

Agenda of Regular Action Meeting

The Board of Trustees Dickinson Independent School District

A Regular Action Meeting of the Board of Trustees of Dickinson Independent School District will be held January 10, 2023, beginning at 6:30 PM in the Education Support Center, 2218 FM 517, Dickinson, TX 77539.

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

During the course of this meeting the Board of Trustees may determine that a closed meeting of the Board of Trustees is required, to discuss the items set forth below. Such closed meeting is authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The closed meeting will be held by the School Board at the date, hour and place indicated in this Notice/Agenda or as soon after the commencement of the meeting covered by this Notice/ Agenda as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to, the sections and purposes covered by the following sections of the Texas Government Code: 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, 551.084. Should any final action, decision or vote be required with regard to any matter considered in closed session, the final action, decision or vote shall be in the open meeting, or at a subsequent public meeting, with notice.

1. Roll Call, Establish Quorum, Welcome Visitors
2. Pledge of Allegiance to the American and Texas Flags
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3. Recognitions
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• November 10, 2022 Minutes	
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• Donation to JSES-Delaine Mast	
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• Donation to DHS FFA-McRee Ford	
18. Adjournment	

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on Friday, January 6, 2023 at or before 4:30 p.m.

DISD complies with Title II and will make efforts to ensure that board meetings are accessible to qualified individuals with disabilities by furnishing appropriate auxiliary aids and services and making reasonable accommodations. Contact the Asst. Supt. for Administration at (281) 229-6024 should you need accessibility.



Carla Voelkel

Superintendent of Schools

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA ITEM

Meeting Date: January 10, 2023

Item Title: Big Impact Award

Agenda Item: Kimberly Rich

Background Information:

The Big Impact Award is an employee recognition award given once per month to individuals who make an impact by going above and beyond the call of duty. Honorees are nominated by peers, supervisors, or community members.

Big Impact Award Honorees exemplify the following attributes:

1. Provide outstanding service to others
2. Assist others beyond normal expectations
3. Create a positive impression of their department
4. Sacrifice their time and energy for the "Gator" good
5. Act with honesty and integrity at all times

Williamson, Ann-Marie, Principal's Secretary, Bay Colony Elementary School

- Ann-Marie goes above and beyond daily. She is the campus secretary, yet she covers cafeteria duty every day. She covers classes if necessary. She responds to any kind of concern or complaint on the campus. She has been known to remove snakes, and other animals from the campus or playground. She makes all necessary work orders immediately upon learning about any safety issues to keep our campus safe. We have had problems with parking in the parking lot during school evening events. She volunteered to monitor the parking lot to keep the traffic flow and parking under control during Open House. Parents commented to me that they appreciated her helping in the parking lot and that parking was easier during our most recent Open House. Ann Marie goes out of her way to make Bay Colony a better place to be daily.
- Ann-Marie Williamson is Secretary to the Principal at Bay Colony Elementary. You will not always find her sitting behind her desk. When she is not doing her job, she is helping anywhere she is needed to make Bay Colony Elementary school run smooth. Ann-Marie is always positive and smiling. You will see her every morning helping kids at drop off, making sure the first thing they see when they get to school is a smiling face and someone who truly cares about them and then again sending them home with a smile while calling buses at the end of day. Ann-Marie provides

outstanding service to all those around her from fixing the copy machine, making copies for others, lunch monitor, and behavior assistance. She also serves as an unlicensed diabetic care assistant and gives the nurse lunch breaks when needed, you name it she can and will do it. Ann-Marie is willing to help anyone and be where she is needed. She assists others beyond normal expectations. She is smart, organized, knowledgeable, competent. I'm sure if you asked anyone at Bay Colony or in DISD they would say Ann-Marie is the BEST.

Kimberly Loving, Principal's Secretary, Barber Middle School

- The literal glue to our school. We love you, K Love!
- Mrs. Loving is the glue that holds our amazing school together. She always goes above and beyond making our school function smoothly from gathering materials that we always need for our classrooms, making our substitute teachers feel welcome, making announcements, helping us find coverage when we have an emergency and can't be in our classrooms, making sure our pay is correct, setting up treats and goodies in the lounge when it's national cookie day, brownie day, etc.
- Kimberly is an exceptional friend, employee, and mentor! She is always willing to go out her way and help her peers with no hesitation. She goes that extra mile to make sure everything and everyone is taken care of for the day. Her personality makes everyone feel welcome in our campus and I truly enjoy working with her at BMS.

Diana Medina, Principal's Secretary, San Leon Elementary School

- Diana Medina is the secretary to the principal at San Leon Elementary School. She has been with the district since 1998, as a substitute, instructional paraprofessional, and a clerical paraprofessional. Her dedication to DISD and the community of San Leon is unwavering. She is the calm during a storm. Her infectious smile and soothing demeanor immediately relaxes and welcomes all who encounter her. She is truly a blessing! SLES would not be able to function without her.
- Mrs. Medina has worked so hard this beginning of the school year to help with the change of administration and have the school ready.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA ITEM

Meeting Date: January 10, 2023

Item Title: Gulf Coast CTE Association awards

Agenda Item: Tammy Dowdy

Background Information:

Exciting things are happening in Dickinson ISD Career and Technical Education programs, and the success of these programs was recognized in December when the Gulf Coast Career and Technical Education Association honored three Dickinson ISD employees.

Dr. Melissa Everett

Director of Career and Technical Education

Dr. Everett received the Administrator of the Year award from the Gulf Coast Career and Technical Education organization. She will now participate in the interview round at the Career and Technology Association of Texas winter conference in January to compete for the state award. The Administrator of the Year award recognizes an administrative career and technical education professional at a school, district, county, state, or federal level who has demonstrated leadership ensuring teacher and student success and has made significant contributions toward innovative, unique, and effective career and technical education programs.

Everett's nomination for the Gulf Coast award reads, "Over the years, Melissa has brought Dickinson ISD's CTE Department into some of the most up and coming areas such as Dental Science and most recently Imaging Technology. Melissa has helped Dickinson ISD grow in more ways than one, and her expertise has helped guide them forward into the future by providing students with an array of CTE program opportunities. Melissa represents the Gulf Coast CTE Association (Region 4) in multiple leadership roles serving on the Career & Technical Association of Texas (CTAT) Board of Directors and most recently was invited to serve on the Texas Education Agency (TEA) Career & Technical Education (CTE) Leadership Committee where she continues to fight for what CTE stands for."

Dr. Angie Estes

former DHS Lead Counselor and now DISD Coordinator of Data Quality/Student Information System

Dr. Estes was nominated as Gulf Coast Career and Technical Education Association 2022 Counseling and Career Development Professional Award. She will also move on to interview for the state award in January. Her award recognizes school counselors and career development professionals who have demonstrated commitment to connecting students with opportunities for success, shown innovation in career exploration and development, and have advocated for CTE as a viable option for all students.

The person nominating her said, "Dr. Angie Estes, the lead counselor at Dickinson High School, has demonstrated commitment to connecting students with opportunities for success by providing multiple avenues of informing students about each of our CTE Programs of Study (POS). She also ensures all counselors have updated data regarding coherent sequence and certification attainment linked to CCMR. Dr. Estes regularly meets with the CTE director to work through program changes such as retention phasing out a traditional

welding program to Ag Mechanics due to retention barriers. Angie regularly provides insight from her 20 years as a counselor to ensure the CTE director makes informed program decisions as the district experiences growing pains. Dr. Estes has served in her position for many years and continues to be an advocate of CTE and innovative programs; she was instrumental in guiding the logistics of our new imaging program which is slated for the 2023-2024 school year."

Kristi Pulkinen

Health Science Instructor at Dickinson High School

Pulkinen was nominated for the Gulf Coast Career and Technical Association 2022 Teacher of the Year. This award recognizes the finest career and technical teachers at the middle/secondary school level who have demonstrated innovation in the classroom, commitment to their students and dedication to the improvement of CTE in their institutions and communities.

