 (District Goal All)	26
B. Consideration/Approval of Resolution #2010-11-01 that allows the Denton County Sheriff's Department to resell property at a public venue as provided under Texas Property Tax Code 34.05(c) (District Goal All)	38
C. Consideration/Approval of Resolution #2010-11-02 that approves the transfer of interest in land located on Parkridge Drive (District Goal All)	40
D. Consideration/Approval of Interlocal Agreement that details the understanding between the City of Corinth and the Lake Dallas Independent School District concerning the transfer of interest in land to the City of Corinth located on Parkridge Drive (District Goal All)	50
E. Consideration/Approval of the waiver of penalty and interest for account #227153DEN for David Rinaldi (District Goal All)	60
F. Consideration/Approval of State Energy Conservation Office Stimulus Program Loan Agreement (District Goal All)	63
G. Consideration/Approval of Ordinances setting a tax rate for Maintenance and Operations and Debt Service for the 2010-2011 School Year (District Goal All)	117
8. Report/Information/Review Items	
A. Campus Report - Shady Shores Elementary School	
B. Lake Dallas ISD Labor Day Enrollment Comparisons	120
C. Lake Dallas ISD Campus Events Calendar	123
1. <a href="http://ldisd.intand.com">http://ldisd.intand.com</a>	
9. Closed Session	
A. 551.074 Discussing personnel or to hear complaints against personnel, including the deliberation of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee	
10. Adjournment	

# **SPECIAL REPORT**

## **Student Recognition – Shady Shores Elementary**

### **Presented for:**

Board action \_\_\_\_\_ Report/Review Only   X  

### **Supporting documents:**

None   X   Attached \_\_\_\_\_ Provided Later \_\_\_\_\_

### **Contact Person:**

Vangee Deussen  
Principal, Shady Shores Elementary  
940-497-4035  
vdeussen@ldisd.net

### **Background Information:**

Vangee Deussen would like to recognize the following students for having the highest Accelerated Reader Points for 2009-2010:

Sarah Dunn	1,129 points
Anna D Nguyen	480 points
Maja Lorimer	409 points
Addison Blevins	344 points

# CONSENT AGENDA

## Minutes of the August 30, 2010 SPECIAL Meeting

### Presented for:

Board Action  \_\_\_\_\_ Report/Review Only \_\_\_\_\_

### Supporting documents:

None \_\_\_\_\_ Attached  \_\_\_\_\_ Provided Later \_\_\_\_\_

### Contact Person:

Gayle Stinson  
Superintendent  
[gstinson@ldisd.net](mailto:gstinson@ldisd.net)  
940-497-4039

### Background Information:

Minutes from the August 30, 2010 SPECIAL Meeting are enclosed in the board packet.

### Fiscal Implications:

N/A

### Administrative Recommendation:

Approve

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For: \_\_\_\_\_

Against: \_\_\_\_\_

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
LAKE DALLAS, TEXAS

**MINUTES – OFFICIAL SPECIAL MEETING – BOARD OF TRUSTEES**  
LAKE DALLAS MIDDLE SCHOOL – 325 EAST HUNDLEY DRIVE  
LAKE DALLAS, TEXAS  
MONDAY, AUGUST 30, 2010

The Board of Trustees of the Lake Dallas Independent School District met in official Special session on Monday, August 30, 2010 at 5:30 p.m. at the Lake Dallas Middle School, Room 401, located at 325 East Hundley Drive, Lake Dallas, Texas.

**Board Members Present**

Sandra Drusch, President  
Sam Blunk, Vice President  
Scott Baird  
Lance Stacy  
Glen Gowans

**Board Members Absent**

Carol Jula, Secretary  
Chad Thiessen

**School Officials Present**

Gayle Stinson, Superintendent  
Wes Eversole, Deputy Superintendent/CFO  
Marci Malcom, Assistant Superintendent of Curriculum/Instruction  
Karla Landrum, Executive Director of Human Resources  
Anne Haehn, Director of Accounting  
Mike Dabney, Director of Technology  
Jim Parker, Principal Lake Dallas Middle School  
Kristi Strickland, Principal Lake Dallas High School

**Meeting Called to Order**

President Drusch called the meeting to order and announced that a quorum of the Board Members was present, the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**Closed Meeting**

5:30p.m.

**Open Meeting**

6:45p.m.

**Open Forum**

President Sandra Drusch conducted an open forum; there was no participation from the public.

**Public Hearing**

Mr. Wes Eversole, Deputy Superintendent/CFO, presented the 2010-2011 Proposed Budgets.

**Consideration/Approval of Consent Agenda Items**

It was MOVED by Mr. Lance Stacy, SECONDED by Mr. Glen Gowans to approve the consent agenda items listed below.

- A) Minutes from the August 16, 2010 REGULAR Meeting
- B) Budget Amendments

MOTION PASSED. 5-0

**Consideration/Approval of Proposed Change of Board of Trustees Meeting Dates in December 2010 and January 2011 and an Additional Meeting of August 29, 2011**

Mrs. Gayle Stinson presented the following proposed changes to the Board of Trustees Meeting Dates:  
December 20, 2010 Meeting to December 13, 2010  
January 17, 2011 Meeting to January 24, 2011  
Additional Meeting:  
August 29, 2011

Mr. Scott Baird MOVED to approve the changes, Mr. Sam Blunk SECONDED.

MOTION PASSED. 5-0

**Consideration/Preliminary Approval to Adopt the 2010-2011 General Fund, Food Services Fund, Debt Service Fund Budgets, and Salary Schedules**

Mr. Wes Eversole presented the proposed budgets.  
Mr. Sam Blunk MOVED to approve, Mr. Glen Gowans SECONDED.

MOTION PASSED. 5-0

**Meeting Adjourned**

7:10 p.m.

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Sandra Drusch, President

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Carol Jula, Secretary

# CONSENT AGENDA

## Monthly Financial Statements

### Presented for:

Board Action

Report/Review Only \_\_\_\_\_

### Supporting documents:

None \_\_\_\_\_

Attached

Provided Later \_\_\_\_\_

### Contact Person:

Wes Eversole  
Deputy Superintendent/CFO  
[weversole@ldisd.net](mailto:weversole@ldisd.net)  
940-467-4039

### Background Information:

The monthly tax and financial reports for July are enclosed.

### Administrative Recommendation:

Approve

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For: \_\_\_\_\_

Against: \_\_\_\_\_

**Lake Dallas ISD  
Summary Of Tax Collections Comparison  
July 2010**

<b><u>Current Tax Collections</u></b>	<b><u>2010</u></b>	<b><u>2009</u></b>	<b><u>2008</u></b>
Current Tax Roll Status:	\$20,386,831	\$20,328,800	\$17,998,466
+/- Supplemental Adjustments	505,549	699,827	527,565
Balance Taxes Due After Adjustments	<u>20,892,379</u>	<u>21,028,626</u>	<u>18,526,032</u>
Current Collection Activity:			
General Operating Fund	14,614,947	14,717,569	12,487,049
Debt Service Fund	5,995,876	6,037,977	5,763,253
Total Current Collections	<u>20,610,823</u>	<u>20,755,546</u>	<u>18,250,302</u>
Unpaid Current Taxes Due @ End of Month	281,556	273,081	275,729
Collection % to Current Tax Role	98.65%	98.70%	98.51%

**Delinquent Tax Collections**

Prior Years Delinquent Tax Roll:	425,451	435,782	806,550
+/- Supplemental Adjustments	41,279	26,288	(7,392)
Balance Taxes Due After Adjustments	<u>466,730</u>	<u>462,070</u>	<u>799,158</u>
Delinquent Collection Activity:			
Less General Operating Funds Collected	123,386	143,009	299,259
Less Debt Service Collected	50,620	58,670	138,120
Total Delinquent Collections	<u>174,006</u>	<u>201,679</u>	<u>437,379</u>
Unpaid Delinquent Taxes Due @ End of Month	292,724	260,391	361,779
Collection % to Delinquent Tax Role	37.28%	43.65%	54.73%

**Penalties, Interest, Attorney Fees**

Penalties and Interest:			
Penalty Paid On Taxes	100,109	106,673	125,342
Interest Paid On Taxes	56,775	68,773	100,412
Amount Paid to Tax Attorney	61,017	62,408	131,614
Total Penalties, Interest, Attorney Fees	<u>217,901</u>	<u>237,854</u>	<u>357,368</u>

**Collection Summary**

Current Taxes Collected	20,610,823	20,755,546	18,250,302
Delinquent Taxes Collected	174,006	201,679	437,379
Penalties, Interest, Attorney Fees	217,901	237,854	714,736
Total Tax Collections	<u>21,002,730</u>	<u>21,195,079</u>	<u>19,402,416</u>
Total Unpaid Current Taxes Due @ End of Month	281,556	273,081	275,729
Total Unpaid Delinquent Taxes Due @ End of Month	292,724	260,391	361,779
Total Taxes Outstanding	<u>574,280</u>	<u>533,471</u>	<u>637,509</u>

LAKE DALLAS ISD  
 COMPARISON OF REVENUE AND EXPENDITURES  
 GENERAL FUND  
 JULY 2010

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
<b>REVENUE</b>					
Tax Revenue	14,797,533	14,885,791	14,774,493	(111,298)	100.8%
Tuition	15,387	17,272	32,000	14,728	54.0%
Other Revenue	131,416	132,928	208,183	75,255	63.9%
Athletic Activity	125,523	125,523	100,000	(25,523)	125.5%
<b>Local Revenue</b>	<b>15,069,859</b>	<b>15,161,514</b>	<b>15,114,676</b>	<b>(46,838)</b>	<b>100.3%</b>
State Program Revenue	7,420,663	9,918,510	12,438,728	2,520,218	79.7%
TRS on Behalf	1,225,687	1,343,276	1,448,302	105,026	92.7%
<b>State Revenue</b>	<b>8,646,350</b>	<b>11,261,786</b>	<b>13,887,030</b>	<b>2,625,244</b>	<b>81.1%</b>
Federal Flood Control	45,882	46,357	16,000	(30,357)	289.7%
Impact Aid	166,940	166,940	225,000	58,060	74.2%
<b>Federal Revenue</b>	<b>212,822</b>	<b>213,297</b>	<b>241,000</b>	<b>27,703</b>	<b>88.5%</b>
<b>Total Revenue</b>	<b>23,929,032</b>	<b>26,636,598</b>	<b>29,242,706</b>	<b>2,606,108</b>	<b>91.1%</b>
<b>EXPENDITURES</b>					
Instruction	14,282,705	15,622,739	17,544,505	1,891,298	89.0%
Inst. Res./Media Services	490,754	529,751	595,325	58,971	89.0%
Curriculum Dev. & Inst. Staff Devel	492,634	538,398	552,469	11,571	97.5%
Inst. Leadership	281,453	303,928	367,990	64,039	82.6%
School Leadership	1,359,352	1,492,595	1,654,882	161,523	90.2%
Guidance/Counseling/Evaluation	818,947	900,760	982,925	82,165	91.6%
Health Services	259,775	284,781	317,716	32,935	89.6%
Pupil Transportation	1,183,299	1,259,578	1,345,313	73,104	93.6%
Cocurr./Extracurr. Activities	796,997	860,070	862,456	1,061	99.7%
Gen Administration	966,995	1,043,437	1,128,284	84,745	92.5%
Plant Maintenance & Operations	2,623,140	2,957,270	3,117,956	117,745	94.8%
School Monitoring Services	89,989	90,353	111,899	21,546	80.7%
Date Processing Services	399,761	440,045	490,515	45,994	89.7%
Facilities Acq. & Construction	26,983	36,211	56,952	20,741	63.6%
Payments to JJAEP Programs	0	0	10,800	10,800	0.0%
<b>Total Expenditures</b>	<b>24,072,784</b>	<b>26,359,917</b>	<b>29,139,987</b>	<b>2,678,239</b>	<b>90.5%</b>
<b>Grand Revenue Totals</b>	<b>23,929,032</b>	<b>26,636,598</b>	<b>29,242,706</b>		
<b>Grand Expenditure Totals</b>	<b>24,072,784</b>	<b>26,359,917</b>	<b>29,139,987</b>		
<b>Grand Totals</b>	<b>(143,752)</b>	<b>276,681</b>	<b>102,719</b>		

LAKE DALLAS ISD  
BALANCE SHEET  
GENERAL FUND, FOOD SERVICE AND DEBT SERVICE  
AS OF JULY 31, 2010

**General Fund**

Cash & Investments	\$ 8,430,009
Receivables	(1,510,194)
Deferred Expenses	201,232
<b>Total Assets</b>	7,121,048
Current Payables	(59,762)
Accrued Expenses	(169,784)
Deferred Revenue	(1,291,108)
<b>Total Liabilities</b>	(1,520,654)
Reserve for Encumbrances	103,907
Undesig. Fund Balance	(5,600,394)
Reserve for Encumbrances	(103,907)
<b>Total Equity</b>	(5,600,394)

**Food Service**

Cash & Investments	223,753
Receivables	102
<b>Total Assets</b>	223,855
Current Payables	(15,753)
Accrued Expenses	(28,253)
<b>Total Liabilities</b>	(44,006)
Reserve for Food Encumbrances	(217,463)
Undesig. Fund Balance	50,902
Reserve for Encumbrances	(13,289)
<b>Total Equity</b>	(179,850)

**Debt Services**

Cash & Investments	6,474,699
Receivables	(1,747,946)
<b>Total Assets</b>	4,726,752
Current Payables	1,852,306
Deferred Revenue	(94,176)
<b>Total Liabilities</b>	1,758,130
Reserve for Long Term Debt	(1,218,981)
Undesig. Fund Balance	(5,265,901)
<b>Total Equity</b>	(6,484,882)

# CONSENT AGENDA

## Consideration/Approval of the 2010-2011 Memorandum of Understanding with Denton County JJAEP

### Presented for:

Board Action  \_\_\_\_\_

Report/Review Only \_\_\_\_\_

### Supporting documents:

None \_\_\_\_\_

Attached  \_\_\_\_\_

Provided Later \_\_\_\_\_

### Contact Person:

Gayle Stinson  
Superintendent  
940-497-4039  
[gstinson@ldisd.net](mailto:gstinson@ldisd.net)

### Background Information:

The Denton County Juvenile Justice Alternative Education Program provides education to students that have been expelled from attending their home campus in Denton County. The annual Memorandum of Understanding is attached.

### Fiscal Implications:

### Administrative Recommendation:

Approve

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For: \_\_\_\_\_

Against: \_\_\_\_\_



August 20, 2010

Ms. Gayle Stinson  
Superintendent  
Lake Dallas ISD  
P.O. Box 548  
Lake Dallas, Texas 75065-0548

Dear Superintendent Stinson,

Enclosed you will find the 2010-2011 Memorandum of Understanding. This document was approved by the Denton County Juvenile Board on August 20, 2010.

Please find two originals of this document. I am requesting this document be presented to your school board, approved, and signed by your board president and board secretary. If you would like a digital copy of this document for presentation to your board please email your request to [matt.marick@dentoncounty.com](mailto:matt.marick@dentoncounty.com).

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

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

Sincerely,

Matthew C. Marick  
Deputy Director Field Services  
Denton County Juvenile Probation

**MEMORANDUM OF UNDERSTANDING ("MOU")**

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

**WHEREAS** Denton County, Texas 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 Probation Commission ("TJPC"); and,

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

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

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

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

**WHEREAS**, the State of Texas has directed that Juvenile Courts punish and rehabilitate juvenile offenders; 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 of students with *behavioral* problems and rehabilitation of juvenile offenders, but not the treatment of *emotional* problems;

NOW THEREFORE THE PARTIES AGREE THAT:

**I. ADMINISTRATION OF DENTON COUNTY JJAEP**

1.1. The daily administration for the DCJJAEP will be conducted by the Denton County Juvenile Probation Department ("Probation Department") under the direction of the Chief Juvenile Probation Officer. The Probation Department shall conform the DCJJAEP to the standards and guidelines of the Texas Juvenile Probation Commission. Furthermore, the probation Department shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary where necessary, with the Code, including, but not limited to, Chapters 39 and 42 of the Code.

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

2.1. The parties to this MOU acknowledge that the Code §37.010(a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the parties that the Denton County Juvenile Justice Alternative Education Program ("DCJJAEP") provide an educational program to all expelled students.

2.2. Students who are expelled from a Denton County school district will be afforded the appropriate due process within the respective Independent School District ("ISD") as provided by school district policy and federal and state law.

2.3. As the ISDs have, or will have, "elected" to contract with the DCJJAEP, as the agent for/of DCJB, pursuant to Code §37.011(p), for the placement of students expelled under Code §37.007(b), (c), and (f), §37.0081; §37.309; any student, under the age of 18 years of age, who has been expelled from an ISD may be placed in, or ordered or required to attend, the DCJJAEP.

2.4. Every student who has been expelled from an ISD as a mandatory expulsion (i.e., pursuant to Code § 37.007 (a), (d), or (e)), and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas law and this M.O.U., may be placed in, or ordered or required to attend, the DCJJAEP by the appropriate ISD, juvenile court, district court, statutory county criminal court, county prosecutor, and/or probation department -- regardless of the final disposition of the case by a juvenile court, district court, statutory county criminal court, or county prosecutor. After the expelling ISD has received notice under Tex. Fam. Code § 52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however the expelling ISD shall review, and may reconsider, its expulsion decision.

2.5. Every student, under the age of 18 years of age, who has been expelled from an ISD as a discretionary expulsion (i.e., pursuant to Code § 37.007 (b), (c), or (f); § 37.0081; § 37.309), and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas law and this M.O.U., may be placed in, or ordered or required to attend the DCJJAEP by the appropriate ISD, juvenile court, district court, statutory county criminal court, county prosecutor, and/or probation department -- regardless of the final disposition of the case by a juvenile court, district court, statutory county criminal court, or county prosecutor. After the expelling ISD has received notice under Tex. Fam. Code § 52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however the expelling ISD shall review, and may reconsider, the terms and conditions of its expulsion order.

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

2.7. It is the intent of the parties hereto that, for each expelled student who is placed in the DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Students must remain in the DCJJAEP for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements of admission into the public schools established by law, the school district in which the student resides shall readmit the student, but may assign such student to the school district alternative education program or other program.

2.8. In order to avoid undue disruption in the educational process of students attending the DCJJAEP under this MOU, in assigning a term of expulsion, the ISD expelling the STUDENT shall assign and order a term of expulsion that is not less than thirty (30) school days nor more than 365 days — unless the expelling ISD conducts a review of the student's placement at least every 365 days. Additionally, the expelling ISD shall draft the expulsion order to provide a termination date that will permit the student to re-enter the expelling ISD at the beginning of a grading period. A term or placement, except for a term or placement based upon Code §37.007(e), may be commuted or reduced, by agreement of the DCJJAEP and the ISD, if the student serving same has not violated, and is in compliance with, the rules and regulations of the DCJJAEP. This section is in acknowledgment of the academic mission and obligation for rehabilitation shouldered by the DCJJAEP, and it is in further recognition of the substantial contribution of resources to the JJAEP program by the DCJJAEP including facilities, computer hardware and software, personnel, training, etc.

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

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

2.11. A student's grievances about the DCJJAEP shall first be addressed to the DCJJAEP Program Director. In the event that the student is not satisfied with the DCJJAEP Program Director's resolution of the grievance, then the student shall address, direct and state, in writing, his grievance to a grievance committee comprised of five members. The grievance committee

shall consist of two members from the Juvenile Board, or their designees, and three members from the expelling ISD's Board of Trustees, or their designees. Written notice of the grievance shall be delivered to the chairperson of the Juvenile Board who shall notify the expelling ISD's superintendent within three business days of receipt and shall schedule a date and time for hearing the grievance, preferably within 10 business days of receiving the grievance. The decision of the grievance committee is final.

2.12. It is the intent of the parties that there be no material interruption (i.e., more than three (3) days) in the provision of educational services to expelled students under this MOU. Therefore, the expelling ISD shall direct and order, in writing, the student and parent to appear and enroll at the DCJJAEP at 8:00 a.m. on the first DCJJAEP school day following the student's expulsion and FAX a copy of this notice to the DCJJAEP. Any parent or guardian and child who are at the expulsion hearing shall sign the notice before it is transmitted to the DCJJAEP.

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

### **III. PAYMENT**

3.1. DAILY RATE -- The daily rate of eighty-nine and no/100's (\$89.00) dollars per student per day in attendance will be charged for each discretionary expulsion (i.e., Code §37.007(b), (c), or (f); §37.0081; §37.309) student enrolled in the DCJJAEP. The DCJJAEP shall charge and invoice the ISD's no later than the fifth (5th) day of each and every month that the MOU is in effect. Upon THE FIRST DAY OF THE MONTH FOLLOWING receipt of an invoice for educational and rehabilitative services provided to ISD students, the ISD will pay the invoiced amount to Denton County. Payments shall be delivered to the Denton County Juvenile Probation Department, 210 S. Woodrow Lane, Denton, Texas 76205. Because TJPC will pay for mandatory expulsions only if a full and complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense, to the extent State and Federal law allow, the expelling ISD shall use its best efforts to make, seek, or participate in the creation of a law enforcement offense report for mandatory expulsions which involve elements of a Tex. Penal Code offense. Notwithstanding anything set out herein, the ISD's shall not be charged, billed, or invoiced for students attending the DCJJAEP as a result of a mandatory expulsion if a complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense.

### **IV. SPECIAL SERVICES**

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

4.2. In an effort to foster cooperation between the Parties, the ISDs will invite a representative of the DCJJAEP to participate in any ISD's Admission, Review and Dismissal Committee ("ARD") meetings where expulsion would be considered or reviewing or modifying the program of a student in the DCJJAEP. The ISDs will be responsible for scheduling and sending notices of ARD meetings during the period of expulsion and for including DCJJAEP representatives at ARD meetings.

## V. GENERAL CONDITIONS

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

5.2. The day to day operation of the DCJJAEP will conform to the calendar for Lewisville ISD for the fall and spring semesters. The calendar for any summer session will be set within Texas Juvenile Probation Commission guidelines.

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

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

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

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

5.7. The ISDs will use best efforts to provide a conference area for the temporary and occasional use of Denton County Juvenile Probation officers at the ISD's AEPs and also receive juvenile probation services, which services do not include functioning as a disciplinarian or surrogate parent.

5.8. The Denton County DCJJAEP will receive a DCJJAEP student from another county when payment, enrollment, and probationary terms have been arranged

5.9. No later than the 30th day after the end of the school year, the Denton County Probation Department will present a program summary to the Denton County Independent School Districts.

5.10. This MOU can be modified only in writing by the Juvenile Board and the ISDs and at such a time as the parties may deem appropriate. Such modifications may be in response to a

change in law, a change in circumstances, or for any other reason. However, the ISD's administrators and the DCJJAEP administrators may agree on deviations for any requirement on a case by case basis.

5.11. If a dispute arises about this MOU, the parties agree to make a good faith effort to resolve the dispute amicably.

5.12. In accordance with Tex. Educ. Code § 37.011(l), the ISDs shall provide educational services to a student after expulsion for criminal activity and until an order of a court requiring the student to attend DCJJAEP unless the student is in a placement or the student becomes 18 years old. If a student is expelled for non-criminal behavior, not otherwise addressed herein, the school district shall provide educational services for the student.

5.13. In conformance with Tex. Educ. Code § 37.011(k)(5), the Juvenile Board will direct the Department to establish and provide services while the student attends the DCJJAEP for transitioning DCJJAEP students back to the school district. The transition plan shall include consultation between appropriate I.S.D. personnel and DCJJAEP personnel. To assist in the transition process the DCJJAEP may offer in-service training to I.S.D. staff.

5.14. In conformance with Tex. Educ. Code § 37.011(k)(8), if a student eligible for or receiving special education services required by law is expelled, the services provided or required to be provided by the school district shall accompany the student to the DCJJAEP and be provided by the school district at the DCJJAEP.

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

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

6.2. The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which youth will be eligible for expulsion from the school setting and placement in the DCJJAEP. Each ISD agrees to adopt, as part of its Student Code of Conduct, the following definitions of "serious" and "persistent" misbehavior that may result in expulsion from the school district's alternative education program under Tex. Educ. Code §37.007(c):

6.3. "Serious misbehavior" shall include, but not be limited to, the following offenses:

- A. Vandalism;
- B. Robbery or theft;
- C. Extortion, coercion, or blackmail;
- D. Aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities;
- E. Hazing;
- F. Insubordination;
- G. Profanity, vulgar language, or obscene gestures directed toward teachers or other school employees;
- H. Fighting, committing physical abuse, or threatening physical abuse;
- I. Possession or distribution of pornographic materials;

- J. Leaving school grounds without permission;
- K. Making or assisting in making threats, including threats against individuals and bomb threats;
- L. Sexual harassment of a student or District employee;
- M. Possession of or conspiring to possess any explosive or explosive device;
- N. Falsification of records, passes, or other school-related documents;
- O. Refusal to accept discipline management techniques proposed by the teacher or principal;
- P. Assault of a teacher or other individual.

6.4. “Persistent misbehavior” shall include, but not be limited to:

- A. Two or more violations of the Student Code of Conduct in general;
- B. Repeated (i.e., two or more) occurrences of the same violation; or
- C. Repeated (i.e., two or more) disruptions of the classroom/educational environment.

The notice of expulsion shall include the number of Student Code of Conduct violations.

6.5 A student may be subject to discretionary expulsion (Code §37.007(c) for “serious” misbehavior only if the student is already in a school district alternative education program, and engages in, or continues to engage in misbehavior. A student may be subject to discretionary expulsion for “persistent” misbehavior only if the student is already in a school district alternative education program, and engages in, or continues to engage in conduct constituting “persistent” misbehavior on two or more occasions.

6.6 The DCJJAEP will develop an independent student code of conduct. An expulsion for violation of the DCJJAEP student code of conduct shall be treated as a Child in Need of Supervision arrest but shall not result in a return to the student’s home campus.

## **VII. ATTENDANCE**

7.1. DCJJAEP shall adopt and implement a student attendance accounting system, whether manual or automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. Said system shall comply with the requirements of Chapter 42 of the Code and 19 TEX. ADMIN. CODE Chapter 129. DCJJAEP shall provide the ISD’s with copies of the attendance records and reports generated by DCJJAEP’s attendance accounting system.

7.2. To facilitate attendance, the ISDs shall select, individually, a probation officer or an officer of the juvenile court to be the attendance officer for the ISDs. The individual to be appointed shall be identified by the juvenile court judge. The attendance officer shall have and exercise all of the powers set forth in Chapter 25 of the Code.

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

8.1 Each ISD shall bear the sole and exclusive responsibility for all matters related to the assessment and provision of Bilingual Education and Special Language Programs under Chapter 29 of the Code.

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

### **IX. TRANSITION SERVICES**

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

9.2. DCJJAEP shall provide to the ISD's a summative evaluation of the performance of each ISD'S students served by the DCJJAEP on an annual basis. All parties shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

9.3. DCJJAEP shall make recommendation to the appropriate ISD liaison concerning the transition from the DCJJAEP to the school setting for each student. The transition plan shall be completed prior to the student's completion of the JJAEP placement.

9.4. The DCJJAEP shall provide, at its sole expense, the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation: (1) case management services, (2) court liaison services, and (3) community supervision services. The specific parameters of such services shall be established between the DCJB and each ISD.

9.5. Each ISD agrees to review and consider utilizing the "Boys Town Behavior Model" in their AEPs.

### **X. DCJJAEP FACILITIES AND STAFFING**

10.1. Facilities and staffing for the DCJJAEP shall be the sole responsibility of the DCJB and may be provided by the DCJB under separate agreement with a third-party provider on terms consistent with this Agreement.

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

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

11.2. The parties hereto agree to execute all agreements and statements necessary to effectuate this clause, including, but not limited to, those found in the FAMILY EDUCATIONAL RIGHTS

AND PRIVACY ACT ("FERPA").

**XII. TRANSFERS**

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

**XIII. MISCELLANEOUS**

13.1 SEVERABILITY. In case any one or more of the provisions, articles, sections, etc., contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, article, section, etc., hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

Approved by the Denton County Juvenile Board on the 20<sup>th</sup> day of August, 2010.

\_\_\_\_\_  
Darlene Whitten  
Chairman - Juvenile Board

Approved by the Lake Dallas ISD Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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

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Lake Dallas ISD

10-11 School Health Advisory Council (SHAC) Members.

Eric Rosar, P.E. Teacher	<a href="mailto:erosar@ldisd.net">erosar@ldisd.net</a>
* Deon Quisenberry, Principal	<a href="mailto:dquisenberry@ldisd.net">dquisenberry@ldisd.net</a>
* June Gajewski, Counselor	<a href="mailto:jgajewski@ldisd.net">jgajewski@ldisd.net</a>
Charlotte Hicks, Child Nutritionist	<a href="mailto:chicks@ldisd.net">chicks@ldisd.net</a>
Sam Blunk, Board of Trustees	<a href="mailto:sblunk@ldisd.net">sblunk@ldisd.net</a>
Lynne Groves, Nurse	<a href="mailto:lgroves@ldisd.net">lgroves@ldisd.net</a>
* Donna Kulle, Nurse	<a href="mailto:dkulle@ldisd.net">dkulle@ldisd.net</a>
* Ruth Bowen, Nurse	<a href="mailto:rbowen@ldisd.net">rbowen@ldisd.net</a>
Lana Carathers, Nurse	<a href="mailto:lcarathers@ldisd.net">lcarathers@ldisd.net</a>
Jo Shoemake, Nurse	<a href="mailto:jshoemake@ldisd.net">jshoemake@ldisd.net</a>
Paul Ruggierre, Parent	<a href="mailto:prugg@charter.net">prugg@charter.net</a>
Jay Simpson, Parent	<a href="mailto:jkeh@charter.net">jkeh@charter.net</a>
* Grace Forehand, Parent	<a href="mailto:gracephotostudio@yahoo.com">gracephotostudio@yahoo.com</a>
Peter Graves, Parent	<a href="mailto:peter1@charter.net">peter1@charter.net</a>
Jill Stover, Parent	<a href="mailto:j3stover@yahoo.com">j3stover@yahoo.com</a>
Priscilla Vinson, Parent	<a href="mailto:Priscilla.vinson@gmail.com">Priscilla.vinson@gmail.com</a>
Kim Morganthaler, Parent	<a href="mailto:kmorganthaler@centurytel.net">kmorganthaler@centurytel.net</a>
Lavana Alberts, Parent	<a href="mailto:lovanaalberts@aol.com">lovanaalberts@aol.com</a>
Venessa Augustin, Parent	<a href="mailto:emadae23@optonline.net">emadae23@optonline.net</a>
Kathy Hieb, Parent	<a href="mailto:Kathy.hieb@gmail.com">Kathy.hieb@gmail.com</a>
Marvlous Gowans, Parent	<a href="mailto:six55555marv@lycos.com">six55555marv@lycos.com</a>

21 - Total Members

11 - Parents (majority)

\* - Appointed by BOT

# **ACTION/DISCUSSION ITEMS**

## **Consideration/Approval of Changes in (LOCAL) Policy**

### **Presented for:**

Board Action  \_\_\_\_\_ Report/Review Only \_\_\_\_\_

### **Supporting documents:**

None \_\_\_\_\_ Attached \_\_\_\_\_ Provided Later \_\_\_\_\_

### **Contact Person:**

Marci Malcom  
Assistant Superintendent of Curriculum/Instruction  
940-497-4039  
[mmalcom@ldisd.net](mailto:mmalcom@ldisd.net)

### **Background Information:**

TASB Policy Service performs a yearly update to legal policy and makes recommendations on corresponding local policies. Update 88 addresses changes from the administrative code in response to the 81<sup>st</sup> Legislative Session. Major topics affected by the rule changes include: textbooks, district awards for teacher excellence, Family Medical Leave for military service of relatives of district employees, performance appraisals, student physical education, curriculum, automatic admission, assessments, retention and promotion limited English proficient students and compulsory attendance.

The (LOCAL) policy recommendations in this update ensure that they reflect the practices of the district and intentions of the board. We have reviewed the TASB (LOCAL) policy suggested updates and have found them to be consistent with the practices at LDISD with the following changes:

Changes adopted in August regarding EIC (LOCAL) have been added to EIC (Legal). Therefore, we need to change EIC (LOCAL) by removing the text that is now included in legal policy and add verbiage to EIC (LOCAL) clarifying when Lake Dallas High School will run the GPA for class rank that will determine the top 10 and 25 percent in each class.

The policy states that the GPA must be calculated no earlier than the end of the 11<sup>th</sup> grade year, but prior to college application deadlines. Based on those restrictions, we are choosing to calculate GPA at the end of the first six weeks of the 12<sup>th</sup> grade year. This gives students the opportunity to take dual credit summer school courses and get their grades submitted before the GPA calculation, but also in time to have transcripts ready for fall college application deadlines.

The top ten percent category in EIC (LOCAL) policy will read as follows:

All students whose grade point averages make up the top ten percent of the graduating class and qualify for automatic admission under Education Code 51.803 shall be recognized. Eligibility standards required for the local procedure for determining valedictorian and salutatorian (or other local honor positions) shall not apply to the procedure for determining the top ten percent. ~~The GPA shall be reported on the student's transcript and made available in accordance with the application deadline for the college or university when requested by the student.~~ [See EIC(LEGAL)]

Replace with:

The GPA for the top ten percent for a class will be calculated at the end of the first six weeks of the Senior (12<sup>th</sup>) year. The GPA and class rank shall be reported on the student's transcript and made available in accordance with the application deadline for the college or university when requested by the student. [See EIC (LEGAL)]

The Board will vote for Consideration/Approval of Localized Board Policy Update 88, affecting the following (LOCAL) policies:

- CQ(LOCAL): Electronic Communication and Data Management - *This policy pertains to notification methods in the event of a breach of security involving sensitive personal information. This policy change allows Security Breach Notification to be made through several methods: written notice, e-mail, posting on the district's Web site, or through broadcast media.*
- DH(LOCAL): Employee Standards of Conduct - *This policy pertains to employees' personal use of electronic media, which was discussed at last month's board meeting.*
- EIC(LOCAL): Academic Achievement Class Ranking – *This policy pertains to the changes in the timing and notification procedures for calculating GPA to determine the top 10% and 25% for the purposes of automatic admission to state universities.*
- EIE(LOCAL): Academic Achievement – Retention and Promotion – *This policy pertains to new provisions requiring districts to implement grade placement requirements, a change in the timing of notification to parents, and eligibility for consideration for grade placement.*

**Fiscal Implications:**

N/A

**Administrative Recommendation:**

“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service with the above changes to EIC (LOCAL).”

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# Vantage Points

A Board Member's Guide to Update 88

**Vantage Points** is an executive summary, prepared specifically for board members, of the TASB Localized Update. The topic-by-topic outline and the thumbnail descriptions focus attention on key issues to assist local officials in understanding changes found in the policies. The description of policy changes in **Vantage Points** is highly summarized and should not substitute for careful attention to the significantly more detailed, district-specific Explanatory Notes and the policies within the localized update packet.

PLEASE NOTE: This Update 88 **Vantage Points** and the Localized Update 88 packet may not be considered as legal advice and are not intended as a substitute for the advice of a board's own legal counsel.

We welcome your comments or suggestions for improving **Vantage Points**. Please write to us at TASB Policy Service, P.O. Box 400, Austin, TX 78767-0400, e-mail us at [policy.service@tasb.org](mailto:policy.service@tasb.org), or call us at 800-580-7529 or 512-467-0222.

For further information about Policy Service, check out our Web site at <http://www.tasb.org/services/policy>.

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Much of Update 88 incorporates rule changes from the Administrative Code, with topics including curriculum requirements, student assessments, retention and promotion, district awards for teacher excellence, and performance appraisals. Changes not originating from Administrative Code revisions include local policy text addressing employee use of electronic media and notification requirements in the event of a security breach of electronic data.

**Electronic  
Communication**

**Data  
Management**

At CQ(LEGAL), we have added details regarding the district's obligations to notify affected persons in the event of a breach of system security affecting sensitive personal information. The persons that a district must notify in such circumstances and the timelines that a district must comply with vary depending on whether the district owns or only maintains the data, as provided by the Business and Commerce Code.

***CQ(LOCAL) POLICY CONSIDERATIONS:***

Although a district must comply with the legal provisions governing to whom it must give notice and the timing of the notice, the district may establish its own policy addressing notification *methods* in the event of a breach of system security as long as the policy follows the disclosure and timing requirements found in the Business and Commerce Code.

While the district is not required to adopt a policy addressing notification methods to be used in the event of a breach of security, the recommended provisions included in this local policy simplify the Business and Commerce Code requirements and allow for notification to be made through written notice, e-mail, posting on the district's Web site, or through broadcast media. A district that chooses not to adopt local policy provisions would be required to comply with the more detailed notification procedures found in the Business and Commerce Code.

**Electronic Media**

***DH(LOCAL) POLICY CONSIDERATIONS:***

At this code on employee standards of conduct, we have added recommended text on employee use of electronic media. The enclosed policy broadly defines electronic media to include all forms of social media, such as text or instant messaging, e-mail, blogs, chat rooms, video-sharing sites, and posting editorial comments on Web sites, as well as all forms of telecommunication, such as landlines, cell phones, and Web-based applications.

The policy allows for limited communications with students. In accordance with administrative regulations, a certified or licensed employee, or any other

employee with specific approval, may communicate with currently enrolled students through electronic media about matters within the scope of the employee's professional responsibilities, such as communications about an assignment or project. All other employees are prohibited from communicating with students using electronic media. Detailed provisions included in TASB HR Services' *Model Employee Handbook*, which may serve as the district's administrative regulations, address exceptions for family and social relationships and the circumstances under which an employee may use text messaging to communicate with students. The policy also includes a reminder about complying with the district's record retention policies.

In addition, the policy provides that the district's professional standards of conduct apply to an employee's personal use of electronic media. If such use violates law or district policy or interferes with the employee's ability to effectively perform his or her job duties, the employee may be subject to disciplinary action. Detailed provisions on personal use of electronic media are also included in the *Model Employee Handbook*.

**Instruction**

**Required  
Instruction**

At EHAA(LEGAL), we have incorporated amended Administrative Code rules on curriculum requirements, which state that a physical education course must now offer students an opportunity to choose among many types of physical activity, offer both cooperative and competitive games, and be an enjoyable experience for students. On a weekly basis, at least half of a physical education class must be dedicated to moderate or vigorous physical activity.

Changes at EHAC(LEGAL) are the result of revised Administrative Code rules addressing curriculum and reflect new provisions on flexible learning arrangements for students in grades 6–8, information regarding new fine arts requirements for students entering grade 6 in the 2010–11 school year, the change in Foundations of Personal Fitness from a required course for grades 9–12 to an optional one, and revisions to the list of career and technical education career clusters. In addition, details have been added regarding the alcohol awareness program now required as part of any health education course.

**Career and  
Technical  
Education**

At EHBF(LEGAL), we have added a list of career and technical student organizations recognized by the U.S. Department of Education and TEA. We have also revised the policy title from "Career and Technology Education" to "Career and *Technical* Education" to reflect new terminology in federal law and in the Administrative Code. The list of enrichment curriculum subjects at EHAA(LEGAL) has been similarly modified to reflect this new terminology.

**Optional Flexible School Day Program** We have added existing Administrative Code provisions at EHBC(LEGAL) to clarify that a student enrolled in an optional flexible school day program (OFSDP) may participate in a UIL activity only if the student meets all UIL eligibility criteria, and each district must conduct an annual performance review of student performance under the OFSDP.

**High School Equivalency Program** At EHL(LEGAL), amended Administrative Code rules on high school equivalency reflect that a student may now attend a maximum of ten hours of instruction per day in a high school equivalency program (HSEP), an increase from the previous limit of six hours, and that a student who first enters grade 9 during or after the 2011–12 school year must take certain end-of-course exams before entering an HSEP. We have also added an existing Administrative Code provision prohibiting a student enrolled in an HSEP from participating in a UIL activity.

**Automatic Admissions** New Administrative Code provisions concerning automatic admission to an institution of higher education have been incorporated at EIC(LEGAL):

- The policy now includes information on admission of students in the top 25 percent of their high school class to certain universities.
- In addition to existing requirements for admission, by the end of the student’s junior year, a student must now submit an official transcript or diploma that indicates whether the student has satisfied the requirements regarding successful completion of the Recommended or Advanced/Distinguished Achievement graduation program.
- In providing information about automatic admission to junior and senior students, districts must now obtain written acknowledgment of the notification from the student and student’s parent.
- Automatic admissions decisions must be based on the most recent available class rank, which cannot be earlier than the end of grade 11.

**Retention and Promotion** Major revisions to Administrative Code rules addressing retention and promotion prompted substantial changes at EIE(LEGAL) to address notification of grade advancement requirements, promotion standards, clarification of which students are subject to grade advancement, details on accelerated instruction, grade placement committee procedures, and exceptions to grade advancement testing.

***EIE(LOCAL) POLICY CONSIDERATIONS:***

For consistency with the changes made at EIE(LEGAL), recommended changes to this local policy text address the requirement that any student in grades 3–8 who fails to demonstrate proficiency on a state-mandated assessment receive accelerated instruction, while students in grades 5 and 8 are also subject to grade advancement testing requirements, previously referred to in the Administrative Code as the “student success initiative.” The standards for promotion upon appeal previously listed in the policy are recommended for deletion, as they no longer appear in the Administrative Code. The grade placement committee must consider the standards listed in EIE(LEGAL) and additional standards, if any, adopted by the board.

In addition, we have made a recommended revision to indicate that a “parent,” for purposes of decisions related to grade advancement requirements, may include a person designated by an authorization agreement to have responsibility for a student in all school-related matters.

**Assessments**

Provisions throughout EKBA(LEGAL) regarding assessment of limited English proficient (LEP) students reflect significant changes to the Administrative Code made as a result of House Bill 3, passed during the 81<sup>st</sup> Texas Legislative Session. Changes include new documentation requirements for the language proficiency assessment committee (LPAC); a new provision allowing postponement of the exit-level assessment during an LEP student’s first 12 months of enrollment in a U.S. school; provisions on excluding asylee and refugee test results from the district’s accreditation and performance ratings; new documentation requirements on testing and exemptions of LEP students in special education; and a new provision that subjects LEP students to grade advancement requirements, unless they are otherwise eligible for an exemption or exclusion.

We have added at EKB(LEGAL) new Administrative Code provisions regarding the implementation schedule for end-of-course assessments.

**Juvenile Residential Facilities**

A new policy at EEM(LEGAL) provides an overview of instructional services for students in juvenile residential facilities. A district is obligated to provide educational services to these students because of their status as district residents if educational services are not otherwise being provided.

**Employees**

We have incorporated at DEA(LEGAL) existing law regarding breaks for non-exempt employees and have added new provisions requiring districts to provide nonexempt employees breaks for breastfeeding. Districts are not required to pay a nonexempt employee for a breastfeeding break, and districts with fewer than 50 employees are exempt from the provision.

**Fair Labor Standards Act**

**Awards and Grants**

New Administrative Code rules prompted changes at DEAA(LEGAL) regarding the District Awards for Teacher Excellence (DATE) program. The policy now specifies that principals are eligible for DATE awards, includes additional information on exclusions from the awards, and clarifies that the district planning committee, not the board, makes exceptions to minimum award amounts.

New Administrative Code rules also prompted revisions at this policy regarding master teacher grant programs. Grant funds for certified master teachers may now be used to pay a stipend to a master teacher whose primary duties are to teach reading, mathematics, technology, or science.

**Family and Medical Leave**

The National Defense Authorization Act for Fiscal Year 2010 expands employee leave benefits for a qualifying exigency arising from a relative’s military service. Previously this type of leave was available only if the relative was serving in the reserves. Now it is available if the relative is on “covered active duty.” This change is reflected at DECA(LEGAL), where we have also added citations to the definitions of relevant terms for ease of use.