Her nomination read, "Kristi Pulkinen has been instrumental in expanding Dickinson ISD's health science program from one teacher to seven instructors in her 20 years at the high school. She is committed to providing students with opportunities, such as advocations for clinical rotation locations at multiple hospitals as well as free-standing clinics and operating a high caliber Career and Technical Student Organization which encompasses leadership, competition, and community service opportunities. Mrs. Pulkinen's course and certification input has made a positive impact on the number of IBC certifications earned by students. In addition to increased IBCs, our health science program also has the highest number of completers. Her relentless mission to continuously improve the health science program at Dickinson High School continues as we embark in adding the Imaging Program of Study to our students in the fall of 2023."

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: January 10, 2023
Item Title: DHS Region Band
Agenda Item: Tammy Dowdy

Background Information:

The Dickinson High School Marching Band had a tremendous season this year for their show, “Cinematic.” The entertaining show featured several music pieces with a movie theme and many colorful props to complete the performance.

The band’s honors this year include:

U.S. Bands Showcase in Baytown – September 24, 2022

- First place out of seven schools competing in Group V
- Best in Visual, Music, Overall General Effect, Percussion and Colorguard

Galena Park Marching Band Festival – October 1, 2022

- First place in the UIL 6A division consisting of 16 competing bands
- Best in Music and Visual

UIL 6A Regional Marching Competition - October 15, 2022

- Division 1 rating for the 45th year in a row and qualified to advance to the UIL Area E contest

Gulf Coast Marching Festival in Clear Creek ISD – October 22, 2022

- First place in both the preliminary and finals competition
- Division 1 rating and Best in Music and Overall Effect

UIL 6A Area E Marching Competition – October 29, 2022

- Fifth place in the preliminary round out of 25 bands participating
- One of 10 bands advancing to the finals round
- Third place overall in the finals round
- One of the top five bands earning the opportunity to advance to the UIL 6A State Marching Competition in San Antonio.

UIL 6A State Marching Band Contest – November 7, 2022

- Placed 24th out of the 42 qualifying bands
- Finished in the top five out of all Houston area bands competing

Congratulations to our DHS Gator Band on their outstanding marching season and for advancing to the state contest for the first time since 2014. Representing the band at tonight’s board meeting are members of the Dickinson High School Gator Band leadership team including Drum Majors **Sydney Novelli, Kiersten Spaw and Cade Lacey**, and Band Directors **Trevor Braselton, Risa Hsu, Alex Hedden, Robert Wang and Todd Sommer**.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA ITEM

Meeting Date: January 10, 2023
Item Title: DHS Region Band
Agenda Item: Tammy Dowdy

Background Information:

Dickinson High School band students recently had the chance to audition for District and Region Band through the Texas Music Educators Association. Honorees include:

Region Orchestra

Nathan Velasco	3 rd Chair Bassoon
Samuel Sheffield	2 nd Chair Trumpet
Carlos Marquez	4 th Chair Percussion

Freshman Region Band

25 students earned spots, which is the most in our region

Jumeidha Reyna	10 th Chair Flute
Ella Morgan	3 rd Chair Oboe
Caroline Korenek	1 st Chair Eb Clarinet
Alex Duran	1 st Chair Bb Clarinet
Nayeli Jaramillo	7 th Chair Bb Clarinet
Elias Rodriguez	1 st Chair Bass Clarinet
Jazlynn Davis	4 th Chair Bass Clarinet
Luke Ryan	1 st Chair Contra-Bass Clarinet
Abigail Messina	2 nd Chair Bassoon
Alexandria Trevino	4 th Chair Bassoon
Cheyenne Heryford	1 st Chair Alto Saxophone
Jason Gregory	1 st Chair Tenor Saxophone
Trevor Seeley	1 st Chair Trumpet
Marco Romero	3 rd Chair Trumpet
Daniel Ontiveros	5 th Chair Trumpet
David Padilla	8 th Chair Trumpet
Brady Korenek	3 rd Chair French Horn
Cody Nguyen	4 th Chair French Horn
Allison Decker	9 th Chair French Horn
Fisher Palmer	7 th Chair Tenor Trombone
Jeremy Mixon	8 th Chair Tenor Trombone
Angelo Bigueras	1 st Chair Euphonium
Kaleb Stonum	2 nd Chair Percussion
Darren Stuart	5 th Chair Percussion
Collin Wilson	6 th Chair Percussion

All-District Band

Aaliyah Bigueras	Flute
Kiersten Spaw	Flute
Ella Morgan	Oboe
Caroline Korenek	Eb Clarinet
Viviana Perez	Bb Clarinet
Ytzel Bello Apolinar	Bb Clarinet
Cheyenne Heryord	Alto Saxophone
Sydney Novelli	Tenor Saxophone
William Spaw	Trumpet
Jacob Moseley	French Horn
Stephen Baeza	Tenor Trombone
Angelo Bigueras	Euphonium
Cole Lacey	Euphonium
German Rodriguez	Percussion

All-Region Band

Alex Duran	Bb Clarinet (qualified for Area)
Angel Hernandez	Bb Clarinet (qualified for Area)
Elias Rodriguez	Bass Clarinet
Azaria Green	Bass Clarinet
Luke Ryan	Contra Bass Clarinet
Nathan Velasco	Bassoon (qualified for Area)
Emily Korenek	Alto Saxophone
Jason Gregory	Tenor Saxophone
Daniel Renovato	Baritone Saxophone (qualified for Area)
Samuel Sheffield	Trumpet (Qualified for Area)
Trevor Seeley	Trumpet
Marco Romero	Trumpet
Ethan Stonum	Trumpet
Brady Korenek	French Horn
Morgan Maloney	French Horn
Carl Habashi	Tenor Trombone
Ethan Messina	Tenor Trombone
Justin McLaren	Tuba (qualified for Area)
Cade Lacey	Tuba
Carlos Marquez	Percussion (qualified for Area)
Jahir Blanco	Percussion
Devin Dunn	Percussion
Kaleb Stonum	Percussion
Collin Wilson	Percussion

The students are led by Band Directors **Trevor Braselton, Risa Hsu, Alex Hedden, Robert Wang** and **Todd Sommer**.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: January 10, 2023
Item Title: DHS Region Choir Students
Agenda Item: Tammy Dowdy

Background Information:

Dickinson High School had 20 students named to one of the All-Region Choirs, which is the largest number from DHS awarded in more than 10 years and five additional students over last year's honorees.

We would like to recognize the following students for their hard work in earning a place in the All-Region Choirs.

Region 17 Mixed Choir

Courrey Alexander
Tony Morataya
Isaac Cubias
Joseph Nguyen
Tristan Perez

Region 17 Treble Choir

Isabela Covington
Ashley Imul
Jordyn Pliske
Carissa Albarran

Region 17 Concert Choir

Zaida Hernandez
Nelly Bih
Adrian Lewis
Natalia Marin
Aiden Walker
Chreston Perry
Zachary Matherne
Kristen Templeton
Emily Hughes
Jennifer Ixcoy
Zya Williams

The Dickinson High School Choir program is led by Head Choral Director **Zachary Foster**.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: January 10, 2023
Item Title: DHS Varsity Football Post-Season honors
Agenda Item: Tammy Dowdy

Background Information:

The Dickinson High School Varsity Football Team had an impressive season and advanced to the second round of playoffs where they met up with defending state champion North Shore High School. The Gators fought hard keeping the score very close during the first half of the game but came up short in the end with a 43-34 loss. Several players were recognized with post-season honors for their performances during the fall season through UIL District 24-6A.