**Work Load**

At DL(LEGAL), we have added two existing statutory provisions regarding lunchtime duties for classroom teachers and librarians. Implementation of the required 30-minute duty-free lunch period may not result in a lengthened school day, and a teacher or librarian may not be required to supervise students during lunch for more than one day per week.

**Staff Development**

In changes reflected at DMA(LEGAL), Senate Bill 451, passed by the 81<sup>st</sup> Texas Legislature, requires the district to provide certain educators who work primarily outside the area of special education with staff development relating to instruction of students receiving special education services. We have also incorporated at this policy existing statutory provisions requiring teachers of elective Bible courses to complete Commissioner-developed training and requiring certain middle school teachers to attend a reading academy if their campus fails to meet performance standards on the state reading assessment instrument.

Revised Administrative Code rules have been incorporated to provide that an athletic trainer who has completed the educational and continuing education

requirements for licensure does not have to complete extracurricular safety training.

**Performance Appraisals**

At DNA(LEGAL), we have deleted several detailed provisions addressed in TEA's *Professional Development System and Appraisal Teacher Manual* and have incorporated changes from amended Administrative Code rules:

- A district must submit to its regional ESC a summary of the evaluation scoring from each campus in the district, in addition to the district's choice of appraisal system.
- A district must provide each teacher with an annual review of the district's teacher appraisal policy and of Administrative Code provisions addressing teacher appraisal.
- A campus administrator who is a certified PDAS appraiser must conduct an appraisal, not necessarily "the teacher's supervisor."

Existing Administrative Code rules have also been added addressing development of an intervention plan for a teacher identified as a "teacher in need of assistance."

**Students**

**Admissions**

We have revised the text at FD(LEGAL) to better match the holding of the U.S. Supreme Court case *Plyler v. Doe* that denying enrollment "based upon immigration status" to children who are not legally admitted into the U.S. violates the Equal Protection Clause. We have also added a link to the authorization agreement form issued by the Texas Department of Family and Protective Services, which parents may use to authorize nonparent relatives to make decisions and perform certain acts in regard to their child.

**Attendance**

Revisions at FEA(LEGAL) and FEB(LEGAL) reflect Administrative Code changes addressing allowable travel for certain excused absences. A student who is absent to complete paperwork regarding citizenship proceedings, to participate in a naturalization oath ceremony, or to serve as an election clerk is allowed one day of excused absence for traveling to the site and one day of excused absence for traveling from the site.

Also reflected at FEB(LEGAL), Administrative Code changes now require a student to be enrolled for at least two hours "of instruction" to be considered in attendance for one-half day, and for at least four hours "of instruction" to be considered in attendance for one full day.

**Communicable Diseases**

In accordance with revised Administrative Code rules, a local school authority, defined as the superintendent or superintendent’s designee, must report a child who is attending school and is suspected, based on medical evidence, of having a sexually transmitted disease or who is an HIV-exposed infant. This change is reflected at FFAD(LEGAL).

At that same code, we have added existing Administrative Code rules providing that, for purposes of readmittance, an advanced nurse practitioner or physician assistant may make a certification of a student’s health. We have also added a link to the DSHS Communicable Disease Chart for Schools and Child-Care Centers.

**DAEP**

At FOC(LEGAL), we have added an existing Education Code provision that requires a board or educator to recommend DAEP placement for a student who commits the misdemeanor offense of being a member of, pledging to become a member of, or soliciting another person to join a public school fraternity, sorority, secret society, or gang.

**Public Information**

At GBA(LEGAL), we have incorporated a provision from HB 3544, from the 81<sup>st</sup> Texas Legislature, which creates an exception to the rule that e-mail addresses used by members of the public to communicate with the district are confidential. The exception allows that an e-mail address provided to the district for the purpose of receiving decisions from the district or to comment on or receive notices related to an application for a license is not confidential.

We have revised GBAA(LEGAL) to include additional information from several relevant attorney general opinions addressing a district’s response to a request for public information when either:

- the district has previously requested and received a determination from the attorney general concerning exactly the same information, or
- the requested information falls within a *category* of information about which the attorney general has issued a previous determination.

**Colleges and Universities**

GNC(LEGAL) has been reorganized and expanded to consolidate into one policy the relevant statutory text addressing various relationships with colleges and universities.

**District Operations**

Changes relating to the business and operations of the district include the following:

- At CCG(LEGAL), a cite to a new Administrative Code provision addresses the duration of a tax exemption for a homestead that has

been rendered uninhabitable or unusable. We have also added an existing Tax Code provision that allows the board to designate an area that is entirely within the territory of the school district as a reinvestment zone in certain circumstances.

- In *United States v. Texas* (2010), the Fifth Circuit Court of Appeals held that some districts are now exempt from Civil Order 5281, which requires certain districts to notify the Commissioner when real property is sold, leased, or otherwise conveyed. This ruling is reflected at CDB(LEGAL).
- At CFA(LEGAL), amendments to the Administrative Code prompted changes to the public hearing and notice requirements for the annual financial management report.
- New Administrative Code provisions regarding instructional materials resulted in changes at CMD(LEGAL), as follows:
  - The district will be responsible for the amount that exceeds the reduced state maximum cost set by SBOE for nonconforming instructional materials.
  - Several changes have been incorporated regarding the district's required certification to the SBOE.
  - A district is only eligible for a textbook credit in the first year of implementation.
  - The district must provide notification to TEA of how the district used the textbook credit.
- Based on recent amendments to Administrative Code provisions, we have revised the text on reporting leaks of LP-gas systems at CS(LEGAL). If an employee of a school district performs the initial test, the rules prohibit a school employee from performing the subsequent test.

**More  
Information**

For further information on these policy changes, refer to the policy-by-policy Explanatory Notes—customized for each district's policies—and the policies themselves, found in your district's localized update packet.

## **ACTION/DISCUSSION ITEMS**

Review/Approve Resolution #2010-11 -01 that allows the Denton County Sheriff's Department to resell property at a public venue as provided under Texas Property Tax Code 34.05(c).

### **Supporting documents:**

None \_\_\_\_\_ Attached  X  Provided Later \_\_\_\_\_

### **Contact Person:**

Wes Eversole  
Deputy Superintendent/CFO  
[weversole@ldisd.net](mailto:weversole@ldisd.net)  
940-497-4039

### **Background Information:**

Mark Burroughs, our Tax Attorney, and Denton County have recommended that the District allow the Denton County Sheriff's Department to resell property located on 617 Main Street. This property is described as A0924A MEP& PRR, TR83,.13 ACRES, OLD DECD TR#19A(1), ACCOUNT # 61927DEN and A0924A MEP& PRR, TR82,.08 ACRES, OLD DECD TR#19A(2), ACCOUNT # 62102DEN.

The property has not produced a sufficient bid to satisfy the outstanding taxes and associated fees. This approval would allow the Sheriff to accept less than the outstanding taxes and fees. It would also place the property back on the tax role.

### **Recommendation**

Approve Resolution #2010-11 -01

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For:

Against:

**RESOLUTION 2010-11-01**

WHEREAS, by Sheriff's Deed signed March 3, 2010 the Denton County Sheriff's Department did convey the property to be described herein by Sheriff's Deed to the Lake Dallas Independent School District at a Sheriff's Sale conducted pursuant to a Judgment and Order of Sale for delinquent ad valorem property taxes, Cause No. **2008-0312-393**, such property to be held in trust by the Lake Dallas Independent School District for itself and all other taxing units participating in said Judgment for reason that no sufficient bid was received as required under §34.01(j) & (k) of the Texas Property Tax Code; and

WHEREAS The Lake Dallas Independent School District has the authority to direct the Denton County Sheriff's Department to resell the subject property at public auction for any price deemed sufficient by the officer conducting the sale, pursuant to authority under §34.05(c), Texas Property Tax Code, which property is described to wit:

**A0924A MEP & PRR, TR 83, .13 ACRES, OLD DCAD TR #19A(1)**  
**ACCOUNT NO. 61927DEN**  
**FORMERLY OWNED BY Connie L. May**

**A0924A MEP & PRR, TR 82, .08 ACRES, OLD DCAD TR #19A(2)**  
**ACCOUNT NO. 62102DEN**  
**FORMERLY OWNED BY Connie L. May**

THEREFORE, BE IT RESOLVED that the Board of Trustees of Lake Dallas Independent School District hereby requests and directs the Denton County Sheriff's Department to resell the above-referenced property at public venue as provided under Texas Property Tax Code §34.05(c).

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

\_\_\_\_\_

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

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

## **ACTION/DISCUSSION ITEMS**

Review/Approve Resolution #2010-11-02 that approves the transfer of interest in land located on Parkridge Drive.

### **Supporting documents:**

None \_\_\_\_\_

Attached   X  

Provided Later \_\_\_\_\_

### **Contact Person:**

Wes Eversole  
Deputy Superintendent/CFO  
[weversole@ldisd.net](mailto:weversole@ldisd.net)  
940-497-4039

### **Background Information:**

A resolution is required to approve the transfer of land located on Parkridge Drive. Included are the associated deed and easement information. In addition, a tree demolition and replacement plan is included.

### **Recommendation**

Approve Resolution #2010-11-02

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For:

Against:

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
RESOLUTION 2010-11-2**

WHEREAS, Section 791.001 of the Texas Government Code allows Lake Dallas Independent School District (LDISD), a political subdivision of the State of Texas and the city of Corinth (City), a Texas Municipal Corporation and a political subdivision of the State of Texas are both authorized by the above cited law to enter into such agreement,

WHEREAS, LDISD proposed to transfer to City a right of use and interest in lands as stated in attached Documents 1 and 2. City has agreed to tree demolition and mitigation. Attached Document 3 depicts the trees to be removed. A one for one replacement of the trees to be removed has been agreed on for the purpose of mitigation. Each tree removed from the property of Lake Dallas Independent School District will be replaced we with a three inch (3") caliper tree,

WHEREAS, LDISD has complied with all state and federal laws insofar as submission to the Texas Commissioner of education Pursuant to United States v. Texas Civil Action 5281 attesting to the nonracially discriminatory motive for the transfer to a fellow governmental unit of Denton County, Texas serving the community jointly with LDISD,

IT IS HEREBY RESOLVED by the Trustees of the Lake Dallas Independent School District the agreement presented in the Interlocal Agreement between the City of Corinth and the Lake Dallas Independent School District related to the transfer of certain property as described is approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
Board of Trustees

\_\_\_\_\_  
Secretary  
Board of Trustees

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

**CITY OF CORINTH  
SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DENTON

THAT, LAKE DALLAS INDEPENDENT SCHOOL DISTRICT ("Grantor"), a political subdivision of the State of Texas acting by and through the undersigned, its duly authorized representative, for and in consideration of ONE DOLLAR, and other good and valuable consideration paid by the City of Corinth ("Grantee"), a municipal corporation of Denton County, Texas, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and convey to Grantee, its successors and assigns, **FEE SIMPLE TITLE TO** that certain tract or parcel of land in Denton County, Texas, being described as follows (the "Property"):

EXHIBITS "A" and "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property and premises unto the Grantee, and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

This conveyance is made and accepted subject to the reservation listed below and any encumbrances or other matter of record, which are incorporated herein by reference, to the extent they validly exist as of the date hereof and affect the Property.

Grantor has made no representation or warranty, express or implied, upon which Grantee has relied, as to the condition of the Property, the fitness of the Property for any intended use or purpose, the existence of any hazardous or toxic materials in or on, under or about the Property or any other environmental condition of the Property, the availability of utilities or other services to the Property, the workmanship or materials used in any improvements on the Property, or the present or future income that may be generated from the Property, except for the warranty of title set forth in this deed. Grantee acknowledges that it is relying solely upon its investigation and examination of the Property and is satisfied with the condition hereof, and agrees that the Property is being conveyed to Grantee "**AS IS**" and "**WITH ALL FAULTS**", with any and all latent and patent defects, except for the warranty of title set forth in this deed.

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor reserves all rights to the oil, gas, sulphur, and any and all minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same without express, prior, written consent of the then owner(s) of said land.

**SAVE AND EXCEPT, HOWEVER**, the further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

(a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

These restrictions and conditions shall be binding upon grantees, lessee, etc., name of grantee, lessee, etc., his heirs, personal representatives and assigns or its successors and assigns, as the case may be, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the

grantor herein and its successors, this instrument shall be null and void, and grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

WITNESS MY HAND, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Signature

Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

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

Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared \_\_\_\_\_, Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Commission Expires: \_\_\_\_\_

**CORINTH PARCEL NO.6**

**PARCEL 6  
EXHIBIT A  
LEGAL DESCRIPTION  
PERMANENT RIGHT OF WAY DEDICATION**

BEING A 0.0723 ACRE TRACT OF LAND SITUATED IN THE E. MARSH SURVEY, ABSTRACT NO. 833, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LAKE DALLAS ISD AS RECORDED IN DOCUMENT NUMBER 2001-041882 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS. SAID 0.0723 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a PK Nail found for the northeast corner of said Lake Dallas ISD tract, the southeast corner of that certain tract of land described in deed to John B. Arnold as recorded in Document Number 2006-034327 of said Real Property Records and lying in the approximate centerline of Parkridge Drive, a variable width right-of-way and being the northeast corner hereof, from which a PK Nail found for an angle point in the east line of said Arnold tract bears N 17° 03' 33" W a distance of 146.92 feet;

**THENCE** S 18° 16' 09" E (Record S 16° 04' 53" E), along said centerline and the east line of said Lake Dallas ISD tract, a distance of 163.15 (162.54) feet, to a PK Nail found for the southeast corner hereof also being the northeast corner of that certain tract of land described in deed to Dwaine and Margarita Rowe as recorded in Document Number 2000-51476 of said Real Property Records;

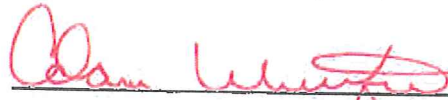
**THENCE** S 83° 12' 34" W, along the common line of said Lake Dallas ISD and Rowe tracts a distance of 20.01 feet, to a 1 inch iron pipe found for the southwest corner hereof, from which a 1/2 inch capped iron rod found bears S 83° 12' 34" W (S 84° 56' 20" E) a distance of 276.74 feet;

**THENCE** N 17° 43' 11" W, leaving said common line over and across said Lake Dallas tract a distance of 93.81 feet, to a 5/8 inch capped iron rod set and stamped "TNP" for an angle point hereof;

**THENCE** N 19° 33' 19" W, continuing over and across said Lake Dallas tract a distance of 69.61 feet, to an "X" cut set in a concrete footing for a fence at the northwest corner hereof and lying in the common line of said Lake Dallas ISD and Arnold tract, from which a 3 inch steel corner fence post bears S 83° 31' 23" W a distance of 662.40 feet, for the northwest corner of said Lake Dallas ISD tract, and the southwest corner of said Arnold tract;

**THENCE** N 83° 31' 23" E, along the common line between said Lake Dallas ISD tract, and said Arnold tract a distance of 20.71 feet, the **POINT OF BEGINNING**, and containing 0.0723 acres of land more or less.

Bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202 (NAD83).



**Adam Whitfield**  
Registered Professional Land Surveyor  
Texas Registration Number 5786

07. 09. 10  
Date: July 9, 2010



# EXHIBIT B

TRACT I  
CALLED 3.759 AC  
SAVE & EXCEPT 0.177 AC  
JOHN B. ARNOLD  
DOC NO. 2006-34327  
R.P.R.D.C.T.

CALLLED 3.849 ACRES  
LAKE DALLAS ISD  
DOC NO. 2001-041882  
R.P.R.D.C.T.

CALLLED 5.590 ACRES  
DWAINE A. & MARGARITA V. ROWE  
HUSBAND AND WIFE  
DOC NO. 2000-051476  
R.P.R.D.C.T.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S18°16'09"E	163.15'
L2	S83°12'34"W	20.01'
L3	N17°43'11"W	93.81'
L4	N19°33'19"W	69.61'
L5	N83°31'23"E	20.71'

R.O.W. ACQUISITION  
PRESCRIPTIVE ROW - 2,972 SF  
EXPANDED ROW - 178 SF  
TOTAL ROW - 3,150 SF

LOT 1 BLOCK 1  
FINAL PLAT OF  
LAKE DALLAS ISD SCHOOL ADDITION  
CABINET N, PAGE 291  
P.R.D.C.T.

LEGEND	
●	5/8" IRS STAMPED TNP
●	MONUMENT FOUND
○	IRON ROD FOUND
[ ]	RECORD INFORMATION
—	PROPERTY LINE
- - -	ADJACENT PROPERTY LINE
- - -	EASEMENT LINE

3" STEEL  
CORNER POST

[S84°37'29"W-686.24']  
S83°31'23"W-683.11'

Set "X" Cut

20' GENERAL UTILITY EASEMENT  
1994-082435  
R.P.R.D.C.T.

POINT OF BEGINNING

PARKRIDGE DR. (W)  
VARIABLE WIDTH ROW

2,972 SQ. FT.

178 SQ. FT.

1" PIPE FOUND

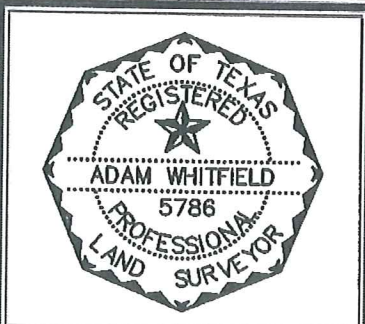
S17°09'52"E-25.29'  
[S15°26'29"E-25.21']



SCALE 1" = 50'

NOTES:  
1. Bearings are based on the Texas State Plane  
Coordinate System, North Central Zone 4202 (NAD83).

*Adam Whitfield*  
Adam Whitfield, R.P.L.S.  
07-09-10  
Date: July 09, 2010



**PARCEL 6**  
**0.0723 Acre**  
**Permanent**  
**Right-of-Way**  
**Dedication**  
Situated in E. Marsh Survey  
Abstract No. 833  
City of Corinth  
Denton County, Texas

**MP INC.**  
**TEAGUE NALL AND PERKINS**  
ENGINEERS ♦ SURVEYORS ♦ CONSULTANTS  
Responsive Service. Reliable Results.

JOB NO. CRN08199  
288 W. Hickory Street, Suite 100  
Denton Texas 76201  
Phone: (940) 988-4177 • Fax: (940) 988-8028  
[www.tnp-online.com](http://www.tnp-online.com)

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**CITY OF CORINTH  
PERMANENT DRAINAGE AND ACCESS EASEMENT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DENTON

THAT, LAKE DALLAS INDEPENDENT SCHOOL DISTRICT ("Grantor"), a political subdivision of the State of Texas acting by and through the undersigned, its duly authorized representative, for and in consideration of ONE DOLLAR, and other good and valuable consideration paid by the City of Corinth ("Grantee"), a municipal corporation of Denton County, Texas, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain and convey to Grantee, its successors and assigns, a non-exclusive permanent drainage easement and the right to construct, reconstruct and perpetually maintain drainage facilities in good condition and repair, together with all necessary appurtenances thereto, at Grantee's sole cost and expense, and with the right and privilege at any and all reasonable times and upon reasonable notice to Grantor, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing and maintaining said drainage facilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Denton County, Texas, being described as follows:

EXHIBITS "A" and "B", attached hereto and made a part hereof.

Grantor may not grant other rights and easements across, over or under the easement granted herein which interfere with the use of the easement by Grantee for the purpose set forth herein.

TO HAVE AND TO HOLD that said conveyed property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the said conveyed property and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Signature

Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

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

Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared \_\_\_\_\_, Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Commission Expires: \_\_\_\_\_

CORINTH PARCEL NO.9

**PARCEL 9  
EXHIBIT A  
LEGAL DESCRIPTION  
PERMANENT ACCESS EASEMENT**

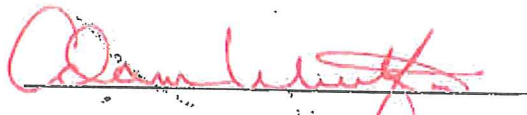
BEING A 0.0024 ACRE TRACT OF LAND SITUATED IN THE E. MARSH SURVEY, ABSTRACT NO. 833, DENTON COUNTY, TEXAS AND BEING A PORTION LOT 1, BLOCK 1, OF THE FINAL PLAT OF LAKE DALLAS ISD SCHOOL ADDITION AS RECORDED IN CABINET N, PAGE 291 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS. SAID 0.0024 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an "x" cut found at the northwest corner of said Lot 1, in the south line of Meadowview Drive, a 60 foot right-of-way, and the east line of Parkridge Drive, a variable width right-of-way;

**THENCE** N 89° 51' 43" E (Record N 87° 17' 00" E), along the south line of said Meadowview drive and the north line of said Lot 1, a distance of 15.00 feet, to a point for corner, from which a 3 inch aluminum disk set in concrete was found and bears N 89° 51' 43" E a distance of 360.67 feet;

**THENCE** S 34° 44' 54" W, over and across said Lot 1 and leaving the south line of said Meadowview Drive a distance of 17.16 feet, to a point lying in the west line of said Lot 1 and the east line of said Parkridge Drive, from which a 3 inch aluminum disk in concrete was found and bears S 20° 21' 02" E a distance of 954.35 feet;

**THENCE** N 20° 21' 02" W, along the west line of said Lot 1 and the east line of said Parkridge Drive a distance of 15.00 feet, to the **POINT OF BEGINNING**, and containing 0.0024 acres of land more or less.



**Adam Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786**

07-09-10

**Date: July 9, 2010**



**EXHIBIT B**

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°51'43"E	15.00'
L2	S34°44'54"W	17.16'
L3	N20°21'02"W	15.00'

LEGEND	
●	5/8" IRS STAMPED TNP
○	IRON ROD FOUND
[ ]	RECORD INFORMATION

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE



SCALE 1" = 30'

LOT 1 BLOCK 1  
FINAL PLAT  
LIFE SKILLS CENTER ADDITION  
CAB. N, PG. 290  
P.R.D.C.T.

MEADOWVIEW DR.  
(60' ROW)

POINT OF BEGINNING

X CUT FWD

N89°51'43"E-375.67'  
[S87°17'00"E-375.50']

3" ALUMINUM MONUMENT

106 SQUARE FEET  
ACCESS EASEMENT

TRACT 25  
FIRST WORTH  
VOL. 3127 PG. 930  
D.R.D.C.T.

PARKRIDGE DR.  
(VARIABLE WIDTH ROW)

20' GENERAL UTILITY EASEMENT  
1816-C-0824235  
P.R.D.C.T.

S20°21'02"E-989.35'  
[S17°30'13"E-989.25']

3" ALUMINUM MONUMENT

LOT 1 BLOCK 1  
FINAL PLAT OF  
LAKE DALLAS ISD SCHOOL ADDITION  
CABINET N, PAGE 291  
P.R.D.C.T.

NOTES:  
1. Bearings are based on the Texas State Plane  
Coordinate System, North Central Zone 4202 (NAD83).

**PARCEL 9**  
**0.0024 Acre**  
**Permanent**  
**Access Easement**

Situated in the  
E. Marsh Survey  
Abstract No. 833  
City of Corinth  
Denton County, Texas

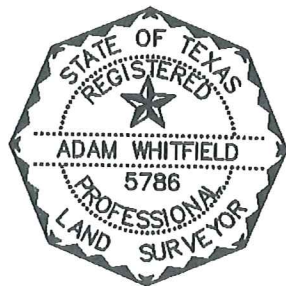
JOB NO. CRN08199

*Adam Whitfield*

Adam Whitfield, R.P.L.S.

07-09-10

Date: July 09, 2010

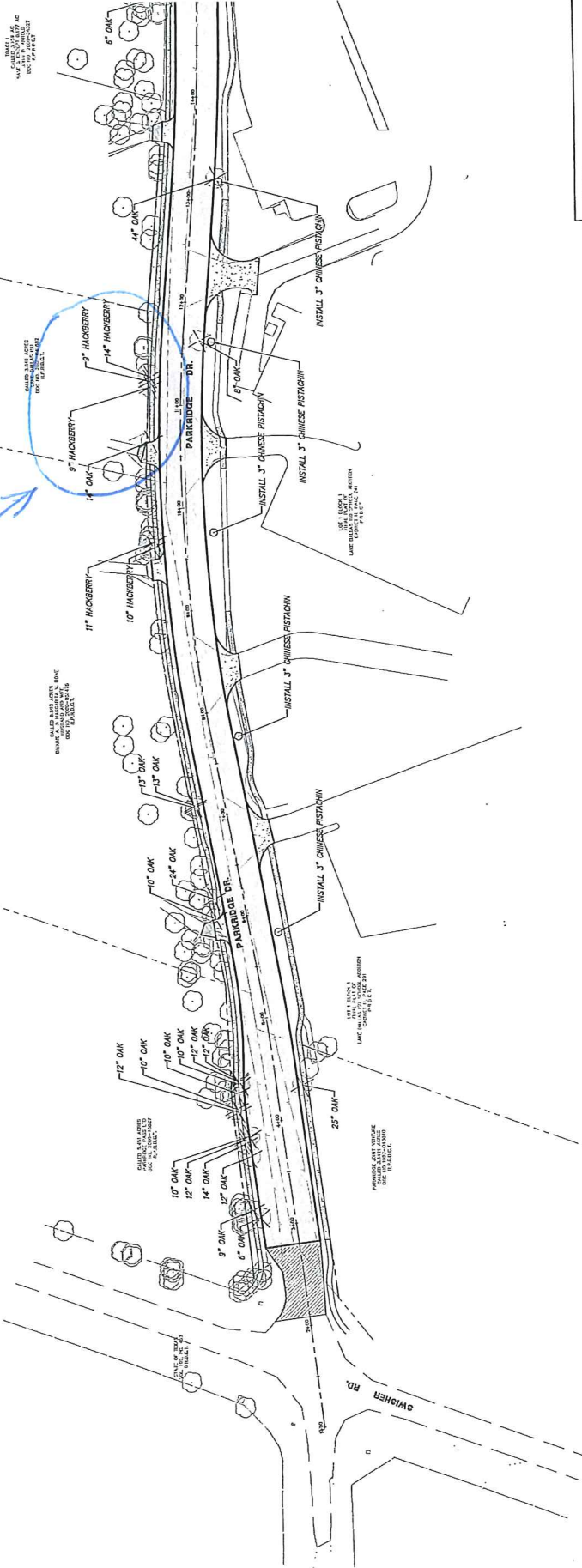
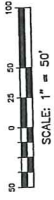


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4 TREES TO BE REPLACED



LEGEND	
○	PROPOSED TREE
⊙	EXIST TREE TO REMAIN
⊗	EXIST TREE TO BE REMOVED



TREE EXHIBIT FOR LDSD

**TEAGUE NALL AND PERKINS**  
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 Denton, Texas 76205  
 Phone: (817) 393-0026  
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## **ACTION/DISCUSSION ITEMS**

Review/Approve Interlocal Agreement that details the understanding between the City of Corinth and the Lake Dallas Independent School District concerning the transfer of interest in land to the City of Corinth located on Parkridge Drive.

### **Supporting documents:**

None \_\_\_\_\_

Attached   X  

Provided Later \_\_\_\_\_

### **Contact Person:**

Wes Eversole  
Deputy Superintendent/CFO  
[weversole@ldisd.net](mailto:weversole@ldisd.net)  
940-497-4039

### **Background Information:**

Included is an interlocal agreement between LDISD and the City of Corinth. This agreement has been approved by the City. Included are the associated deed and easement information. In addition, a tree demolition and replacement plan is included. It is noted that trees removed will be replaced with 3 inch caliper trees.

### **Recommendation**

Approve the Interlocal Agreement that details the understanding between the City of Corinth and the Lake Dallas Independent School District concerning the transfer of interest in land to the City of Corinth located on Parkridge Drive.

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For:

Against:

County of Denton       §  
                                  §  
State of Texas           §

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORINTH AND THE LAKE DALLAS INDEPENDENT SCHOOL DISTRICT**

Pursuant to Texas Government Code Section 791.001, this Interlocal Agreement (**hereinafter Agreement**) between Lake Dallas Independent School District (**hereinafter LDISD**) a political subdivision of the State of Texas and City of Corinth (**hereinafter City**) a Texas Municipal Corporation and a political subdivision of the State of Texas, both authorized by the above cited law to enter into such agreements:

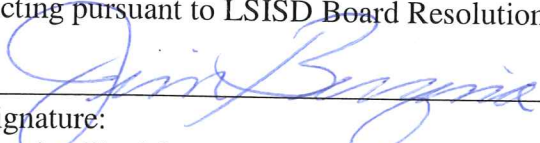
LDISD proposed to transfer to City a right of use and interest in land as stated in attached Documents 1 and 2. City agreed to tree demolition and mitigation. Attached Document 3 depicts the trees to be removed. A one for one replacement of the trees to be removed has been agreed on for the purpose of mitigation. Each tree removed from the property of Lake Dallas Independent School District will be replaced with a three inch (3") caliper tree.


LDISD has complied with all state and federal laws insofar as submission to the Texas Commissioner of Education pursuant to United States v. Texas Civil Action 5281 attesting to the nonracially discriminatory motive for the transfer to a fellow governmental unit of Denton County, Texas serving the community jointly with LDISD.

The Board of Trustees of LDISD in a duly convened and properly posted session met and approved this agreement pursuant to a voice vote on September 20, 2010.

\_\_\_\_\_  
Signature:  
Representative of Lake Dallas Independent School  
Acting pursuant to LSISD Board Resolution:

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

  
\_\_\_\_\_  
Signature:  
Interim City Manager, City of Corinth, Texas

  
\_\_\_\_\_  
Printed Name:  
Date: 9/9/10

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

**CITY OF CORINTH  
SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DENTON

THAT, LAKE DALLAS INDEPENDENT SCHOOL DISTRICT ("Grantor"), a political subdivision of the State of Texas acting by and through the undersigned, its duly authorized representative, for and in consideration of ONE DOLLAR, and other good and valuable consideration paid by the City of Corinth ("Grantee"), a municipal corporation of Denton County, Texas, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and convey to Grantee, its successors and assigns, **FEE SIMPLE TITLE TO** that certain tract or parcel of land in Denton County, Texas, being described as follows (the "Property"):

EXHIBITS "A" and "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property and premises unto the Grantee, and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

This conveyance is made and accepted subject to the reservation listed below and any encumbrances or other matter of record, which are incorporated herein by reference, to the extent they validly exist as of the date hereof and affect the Property.

Grantor has made no representation or warranty, express or implied, upon which Grantee has relied, as to the condition of the Property, the fitness of the Property for any intended use or purpose, the existence of any hazardous or toxic materials in or on, under or about the Property or any other environmental condition of the Property, the availability of utilities or other services to the Property, the workmanship or materials used in any improvements on the Property, or the present or future income that may be generated from the Property, except for the warranty of title set forth in this deed. Grantee acknowledges that it is relying solely upon its investigation and examination of the Property and is satisfied with the condition hereof, and agrees that the Property is being conveyed to Grantee "**AS IS**" and "**WITH ALL FAULTS**", with any and all latent and patent defects, except for the warranty of title set forth in this deed.

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor reserves all rights to the oil, gas, sulphur, and any and all minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same without express, prior, written consent of the then owner(s) of said land.

**SAVE AND EXCEPT, HOWEVER**, the further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

These restrictions and conditions shall be binding upon grantees, lessee, etc., name of grantee, lessee, etc., his heirs, personal representatives and assigns or its successors and assigns, as the case may be, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the

grantor herein and its successors, this instrument shall be null and void, and grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

WITNESS MY HAND, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Signature

Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

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

Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared \_\_\_\_\_, Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Commission Expires: \_\_\_\_\_

**CORINTH PARCEL NO.6**

**PARCEL 6  
EXHIBIT A  
LEGAL DESCRIPTION  
PERMANENT RIGHT OF WAY DEDICATION**

BEING A 0.0723 ACRE TRACT OF LAND SITUATED IN THE E. MARSH SURVEY, ABSTRACT NO. 833, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LAKE DALLAS ISD AS RECORDED IN DOCUMENT NUMBER 2001-041882 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS. SAID 0.0723 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a PK Nail found for the northeast corner of said Lake Dallas ISD tract, the southeast corner of that certain tract of land described in deed to John B. Arnold as recorded in Document Number 2006-034327 of said Real Property Records and lying in the approximate centerline of Parkridge Drive, a variable width right-of-way and being the northeast corner hereof, from which a PK Nail found for an angle point in the east line of said Arnold tract bears N 17° 03' 33" W a distance of 146.92 feet;

**THENCE** S 18° 16' 09" E (Record S 16° 04' 53" E), along said centerline and the east line of said Lake Dallas ISD tract, a distance of 163.15 (162.54) feet, to a PK Nail found for the southeast corner hereof also being the northeast corner of that certain tract of land described in deed to Dwaine and Margarita Rowe as recorded in Document Number 2000-51476 of said Real Property Records;

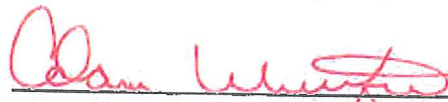
**THENCE** S 83° 12' 34" W, along the common line of said Lake Dallas ISD and Rowe tracts a distance of 20.01 feet, to a 1 inch iron pipe found for the southwest corner hereof, from which a 1/2 inch capped iron rod found bears S 83° 12' 34" W (S 84° 56' 20" E) a distance of 276.74 feet;

**THENCE** N 17° 43' 11" W, leaving said common line over and across said Lake Dallas tract a distance of 93.81 feet, to a 5/8 inch capped iron rod set and stamped "TNP" for an angle point hereof;

**THENCE** N 19° 33' 19" W, continuing over and across said Lake Dallas tract a distance of 69.61 feet, to an "X" cut set in a concrete footing for a fence at the northwest corner hereof and lying in the common line of said Lake Dallas ISD and Arnold tract, from which a 3 inch steel corner fence post bears S 83° 31' 23" W a distance of 662.40 feet, for the northwest corner of said Lake Dallas ISD tract, and the southwest corner of said Arnold tract;

**THENCE** N 83° 31' 23" E, along the common line between said Lake Dallas ISD tract, and said Arnold tract a distance of 20.71 feet, the **POINT OF BEGINNING**, and containing 0.0723 acres of land more or less.

Bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202 (NAD83).



**Adam Whitfield**  
**Registered Professional Land Surveyor**  
**Texas Registration Number 5786**

07. 09. 10  
Date: July 9, 2010



# EXHIBIT B

TRACT I  
CALLED 3.759 AC  
SAVE & EXCEPT 0.177 AC  
JOHN B. ARNOLD  
DOC NO. 2006-34327  
R.P.R.D.C.T.

CALLLED 3.849 ACRES  
LAKE DALLAS ISD  
DOC NO. 2001-041882  
R.P.R.D.C.T.

CALLLED 5.590 ACRES  
DWAINE A. & MARGARITA V. ROWE  
HUSBAND AND WIFE  
DOC NO. 2000-051476  
R.P.R.D.C.T.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S18°16'09"E	163.15'
L2	S83°12'34"W	20.01'
L3	N17°43'11"W	93.81'
L4	N19°33'19"W	69.61'
L5	N83°31'23"E	20.71'

R.O.W. ACQUISITION  
PRESCRIPTIVE ROW - 2,972 SF  
EXPANDED ROW - 178 SF  
TOTAL ROW - 3,150 SF

LOT 1 BLOCK 1  
FINAL PLAT OF  
LAKE DALLAS ISD SCHOOL ADDITION  
CABINET N, PAGE 291  
P.R.D.C.T.

LEGEND	
●	5/8" IRS STAMPED TNP
●	MONUMENT FOUND
○	IRON ROD FOUND
[ ]	RECORD INFORMATION
—	PROPERTY LINE
- - -	ADJACENT PROPERTY LINE
- - -	EASEMENT LINE

3" STEEL  
CORNER POST

[S84°37'29"W-686.24']  
S83°31'23"W-683.11'

Set "X" Cut

20' GENERAL UTILITY EASEMENT  
1994-082435  
R.P.R.D.C.T.

POINT OF BEGINNING

PARKRIDGE DR. (W)  
VARIABLE WIDTH ROW

2,972 SQ. FT.

178 SQ. FT.

1" PIPE FOUND

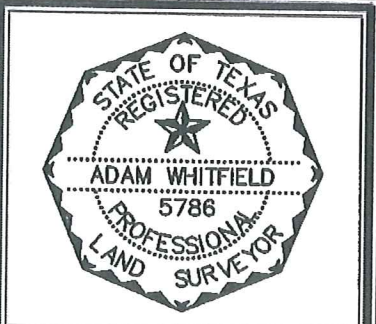
S17°09'52"E-25.29'  
[S15°26'29"E-25.21']



SCALE 1" = 50'

NOTES:  
1. Bearings are based on the Texas State Plane  
Coordinate System, North Central Zone 4202 (NAD83).

*Adam Whitfield*  
Adam Whitfield, R.P.L.S.  
07-09-10  
Date: July 09, 2010



**PARCEL 6**  
**0.0723 Acre**  
**Permanent**  
**Right-of-Way**  
**Dedication**  
Situated in E. Marsh Survey  
Abstract No. 833  
City of Corinth  
Denton County, Texas

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**CITY OF CORINTH  
PERMANENT DRAINAGE AND ACCESS EASEMENT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DENTON

THAT, LAKE DALLAS INDEPENDENT SCHOOL DISTRICT ("Grantor"), a political subdivision of the State of Texas acting by and through the undersigned, its duly authorized representative, for and in consideration of ONE DOLLAR, and other good and valuable consideration paid by the City of Corinth ("Grantee"), a municipal corporation of Denton County, Texas, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain and convey to Grantee, its successors and assigns, a non-exclusive permanent drainage easement and the right to construct, reconstruct and perpetually maintain drainage facilities in good condition and repair, together with all necessary appurtenances thereto, at Grantee's sole cost and expense, and with the right and privilege at any and all reasonable times and upon reasonable notice to Grantor, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing and maintaining said drainage facilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Denton County, Texas, being described as follows:

EXHIBITS "A" and "B", attached hereto and made a part hereof.

Grantor may not grant other rights and easements across, over or under the easement granted herein which interfere with the use of the easement by Grantee for the purpose set forth herein.

TO HAVE AND TO HOLD that said conveyed property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the said conveyed property and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Signature

Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

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

Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared \_\_\_\_\_, Representative of the Board of LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Commission Expires: \_\_\_\_\_

CORINTH PARCEL NO.9

**PARCEL 9  
EXHIBIT A  
LEGAL DESCRIPTION  
PERMANENT ACCESS EASEMENT**

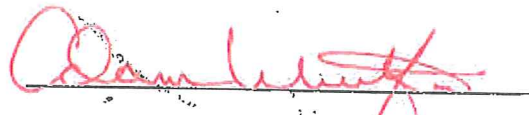
BEING A 0.0024 ACRE TRACT OF LAND SITUATED IN THE E. MARSH SURVEY, ABSTRACT NO. 833, DENTON COUNTY, TEXAS AND BEING A PORTION LOT 1, BLOCK 1, OF THE FINAL PLAT OF LAKE DALLAS ISD SCHOOL ADDITION AS RECORDED IN CABINET N, PAGE 291 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS. SAID 0.0024 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an "x" cut found at the northwest corner of said Lot 1, in the south line of Meadowview Drive, a 60 foot right-of-way, and the east line of Parkridge Drive, a variable width right-of-way;

**THENCE** N 89° 51' 43" E (Record N 87° 17' 00" E), along the south line of said Meadowview drive and the north line of said Lot 1, a distance of 15.00 feet, to a point for corner, from which a 3 inch aluminum disk set in concrete was found and bears N 89° 51' 43" E a distance of 360.67 feet;

**THENCE** S 34° 44' 54" W, over and across said Lot 1 and leaving the south line of said Meadowview Drive a distance of 17.16 feet, to a point lying in the west line of said Lot 1 and the east line of said Parkridge Drive, from which a 3 inch aluminum disk in concrete was found and bears S 20° 21' 02" E a distance of 954.35 feet;

**THENCE** N 20° 21' 02" W, along the west line of said Lot 1 and the east line of said Parkridge Drive a distance of 15.00 feet, to the **POINT OF BEGINNING**, and containing 0.0024 acres of land more or less.



**Adam Whitfield**  
Registered Professional Land Surveyor  
Texas Registration Number 5786

07-09-10

**Date: July 9, 2010**



# EXHIBIT B

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°51'43"E	15.00'
L2	S34°44'54"W	17.16'
L3	N20°21'02"W	15.00'

LEGEND	
●	5/8" IRS STAMPED TNP
○	IRON ROD FOUND
[ ]	RECORD INFORMATION

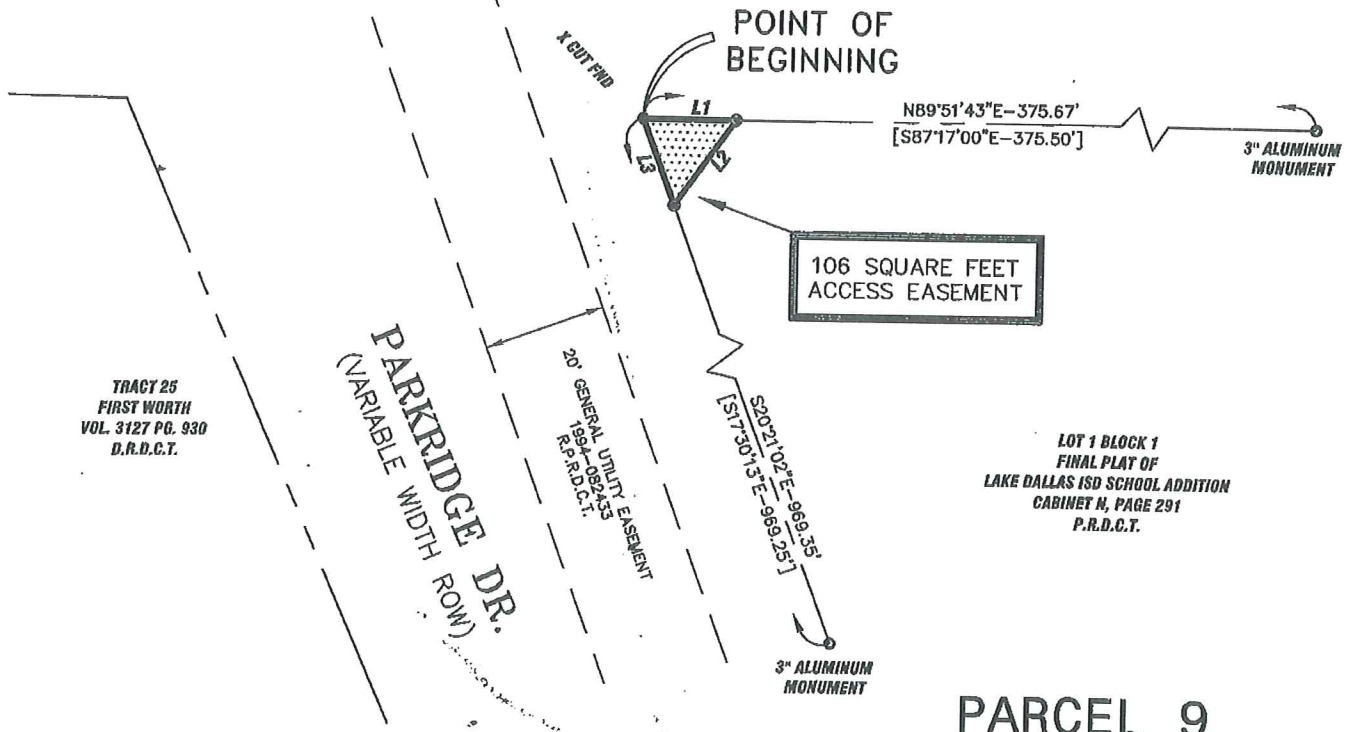
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE



SCALE 1" = 30'

LOT 1 BLOCK 1  
FINAL PLAT  
LIFE SKILLS CENTER ADDITION  
CAB. N, PG. 290  
P.R.D.C.T.