Caleb Allen	Academic All-District
Ja’Marcus Anderson	Second Team Defense, Academic All-District
Brett Bacon	Academic All-District
Carl Berneathy	Academic All-District
Reginald Bethley	Academic All-District
Rodney Bimage, Jr.	Second Team Defense
Devin Caldwell	First Team Offense, Academic All-District
Victor Cortez	Honorable Mention Offense
Kallen Cram	Academic All-District
De’Rion Crooms	Second Team Offense, Academic All-District, Second Team Academic All-State
Douglas Eader	Academic All-District
Lance Eader	Academic All-District
Jabari Ellison	First Team Defense, Academic All-District, Second Team Academic All-State
Jontue Fears	Second Team Defense
Tre Ford	First Team Defense
Chance Gage	Academic All-District
Vernon Glover, Jr.	First Team Defense, Academic All-District
Christopher Gonzalez	Academic All-District
Keilan Green	Honorable Mention Offense
Rylie Hall	Second Team Offense

Marquis Johnson	First Team Offense, Academic All-District
Camryn Jones	Academic All-District
Kyle Kettner, Jr.	Second Team Defense, Academic All-District
William Levige	Academic All-District, Academic All-District
Zyon Little	Second Team Offense, Academic All-District
Jaycyn Mason	Academic All-District
Alex Mata	Academic All-District, Second Team Academic All-State
Malachi McNair	Academic All-District
La’Ron Nelson	Academic All-District
Layne Orchard	Academic All-District, Honorable Mention Academic All-State
Nick Peace	Honorable Mention Defense
Mason Peterson	Honorable Mention Offense, Academic All-District
Layden Roque	First Team Defense, Academic All-District, Second Team Academic All-State
Jonathon Sagastizado	Academic All-District
Diego Sanchez	Honorable Mention Defense, Academic All-District
Jeremiah Scoby	First Team Offense, Academic All-District
Deuce Solomon	Honorable Mention Offense, Academic All-District
Dallas Theus	Academic All-District
Tyler Thomas	Second Team Offense, Academic All-District
Kaleb Walker	First Team Defense, Academic All-District
Evan Wiltz	First Team Defense, Academic All-District

The DHS Varsity Football Team is led by Dickinson ISD Athletic Director and DHS Head Football Coach **John Snelson**. He is assisted by coaches **Johnny Sierra, Kevin Etchberger, Henry Coleman, Tate Gresham, Dustin Dyer, Eric Thompson, Quentin Marsh, Earl Ricicar, Rob Blankenship, Mark Crooms, Michael Boone, CJ Cavness, Shea Bolton, Teron Guidry, Cedric Mack, Kevin Mullenax, and Renaldo Revuelta.**

Dickinson Independent School District
Board Agenda Document

Meeting Date: January 10, 2023
Item Title: School Board Recognition Month
Agenda Information: Tammy Dowdy

Background Information:

Every January, school districts across Texas celebrate School Board Recognition Month. The goal of this celebration is to show our appreciation and build awareness of the crucial role an elected board of trustees plays in their local schools and communities. Trustees are extraordinary people who voluntarily tackle the enormous job of governing our schools. Their actions and decisions affect the present and future lives of our children.

The theme of this year’s School Board Recognition Month is “Forward Together.” Our Dickinson ISD school board members play a vital role in leading our growing district forward and providing our nearly 12,300 students and their families, as well as approximately 1,900 employees with the resources needed for them to be successful.

We urge all our citizens to recognize the invaluable contributions realized through the work of our Dickinson ISD Board of Trustees.

2022-2023 Dickinson ISD School Board Members:

President Corey Magliolo

Vice President Jessica Rodriguez

Secretary Veanna Veasey

Trustee Mary Anthamatten

Trustee Mike Mackey

Trustee Jeff Pittman

Trustee Fritzie Samford

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Item Title: Public Comment: Agenda Items

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening regarding agenda items per HB 2840. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Item Title: Open Forum

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received. Each will be limited to no more than three minutes. No one may begin addressing the Board thirty minutes from this time.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: January 10, 2023

Item Title: Facility Task Force Recommendation

Agenda Item: Carla Voelkel

Background Information:

The Dickinson ISD Facility Task Force has been meeting since the fall of 2022 and has a recommendation to present to the Board. Nathan Robinson, Kyle Jackson, Samantha Battleson, Robert Bragg, Kelly Trahan, and James Menotti will speak on behalf of the task force.

Recommendation:

Information only.

Action Item: _____ Yes √ No

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: January 10, 2023
Item Title: 2021-2022 Fiscal Year Audit
Agenda Item: Ryan Boone/Kelly Logsdon/Leslie Hudson

Background Information:

The CPA firm of Mays & Associates PLLC will present the audit report for the fiscal year ending August 31, 2022.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations, Executive Director of Business Operations and Executive Director of Payroll recommend approval of the 2021-2022 audit report as presented.

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote** _____

Annual Financial Compliance Report

for the year ended August 31, 2022

CONFIDENT LEARNERS
TODAY

CHANGE MAKERS
TOMORROW

GATORS
FOREVER

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**DICKINSON INDEPENDENT SCHOOL DISTRICT
ANNUAL FINANCIAL AND COMPLIANCE REPORT
FOR THE YEAR ENDED AUGUST 31, 2022**

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CERTIFICATE OF BOARD

Dickinson Independent School District
Name of School District

Galveston
County

084-901
County-District

We, the undersigned, certify that the attached annual financial and compliance reports of the above named school district were reviewed and X approved disapproved for the year ended August 31, 2022, at a meeting of the Board of Trustees of such school district on the 10th day of January, 2023.

Signature of Board Secretary

Signature of Board President

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FINANCIAL SECTION

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MAYS & ASSOCIATES PLLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
DICKINSON INDEPENDENT SCHOOL DISTRICT
Dickinson, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Dickinson Independent School District (the District), as of and for the year ended August 31, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of August 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatements, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and TRS pension and OPEB schedules on pages 8-15 and 61-70 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The schedules required by the Texas Education Agency and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

Board of Trustees
DICKINSON INDEPENDENT SCHOOL DISTRICT

In our opinion, the schedules required by the Texas Education Agency and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic, financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 6, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Mays & Associates, PLLC

Baytown, Texas
January 6, 2023

DICKINSON INDEPENDENT SCHOOL DISTRICT
Management's Discussion and Analysis
August 31, 2022

As administrators of the Dickinson Independent School District (District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended August 31, 2022.

Financial highlights

- The District's total liabilities and deferred inflows of resources exceeded its assets and deferred outflows of resources at the close of the most recent fiscal year by \$78,191,387 (*net position*).
- As of the close of the current fiscal year, the District's governmental funds reported combined ending fund balances of \$113,641,387, a decrease of \$41,083,019 in comparison with the prior year. The decrease in overall governmental fund balances was primarily due to the continued capital outlay expenditures in the Capital Project Fund of \$34,190,496, \$10,952,132 in excess expenditures over revenues in the general fund, offset by increases in the debt service and special revenue funds. Fund balance in the debt service fund increased by \$1,336,093.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$2,627,687 or 2% of total general fund expenditures; however, total general fund fund balance was \$38,119,881 or 31% of general fund expenditures.

Overview of the Financial Statements

Management's discussion and analysis is intended to serve as an introduction to the District's basic *financial statements*. The District's basic *financial statements* are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required supplementary information and other supplementary information in addition to the basic financial statements.

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the District's overall financial status.
- The remaining statements are *fund financial statements* that focus on individual parts of the government, reporting the District's operations in more detail than the government-wide statements. The *governmental funds* statements tell how *general government* services were financed in the *short-term* as well as what remains for future spending. *Proprietary fund* statements offer *short* and *long-term* financial information about the activities the government operates *like businesses*, such as the District's self-insurance workers' compensation program. *Fiduciary fund* statements provide information about the financial relationships in which the District acts solely as a *trustee or agent* for the benefit of others, to whom the resources in question belong.
- The financial statements also include *notes* that explain some of the information in the financial statements and provide more detailed data.

The basic financial statements are followed by a section of other *required supplementary information* that further explains and supports the information in the financial statements. The remainder of this overview section of *management's discussion and analysis* explains the structure and contents of each of the statements.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The Statement of Net Position includes all of the government's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Net position is one way to measure the District's financial health or position. Over time, increases or decreases in the District's net positions are indicators of whether financial health is improving or deteriorating, respectively. To fully assess the overall health of the District, however, non-financial factors need to be considered as well, such as changes in the District's average daily attendance, its property tax base and the condition of the District's facilities.