MEADOWVIEW DR.  
(60' ROW)



TRACT 25  
FIRST WORTH  
VOL. 3127 PG. 930  
D.R.D.C.T.

LOT 1 BLOCK 1  
FINAL PLAT OF  
LAKE DALLAS ISD SCHOOL ADDITION  
CABINET N, PAGE 291  
P.R.D.C.T.

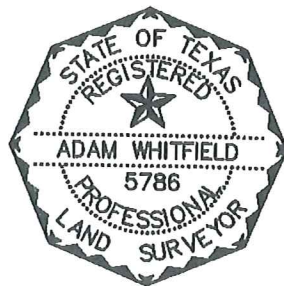
NOTES:  
1. Bearings are based on the Texas State Plane  
Coordinate System, North Central Zone 4202 (NAD83).

*Adam Whitfield*

Adam Whitfield, R.P.L.S.

07-09-10

Date: July 09, 2010



**PARCEL 9**  
**0.0024 Acre**  
**Permanent**  
**Access Easement**

Situated in the  
E. Marsh Survey  
Abstract No. 833  
City of Corinth  
Denton County, Texas

JOB NO. CRN08199

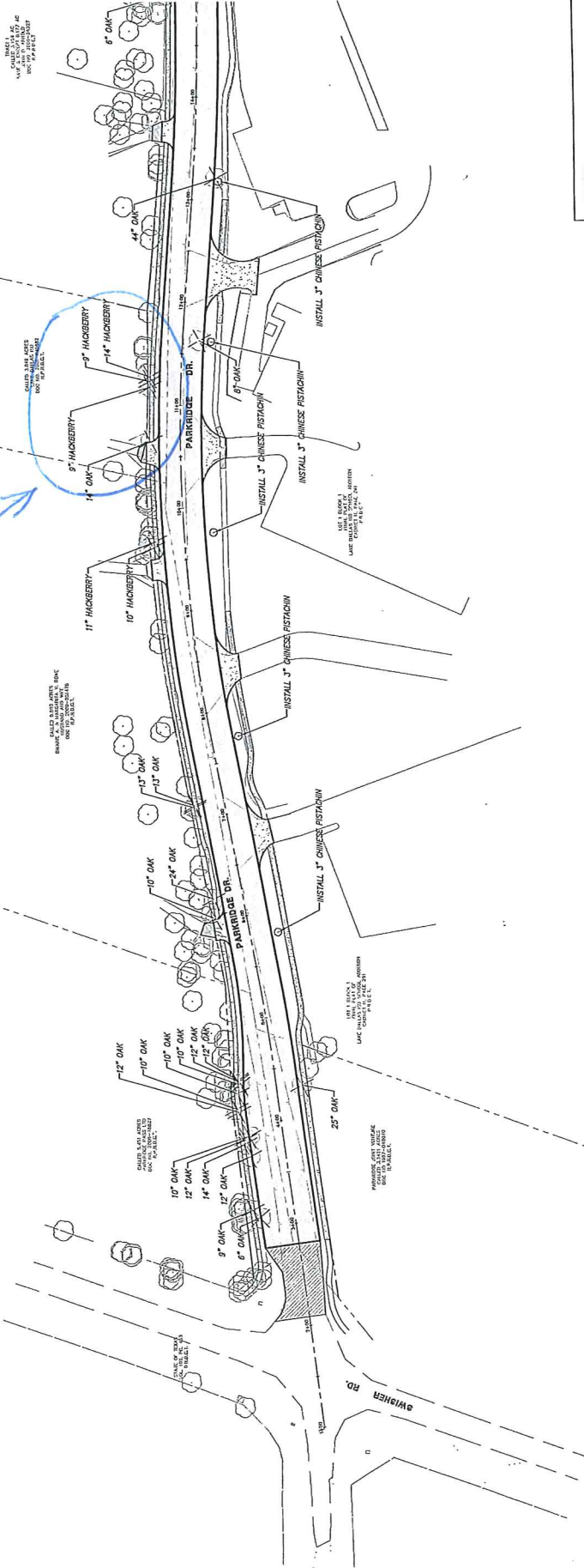


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4 TREES TO BE REPLACED



LEGEND	
○	PROPOSED TREE
⊙	EXIST TREE TO REMAIN
⊗	EXIST TREE TO BE REMOVED



TREE EXHIBIT FOR LDSD

**TEAGUE NALL AND PERKINS**  
 235 W. Hickory Street, Suite 100  
 Denton, Texas 76205  
 Phone: (817) 393-0026  
 www.tnp-online.com

## **ACTION/DISCUSSION ITEMS**

Review/Approve the waiver of penalty and interest for account #227153DEN for David Rinaldi

### **Supporting documents:**

None \_\_\_\_\_

Attached   X  

Provided Later \_\_\_\_\_

### **Contact Person:**

Wes Eversole  
Deputy Superintendent/CFO  
[weversole@ldisd.net](mailto:weversole@ldisd.net)  
940-497-4039

### **Background Information:**

Mark Burroughs, our Tax Attorney, and Denton County have recommended that the District approves the waiver of penalty and interest for Mr. Rinaldi due to extenuating circumstances (U.S. mail theft). School Board approval is required for this waiver to become valid.

### **Recommendation**

Approve the waiver of penalty and interest for account #227153DEN for David Rinaldi

Motion:

---

Second:

---

For:

Against:

# SAWKO & BURROUGHS, P.C.

ATTORNEYS AND COUNSELORS

Gregory J. Sawko  
Mark A. Burroughs

1100 Dallas Drive, Suite 100  
Denton, Texas 76205  
www.dentonlawyer.com

(940) 382-4357 Office  
(940) 591-0991 Fax

August 4, 2010

David Rinaldi  
2017 Glen Manor Rd.  
Corinth, TX 76208

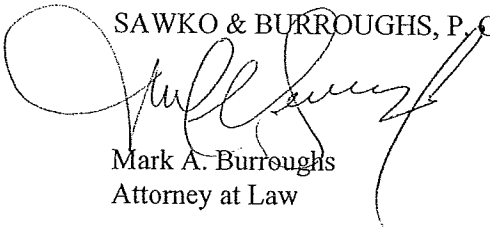
Re: Request for Waiver of Penalty & Interest Account No. 227153DEN, David Rinaldi.

Dear Mr. Rinaldi:

The Denton County Tax Office forwarded us a copy of your letter requesting a waiver of penalty and interest on your account. This office represents Lake Dallas Independent School District in delinquent tax collections. We are recommending to our client that the Penalty & Interest be waived on this account due to the fact that you have established that you attempted to timely pay said account and the failure of payment was beyond your control and after your deposit of same in the U.S. mail.

Should you have further questions please feel free to call.

Sincerely,

SAWKO & BURROUGHS, P.C.  
  
Mark A. Burroughs  
Attorney at Law

MAB/tmg

# Response Memo

## Official Action of the Lake Dallas Independent School District Board of Trustees

This 20th day of September, 2010, by vote of the Court members present, the Lake Dallas Independent School District Board of Trustees hereby authorizes the Denton County Tax Assessor Collector to:

\_\_\_\_\_ Waive the Penalty and Interest on property tax account(s): 227153DEN for the 2009 Tax Year.

\_\_\_\_\_ Deny waiver of the Penalty and Interest on property tax account(s): 227153DEN for the 2009 Tax Year.

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Attest

# ACTION/DISCUSSION ITEMS

Review/Approve State Energy Conservation Office Stimulus Program Loan Agreement

**Supporting documents:**

None \_\_\_\_\_ Attached  X  Provided Later \_\_\_\_\_

**Contact Person:**

Wes Eversole  
Deputy Superintendent/CFO  
[weversole@ldisd.net](mailto:weversole@ldisd.net)  
940-497-4039

**Background Information:**

The District has applied and received approval of a loan not to exceed \$1,357,155 to be used to fund building energy retrofit projects. The terms of the loan are 2% for a period of 10 years. This loan is contingent upon the School Board’s selection of a vendor and energy savings projects. The loan documents have been reviewed by our attorney.

We are in the process of interviewing vendors for performance contracting services. This energy performance contract is a turnkey service which will provide the District with a comprehensive set of energy efficient measures accompanied with guaranteed energy savings that are generated and will be sufficient to finance the full cost of the project.

Possible projects are listed below:

- Replace older energy inefficient lighting
- Replace older rooftop HVAC units
- Install solar hot water heating systems to supplement existing hot water heaters
- Replace single pane windows at older facilities
- Any other projects that provide energy savings with an appropriate payback

**Recommendation**

Approve State Energy Conservation Office Stimulus Program Loan Agreement

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For:

Against:

STATE OF TEXAS

\* STATE ENERGY CONSERVATION OFFICE

COUNTY OF TRAVIS

\*

**STIMULUS PROGRAM  
LOAN AGREEMENT**

**1. Parties.**

This Loan Agreement (hereinafter, "Agreement") is made and entered into by the following parties:

Lender/Prime Recipient: **Comptroller of Public Accounts  
State Energy Conservation Office  
Stimulus Program  
LBJ State Office Building  
111 East 17<sup>th</sup> Street, Room 804A  
Austin, Texas 78774-0100**

Borrower/Subrecipient: **Lake Dallas Independent School District  
315 E. Hundley Drive, P.O. Box 548  
Lake Dallas, Texas 75065**

**2. Loan of Funds.**

Subject to the terms, covenants and conditions contained in this Agreement, Lender/Prime Recipient shall loan to Borrower/Subrecipient a maximum of **One Million Three Hundred Fifty-Seven Thousand One Hundred Fifty-Five Dollars and No Cents (\$1,357,155.00)** (hereinafter, "Loan"). Borrower/Subrecipient shall expend all funds received from Lender/Prime Recipient pursuant to this Agreement only for the purpose of completion of the project (hereinafter, "Project") described in the Loan Approval Statement (Attachment A) and Engineering Report, and Borrower/Subrecipient's Loan Application. Attachment A is attached to and incorporated as part of this Agreement for all purposes. The Project shall be completed on or before December 31, 2011. Lender/Prime Recipient reserves the right, in its sole discretion, to approve an extension requested by Borrower/Subrecipient to extend the Project Completion Date for the Project; the Project Completion Date may be extended only on Lender/Prime Recipient's prior written approval as provided in this Agreement.

**3. Authority.**

The Loan is authorized pursuant to: (1) Chapters 403, 447, and 2305 of the Texas Government Code; (2) the American Recover & Reinvestment Act of 2009, PL111-5 (ARRA); (3) 42 U.S.C. §§ 6321, et seq, and 10 CFR Parts 420 and 600; and Comptroller's Rules, as amended, relating to the Loan Program for Building Energy Retrofit Projects (LoanSTAR).

**4. Payments.**

Borrower/Subrecipient promises to pay Lender/Prime Recipient at Lender/Prime Recipient's principal place of business in Austin, Texas, or at such other place as Lender/Prime Recipient may designate, the principal sum of **One Million Three Hundred Fifty-Seven Thousand One Hundred Fifty-Five Dollars and No Cents (\$1,357,155.00)** or such lesser amount as shall equal the aggregate amount disbursed to Borrower/Subrecipient by Lender/Prime Recipient under the terms of this Agreement together with interest on the unpaid principal computed from the date of each disbursement to Borrower/Subrecipient until the date repaid at the rate of **two percent (2.00%)** interest per annum. Borrower/Subrecipient shall repay the Loan in accordance with the terms specified in the Loan Payment Schedule.

**5. Disbursements.**

The Loan shall be disbursed in installments, no more frequently than monthly, following presentation by Borrower/Subrecipient to Lender/Prime Recipient of requests for disbursement to pay the costs of goods purchased and services performed. Each request for disbursement shall be made on a form or voucher approved by Lender/Prime Recipient and the State of Texas, supported by bills, statements or invoices for the goods or services to be paid with the Loan installment and such other documentation that in Lender/Prime Recipient's sole discretion allows for full substantiation of the costs incurred by Borrower/Subrecipient. Borrower/Subrecipient's requests for disbursement shall be made to and received by Lender/Prime Recipient not later than sixty days (60) after Borrower/Subrecipient pays for or authorizes payment for the goods and services, and Lender/Prime Recipient shall have no obligation to make disbursements for the costs of goods and services if Borrower/Subrecipient fails to comply with this requirement. Notwithstanding any other provision of this Agreement or any other document to the contrary, the total of all installments disbursed by Lender/Prime Recipient to Borrower/Subrecipient shall not exceed the amount of the Loan set forth in Paragraph 2 of this Agreement.

**6. Contingency.**

Lender/Prime Recipient's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Lender/Prime Recipient of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate termination or cancellation without penalty to Lender/Prime Recipient or the State of Texas, subject to such availability and receipt of these funds. In addition, Lender/Prime Recipient is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature. If Lender/Prime Recipient becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render Lender/Prime Recipient's performance under this Agreement impossible or unnecessary, Lender/Prime Recipient may terminate or cancel this Agreement without penalty to Lender/Prime Recipient or the State of Texas. In the event of a termination or cancellation under this Section, Lender/Prime Recipient shall not be required to give notice and shall not be liable for any damages, losses or any other amounts caused or associated with such termination or cancellation.

**7. Accounts; Audits.**

If requested by Lender/Prime Recipient, Borrower/Subrecipient shall deposit disbursements of the Loan into an account with an institution the deposits of which are insured by the federal government. Borrower/Subrecipient shall establish on its books of account an account specifically for the Loan and maintain the same until the Loan is fully repaid. Such account shall accurately and fully show all deposits attributable to disbursements of the Loan and all expenditures of the Loan. Upon Lender/Prime Recipient's request, Borrower/Subrecipient shall promptly acquire and submit to an independent audit of such account and all funds received from Lender/Prime Recipient. All costs related to Borrower/Subrecipient's compliance with this Section shall be borne solely by Borrower/Subrecipient. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the Borrower/Subrecipient or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Borrower/Subrecipient or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the

direction of the legislative audit committee, the Consultant or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by the Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the state auditor on September 5, 2003, in addition to the above, (1) the Borrower/Subrecipient understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds; (2) the Borrower/Subrecipient further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested; (3) the Borrower/Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Borrower/Subrecipient and the requirement to cooperate is included in any subcontract it awards; and (4) the state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Borrower/Subrecipient relating to this Agreement.

#### 8. Inspections.

Borrower/Subrecipient shall provide Lender/Prime Recipient, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents and representatives, with access to the Project site and Project records. Borrower/Subrecipient shall permit such persons to make physical inspections of the Project and Project records at reasonable times before work on the Project commences, during the construction, installation, and implementation of the Project, and after work on the Project is completed. Borrower/Subrecipient shall permit such persons to make final physical inspections of the Project and Project records to verify the Project's completion in accordance with this Agreement and other State of Texas requirements. Lender/Prime Recipient may withhold from disbursement to Borrower/Subrecipient ten percent (10%) of the amount of the Loan pending Lender/Prime Recipient's final inspection. Lender/Prime Recipient shall make every reasonable effort to conduct the final inspection within thirty (30) days of the Project Completion Date; however, Lender/Prime Recipient reserves the right, in its sole discretion, to extend the date for final inspection or to waive the final inspection.

#### 9. Project Specifics.

**Design Review.** Borrower/Subrecipient shall provide Lender/Prime Recipient, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents and representatives, with access to all proposed, detailed project design documents and specifications, during the Project design process and at other times requested by such persons. Lender/Prime Recipient may review all project design documents and specifications at twenty five percent (25%), fifty percent (50%) and one hundred percent (100%) completion periods, with Lender/Prime Recipient's written approval required before Borrower/Subrecipient proceeds to the next phase of the project. Borrower/Subrecipient shall ensure that such documents are consistent with the project descriptions as detailed in Attachment A to this Agreement. Borrower/Subrecipient shall provide authorized persons described in this Section with access to all project documents and shall advise Borrower/Subrecipient's project engineers and other employees, agents, and representatives of this requirement. *Construction shall not begin until Lender/Prime Recipient has approved all design and specification documents.*

On Site Construction Monitoring. Borrower/Subrecipient shall provide access to Lender/Prime Recipient, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents and representatives, to the Project site and Project documentation, at the twenty five percent (25%), fifty percent (50%) and one hundred percent completion (100%) periods. Such authorized persons may monitor Project construction and review and audit financial documents and Project records. Lender/Prime Recipient reserves the right, in its sole discretion, to limit such construction monitoring to one site visit to reduce costs on smaller Projects. Lender/Prime Recipient shall make reasonable efforts to coordinate site visits with Borrower/Subrecipient; however, Lender/Prime Recipient and other authorized persons reserve the right to make unscheduled visits for any of the purposes described in this Agreement.

#### 10. Access to Records.

Borrower/Subrecipient shall make available to and permit Lender/Prime Recipient, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents, and representatives to inspect any and all books, reports, documents, files, work papers, work products, receipts, documentation, applications, data, accounts, or any other information or items pertaining to the Loan Application, the Project, the Loan or this Agreement, regardless of media ("Records"). Borrower shall in each of its contracts with a supplier of goods and services for the Project provide the same rights of access and inspection with respect to the Project and Records in the possession of the supplier. In addition, Lender reserves the right, in its sole discretion, to make copies of, reproduce, distribute, monitor and inspect all Records to comply with requirements of the United States Department of Energy, the Texas Legislature, federal and state courts, and to publicly demonstrate the energy savings achieved by the Project.

#### 11. ARRA Reporting, Data Collection, and Access to Records Requirements.

##### 11.1. Reporting Requirements.

Borrower/Subrecipient shall submit performance reports as required by Attachment K, attached to and incorporated in this Agreement. Borrower/Subrecipient shall promptly prepare and submit such reports as may be requested by Lender/Prime Recipient and information, in the form provided by Lender/Prime Recipient, regarding the status of the Project prior to completion of the Project. Promptly upon completion of the Project, Borrower/Subrecipient shall prepare and submit to Lender/Prime Recipient such periodic reports and information, in the form provided by Lender/Prime Recipient, on the energy use of the building or facility in which the Project is located and the changes in energy consumption resulting from the Project and the cost savings resulting from such changes.

##### 11.2. Data Collection and Access to Records.

Borrower/Subrecipient agrees to compile and maintain information pertaining to programs or activities developed as a result of this Loan Agreement.

**12. Retention.**

Borrower/Subrecipient shall maintain all Records supporting its Loan Application until the Loan is fully repaid and for a period of four (4) years thereafter and shall maintain copies of all Records under this Agreement for a period of four (4) years after the date of submission; however, if at the conclusion of any audit of Borrower/Subrecipient or audit of such Records, Lender/Prime Recipient determines that specific Records are no longer required to be maintained, Lender/Prime Recipient shall advise Borrower/Subrecipient in writing and the obligation imposed on Borrower/Subrecipient by this Section shall be terminated with respect to such specific Records only.

**13. Borrower/Subrecipient's Covenants.**

Borrower/Subrecipient represents and warrants that:

- a) Borrower/Subrecipient has full power and authority to enter into this Agreement and this Agreement has been duly and validly authorized, executed and delivered by Borrower/Subrecipient.
- b) This Agreement does not violate any limitation on the indebtedness of Borrower/Subrecipient imposed by any statute, ordinance, charter, bylaw, or other agreement or instrument applicable to Borrower/Subrecipient and this Agreement will not be rescinded at any time by any action of Borrower/Subrecipient.
- c) Borrower/Subrecipient has, or will have prior to commencing work on the Project, obtained all necessary federal, state and local licenses, permits and approvals required to construct, install, implement and operate the Project and shall comply with all federal, state and local laws, codes, rules and regulations applicable to the Project.
- d) Borrower/Subrecipient shall maintain the Project in good working order and shall ensure that adequate personnel are fully instructed in the proper use and care of the Project.
- e) If Borrower/Subrecipient is a state agency, Borrower/Subrecipient shall install metering and monitoring equipment and devices required to determine changes in energy consumption and the cost savings resulting from such changes. Borrower/Subrecipient shall also prepare and submit quarterly reports to Lender/Prime Recipient documenting changes in energy consumption and the cost savings resulting from such changes.
- f) Borrower/Subrecipient shall annually budget an amount sufficient to make all payments due and payable under this Agreement.

**14. Default.**

The occurrence of any of the following shall constitute a default by Borrower/Subrecipient:

- a) The failure of Borrower/Subrecipient to make a payment due and payable under this Agreement within the time specified in this Agreement.
- b) The failure of Borrower/Subrecipient to comply with any provision of this Agreement.

- c) The expenditure of Loan funds by Borrower/Subrecipient for purposes other than the implementation of the Project as provided in this Agreement.
- d) Borrower/Subrecipient's entry into any agreement whereby any person, corporation, business, or similar entity, other than Borrower/Subrecipient, benefits directly or indirectly from utility savings resulting from the Loan or this Agreement, without the Lender/Prime Recipient's prior written approval, until such time as the Loan is repaid in full as determined by Lender/Prime Recipient.
- e) Without the prior written consent of Lender/Prime Recipient, the sale, transfer or other disposition by Borrower/Subrecipient of any equipment or material constituting part of the Project, all or any part of the cost of which was paid with the Loan, or the sale, transfer or other disposition of, or the termination of the lease with respect to, the building or facility in which the Project is located, until such time as the Loan is repaid in full.
- f) The expenditure of Loan funds by Borrower/Subrecipient to reimburse itself for funds expended by Borrower/Subrecipient on the Project prior to the effective date of the Loan and this Agreement.
- g) The expenditure of Loan funds for the purpose of supplanting funds appropriated to the Borrower/Subrecipient by the Texas Legislature.

In the event of Borrower/Subrecipient's default, Lender/Prime Recipient shall notify Borrower/Subrecipient of the default and Borrower/Subrecipient shall have a reasonable opportunity, not to exceed twenty (20) days, to cure Borrower/Subrecipient's default. If Borrower/Subrecipient fails to cure the default, Lender/Prime Recipient shall be released from all of its obligations under this Agreement and shall have the right to declare the Loan in default and all amounts loaned to Borrower/Subrecipient under this Agreement and earned interest shall become immediately due. Borrower/Subrecipient waives all demands for payment, presentations for payment, and notices of intention to accelerate maturity, notices of acceleration of maturity, protest, and notices of protest, to the extent permitted by law. Upon receipt of notice of default from Lender/Prime Recipient, Borrower/Subrecipient shall cancel or otherwise terminate any contract, agreement or order relating to the Project and cease to incur any cost or expense relating to the Project.