DICKINSON INDEPENDENT SCHOOL DISTRICT
Management's Discussion and Analysis
August 31, 2022

The Statement of Activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only affect cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused sick leave).

The government-wide financial statements of the District reflect the governmental activities which are principally supported by taxes and intergovernmental revenues. The governmental activities of the District include Instruction, Instructional Resources and Media Services, Curriculum and Instructional Staff Development, Instructional Leadership, School Leadership, Guidance, Counseling, and Evaluation Services, Social Work Services, Student (Pupil) Transportation, Food Services, Extracurricular Activities, General Administration, Facilities Maintenance and Operations, Security and Monitoring Services, Data Processing Services, Community Services, Interest on Long-term Debt, Bond Issuance Costs and Fees, Payments to Shared Services Arrangements, and Payments to Juvenile Justice Alternative Education Programs.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on the near-term inflows and outflows of spendable resources, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the government fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The District maintains individual governmental funds for general, special revenue, debt services, and capital projects funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, all of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual funds data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in the financial statements. The District adopts an annual appropriated budget for its general fund, debt service funds, and National School Breakfast and Lunch Program special revenue fund.

Proprietary Fund

The District maintains individual internal service funds for life insurance and workers' compensation insurance coverage. *Internal service funds*, one type of proprietary fund, are an accounting device used to accumulate and allocate costs internally among the District's various funds and functions. Because this service predominantly benefits governmental functions, it has been included within *governmental activities* in the government-wide financial statements.

Proprietary fund statements provide the same type of information as the government-wide financial statements, only in more detail. The internal service fund financial statements provide information for the life and workers' compensation insurance funds.

DICKINSON INDEPENDENT SCHOOL DISTRICT
Management's Discussion and Analysis
August 31, 2022

Fiduciary Fund

The District is the trustee, or fiduciary, for certain funds. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes. All of the District's fiduciary activities are reported in separate statements (Exhibits E-1 & E-2). We excluded these activities from the District's government-wide financial statements because the District cannot use these assets to finance its operations.

Fund Balance

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- *Nonspendable* – includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.
- *Restricted* – includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
- *Committed* – includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board.
- *Assigned* – includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed.
- *Unassigned* – includes the residual fund balance for amounts that have not been assigned to other funds or restricted, committed, or assigned to a specific purpose within the *general fund*.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information that further explains and supports the information in the financial statements. The required supplementary information relates to comparison of the original adopted budget, the final amended budget, and the actual amounts for the fiscal year. This is required supplementary information for the general fund and any major special revenue funds. The District did not have any major special revenue funds; therefore, only the general fund is presented as required supplementary information.

In addition, information related to the District's proportionate share of its net pension liability, net OPEB liability, and contributions to the Teacher Retirement System of Texas is also presented.

Other Information

The other supplementary information is presented immediately following the required supplementary information and includes schedules required by the Texas Education Agency.

DICKINSON INDEPENDENT SCHOOL DISTRICT
Management's Discussion and Analysis
August 31, 2022

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a District's financial position. In the case of the District, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by \$78,191,387 at the close of the most recent fiscal year.

The District's net position includes amounts invested in capital assets (e.g., land, building and improvements, furniture and equipment, construction in progress), less any outstanding related debt used to acquire those assets. The District uses these capital assets to provide services to students; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

COMPARATIVE SCHEDULE OF NET POSITION
August 31, 2022 and 2021

	Governmental Activities		Change
	2022	2021	2022-2021
Current and other assets	\$ 136,015,121	\$ 170,084,343	\$ (34,069,222)
Capital assets	267,936,348	246,388,074	21,548,274
Total assets	<u>403,951,469</u>	<u>416,472,417</u>	<u>(12,520,948)</u>
Deferred outflows of resources	<u>23,545,002</u>	<u>25,567,034</u>	<u>(2,022,032)</u>
Other liabilities	27,141,360	19,776,630	7,364,730
Long-term liabilities	435,156,289	466,089,407	(30,933,118)
Total liabilities	<u>462,297,649</u>	<u>485,866,037</u>	<u>(23,568,388)</u>
Deferred inflows of resources	<u>43,390,209</u>	<u>29,851,834</u>	<u>13,538,375</u>
Net position:			
Net Investment in Capital Assets	(62,802,165)	(62,453,889)	(348,276)
Restricted	19,701,164	14,905,219	4,795,945
Unrestricted	(35,090,386)	(26,129,750)	(8,960,636)
Total net position	<u>\$ (78,191,387)</u>	<u>\$ (73,678,420)</u>	<u>\$ (4,512,967)</u>

Net position is restricted for various purposes as follows:

Federal and state programs	\$ 4,774,805
Debt service	<u>14,929,359</u>
	<u>\$ 19,704,164</u>

Unrestricted net position, which can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements, amount to (\$35,090,386) at August 31, 2022. Unrestricted net position continues to reflect a deficit balance. Although the District reports a deficit, the deficit is primarily due to reporting the District's proportionate share of the net pension and OPEB liabilities. The District's liability is reported in governmental activities; however, the actual liability does not require the use of current resources at the fund level, which results in a timing difference since the pension and TRS-Care plans are funded on a pay-as-you-go basis. The District has made all contractually required contributions as noted in the required supplementary information and has sufficient fund balance to meet the District's ongoing obligations to students and creditors.

DICKINSON INDEPENDENT SCHOOL DISTRICT
Management's Discussion and Analysis
August 31, 2022

COMPARATIVE SCHEDULE OF CHANGES IN NET POSITION
August 31, 2022 and 2021

	Governmental Activities		Change
	2022	2021	2022-2021
Revenues			
Program revenues:			
Charge for services	\$ 2,120,964	\$ 1,758,342	\$ 362,622
Operating grants & contributions	22,565,579	22,993,227	(427,648)
General revenues:			
Property Taxes	74,767,149	65,792,054	8,975,095
State Aid - formula grants	52,534,966	59,345,468	(6,810,502)
Grants and contributions not restricted	3,106,906	3,697,882	(590,976)
Investment earnings	734,582	247,073	487,509
Other	1,348,034	732,105	615,929
Total revenues	<u>157,178,180</u>	<u>154,566,151</u>	<u>2,612,029</u>
Expenses:			
Instruction and related services	89,082,588	91,387,075	(2,304,487)
Instructional and school leadership	12,118,843	11,821,102	297,741
Support services - student	23,417,129	21,770,239	1,646,890
Administrative support services	3,445,040	4,221,817	(776,777)
Support services - non-student based	19,146,758	20,102,381	(955,623)
Ancillary services	682,617	588,163	94,454
Debt service	12,723,509	13,056,186	(332,677)
Intergovernmental charges	1,074,663	901,089	173,574
Total expenses	<u>161,691,147</u>	<u>163,848,052</u>	<u>(2,156,905)</u>
Increase (decrease) in net position	(4,512,967)	(9,281,901)	4,768,934
Net position, beginning	(73,678,420)	(64,396,519)	(9,281,901)
Prior Period Adjustment	-	-	-
Net position, ending	<u>\$ (78,191,387)</u>	<u>\$ (73,678,420)</u>	<u>\$ (4,512,967)</u>

Governmental Activities

The decrease in Net Position of \$4,512,967 results primarily from current year operations and the recognition of pension and OPEB liabilities and components related to GASBs 68 and 75. The primary objective of these Statements was to improve accounting and financial reporting by state and local governments.

Governments providing defined benefit pension plans and other post-employment benefits were required to recognize their long-term obligation for pension and OPEB benefits as a liability on their accrual-based, government-wide statement of net position. This provides citizens and other users of these financial reports with a clearer picture of the size and nature of the financial obligations to current and former employees. The Statement also enhances accountability and transparency through revised and new note disclosures and required supplementary information (RSI).