If Borrower/Subrecipient is a state agency, department or entity, or an institution of higher education or junior college funded in whole or in part by the State of Texas and Borrower/Subrecipient has failed to repay the Loan within ninety (90) days of Lender/Prime Recipient's declaration of default under this Section, Lender/Prime Recipient may notify the Office of the Governor, Legislative Budget Board and the Texas Higher Education Coordinating Board of Borrower/Subrecipient's breach of this Agreement and the amount owing by Borrower/Subrecipient under this Agreement and recommend to the Legislative Budget Board that Borrower/Subrecipient's appropriation of funds for the next succeeding biennium be reduced by an amount equal to the total amount due under this Agreement.

If Borrower/Subrecipient is a school district organized under the laws of the State of Texas and has failed to repay the Loan within ninety (90) days of Lender/Prime Recipient's declaration of default under this Section, Lender/Prime Recipient may

notify the Texas Education Agency of Borrower/Subrecipient's breach of this Agreement and the amount owing by Borrower/Subrecipient under this Agreement and recommend to the Texas Education Agency that funds to be allocated to Borrower/Subrecipient by the Texas Education Agency for the next succeeding year be reduced by an amount equal to the total amount due under this Agreement.

**15. Amendments.**

Any amendment, modification or alteration of the terms of this Agreement shall be in writing and executed by both parties; however, Lender/Prime Recipient may unilaterally amend this Agreement as provided in Section 28. Oral agreements or understandings not incorporated into this Agreement shall not be binding on the parties.

**16. Severability.**

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in force and effect, and shall in no way be affected, impaired, or invalidated.

**17. Notices.**

All notices required or permitted under this Agreement shall be in writing and delivered by registered or certified United States mail or by a recognized commercial courier or delivery service as follows:

If to Lender/Prime Recipient, to  
**Comptroller of Public Accounts**  
**State Energy Conservation Office**  
**Stimulus Program**  
**LBJ State Office Building**  
**111 East 17<sup>th</sup> Street, Room 804A**  
**Austin, Texas 78774**

If to Borrower/Subrecipient, to  
**Lake Dallas Independent School District**  
**315 E. Hundley Drive, P.O. Box 548**  
**Lake Dallas, Texas 75065**

**18. INDEMNIFICATION.**

**BORROWER/SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITH LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BORROWER/SUBRECIPIENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BORROWER/SUBRECIPIENT IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BORROWER/SUBRECIPIENT. BORROWER/SUBRECIPIENT SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY COMPTROLLER.**

**THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BORROWER/SUBRECIPIENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OR COMPTROLLER FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COMPTROLLER OR ITS EMPLOYEES.**

**19. Assignment.**

This Agreement and the rights and obligations of Borrower/Subrecipient hereunder are not assignable or transferable by Borrower/Subrecipient, in whole or in part, without the prior written consent of Lender/Prime Recipient.

**20. No Waiver.**

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Lender/Prime Recipient as an agency of the State of Texas or otherwise available to Lender/Prime Recipient. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Lender/Prime Recipient under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Lender/Prime Recipient does not waive any privileges, rights, defenses, remedies or immunities available to Lender/Prime Recipient as an agency of the State of Texas, or otherwise available to Lender/Prime Recipient, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Lender/Prime Recipient must be in writing, must reference this section, and must be signed by Lender/Prime Recipient to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Lender/Prime Recipient shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

**21. Discrimination.**

During the term of this Agreement, Borrower/Subrecipient shall not engage in any discriminatory practice with respect to any activity funded in whole or in part under this Agreement or by the Loan or with respect to any recipients of services, employees or applicants for employment based upon race, creed, color, handicap, national origin, gender, religion, political affiliation or age. Borrower/Subrecipient shall in each contract with a person providing goods or services for the Project require the same agreement as to non-discrimination. By signing this agreement, Borrower/Subrecipient certifies that it will comply with all HUB requirements, as applicable.

**22. Late Payments.**

If any installment due under this Agreement is not paid within thirty (30) days of its due date, Lender/Prime Recipient, at its option, may require Borrower/Subrecipient to pay a penalty equal to one and one-half percent (1.5%) of the amount of the installment then due.

**23. Interest.**

Interest on the Loan evidenced by this Agreement shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the Loan or, if that has been paid, refunded. On any acceleration required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Loan or, if the principal of the Loan has been paid, refunded.

This provision overrides other provisions in this and all other instruments concerning the Loan.

**24. Attorney's Fees.**

If this Agreement is given to an attorney for collection, or if suit is brought for collection, or if it is collected through probate, bankruptcy, or other judicial proceeding, then Borrower/Subrecipient shall pay Lender/Prime Recipient all costs of collection, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be ten percent (10%) of all amounts due unless either party pleads otherwise.

**25. Governing Law.**

This Agreement and the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas.

**26. Taxes.**

Borrower/Subrecipient is solely responsible for all state, federal and local taxes of any kind resulting from this Agreement. Lender/Prime Recipient shall have no liability for any such taxes. Borrower/Subrecipient represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under the Texas Tax Code, Chapter 171. In addition, if Borrower/Subrecipient is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Borrower/Subrecipient certifies that it holds a permit issued by the Comptroller of Public Accounts to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

Under the Texas Government Code, Section 2155.004, Borrower/Subrecipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**27. Disputes.**

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Lender/Prime Recipient has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Borrower/Subrecipient shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Lender/Prime Recipient and Borrower/Subrecipient to attempt to resolve any claim for breach of contract made by Borrower/Subrecipient under this Agreement:

- a) Borrower/Subrecipient's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Borrower/Subrecipient shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. Said notice shall also be given to all other representatives of Lender/Prime Recipient and Borrower/Subrecipient otherwise entitled to notice under this Agreement. Compliance by Borrower/Subrecipient with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

- b) The contested case process provided in Chapter 2260 is Borrower/Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by Lender/Prime Recipient if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- c) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civ. Prac. and Rem. Code. Neither the execution of this Agreement by Lender/Prime Recipient nor any other conduct of any representative of Lender/Prime Recipient relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply:

Should a dispute arise out of this Agreement, Lender/Prime Recipient and Borrower/Subrecipient shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Lender/Prime Recipient and Borrower/Subrecipient within fifteen (15) days after written notice by one of them demanding mediation under this Section. Borrower/Subrecipient shall pay all costs of the mediation unless Lender/Prime Recipient, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, Lender/Prime Recipient and Borrower/Subrecipient may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Lender/Prime Recipient and Borrower/Subrecipient shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Lender/Prime Recipient's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Lender/Prime Recipient of: (1) any rights, privileges, defenses, remedies or immunities available to Lender/Prime Recipient as an agency of the State of Texas or otherwise available to Lender/Prime Recipient; (2) Lender/Prime Recipient's termination rights; or (3) other termination provisions or expiration dates of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Borrower/Subrecipient shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, Borrower/Subrecipient may suspend performance during the pendency of such claim or dispute if Borrower/Subrecipient has complied with all provisions of §2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

## 28. Compliance.

Borrower/Subrecipient shall comply with all laws, regulations, requirements and guidelines applicable to a Borrower/Subrecipient from or contractor with the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Lender/Prime Recipient reserves the right, in its sole discretion, to unilaterally amend this

Agreement throughout its term to incorporate any modifications necessary for Lender/Prime Recipient's or Borrower/Subrecipient's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended upon the written agreement of both parties.

- 29. Time.** Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly and rigidly enforced.
- 30. Conflicts.** Borrower/Subrecipient represents and warrants that Borrower/Subrecipient has no actual or potential conflicts of interest in entering into this Agreement with Lender/Prime Recipient and that Borrower/Subrecipient's receipt of disbursements under this Agreement would not reasonably create an appearance of impropriety. Borrower/Subrecipient represents and warrants that neither Borrower/Subrecipient nor any person or entity that will participate financially in this Agreement has received compensation from Lender/Prime Recipient for participation in preparation of specifications for this Agreement.
- 31. DTPA.** Borrower/Subrecipient represents and warrants that Borrower/Subrecipient has not been the subject of a Deceptive Trade Practices Act or any unfair business practice, administrative hearing, or court suit and that Borrower/Subrecipient has not been found to be guilty of such practices in such proceedings. Borrower/Subrecipient represents and warrants that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business practice, administrative hearing, or court suit and that such officers have not been found guilty of such practices in such proceedings.
- 32. Antitrust.** Borrower/Subrecipient represents and warrants that neither Borrower/Subrecipient nor any firm, corporation, partnership, or institution represented by Borrower/Subrecipient, nor anyone acting for such firm, corporation, partnership, or institution, has violated Texas antitrust laws or federal antitrust laws.
- 33. Confidentiality.** Borrower/Subrecipient, its employees and contractors shall not disclose to anyone, directly or indirectly, any information designated by Lender/Prime Recipient as confidential or information accessed as a result of this Agreement without prior written consent of Lender/Prime Recipient. Borrower/Subrecipient must execute the Nondisclosure Agreement, Attachment J, which is attached to and incorporated as part of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, Borrower/Subrecipient understands that Lender/Prime Recipient is bound by provisions of the Texas Public Information Act (formerly the Texas Open Records Act) and Attorney General Opinions issued under the statute. If Borrower/Subrecipient is not also subject to the Texas Public Information Act, Borrower/Subrecipient shall, within three (3) days of receipt, refer to Lender/Prime Recipient any third party requests, received directly by it, for information to which Borrower/Subrecipient has access as a result of or in the course of performance under this Agreement.
- 34. Other Rights.** Borrower/Subrecipient shall have no exclusive rights or benefits other than those set forth in this Agreement.

**35. Certain Claims.**

Borrower/Subrecipient shall defend and indemnify Lender/Prime Recipient and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from or related to this Agreement, provided that Lender/Prime Recipient shall notify Borrower/Subrecipient of any such claim within a reasonable time of Lender/Prime Recipient's receiving notice of any such claim. Borrower/Subrecipient shall pay all reasonable costs of Lender/Prime Recipient's counsel. If Borrower/Subrecipient is notified of any claim subject to this Section, Borrower/Subrecipient shall notify Lender/Prime Recipient of such claim within five (5) working days of such notice. If Lender/Prime Recipient determines that a conflict exists between its interests and those of Borrower/Subrecipient or if Lender/Prime Recipient is required by applicable law to select separate counsel, Lender/Prime Recipient shall be permitted to select separate counsel and the reasonable costs of such Lender/Prime Recipient's counsel shall be paid by Borrower/Subrecipient. No settlement of any such claim shall be made by Borrower/Subrecipient without Lender/Prime Recipient's prior written approval. Borrower/Subrecipient shall reimburse Lender/Prime Recipient and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Borrower/Subrecipient represents that it has determined what licenses; patents and permits are required under this Agreement and has acquired or will acquire all such licenses, patents and permits prior to commencement of the Project.

**36. Statements.**

By signature to this Agreement, Borrower/Subrecipient makes all of the representations, warranties, covenants and certifications included in this Agreement. Notwithstanding any other provision of this Agreement to the contrary, if Borrower/Subrecipient signs this Agreement with a false statement or it is subsequently determined that Borrower/Subrecipient has violated any of the representations, warranties, covenants or certifications included in this Agreement, Borrower/Subrecipient shall be in default under this Agreement and Lender/Prime Recipient may terminate or void this Agreement for cause and pursue other remedies available to Lender/Prime Recipient under this Agreement and applicable law.

**37. Prohibition.**

Borrower/Subrecipient acknowledges and agrees that, to the extent Borrower/Subrecipient owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Borrower/Subrecipient is otherwise owed under or related to this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Borrower/Subrecipient owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Borrower/Subrecipient owes any such debt or delinquency. Borrower/Subrecipient shall comply with rules adopted by the Comptroller under §§403.055, 403.0551, 2252.903, Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

**38. Incorporation.**

All of the following attachments are attached hereto and incorporated into this Agreement for all purposes:

- Attachment A:** Loan Approval Statement
- Attachment B:** DOE Special Terms and Conditions Required in Grant to the Comptroller of Public Accounts and Flow down to ARRA Grants and Cooperative Agreements
- Attachment B-1:** DOE Assurance of Compliance, as completed by Borrower/Subrecipient
- Attachment B-2:** DOE Assurance of Compliance, as completed by Borrower/Subrecipient and each Borrower/Subrecipient contractor
- Attachment C:** Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, as completed by Borrower/Subrecipient
- Attachment D:** Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, as completed by Borrower/Subrecipient
- Attachment E:** Disclosure of Lobbying Activities, as completed by Borrower/Subrecipient
- Attachment F:** National Policy Assurances to be Incorporated as Award Terms (version 2008), as completed by Borrower/Subrecipient
- Attachment G:** Intellectual Property Provisions, as completed by Borrower/Subrecipient
- Attachment H:** Subcontracting Provisions; Mandatory Flowdown Provision, as completed by the Borrower/Subrecipient
- Attachment I-1:** American Recover & Reinvestment Act – Borrower/Subrecipient Affidavit, as completed by Borrower/Subrecipient
- Attachment I-2:** American Recover & Reinvestment Act – Borrower/Subrecipient’s Contractor Affidavit, as completed by Borrower/Subrecipient’s Contractor(s)
- Attachment J:** Nondisclosure Agreement, as completed by Borrower/Subrecipient
- Attachment K:** ARRA Reporting Requirements, as completed by the Borrower/Subrecipient
- Attachment L:** Consultation List for Energy Efficiency and Conservation Block Grants & the State Energy Plan Programs

Borrower/Subrecipient represents and warrants that it completed and provided the following Attachments to Lender/Prime Recipient prior to executing this Agreement: B-1, B-2, C, D, E, F, G, H, I, J and K. In addition, Borrower/Subrecipient represents and warrants that each of its contractors completed and provided an Attachment B-2 to Borrower/Subrecipient and Lender/Prime Recipient prior to Borrower/Subrecipient executing this Agreement.

All applicable rules, regulations and all other requirements imposed by law, including, but not limited to, those pertinent rules and regulations of the State of

Texas and those of federal agencies providing funds to the State of Texas are incorporated into this Agreement by reference as if specifically written herein.

**39. Successors.**

This Agreement is binding upon Borrower/Subrecipient and its successors and assigns and upon Lender/Prime Recipient and its successors and assigns.

**40. Term.**

Therefore, the parties hereby agree that the effective date of this Agreement is the date signed by Lender/Prime Recipient, after first having been signed by Borrower/Subrecipient. Except for the provisions of Sections 8, 9, 11, 12, 13, 19, 21, 27, 28, 37, 39, 40 and 41; and Attachments B-1, B-2, J and K, which shall survive the termination or expiration of this Agreement, this Agreement shall terminate upon repayment, in full, of the Loan.

**41. Additional Terms.**

**Davis Bacon Act.** Borrower/Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements as implemented through 29 CFR 5.5(a).” <http://www.dol.gov/esa/whe/contracts/dbra.htm>.

**Buy American Act – ARRA 1606.** In purchasing iron, steel and manufactured goods for this project, Borrower/Subrecipient shall comply with Section 1606 of the American Recovery and Reinvestment Act as more fully set forth in Attachment B. The requirement may be waived if the domestic product is more expensive than an identical foreign-sourced product by a certain percentage, if the product is not available domestically in sufficient quantity or quality, or if doing so is in the public interest. Borrower/Subrecipient shall comply with this provision as applicable as more fully set forth in 2 CFR Part 176.

**National Environmental Policy Act.** Borrower/Subrecipient shall comply with the National Environmental Policy Act , 42 U.S.C. §§4321 *et. seq.* (NEPA) and shall not take any action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until either a NEPA clearance or final NEPA decision is provided by the National Energy Technology Laboratory (NETL) NEPA compliance Officer. If the ARRA are used for the purchase of equipment for new alternative fuel(s) refueling stations and/or purchase of equipment for retrofits of existing refueling stations, Borrower/Subrecipient shall provide additional project information and, if requested, shall prepare or provide any assistance necessary to assist DOE in the preparation of any required Environmental Impact Statements or other environmental documentation.

**National Historic Preservation Act of 1966.** Borrower/Subrecipient shall comply with the National Historic Preservation Act of 1966 (§§16 U.S.C. 470 *et seq*) (NHPA). In order to comply, the Borrower/Subrecipient shall:

A. For any project listed in Category A as identified in Attachment L, Borrower/Subrecipient shall provide notice to the Lender/Prime Recipient that the Borrower/Subrecipient has identified the project as a Category A project. Within 14 days of receiving the notice from the Borrower/Subrecipient, the Lender/Prime Recipient, by written notice to the Borrower/Subrecipient, may require the Borrower/Subrecipient to submit the application to the Texas Historical Commission (THC) for review and consultation and shall obtain clearance from

THC before commencing project construction. If the Lender/Prime Recipient does not require the Borrower/Subrecipient to submit the application to THC, no pre-construction review of the project by THC is required.

B. For any project listed in Category B as identified in Attachment L or for any project not listed in Category A, the Borrower/Subrecipient shall submit the application to THC for review and consultation and shall obtain clearance from the THC before the Borrower/Subrecipient may commence construction of such project. Historic structures or buildings subject to further review and consultation are those structures or buildings at least forty-five (45) years of age or older from date of construction completion, that are listed in or eligible for listing in the National Register of Historic Places, that are located in a National Register listed or eligible historic district, or that are in a locally designated historic district, or are designated as State Archeological Landmarks under the Antiquities Code of Texas, and all current and former county courthouses protected by Chapter 442.008 of the Texas Government Code. Ground-disturbing activity, regardless of the age of structures on the property, will require consultation with the THC in most cases.

C. If NHPA Section 106 consultation is required, Borrower/Subrecipient is responsible for involving consulting parties and the public in compliance with NHPA Section 106 (16 U.S.C. §407f), 36 CFR 800.2, as appropriate, and any applicable guidance from DOE. Borrower/Subrecipient may request that Lender/Prime Recipient serve as a contact with DOE to facilitate the resolution of any disputes involving this agreement that may arise between the Borrower/Subrecipient and THC.

D. If, during the implementation a project, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or if a previously identified property is affected in an unanticipated manner, the Borrower/Subrecipient shall notify THC of the unanticipated discovery or affect and shall assume the responsibilities required pursuant to 36 CFR 800.13.

**Solid Waste Disposal Act.** Prior to the expenditure of Federal funds to store, process, or dispose of hazardous materials Borrower/Subrecipient shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code, Chapter 335 “Industrial Solid Waste and Municipal Hazardous Waste” administered by the Texas Commission on Environmental Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 to include, but not be limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc. Borrower/Subrecipient shall obtain any required permit and retain all compliance documentation related to the project.

**Report of Fraud, Waste and Abuse: Texas Government Code, Section 321.022.** If the administrative head of a department or entity that is subject to audit by the Texas State Auditor has reasonable cause to believe that money received from the State by the Borrower/Subrecipient or by a client or contractor of the Borrower/Subrecipient may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the Borrower/Subrecipient, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the Borrower/Subrecipient. See <http://sao.fraud.state.tx.us/>.

42. **Merger.** This Agreement contains the entire agreement between Lender/Prime Recipient and Borrower/Subrecipient relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

43. **Signatories.** The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties.

**LENDER/PRIME RECIPIENT:**

**Comptroller of Public Accounts**

**BORROWER/SUBRECIPIENT:**

**Lake Dallas Independent School District**

By: \_\_\_\_\_  
**Martin A. Hubert**  
**Deputy Comptroller**

By: \_\_\_\_\_  
**Wes Eversole**  
**Deputy Superintendent, CFO**

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

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

**ATTACHMENT A**  
**LOAN APPROVAL STATEMENT**  
**For Energy Conservation Measures**

Agency: Lake Dallas Independent School District  
 Address: 315 E. Hundley Drive, P.O. Box 548  
 City: Lake Dallas, Texas 75065  
 Loan Coordinator: Wes Eversole  
 Title: Deputy Superintendent/CFO  
 Phone: (940)497-4039

<b>Building (a)</b>	<b>E C M</b>	<b>Description of Energy Conservation Measure (ECM) (b)</b>	<b>Estimated ECM Cost (c)</b>	<b>Annual Energy Cost Savings</b>	<b>Pay- back (yrs)</b>	<b>ECM Loan Amount (d)</b>
High School	1	Replace 55 Rooftop Units and Recommissioning at Lake Dallas ES, Corinth ES, and Shady Shores ES	\$1,040,733.00	\$63,233.00	16.5	\$1,040,733.00
High School	2	Upgrading Lighting	\$124,252.00	\$19,528.00	6.4	\$124,252.00
Corinth ES	3	Upgrading Lighting	\$32,440.00	\$4,746.00	6.8	\$32,440.00
Support Services	4	Upgrading Lighting	\$36,842.00	\$6,618.00	4.1	\$36,842.00
Multiple	5	Install Vending Power Management Devices	\$4,488.00	\$2,265.00	2.0	\$4,488.00
Multiple	6	Install Computer Power Management	\$16,000.00	\$9,000.00	1.8	\$16,000.00
Corinth ES	7	Investigate high Water Use	\$102,400.00	\$29,736.00	3.4	\$102,400.00
			<b>\$1,357,155.00</b>	<b>\$135,126.00</b>	<b>10.0</b>	<b>\$1,357,155.00</b>

Engineering Audit Expense	\$ 0.00
Metering and Monitoring	\$ 0.00

Escalation Cost	\$ 0.00
<b>TOTAL LOAN</b>	<b>\$1,357,155.00 at 2% interest</b>

Anticipated Substantial Completion Time **10 months**  
 Payback (with allowance) **10. years**

**Additional Loan Requirements:**

1.	Borrower shall provide a copy of the contract between Lake Dallas Independent School District and the Energy Service Company (ESCO) for construction and M&V Services.	Upon Contracting with ESCO
2.	Borrower shall submit an approved UAR prior to project commencement.	As Soon As UAR Completed
3.	Borrower shall submit an approved Sample Annual Savings Report.	Submit with approved UAR

4.	Borrower shall provide project administrative and financial data as requested.	As Requested
5.	Borrower shall provide maintenance program information as requested.	As Requested
6.	Borrower shall submit Annual Savings Reports with quarterly updates following construction completion and continuing through the contract loan period. The Annual Savings Reports shall be accompanied by a third-party review report for the term of the loan or for four years, whichever is shortest.	For the Term of the Loan
7.	Borrower shall have all projects, commissioning and close out completed.	On or Before 12/31/2011
8.	Borrower shall provide a Monthly Progress Report as provided in Attachment K, ARRA Reporting Requirements.	On or before the last day of each month

Comments: \_\_\_\_\_

- a) A description of the building/facility and individual ECM is contained in the engineering report which is incorporated herein by reference and included as a part of this Attachment A.
- b) No ECMs may be canceled after loan is granted without prior written Lender/Prime Recipient approval.
- c) ECM includes cost of detail engineering design, labor, and materials to implement retrofit.
- d) Cost of individual ECM projects may not exceed 120% of approved loan amount. Any individual variance exceeding this amount must be submitted in a change of scope and receive written approval from Lender/Prime Recipient.