The implementation of these standards clearly depicts the government's financial position. While this information will, in some cases, give the appearance that a government is financially weaker than it was previously, the financial reality of the government's situation will not have changed. Reporting the net pension liability and net OPEB liability on the face of the financial statements will more clearly portray the government's financial status because the pension and OPEB liabilities will be placed on an equal footing with other long-term obligations.

DICKINSON INDEPENDENT SCHOOL DISTRICT
Management's Discussion and Analysis
August 31, 2022

At August 31, 2022, the District reported a net pension liability of \$17,620,876 for its proportionate share of TRS' net pension liability and a net OPEB liability of \$35,203,857 for its proportionate share of the District's Other Post-Employment benefits other than pensions. At August 31, 2021, the District's net pension liability and OPEB liability was \$36,627,717 and \$34,143,800, respectively.

Revenues are generated primarily from the following three sources: property taxes, state-aid formula grants, and operating grants and contributions. When combined (\$149,867,694), these represented 95% of total revenues. The remaining 5% is generated from charges for services, investment earnings, and miscellaneous revenues.

The primary functional expense of the District is instruction and related services, which represents 55% of total expenses. Support services – student (such as guidance, counseling and evaluation services, student transportation, food services, and extracurricular activities, etc.) represents 14% of total expenses, support services – non-student based (such as facilities maintenance and operations, etc.) represents 12% of total expenses, and the remaining individual functional categories of expenses are each less than 10% of total expenses.

Financial Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a District's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the District's governmental funds reported combined ending fund balances of \$113,641,387, a decrease of \$41,083,019 in comparison with prior year.

The general fund is the chief operating fund of the District. At the end of the current fiscal year, unassigned fund balance of the general fund was \$2,627,687, while total fund balance reached \$38,119,881. As a measure of the general fund's liquidity, it may be useful to compare unassigned, assigned, committed fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 2% of total general fund expenditures, while assigned fund balance represents 21%, committed fund balance represents 7%, and total fund balance represents 31% of that same amount. The fund balance of the District's general fund decreased by \$10,952,132 during the current fiscal year. Decrease in fund balance resulted from expenditures exceeding operating revenues.

The debt service fund has total fund balance of \$13,742,840, all of which is restricted for the payment of debt service. Overall, the District's debt service fund balance increased by \$1,336,093, despite the defeasance of its 2013 series bonds totaling \$1.9 million.

The capital projects fund has a total fund balance of \$55,902,561, all of which is restricted for authorized construction and technology projects/enhancements. The decrease in fund balance during the current year of \$34,190,496 was due to the continuation of various construction related projects and purchase of equipment.

General Fund Budgetary Highlights

The District adopted a deficit budget for fiscal year 2022. Differences between the original budget and the final amended budget of the general fund can be briefly summarized as follows:

	BUDGET	
	Original	Final
Total revenues	\$ 114,509,120	\$ 114,509,120
Total expenditures	(124,951,317)	(128,459,705)
Other sources and (uses)	5,000	5,000
Net change in fund balance	\$ (10,437,197)	\$ (13,945,585)

DICKINSON INDEPENDENT SCHOOL DISTRICT
Management's Discussion and Analysis
August 31, 2022

There were no significant budget amendments affecting total budgeted revenues. The increase in final budgeted expenditures resulted primarily from budget amendments to increase facilities acquisition and operations (\$1.2 million).

For fiscal year 2022, local and intermediate revenue sources fell below estimates by approximately \$450 thousand. State program revenues were less than District's estimates by approximately \$1 million. Federal revenues accounted for in the General Fund were less than the District's estimates by approximately \$276 thousand. Expenditures were less than budgetary estimates by approximately \$4.6 million as instruction and related services, facilities maintenances and operations, and other expenses were less than budgeted amounts. Overall, the general fund fund balance decreased by \$11 million, compared to its projected deficit of \$14 million.

Capital Assets

The District's investment in capital assets for its governmental type activities, as of August 31, 2022, amounts to \$267,939,348 (net of accumulated depreciation). This investment in capital assets includes land, construction in process, buildings and improvements, furniture and equipment, and library books and media. The total amount invested in capital assets for the current fiscal year was:

Capital Assets	2022
Land	\$ 16,816,988
Construction in progress	37,418,087
Buildings and improvements	395,932,715
Furniture and equipment	24,558,374
Library books and media	32,389
Total	474,758,553
Accumulated depreciation	(206,822,205)
Net capital assets	\$ 267,936,348

Additional information of the District's capital assets can be found in the notes to the financial statements.

Long-term Liabilities

At the end of the current fiscal year, the District had \$362,190,000 in bonded debt outstanding, a decrease of \$10,865,000 over the prior year. The District's bonds are sold with an "AAA" rating and are guaranteed through the Texas Permanent School Fund Guarantee Program or by a municipal bond insurance policy. The underlying rating of the bonds from Standard and Poor's is "A" and from Moody's Investors Service is "Aa3" for general obligation debt.

Changes in all long-term debt, for the year ended August 31, 2022, are as follows:

Outstanding 9/1/2021	Additions	Reductions	Outstanding 8/31/2022
\$ 373,055,000	\$ -	\$ (10,865,000)	\$ 362,190,000

State statutes limit the amount of general obligation debt a governmental entity may issue to 10% of its total assessed valuation. For the fiscal year ended August 31, 2022, the current debt limitation for the District is \$569,334,566. The District's outstanding debt of \$362,190,000 less the reserve for the retirement of the debt of \$13,742,840 totals \$348,447,160 leaving a legal debt margin of \$220,887,406. Additional information on the District's long-term liabilities can be found in the notes to the financial statements.

Economic Factors and Next Year's Budgets and Rates

- Appraised value used for the 2022-2023 budget preparation was increased by \$713 million, or 12.4% from the previous year. This increase was due to a property re-evaluation and an increase in construction of new homes.
- The Tax Rate for 2022-2023 is \$1.294 (\$.854 for M&O; \$.44 for I&S), the total tax rate was decreased by \$.018 due to a reduction in M&O.

DICKINSON INDEPENDENT SCHOOL DISTRICT
Management's Discussion and Analysis
August 31, 2022

- The 2022-2023 general fund operating budget projects spending \$11,185 per student.
- The District's 2022-2023 refined average daily attendance is expected to be 11,200.

Dickinson ISD is classified as a 6A district and has grown consistently for the past several years. The District received an 'above standard' rating under the new Financial Integrity Rating System of Texas.

The Board of Trustees sold \$94.2 million in bonds in 2021. The bond proceeds will be used to build a Junior High, transportation, technology and agricultural expansion and parking expansion at Hughes Rd. Elementary.

The tax rate did not increase due to the bond election.

The District is growing and several residential projects are being developed. Lago Mar, a subdivision with 5,000 to 7,500 residential units is under construction.

The Bay Colony subdivision continues to grow. Other subdivisions, on the west side of the District, have started building and include plans for approximately 550 new residential homes within the next five to seven years.

Restaurants, banks, department stores and businesses within the District continue to be constructed as the business community grows.

The Tuscan Lakes subdivision construction projects of new homes and additional apartments are adding to the growth of the District. More commercial building is in the planning stages for this area.

The District anticipates calling for a \$120 million bond election in May, 2023.

Request for Information

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the District's Business Office at Dickinson Independent School District, 2218 FM 517, Dickinson, Texas 77539.