**ATTACHMENT B**

**DOE SPECIAL TERMS AND CONDITIONS REQUIRED  
IN GRANT TO THE COMPTROLLER OF PUBLIC ACCOUNTS  
AND FLOW DOWN TO ARRA GRANTS AND COOPERATIVE AGREEMENTS**

**A. Site Visits.** DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipients must provide, and must require Subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**B. Decontamination and/or Decommissioning (D&D) Costs.** Notwithstanding any other provisions of this Agreement, the DOE or the Recipient shall not be responsible for or have any obligation to the Subrecipient for (i) D&D of any of the Subrecipient's facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

**SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER ARRA (May 2009)**

**A. Flow Down Requirement.** Subrecipient understands that Comptroller/Recipient is subject to the following provisions. Subrecipient shall cooperate with Comptroller/Recipient relevant to such compliance. Subrecipient must include these special terms and conditions in any subcontracts.

**B. Segregation of Costs.** Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

**C. Prohibition on Use of Funds.** None of the funds provided under this agreement derived from ARRA, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**D. Access to Records.** With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the Subrecipient or Subrecipient Subcontractor any of its Subcontractors or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the grant or subcontract; and

(2) to interview any officer or employee of the Subrecipient or Subrecipient Subcontractor agency regarding such transactions.

**E. Publication.** An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the Subrecipient or Subrecipient Subcontractor does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the Subrecipient or Subrecipient Subcontractor should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

#### Notice of Restriction on Disclosure and Use of Data

The data contained in pages - of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this Subrecipient or Subrecipient Subcontractor receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the Subrecipient or Subrecipient Subcontractor.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under Sections 552 and 552a of Title 5, United States Code.

**F. Protecting State and Local Government and Contractor Whistleblowers.** The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-federal employer receiving covered funds under the ARRA, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
  - a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA, [www.Recovery.gov](http://www.Recovery.gov), for

specific requirements of this section and prescribed language for the notices.).

### **G. Reserved**

**H. False Claims Act.** Recipient and Subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, Subrecipient Subcontractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**I. Information in Support of ARRA Reporting.** Subrecipient may be required to submit backup documentation for expenditures of funds under the ARRA including such items as timecards and invoices. Subrecipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

**J. Availability of Funds.** Funds obligated to this award are available for reimbursement of costs as provided in Exhibit G.

**L. Certifications.** With respect to funds made available to State or local governments for infrastructure investments under ARRA, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

## **REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF ARRA**

Recipients and their first-tier Subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

## **DOE ASSURANCE OF COMPLIANCE, NON DISCRIMINATION IN STATE ASSISTED PROGRAMS**

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance from the Department of Energy.

**Applicability and Period of Obligation.** In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to Subrecipient by the Department of Energy, this assurance obligates Subrecipient for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates Subrecipient for the period during which it retains ownership or possession of the

property. In all other cases, this assurance obligates Subrecipient for the period during which the Federal assistance is extended to Subrecipient by the Department of Energy.

**Employment Practices.** Where a primary objective of the Federal assistance is to provide employment or where Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

**Subrecipient Assurance.** Subrecipient shall require any individual, organization, or other entity with which it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, Subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and Subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records.** Subrecipient agrees to compile and maintain information pertaining to programs or activities developed as a result of Subrecipient's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by Subrecipients with laws cited in the first paragraph of this assurance.

Subrecipient agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Subrecipient from the use of Federal funds extended by the Department of Energy. Facilities of Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to Subrecipients by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Subrecipient, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of Subrecipient.

**Subrecipient Certification.** Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to Subrecipient upon written request to DOE.)

**RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING CONTRACTORS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and response of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each Contractor, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to Contractors shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their Contractors to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor Contractor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

As the duly authorized representative of the Contractor, I hereby certify that Contractor will comply with the above requirements.

**BORROWER/SUBRECIPIENT:**

By: \_\_\_\_\_  
Wes Eversole  
Deputy Superintendent, CFO

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

**ATTACHMENT B-1**

DOE F 1600.5  
(06-94)  
All Other Editions Are Obsolete

OMB Control No.  
1910-0400

**U.S. DEPARTMENT OF ENERGY**  
**Assurance of Compliance**  
**Nondiscrimination in State Assisted Programs**  
**OMB Burden Disclosure Statement**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Lake Dallas Independent School District (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

**Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

**Employment Practices**

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

**Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with which it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records**

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

**Applicant Certification**

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

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**Designated Responsible Employee**

Wes Eversole, Deputy Superintendent/CFO \_\_\_\_\_

**Name and Title (Printed or Typed)**

(940)497-4039 \_\_\_\_\_

**Telephone Number**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Lake Dallas Independent School District \_\_\_\_\_

315 E. Hundley Drive, P.O. Box 548 \_\_\_\_\_

Lake Dallas, Texas 75065 \_\_\_\_\_

**Telephone Number**

**Address**

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**Authorized Official:**

Wes Eversole, Deputy Superintendent, CFO \_\_\_\_\_

**Name and Title (Printed or Typed)**

\_\_\_\_\_  
**Telephone Number**

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**Signature**

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**Date**



**ATTACHMENT B-2**

DOE F 1600.5  
(06-94)  
All Other Editions Are Obsolete

OMB Control No.  
1910-0400

**U.S. DEPARTMENT OF ENERGY  
Assurance of Compliance  
Nondiscrimination in State Assisted Programs**

**OMB Burden Disclosure Statement**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

\_\_\_\_\_ (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

**Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

**Employment Practices**

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

**Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with which it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records**

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not

limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

**Applicant Certification**

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

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**Designated Responsible Employee**

\_\_\_\_\_  
**Name and Title (Printed or Typed)**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

---

**Contractor**

\_\_\_\_\_  
**Name of Organization**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Address**

---

**Authorized Official:**

\_\_\_\_\_  
**Name and Title (Printed or Typed)**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**ATTACHMENT C**  
**Certification Regarding Debarment, Suspension, Ineligibility,**  
**and Voluntary Exclusion-Lower Tier Covered Transactions**

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this application is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "application," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this application is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - (1) The prospective lower tier participant certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

**Lake Dallas Independent School District**  
 \_\_\_\_\_  
 Organization Name

**Wes Eversole, Deputy Superintendent, CFO**  
 \_\_\_\_\_  
 Name and Title of Authorized Representative

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**ATTACHMENT D**  
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER**  
**RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

## 1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering

into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**3. DRUG-FREE WORKPLACE**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

***ALTERNATE 1 (SUB-RECIPIENTS OTHER THAN INDIVIDUALS)***

- (1) The Sub-recipient certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-recipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Sub-recipient’s policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place

- not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 9f 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The Sub-recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:

(Street address, city, county, state, zip code)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check if there are workplaces on file that are not identified here.

**ALTERNATE II (SUB-RECIPIENTS WHO ARE INDIVIDUALS)**

- (1) The Sub-recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during

**4. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT**

Applicant organization which are described in section 501 (c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

*Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated persons or person in a particular municipality, and the net earnings of which are devoted exclusively to charitable, educational, or recreational purposes.*

the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended [“Simpson-Craig Amendment,” see Section 129 of The Balanced Budget Down payment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986: OR that it IS an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

*As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.*

**Lake Dallas Independent School District**

Name of Applicant

Pre/Award Number and/or Project Name

**Wes Eversole, Deputy Superintendent, CFO**

Printed Name and Title of Authorized Representative

Signature

Date

**ATTACHMENT E  
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: _____</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post award</p>	<p>3. Report Type: _____</p> <p>a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Name _____</p> <p>Address _____</p> <p>_____ Prime _____ Subawardee</p> <p>Tier, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____</p>
<p>6. Federal Department/Agency: _____</p>	<p>7. Federal Program Name/Description CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, If known: _____</p>	<p>9. Award Amount, if known: _____</p>	
<p>10.a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>10.b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI): _____</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ _____ actual</p> <p>_____ planned</p>	<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind; specify: nature _____</p> <p>value _____</p>	
<p>13. Type of Payment (check all that apply):</p> <p>_____ a. retainer _____ c. commission _____ e. deferred</p> <p>_____ b. one-time fee _____ d. contingent fee _____ f. other; specify _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: _____</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</p>	<p><b>Authorized Representative:</b> <u>Wes Eversole</u></p> <p><b>Title:</b> <u>Deputy Superintendent, CFO</u></p> <p><b>Signature:</b> _____</p> <p><b>Telephone:</b> _____</p> <p><b>Date:</b> _____</p>	

**ATTACHMENT F**  
**National Policy Assurances to be Incorporated as Award Terms**  
**(Version August 2008)**

- To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.
- The term “You” refers to Subrecipients and subcontractors of Subrecipients.
- The term “We” or “Us” refers to the Department of Energy and the Comptroller of Public Accounts.

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

**I. Nondiscrimination Policies**

You must comply with applicable provisions of the following national policies prohibiting discrimination:

- 1 On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
- 2 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
- 3 On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
- 4 On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
- 5 On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
- 6 On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

**II. Environmental Policies**

You must:

- 1 Comply with applicable provisions of the Clean Air Act (42 U.S.C.740 I, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR,1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.
- 2 Immediately identify to us, as the awarding agency, any potential impact that you find this award may have on:
  - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NIEPA, as implemented by DOE at 10 CFR part 1021.
  - b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
  - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).
  - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes’ shores, and provide help we may need to comply with the Coastal Bathers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.
  - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to

comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).

3 Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

4 Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

### III. Live Organisms

1 **Human research subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.

#### 2 **Animals and plants.**

a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966(7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.

b. You must follow the guidelines in the National Academy of Sciences(NAS) Publication “Guide for the Care and Use of Laboratory Animals”(1996, which may be found currently at <http://www.nap.edu/readingroom/books/labrats/>) and comply with the Public Health Service Policy and Government principles Regarding the Care and use of animals (included as Appendix D to the NAS Guide).

c. You must immediately identify to us, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended (“the Act,” 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

### IV. Other National Policies

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

#### 3. **Lobbying.**

a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.

b. If you are a nonprofit organization described in section 501(c)(4)of title 26, United States Code (the Internal Revenue Code of 1968),you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminates the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting fluids under this agreement, you assure that you are not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).

c. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41U.S.C. 22.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.**

a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a of this section shall be furnished to both our award administrator (through you in the case of your contractor’s bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6,2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

10. **Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC).**

a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216, on:

- i. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units; or
- ii. Military recruiters’ access to campuses, students on campuses, or information about students.

b. If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:

- i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and
- ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. **Historic preservation.** You must identify to us any:

a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and

provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.).

**12. Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970(42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**13. Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

**14. Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111(36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17<sup>th</sup> during that year for the students served by the educational institution.

#### 15. Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect;

or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a. 1 of this award term;

or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.i. of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 901.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. 1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

**LOAN #** \_\_\_\_\_

**CFDA Number 81.041**

**Federal Award Number: DE-EE0000116**

(Non-procurement),” as implemented by our agency at 2 CFR part 901.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1. of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 orb. of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TWA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a. 1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing **or** matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TWA, as amended (22 U.S.C. 7102).

**V. National Policy Requirements for Subawards.**

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Sections I through IV of this document that apply, based on the type of subawardee organization and situation.

As the duly authorized representative of the Subrecipient, I hereby certify that Subrecipient will comply with the above requirements.

\_\_\_\_\_  
SUBRECIPIENT:

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

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

**As the duly authorized representative of the Subcontractor, I hereby certify that Subcontractor will comply with the above requirements.**

\_\_\_\_\_

**ATTACHMENT G**  
**Intellectual Property Provisions**

**AUTHORIZATION AND CONSENT (41 CFR 9-9.102-1)**

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this grant or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts hereunder), of any invention described in and covered by a patent of the United States.

- (a) embodied in the structure or composition of any article, the delivery of which is accepted by the Government under this grant, or
- (b) utilized in the machinery, tools, or methods, the use of which necessarily results from compliance by the Subrecipient or the using subcontractor with
  - (i) specifications or written provisions now or hereafter forming a part of this grant, or
  - (ii) specific written instructions given by the Contracting Officer directing the manner of performance.

The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this grant or any subcontract hereunder (including all lower-tier subcontracts hereunder), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

**PATENT INDEMNITY (41 CFR 9-9.103-1)**

If the amount of this contract is in excess of \$10,000 the contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent (except U.S. letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to: (a) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor; (b) an infringement resulting from addition to or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the contractor; or (c) a claimed infringement which is settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

**NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (41 CFR 9-9.104(b))**

The provisions of this clause shall be applicable only if the amount of this grant exceeds \$10,000.

- (a) The Subrecipient shall report to the Contracting Officer, promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this grant of which the Subrecipient has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Subrecipient shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Subrecipient pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Subrecipient has agreed to indemnify the Government.

- (c) This clause shall be included in all contracts and subgrants under this grant.

#### **REPORTING OF ROYALTIES (41 CFR 9-9.110)**

If this grant is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Subrecipient agrees to report in writing to the Patent Counsel (with notification by Patent

Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

#### **RIGHTS IN TECHNICAL DATA (SHORT FORM)**

- (a) Definitions. The definitions of terms set forth in DEAR 927.401 apply to the extent these terms are used herein.
- (b) Allocation of Rights.
- (1) The Government shall have:
    - (i) Unlimited rights in technical data first produced or specifically used in the performance of this grant;
    - (ii) The right of the Contracting Officer or his representatives to inspect, at all reasonable times up to three years after final payment under this grant, all technical data first produced or specifically used in the grant (for which inspection the Subrecipient or its contractor or Subrecipient shall afford proper facilities to DOE); and
    - (iii) The right to have any technical data first produced or specifically used in the performance of this grant delivered to the Government as the Contracting Officer may from time-to-time direct during the progress of the work, or in any event as the Contracting Officer shall direct upon completion or termination of this grant.
  - (2) The Subrecipient shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this grant, technical data it first produces in the performance of this grant provided the date requirements of this grant have been met as of the date of the private use of such data. The Subrecipient agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Subrecipient shall treat such data in accordance with any restrictive legend contained thereon, unless use is specially authorized by prior written approval of the Contracting Officer.
- (c) Copyrighted Material.
- (1) The Subrecipient agrees to, and does hereby grant to the Government, and to others acting on its behalf:
    - (i) A royalty-free, nonexclusive, irrevocable, worldwide license for Governmental purposes to reproduce, distribute, display, and perform all copyrighted material first produced or composed in the performance of this grant by the Subrecipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material and to prepare derivative works based thereon; and
    - (ii) A license as aforesaid under any and all copyrighted or copyrighted work not first produced or composed by the Subrecipient in the performance of this grant but which is incorporated in the material furnished under the grant, provided that such license shall be only to the extent the Subrecipient now has, or prior to completion or close-out of the grant, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

- (2) The Subrecipient agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this grant without a license as provided for in subparagraph (c)

(1) (ii) of this section, or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted material.

**RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)**

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

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**Lake Dallas Independent School District**

**Organization Name**

**Wes Eversole, Deputy Superintendent, CFO**

**Name and Title of Authorized Representative**

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**Signature**

---

**Date**

**ATTACHMENT H**

**SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION**

Subrecipient, if subcontracting any of its performance hereunder, shall legally bind Subrecipients to perform and make such Subrecipients subject to all the duties, requirements, and obligations of Subrecipient under this Agreement. Subrecipient shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its Subrecipients to the extent permitted under the Constitution and laws of the State of Texas, as well as full compliance with all reporting requirements set forth in Attachment K of the Agreement.

Subrecipient represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its Subrecipients under this Agreement. In no event shall any provision of this Paragraph, including, but not limited to, the requirement that Subrecipient obtain the prior approval of Agency on Subrecipient's proposed subcontracts, be construed as relieving Subrecipient of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Subrecipient. Subrecipient shall, upon request, furnish Agency with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from the Comptroller, Subrecipient shall provide any and all documentation deemed necessary by the Comptroller to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the Subrecipient and the Subrecipient/Subrecipient, I hereby certify that Subrecipient and Subrecipient/Subrecipient will comply with the above requirements.

**BORROWER/SUBRECIPIENT:** \_\_\_\_\_

\_\_\_\_\_  
**SUB-SUBRECIPIENT**

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

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

**ATTACHMENT I-1**

**AMERICAN RECOVERY & REINVESTMENT ACT—BORROWER/SUBRECIPIENT AFFIDAVIT**

*This Affidavit must be signed and sworn (notarized)*

I, \_\_\_\_\_, an authorized representative of: \_\_\_\_\_, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the recipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from \_\_\_\_\_, a [state agency, institution of higher education, governmental entity, political subdivision, or other entity] (circle one).

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement’s meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor’s Office at (800) 892-8348. I further understand that I will require all Subrecipients with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

\_\_\_\_\_  
**Borrower/Subrecipient Name**

\_\_\_\_\_  
**Affiant Signature**

\_\_\_\_\_  
**Full Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**  
**Sworn and subscribed before me by the said**

\_\_\_\_\_  
**(Printed Name of Recipient’s Authorized Representative)**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Notary Public, State of Texas**

**Notary’s printed name:** \_\_\_\_\_ **My commission expires:** \_\_\_\_\_ **(Seal)**

**ATTACHMENT I-2**

**American Recovery & Reinvestment Act – Borrower/Subrecipient’s Contractor Affidavit**

***This Affidavit must be signed and sworn (notarized)***

I, \_\_\_\_\_, an authorized representative of: \_\_\_\_\_, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient Subcontractor and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a governmental entity [city or county] through CPA, a Texas state agency. I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another. I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement’s meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor’s Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

\_\_\_\_\_  
**Borrower/Subrecipient Name**

\_\_\_\_\_  
**Affiant Signature**

\_\_\_\_\_  
**Full Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Sworn and subscribed before me by the said**

\_\_\_\_\_  
**(Printed Name of Recipient’s Authorized Representative)**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Notary Public, State of Texas**

**Notary’s printed name:** \_\_\_\_\_ **My commission expires:** \_\_\_\_\_ (Seal)

**ATTACHMENT J  
NONDISCLOSURE AGREEMENT**

In consideration of the Comptroller retaining the services of Lake Dallas Independent School District, (Contractor) and because of the sensitivity of certain information which may come under the care and control of Contractor, both parties agree that all information regarding Comptroller, or gathered, produced, or derived from or accessed as a result of the Agreement (Confidential Information) must remain confidential subject to release only by written permission of Comptroller, and more specifically agree as follows:

1. The Confidential Information may be used by Contractor only to assist Contractor in connection with its engagement with Comptroller.
2. Contractor shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as independent contractor to Comptroller.
3. Contractor shall maintain the confidentiality of any and all deliverables resulting from the Agreement in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Confidential Information may not be copied or reproduced without Comptroller's written consent.
5. All Confidential materials made available to Contractor, including copies thereof, must be returned to Comptroller upon the first to occur of; (a) completion of the project, or (b) request by Comptroller.
6. The foregoing must not prohibit or limit Contractor use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Contractor of this agreement.
7. This agreement shall become effective as of the date Confidential Information is first made available to Contractor and must survive the Agreement and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Contractor shall entitle Comptroller to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether Comptroller elects to terminate the Agreement upon the breach hereof, Comptroller may require Contractor to pay to Comptroller the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to Comptroller in the event of a breach hereof by Contractor. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

Lake Dallas Independent School District

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

Title: Deputy Superintendent, CFO

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

**ATTACHMENT K**  
**ARRA REPORTING REQUIREMENTS**

Subrecipient shall submit to the Comptroller the following reports:

**I. INITIAL INFORMATION REPORT.** The Subrecipient shall submit the following information upon the execution of the Grant Agreement and return this report when the executed Grant Agreement is submitted to the Agency:

**A. Subrecipient Identification:**

1. Subrecipient name: Provide the following information for the Subrecipient;
  - a. the official name of the Subrecipient as it appears on the Grant Agreement and DUNS #;
  - b. the street address, city, and county of the official place of business;
  - c. City, County, and U.S. Postal Zip Code + four digits;
  - d. the URL designation or address of any official web site for the Subrecipient;
  - e. U.S. Congressional District;
  - f. the state senatorial district;
  - g. the state house district;
  - h. a copy of the minutes or resolution by which the Subrecipient approved the Grant agreement and designated an authorized representative for the Subrecipient;
  - i. the grant/award number assigned to the Subrecipient by the Agency;
  - j. the date the Grant Agreement was signed (mm/dd/yyyy); and
  - k. the performance period established in the Grant Agreement during which sponsorship begins and ends.
  
2. Authorized Representative: Provide the following information for the person designated by the Subrecipient to represent the Subrecipient in the performance of the Grant Agreement:
  - a. the name of the authorized representative and official title, if any;
  - b. the street address, city, and county of the primary business location;
  - c. City, County, and U.S. Postal Zip Code + four digits;
  - d. area code and telephone number; and
  - e. email address.
  