DICKINSON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF NET POSITION
AUGUST 31, 2022

EXHIBIT A-1

Data Control Codes	Primary Government Governmental Activities
ASSETS	
1110 Cash and Cash Equivalents	\$ 96,613,835
1120 Current Investments	29,359,688
1220 Property Taxes - Delinquent	5,613,777
1230 Allowance for Uncollectible Taxes	(2,541,125)
1240 Due from Other Governments	5,613,918
1250 Accrued Interest	70,640
1267 Due from Fiduciary Funds	694
1290 Other Receivables, Net	237,455
1300 Inventories	950,826
1410 Prepayments	95,413
Capital Assets:	
1510 Land	16,816,988
1520 Buildings, Net	206,672,124
1530 Furniture and Equipment, Net	5,229,770
1560 Library Books and Media, Net	3,276
1580 Construction in Progress	39,214,190
1000 Total Assets	403,951,469
DEFERRED OUTFLOWS OF RESOURCES	
1701 Deferred Charge for Refunding	2,415,314
1705 Deferred Outflow Related to TRS Pension	11,333,911
1706 Deferred Outflow Related to TRS OPEB	9,795,777
1700 Total Deferred Outflows of Resources	23,545,002
LIABILITIES	
2110 Accounts Payable	7,713,670
2140 Accrued Interest	630,447
2160 Accrued Wages Payable	6,344,665
2180 Due to Other Governments	1,499
2200 Accrued Expenses	2,643,653
2300 Unearned Revenue	347,426
Noncurrent Liabilities:	
2501 Due Within One Year: Loans, Note, Leases, etc.	9,460,000
Due in More than One Year:	
2502 Bonds, Notes, Loans, Leases, etc.	382,331,556
2540 Net Pension Liability (District's Share)	17,620,876
2545 Net OPEB Liability (District's Share)	35,203,857
2000 Total Liabilities	462,297,649
DEFERRED INFLOWS OF RESOURCES	
2605 Deferred Inflow Related to TRS Pension	18,904,116
2606 Deferred Inflow Related to TRS OPEB	24,486,093
2600 Total Deferred Inflows of Resources	43,390,209
NET POSITION	
3200 Net Investment in Capital Assets and Right-to-Use Lease Assets Restricted:	(62,802,165)
3820 Restricted for Federal and State Programs	4,771,805
3850 Restricted for Debt Service	14,929,359
3900 Unrestricted	(35,090,386)
3000 Total Net Position	\$ (78,191,387)

The notes to the financial statements are an integral part of this statement.

DICKINSON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED AUGUST 31, 2022

Data Control Codes	1	Program Revenues		6	
		3	4		
	Expenses	Charges for Services	Operating Grants and Contributions	Primary Gov. Governmental Activities	
Primary Government:					
GOVERNMENTAL ACTIVITIES:					
11	Instruction	\$ 87,279,137	\$ 659,754	\$ 9,413,986	\$ (77,205,397)
12	Instructional Resources and Media Services	1,803,451	28,211	320,698	(1,454,542)
13	Curriculum and Instructional Staff Development	2,052,871	14,106	810,461	(1,228,304)
21	Instructional Leadership	1,984,570	44,701	146,212	(1,793,657)
23	School Leadership	8,081,402	216,887	146,216	(7,718,299)
31	Guidance, Counseling, and Evaluation Services	4,630,429	-	797,324	(3,833,105)
32	Social Work Services	224,849	-	979	(223,870)
33	Health Services	1,420,201	-	72,047	(1,348,154)
34	Student (Pupil) Transportation	7,003,145	-	57,521	(6,945,624)
35	Food Services	7,147,014	442,973	8,593,861	1,889,820
36	Extracurricular Activities	2,991,491	630,300	14,686	(2,346,505)
41	General Administration	3,445,040	-	(6,570)	(3,451,610)
51	Facilities Maintenance and Operations	15,837,655	76,979	514,548	(15,246,128)
52	Security and Monitoring Services	1,340,572	7,053	100,665	(1,232,854)
53	Data Processing Services	1,968,531	-	289,740	(1,678,791)
61	Community Services	682,617	-	46,043	(636,574)
72	Debt Service - Interest on Long-Term Debt	12,723,509	-	1,021,877	(11,701,632)
93	Payments Related to Shared Services Arrangements	368,493	-	225,285	(143,208)
95	Payments to Juvenile Justice Alternative Ed. Prg.	146,590	-	-	(146,590)
99	Other Intergovernmental Charges	559,580	-	-	(559,580)
	[TP] TOTAL PRIMARY GOVERNMENT:	\$ 161,691,147	\$ 2,120,964	\$ 22,565,579	(137,004,604)
Data Control Codes	General Revenues:				
	Taxes:				
MT	Property Taxes, Levied for General Purposes			49,703,550	
DT	Property Taxes, Levied for Debt Service			25,063,599	
SF	State Aid - Formula Grants			52,534,966	
GC	Grants and Contributions not Restricted			3,106,906	
IE	Investment Earnings			734,582	
MI	Miscellaneous Local and Intermediate Revenue			1,348,034	
TR	Total General Revenues			132,491,637	
CN	Change in Net Position			(4,512,967)	
NB	Net Position - Beginning			(73,678,420)	
NE	Net Position - Ending			\$ (78,191,387)	

The notes to the financial statements are an integral part of this statement.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2022

Data Control Codes	10 General Fund	50 Debt Service Fund	60 Capital Projects Fund
ASSETS			
1110 Cash and Cash Equivalents	\$ 13,790,270	\$ 10,183,368	\$ 63,382,228
1120 Investments - Current	25,828,533	3,531,155	-
1220 Property Taxes - Delinquent	3,953,965	1,659,812	-
1230 Allowance for Uncollectible Taxes	(1,789,796)	(751,329)	-
1240 Due from Other Governments	3,401,157	16,351	-
1250 Accrued Interest	58,674	11,966	-
1260 Due from Other Funds	1,507,538	-	-
1290 Other Receivables	171,344	-	-
1300 Inventories	605,673	-	-
1410 Prepayments	95,413	-	-
1000 Total Assets	<u>\$ 47,622,771</u>	<u>\$ 14,651,323</u>	<u>\$ 63,382,228</u>
LIABILITIES			
2110 Accounts Payable	\$ 1,146,718	\$ -	\$ 5,838,980
2160 Accrued Wages Payable	6,177,425	-	-
2170 Due to Other Funds	-	-	-
2180 Due to Other Governments	45	-	-
2200 Accrued Expenditures	14,533	-	1,640,687
2300 Unearned Revenue	-	-	-
2000 Total Liabilities	<u>7,338,721</u>	<u>-</u>	<u>7,479,667</u>
DEFERRED INFLOWS OF RESOURCES			
2601 Unavailable Revenue - Property Taxes	2,164,169	908,483	-
2600 Total Deferred Inflows of Resources	<u>2,164,169</u>	<u>908,483</u>	<u>-</u>
FUND BALANCES			
Nonspendable Fund Balance:			
3410 Inventories	605,673	-	-
3430 Prepaid Items	95,413	-	-
Restricted Fund Balance:			
3450 Federal or State Funds Grant Restriction	-	-	-
3470 Capital Acquisition and Contractual Obligation	-	-	55,902,561
3480 Retirement of Long-Term Debt	-	13,742,840	-
Committed Fund Balance:			
3510 Construction	6,000,000	-	-
3530 Capital Expenditures for Equipment	500,000	-	-
3545 Other Committed Fund Balance	1,800,000	-	-
Assigned Fund Balance:			
3550 Construction	20,000,000	-	-
3570 Capital Expenditures for Equipment	340,000	-	-
3580 Self-Insurance	300,000	-	-
3590 Other Assigned Fund Balance	5,851,108	-	-
3600 Unassigned Fund Balance	2,627,687	-	-
3000 Total Fund Balances	<u>38,119,881</u>	<u>13,742,840</u>	<u>55,902,561</u>
4000 Total Liabilities, Deferred Inflows & Fund Balances	<u>\$ 47,622,771</u>	<u>\$ 14,651,323</u>	<u>\$ 63,382,228</u>

The notes to the financial statements are an integral part of this statement.

Nonmajor Governmental Funds	Total Governmental Funds
\$ 5,984,461	\$ 93,340,327
-	29,359,688
-	5,613,777
-	(2,541,125)
2,196,410	5,613,918
-	70,640
-	1,507,538
66,111	237,455
345,153	950,826
-	95,413
<u>\$ 8,592,135</u>	<u>\$ 134,248,457</u>
\$ 693,066	\$ 7,678,764
167,240	6,344,665
1,506,844	1,506,844
1,454	1,499
-	1,655,220
347,426	347,426
<u>2,716,030</u>	<u>17,534,418</u>
-	3,072,652
-	3,072,652
124,492	730,165
-	95,413
4,771,805	4,771,805
-	55,902,561
-	13,742,840
-	6,000,000
-	500,000
979,808	2,779,808
-	20,000,000
-	340,000
-	300,000
-	5,851,108
-	2,627,687
<u>5,876,105</u>	<u>113,641,387</u>
<u>\$ 8,592,135</u>	<u>\$ 134,248,457</u>

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DICKINSON INDEPENDENT SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE
STATEMENT OF NET POSITION
AUGUST 31, 2022

EXHIBIT C-2

Total Fund Balances - Governmental Funds	\$ 113,641,387
1 Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds. The cost of these assets is \$474,758,553 and the accumulated depreciation is \$206,522,205. The effect of including the capital assets (net of depreciation) in the governmental activities is to increase net position. (See Note 6.)	267,936,348
2 Long-term liabilities, including bonds payable and compensated absences, are not due and payable in the current period, and, therefore, are not reported as liabilities in the governmental funds. The effect of these long-term liabilities is a decrease to net position. (See Note 7.)	(391,791,556)
3 Recognizing unearned revenue (property taxes) as revenue in the government-wide statements to convert from modified accrual basis of accounting to the accrual basis of accounting. The net effect is an increase to net position.	3,072,652
4 Included in the items related to debt is the recognition of the District's proportionate share of the net pension liability required by GASB 68 in the amount of \$17,620,876, a deferred resource inflow related to TRS in the amount of \$18,904,116 and a deferred resource outflow related to TRS in the amount of \$11,333,911. The net effect of these pension related items is a decrease to net position. (See Note 10.)	(25,191,081)
5 Included in the items related to debt is the recognition of the District's proportionate share of the net OPEB liability required by GASB 75 in the amount of \$35,203,857, a deferred inflow related to TRS OPEB in the amount of \$24,486,093, and a deferred resource outflow related to TRS OPEB in the amount of \$9,795,777. The net effect of these OPEB related items is a decrease to net position. (See Note 9.)	(49,894,173)
6 The District uses internal service funds to charge the costs of self-insurance activities to appropriate functions in other funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position. The net effect of this consolidation is to increase net position.	2,250,169
7 Various other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include eliminating interfund transactions, accrued interest, and recognizing the bond components associated with outstanding debt. Deferred charges on refundings are not financial resources and therefore, are not reported in governmental funds. Deferred charges are amortized over the life of the debt. The net effect is an increase to net position.	1,784,867
19 Net Position of Governmental Activities	<u><u>\$ (78,191,387)</u></u>

The notes to the financial statements are an integral part of this statement.42

DICKINSON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED AUGUST 31, 2022

Data Control Codes	10 General Fund	50 Debt Service Fund	60 Capital Projects Fund
REVENUES:			
5700 Total Local and Intermediate Sources	\$ 51,459,174	\$ 25,117,962	\$ 385,654
5800 State Program Revenues	58,903,630	1,021,877	-
5900 Federal Program Revenues	2,406,561	-	-
5020 Total Revenues	<u>112,769,365</u>	<u>26,139,839</u>	<u>385,654</u>
EXPENDITURES:			
Current:			
0011 Instruction	75,496,116	-	-
0012 Instructional Resources and Media Services	1,325,033	-	-
0013 Curriculum and Instructional Staff Development	1,074,638	-	-
0021 Instructional Leadership	1,679,680	-	-
0023 School Leadership	7,233,549	-	-
0031 Guidance, Counseling, and Evaluation Services	3,508,019	-	-
0032 Social Work Services	199,301	-	-
0033 Health Services	1,253,042	-	-
0034 Student (Pupil) Transportation	6,448,473	-	-
0035 Food Services	3,345	-	-
0036 Extracurricular Activities	2,323,090	-	-
0041 General Administration	3,196,332	-	-
0051 Facilities Maintenance and Operations	14,273,739	-	7,971
0052 Security and Monitoring Services	1,159,781	-	-
0053 Data Processing Services	1,811,767	-	-
0061 Community Services	569,558	-	-
Debt Service:			
0071 Principal on Long-Term Liabilities	-	10,865,000	-
0072 Interest on Long-Term Liabilities	-	13,916,468	-
0073 Bond Issuance Cost and Fees	-	22,278	-
Capital Outlay:			
0081 Facilities Acquisition and Construction	1,441,197	-	34,568,179
Intergovernmental:			
0093 Payments to Fiscal Agent/Member Districts of SSA	143,208	-	-
0095 Payments to Juvenile Justice Alternative Ed. Prg.	146,590	-	-
0099 Other Intergovernmental Charges	559,580	-	-
6030 Total Expenditures	<u>123,846,038</u>	<u>24,803,746</u>	<u>34,576,150</u>
1100 Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(11,076,673)</u>	<u>1,336,093</u>	<u>(34,190,496)</u>
OTHER FINANCING SOURCES (USES):			
7912 Sale of Real and Personal Property	52,988	-	-
7915 Transfers In	71,553	-	-
8911 Transfers Out (Use)	-	-	-
7080 Total Other Financing Sources (Uses)	<u>124,541</u>	<u>-</u>	<u>-</u>
1200 Net Change in Fund Balances	(10,952,132)	1,336,093	(34,190,496)
0100 Fund Balance - September 1 (Beginning)	49,072,013	12,406,747	90,093,057
3000 Fund Balance - August 31 (Ending)	<u>\$ 38,119,881</u>	<u>\$ 13,742,840</u>	<u>\$ 55,902,561</u>

The notes to the financial statements are an integral part of this statement.

	Nonmajor Governmental Funds	Total Governmental Funds
\$	2,289,321	\$ 79,252,111
	776,765	60,702,272
	22,041,844	24,448,405
	25,107,930	164,402,788
	10,937,161	86,433,277
	362,923	1,687,956
	838,899	1,913,537
	228,955	1,908,635
	474,327	7,707,876
	849,699	4,357,718
	4,058	203,359
	88,294	1,341,336
	120,533	6,569,006
	6,659,502	6,662,847
	439,357	2,762,447
	33,186	3,229,518
	585,821	14,867,531
	102,761	1,262,542
	314,283	2,126,050
	47,817	617,375
	-	10,865,000
	-	13,916,468
	-	22,278
	-	36,009,376
	225,285	368,493
	-	146,590
	-	559,580
	22,312,861	205,538,795
	2,795,069	(41,136,007)
	-	52,988
	-	71,553
	(71,553)	(71,553)
	(71,553)	52,988
	2,723,516	(41,083,019)
	3,152,589	154,724,406
\$	5,876,105	\$ 113,641,387

DICKINSON INDEPENDENT SCHOOL DISTRICT
 RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES,
 AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED AUGUST 31, 2022

EXHIBIT C-4

Total Net Change in Fund Balances - Governmental Funds	\$ (41,083,019)
The District uses an internal service fund to charge the costs of certain activities, such as self-insurance, to appropriate functions in other funds. The net income (loss) of internal service funds is reported with governmental activities. The net effect of this consolidation is to increase net position.	102,334
Current year capital outlays are expenditures in the fund financial statements, but they should be shown as increases in capital assets in the government-wide financial statements. The net effect of removing current year capital outlays is an increase to net position. (See Note 6.)	36,786,071
Depreciation is not recognized as an expense in governmental funds since it does not require the use of current financial resources. The net effect of the current year's depreciation is to decrease net position. (See Note 6.)	(15,180,607)
The governmental funds report bond proceeds as an other financing source, while repayment of bond principal is reported as an expenditure. Also, governmental funds report the effect of premiums when debt is first issued, whereas this amount is deferred and amortized in the statement of activities. The net effect is to increase net position. (See Note 7.)	12,481,334
Changes in the District's proportionate share of the net pension liability, deferred outflows of resources, and deferred inflows of resources related to the Teacher Retirement System of Texas for the current year are not reported in governmental funds but are reported in the Statement of Activities. The net effect of all these changes is an increase to net position.	1,374,934
Changes in the District's proportionate share of the net OPEB liability, deferred outflows of resources, and deferred inflows of resources related to the Texas Public Retired Employees Group Insurance Program (TRS-Care) for the current year are not reported in the governmental funds but are reported in the Statement of Activities. The net effect of all these changes is an increase to net position.	1,372,240
Various other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred revenue as revenue, adjusting current year revenue to show the revenue earned from the current year's tax levy, eliminating inter-fund transactions, recognizing the net effect of retirement of capital assets, and recognizing the liabilities associated with maturing long-term debt and interest. The net effect of these reclassifications and recognitions is to decrease net position.	(366,254)
Change in Net Position of Governmental Activities	\$ (4,512,967)