3. Key Personnel: Provide the following information for each employee or agent designated by the Subrecipient or the Authorized Representative that may assist or serve as a representative for the Subrecipient in the performance of the Grant Agreement:
  - a. the name of the key personnel and official title, if any;
  - b. primary role served for the Subrecipient with respect to the Grant;
  - c. the street address, city, and county of the primary business location;
  - d. City, County, and U.S. Postal Zip Code + four digits;
  - e. area code and telephone number; and
  - f. email address.
  
4. Five most highly compensated individuals: The information required in this subsection is ONLY required when the reporting entity (A) received 80 percent or more of its annual gross revenues in Federal awards the recipient in its preceding fiscal year, and (B) received \$ 25,000,000 or more in annual gross revenues from Federal awards; and (C) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC §6104]. If this subsection is applicable, the report shall include:
  - a. the names and total compensation for the five most highly compensated officers of the entity;
  - b. "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year of the following: Salary and bonus; Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R; Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees; Change in pension value. This is the change in present value of defined benefit and actuarial pension plans; Above-market earnings on deferred compensation which are not tax-qualified. Other compensation, for example, severance, termination payments, value of life insurance paid on behalf of the

**LOAN #** \_\_\_\_\_

**CFDA Number 81.041**

**Federal Award Number: DE-EE0000116**

employee, perquisites or property if the value for the executive exceeds \$10,000.

**5. Project Identification:**

a. **Project Name:** Provide the brief descriptive title of the project or activity as identified in the Grant Agreement.

b. **Primary Performance Location:** Provide physical location of primary place of performance by:

- i. street address,
- ii. City, County, and U.S. Postal Zip Code + four digits
- iii. U.S. Congressional District;
- iv. the state senatorial district; and
- v. the state house district;

c. **Project Objective:** A description of the overall purpose and expected outputs and outcomes or results of the Grant Agreement, including significant deliverables and, if appropriate, units of measure.

**II. MONTHLY REPORT.** On the last day of each calendar month, the Subrecipient shall submit an electronic performance report found at <https://fmx.cpa.state.tx.us/fmx/index.php> (click on SECO Stimulus Reporting Tool).

In order to access the reporting tool the Subrecipient must first receive a User ID from the SECO Stimulus Grant Manager. The web reporting tool will capture project status and Department of Energy and ARRA performance metrics, including jobs created and jobs retained.

All reporting must be completed through the web reporting system. In rare situations that the web reporting tool is not available or the subrecipient is unable to access the system, a faxed, scanned or emailed report will be acceptable upon notification and approval.

**III. FINAL REPORT.**

1. No later than 30 days prior to the grant ending date, the Subrecipient shall submit an electronic Final Report via the web reporting tool at <https://fmx.cpa.state.tx.us/fmx/index.php> (click on SECO Stimulus Reporting Tool) through the last day of the grant performance period. All reporting must be completed through the web reporting system. In rare situations that the web reporting tool is not available or the subrecipient is unable to access the system, a faxed, scanned or emailed report will be acceptable upon notification and approval.

2. Subrecipient is required to collect and report required project information from any of its vendors or subcontractors that are remitted any funds provided under this agreement.

3. Failure to comply with the requirements of this attachment may result in termination of the grant award and the Subrecipient being ineligible for future grants.

4. The form and substance of these reporting requirements may be amended by the Comptroller at any time.

As the duly authorized representative of the Subrecipient, I hereby certify that Subrecipient will comply with the above requirements.

**Lake Dallas Independent School District**

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

**Title: Deputy Superintendent, CFO**

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

**ATTACHMENT L**  
**CONSULTATION LIST**  
**FOR ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANTS &**  
**THE STATE ENERGY PLAN PROGRAMS**

The work items and undertakings listed herein qualify for assistance from the U.S. Department of Energy's (DOE) Energy Efficiency and Conservation Block Grants (EECBG) or the State Energy Plan (SEP) implemented by the Texas State Energy Conservation Office (SECO) of the Comptroller of Public Accounts (CPA). By memorandum dated August 28, 2009 (Attachment B), the DOE has delegated limited authority for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106), to CPA and SECO or its subrecipients for purposes of the EECBG program. This document, known as the Consultation List, shall assist the parties in carrying out the reviews and consultation between CPA or its subrecipients and the Texas Historical Commission (THC), acting as the Texas State Historic Preservation Officer (SHPO), for Section 106 compliance.

**TERMS OF USE**

Any work item in the EECBG or SEP program that is not addressed in this list shall be subject to THC consultation under Category B. This Consultation List applies only to projects funded through the EECBG or SEP programs as part of the DOE's Energy Efficiency and Renewable Energy Program (EERE), part of the American Recovery and Reinvestment Act (ARRA) and set to expire in 2012. The terms of this Consultation List shall then terminate unless otherwise agreed to by the THC and CPA. This Consultation List is for the exclusive use of CPA and the EECBG and SEP programs and shall not apply to any other federally-funded program. CPA is advised to document all points of its decision-making in order to demonstrate proper compliance with Section 106.

The following categories apply to any structure or building that is forty-five (45) years of age or older, that is listed in or eligible for listing in the National Register of Historic Places, that is located in a National Register listed or eligible historic district, or that is in a locally designated historic district. Please note that consultation with THC will be required for all State Archeological Landmarks designated under the Antiquities Code of Texas and all current and former county courthouses protected by Chapter 442.008 of the Texas Government Code. Ground-disturbing activity, regardless of the age of structures on the property, will also require consultation with THC in most cases.

**Category A No SHPO Consultation Required:**

THC as SHPO has concluded that the following work items do not meet the definition of undertaking since they do not have the potential to cause effects on historic properties per 36 CFR § 800.3(a) and thus *no historic properties will be affected* per 36 CFR § 800.4(d), **or** they have limited potential to affect historic properties per 36 CFR § 800.5 and will have *no adverse effect* upon historic properties if carried out as described. CPA and subrecipients are not required to consult further with THC for work in this category. CPA and its delegated entities are responsible for ensuring that work is carried out as described and for documenting their compliance.

**Building energy audits and retrofits:**

- Energy audits and feasibility studies.

**Heating, ventilation, and air conditioning (HVAC):**

- Routine maintenance or retrofits to existing mechanical equipment, provided there is no physical impact on the building;
- Replacement of existing mechanical equipment or installation of supplemental equipment, provided that exterior equipment is installed within the same footprint on the same pad, and interior equipment is installed within an existing mechanical closet;

- Upgrading existing facility and infrastructure-related pumps and motors, including those for HVAC systems, to variable-speed or premium efficiency standards;
- Sealing, restoring, or insulating HVAC ducts, provided that the ducts are not visible in occupied spaces of the building and access to the ducts does not require demolition of walls or ceilings in occupied spaces of the building; and
- Adding or replacing existing building controls systems including HVAC control systems and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors or carbon monoxide detectors (wired or non-wired).

#### Roofing:

- Installation of new roofing, including white roofs or cool roofs, on a flat-roofed building with a parapet, such that the roofing material is not visible from any public right-of-way.

#### Windows and doors:

- Weatherstripping around windows and doors; and
- Caulking around windows and doors, provided that the color of the sealant matches adjacent materials.

#### Lighting and appliances:

- Installation of compact fluorescent or LED bulbs in existing fixtures;
- Replacement of fluorescent bulbs, ballasts, and/or wiring in existing fixtures;
- Replacement of existing fluorescent fixtures with new fixtures, provided that the fixtures are not original to the building;
- Installation of motion/occupancy sensors for lighting control;
- Replacement of existing lighting in street lighting fixtures with high efficiency lighting; and
- Replacement of existing appliances with “EnergyStar”™ appliances.

#### Insulation:

- Attic insulation with proper ventilation, provided that insulation is fiberglass batt or loose fill only;
- Under-floor insulation in basements or crawl spaces, provided that insulation is fiberglass batt or loose fill only, and ventilation of crawl spaces;
- Exterior blown-in wall insulation where holes are not drilled through exterior wall material or decorative plasterwork on the interior, and result in no permanent visible alteration to the structure;
- Water heater tank and pipe insulation; and
- Radiant barriers in unoccupied attic spaces.

#### Water conservation:

- Water conservation measures, such as installation of low-flow faucets, toilets, showerheads, urinals, or distribution device controls, provided that plumbing fixtures to be replaced are not original to the building;
- Upgrading existing facility and infrastructure-related pumps and motors, including those water/wastewater facilities, to variable-speed or premium efficiency standards;
- Hot water tank replacement that does not require a visible new supply or venting; and
- Repairing plumbing systems in a manner that does not affect the interior or exterior of the building.

#### Electrical:

- Repairing or upgrading electrical systems in a manner that does not affect the interior or exterior of the building.

#### Ground-disturbing activity and site work:

- Repairing or replacing in-kind existing driveways, parking areas, and walkways with materials of similar appearance; and

- Excavating to gain access to existing underground utilities to repair or replace them, in a manner that does not disturb historic exterior building or landscape materials or features, and where all construction occurs within existing trenches.

**Category B SHPO Consultation Required:**

The following undertakings may affect historic properties per 36 CFR § 800.5 and will always require Section 106 review if they involve a structure that is forty-five (45) years of age or older, under the terms of Stipulation III (B) of this Agreement. Any work item or undertaking in the EECBG or SEP program that is not described in Category A or Category B of this Consultation List will also require THC review. **In addition, consultation with THC will be required for all State Archeological Landmarks designated under the Antiquities Code of Texas, all current and former county courthouses protected by Chapter 442.008 of the Texas Government Code, and most ground-disturbing activity, regardless of the age of structures on the property.**

**Building energy audits and retrofits:**

- Implementation of any energy audit recommendations that do not fall within the types of work described in Category A.

**Heating, ventilation, and air conditioning (HVAC):**

- Construction of new district heating and cooling systems;
- Construction of new combined heat and power systems, if construction requires ground disturbance;
- Installation of geothermal heating systems; and
- Installation of biomass thermal systems.

**Roofing:**

- Replacement of visible roofing materials; and
- Installation of green or sod roofs.

**Windows and doors:**

- Installation of window treatments such as awnings, solar deflection screens, double pane insulation, or solar film or glazing;
- Installation of storm windows or doors; and
- Replacement of windows or doors.

**Lighting and appliances:**

- Replacement of non-fluorescent light fixtures or replacement of fluorescent light fixtures not original to the building.

**Insulation:**

- Use of spray foam insulation products;
- Wall insulation that does not comply with the conditions described in Category A; and
- Roof insulation during roof replacement, especially exterior rigid insulation.

**Water conservation:**

- Replacement of original plumbing fixtures.

**Renewable energy technologies:**

- Solar photovoltaic systems;
- Solar hot water systems; and
- Wind turbines.

**Ground disturbing activity:**

- New construction or additions; and
- Trenching for utilities where work does not occur in an existing trench.

## **ACTION/DISCUSSION ITEMS**

Approve ordinances setting a tax rate for maintenance and operations and debt service for the 2010-11 school year

### **Presented for:**

Board Action  Report/Review Only \_\_\_\_\_

### **Supporting documents:**

None \_\_\_\_\_ Attached  Provided Later \_\_\_\_\_

### **Contact Person:**

Wes Eversole  
Deputy Superintendent/CFO  
[weversole@ldisd.net](mailto:weversole@ldisd.net)  
940-497-4039

### **Background Information:**

Included are ordinances for setting the tax rate for the 2010-11 school year. One ordinance includes a maintenance and operations tax rate of \$1.17 per \$100 valuation. The next ordinance includes a debt service tax rate of \$.50 per \$100 valuation. The total tax rate would be \$1.67 per \$100 valuation.

### **Recommendation**

To approve the ordinance setting a maintenance and operations tax rate of tax rate of \$1.17 per \$100 valuation and the ordinance setting the debt service tax rate of tax rate of \$.50 per \$100 valuation These ordinances must be approve separately. This would be the recommended language.

“I move to approve the ordinance setting the Maintenance and Operations (M&O) tax rate of \$1.17 per \$100 valuation for the 2010-11 school year.”

“I move to approve the ordinance setting the Interest and Sinking (I&S) tax rate of \$0.50 per \$100 valuation for the 2010-11 school year.”

A record vote must be taken.

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For: \_\_\_\_\_

Against: \_\_\_\_\_

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT**  
**ORDINANCE SETTING THE MAINTENANCE AND OPERATION**  
**TAX RATE**

September 20, 2010

On this date, we, the Board of Trustees of the Lake Dallas Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the school year 2010-11 a tax rate of \$1.17 for the purpose of maintenance and operation, to be assessed and collected by the duly specified assessor and collector.

IN CERTIFICATION THEREOF:

Signed:

\_\_\_\_\_  
President

Signed:

\_\_\_\_\_  
Secretary

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT**

**ORDINANCE SETTING THE DEBT SERVICE**

**TAX RATE**

September 20, 2010

On this date, we, the Board of Trustees of the Lake Dallas Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the school year 2010-2011 a tax rate of \$.50 for the purpose of payment of principal and interest on debts, to be assessed and collected by the duly specified assessor and collector.

IN CERTIFICATION THEREOF:

Signed:

\_\_\_\_\_  
President

Signed:

\_\_\_\_\_  
Secretary

# REPORTS/INFORMATION/REVIEW ITEMS

**Presented for:**

Board action \_\_\_\_\_ Report/Review Only \_\_\_\_\_ X \_\_\_\_\_

**Supporting documents:**

None \_\_\_\_\_ Attached \_\_\_\_\_ X \_\_\_\_\_ Provided Later \_\_\_\_\_

**Contact Person:**

Marci Malcom  
Assistant Superintendent of Curriculum/Instruction  
940-497-4039  
[mmalcom@ldisd.net](mailto:mmalcom@ldisd.net)

**Background Information:**

Yearly Labor Day Enrollment Comparison

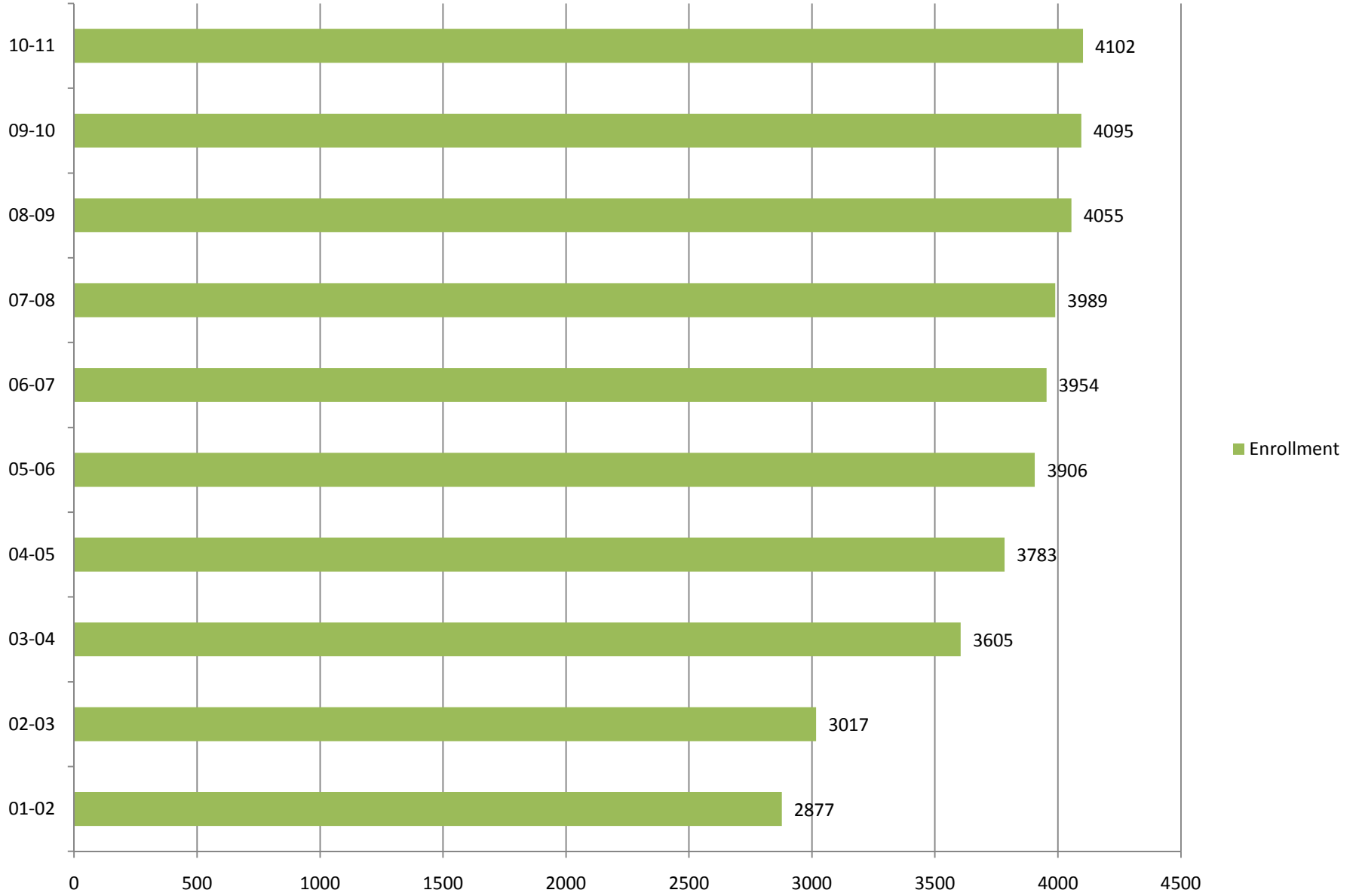
**Fiscal Implications:**

N/A

**Administrative Recommendation:**

Review only  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# 2001 - 2010 LDISD Enrollment



Preliminary 1988-2010 ENROLLMENT COMPARISONS

	88-89	89-90	90-91	91-92	92-93	93-94	94-95	95-96	96-97	97-98	98-99	99-00	00-01	01-02	02-03	03-04	04-05	05-06	06-07	07-08	08-09	09-10	10-11
PK							30	29	34	33	23	22	18	24	32	45	32	32	45	51	60		
SC/ELC							7	12	5	4	4	4	3	0	0	0	0	0	0	0	0	0	
EC/PPCD	6	6	7	4	7	13	7	0	10	12	11	12	18	0	9	9	4	10	16	0	0		
K	137	105	131	163	144	164	169	199	186	199	232	232	253	138	154	160	171	187	166	190	155		
T 1ST	13	9	8	11	11	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1ST	142	169	137	154	160	145	186	190	230	209	230	251	249	137	153	165	168	175	0	0	1		
2ND	0	0	0	123	159	158	174	184	196	239	226	242	263	0	0	0	0	0	0	0	0		
LDP TOTAL	298	289	283	455	481	489	573	614	661	696	726	763	804	299	348	379	375	404	227	241	216		
PK																						35	42
EE																						5	6
PPCD																							
K																						129	103
1st																						112	129
2ND	110	132	163	0	0	0	0	0	0	0	0	0	0	143	138	152	160	160				111	96
3RD	136	126	155	172	128	165	164	185	201	217	251	240	281	137	152	149	169	162				96	120
4TH	135	125	121	158	169	126	180	170	198	225	236	262	240	168	135	169	153	177				107	108
5TH	101	145	132	127	162	158	134	204	185	220	0	0	0	0	0	0	0	0				121	107
6th	0	0	0	155	124	0	0	0	0	0	0	0	0	0	0	0	0	0				0	0
LDE Total	482	528	571	612	583	449	478	559	584	662	487	502	521	448	425	470	482	500				716	711
ELC																				4	25	5	7
PPCD																					15	21	16
Bridging																						8	
Structured																						5	
ALE																						4	
PK																						20	33
K																						61	94
1st																				0	0	0	
2ND																				207	169	196	74
3RD																				193	192	171	91
4TH																				164	195	200	83
5TH																				175	166	207	82
6TH																				0	0	0	88
SSE TOTAL																				743	747	794	544
Bridging																							
ALE																							
EC/PPCD																							
SC/PLC																							
K																							
1ST																							
2ND																							
3RD																							
4TH																							
5th																							
CE TOTAL																							
5TH	0	0	0	0	0	0	0	0	0	0	226	269	281	257	282	278	286	297	300	320	318		
6TH	0	0	0	0	0	0	0	0	0	0	226	248	276	285	260	288	271	0	0	0	0		
INT TOTAL	0	0	0	0	0	0	0	0	0	0	452	517	557	542	542	566	557	297	300	320	318		
6TH	115	110	142	0	0	168	166	165	200	205	0	0	0	0	0	0	0	292	302	305	330	326	347
7TH	121	125	105	139	163	132	182	177	178	211	229	243	270	272	289	276	321	293	290	308	307	317	327
8TH	131	114	112	123	138	172	137	193	181	193	230	220	235	280	281	299	286	324	297	282	301	305	334
MS TOTAL	367	349	359	262	301	472	485	535	559	609	459	463	505	552	570	575	607	909	889	895	939	948	1008
9TH	115	147	136	116	125	159	168	178	211	208	224	226	258	271	285	312	321	316	390	340	317	337	328
10TH	110	95	128	122	103	111	128	150	139	198	201	193	209	214	228	244	279	269	256	304	268	283	319
11TH	80	92	86	121	120	100	97	188	129	143	181	196	193	205	210	227	246	246	249	274	332	293	278
12TH	70	72	91	83	103	98	75	88	113	133	129	165	162	175	181	190	212	227	204	212	232	277	270
JJAEP																							
HS TOTAL	375	406	441	442	451	468	468	534	592	682	735	780	822	865	904	973	1058	1058	1099	1134	1149	1191	1195
DISTRICT TOTAL	1522	1572	1654	1771	1816	1878	2004	2242	2396	2649	2859	3025	3209	2877	3017	3605	3783	3906	3954	3989	4055	4095	4102

# REPORT/INFORMATION/REVIEW ITEMS

## Lake Dallas ISD Campus Events

### Presented for:

Board action \_\_\_\_\_ Report/Review Only  X

### Supporting documents:

None  X  Attached \_\_\_\_\_ Provided Later \_\_\_\_\_

### Contact Person:

Gayle Stinson  
Superintendent  
gstinson@ldisd.net  
940-497-4039

### Background Information:

The following is the link to Lake Dallas ISD Campus Events Calendar.

<http://ldisd.intand.com>