The notes to the financial statements are an integral part of this statement.45

DICKINSON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
AUGUST 31, 2022

	Governmental Activities -
	Total Internal Service Funds
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ 3,273,508
Total Assets	3,273,508
LIABILITIES	
Current Liabilities:	
Accounts Payable	34,906
Accrued Expenses	988,433
Total Liabilities	1,023,339
NET POSITION	
Restricted Net Position	2,250,169
Total Net Position	\$ 2,250,169

The notes to the financial statements are an integral part of this statement.

DICKINSON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED AUGUST 31, 2022

	Governmental Activities -
	Total Internal Service Funds
<hr/>	
OPERATING REVENUES:	
Local and Intermediate Sources	\$ 755,694
Total Operating Revenues	<u>755,694</u>
OPERATING EXPENSES:	
Professional and Contracted Services	366,995
Other Operating Costs	<u>300,659</u>
Total Operating Expenses	<u>667,654</u>
Operating Income	<u>88,040</u>
NONOPERATING REVENUES (EXPENSES):	
Earnings from Temporary Deposits & Investments	<u>14,294</u>
Total Nonoperating Revenues (Expenses)	<u>14,294</u>
Change in Net Position	102,334
Total Net Position - September 1 (Beginning)	<u>2,147,835</u>
Total Net Position - August 31 (Ending)	<u><u>\$ 2,250,169</u></u>

The notes to the financial statements are an integral part of this statement.

DICKINSON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED AUGUST 31, 2022

EXHIBIT D-3

	Governmental Activities -
	Total Internal Service Funds
<hr/>	
<u>Cash Flows from Operating Activities:</u>	
Cash Received from User Charges	\$ 755,694
Cash Payments for Insurance Claims	(552,404)
Net Cash Provided by Operating Activities	203,290
<u>Cash Flows from Investing Activities:</u>	
Proceeds of Investment Securities	2,000,000
Interest and Dividends on Investments	14,620
Net Cash Provided by Investing Activities	2,014,620
Net Increase in Cash and Cash Equivalents	2,217,910
Cash and Cash Equivalents at Beginning of Year	1,055,598
Cash and Cash Equivalents at End of Year	\$ 3,273,508
<u>Reconciliation of Operating Income to Net Cash</u>	
<u>Provided by Operating Activities:</u>	
Operating Income:	\$ 88,040
Effect of Increases and Decreases in Current Assets and Liabilities:	
Increase (decrease) in Accounts Payable	(12,220)
Increase (decrease) in Accrued Expenses	127,470
Net Cash Provided by Operating Activities	\$ 203,290

The notes to the financial statements are an integral part of this statement.

DICKINSON INDEPENDENT SCHOOL DISTRICT
 STATEMENT OF FIDUCIARY NET POSITION
 FIDUCIARY FUNDS
 AUGUST 31, 2022

	Total Custodial Funds
<hr/>	
ASSETS	
Cash and Cash Equivalents	\$ 410,301
Total Assets	<u>410,301</u>
LIABILITIES	
Accounts Payable	26,499
Accrued Wages Payable	480
Due to Other Funds	694
Due to Other Governments	1,560
Total Liabilities	<u>29,233</u>
NET POSITION	
Restricted Net Position	<u>381,068</u>
Total Net Position	<u><u>\$ 381,068</u></u>

The notes to the financial statements are an integral part of this statement.

DICKINSON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED AUGUST 31, 2022

	Total Custodial Funds
ADDITIONS:	
Cocurricular Services or Activities	\$ 658,928
Earnings from Temporary Deposits	964
Contributions, Gifts and Donations	303,257
Miscellaneous Additions	54,809
Total Additions	1,017,958
DEDUCTIONS:	
Payroll Costs	47,528
Professional and Contracted Services	3,339
Other Deductions	1,513,869
Total Deductions	1,564,736
Change in Fiduciary Net Position	(546,778)
Total Net Position - September 1 (Beginning)	927,846
Total Net Position - August 31 (Ending)	\$ 381,068

The notes to the financial statements are an integral part of this statement.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2022**

1. DESCRIPTION OF THE SCHOOL DISTRICT AND REPORTING ENTITY

Dickinson Independent School District (the District) is a public educational agency operating under the applicable laws and regulations of the State of Texas. It is governed by a seven member Board of Trustees (the Board) elected by registered voters of the District. The District prepares its basic financial statements in conformity with U.S. generally accepted accounting principles promulgated by the Governmental Accounting Standards Board (GASB) and other authoritative sources identified in *Statement on Auditing Standards No. 69, as amended by Statement on Auditing Standards No. 's 91 and 93* of the American Institute of Certified Public Accountants; and it complies with the requirements of the appropriate version of Texas Education Agency's (TEA) *Financial Accountability System Resource Guide* (the Resource Guide) and the requirements of contracts and grants of agencies from which it receives funds.

Reporting entity – The Board of Trustees (the “Board”), a seven member group, has fiscal responsibility over all activities related to public elementary and secondary education within the jurisdiction of the District. The public elects the Board that corporately has the exclusive power and duty to govern and oversee the management of the public schools of the District. All powers and duties not specifically delegated by statute to the Texas Education Agency (“TEA”) or to the Texas State Board of Education are reserved for the Board, and TEA may not substitute its judgment for the lawful exercise of those powers and duties by the Board. The District is not included in any other governmental “reporting entity” as defined by GASB Statement No. 61, “*The Financial Reporting Entity*”: *Omnibus – an amendment by GASB Statements No. 14 and 34*. There are no component units or entities for which the District is considered financially accountable included within the reporting entity.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The District’s basic financial statements consist of government-wide statements and fund financial statements which provide a more detailed level of financial information.

Government-Wide Financial Statements – The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the District as a whole. For the most part, the effect of interfund activity has been removed from these statements. The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific program. *Program revenues* include 1) charges to students or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Fund Financial Statements – During the fiscal year, the District segregates transactions related to certain District functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the District at this more detailed level. The focus of governmental fund financial statements is on major funds, which are presented in separate columns. Nonmajor governmental funds are aggregated and presented in a single column. Separate financial statements are provided for proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

Fund Accounting

The District uses funds to maintain its financial records during the fiscal year. A fund is defined as a fiscal accounting entity with a self-balancing set of accounts. There are three categories of funds: governmental, proprietary, and fiduciary.

DICKINSON INDEPENDENT SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2022

Governmental Funds

Governmental funds are those through which most governmental functions of the District are financed. Governmental fund reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental fund types:

- The *general fund* is the District's primary operating fund. This fund is established to account for resources financing the fundamental operations of the District, in partnership with the community, in enabling and motivating students to reach their full potential. All revenues and expenditures not required to be accounted for in another fund are included here.
- The *debt service fund* is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs. This is a budgeted fund and a separate bank account is maintained for this fund. Any unused sinking fund balances are transferred to the General Fund after all of the related debt obligations have been met.
- The *capital projects fund* is used to account for proceeds from sales of bonds and other revenues to be used for authorized construction and equipment purchases.
- The nonmajor governmental funds of the District account for grants and other resources of the District whose uses are restricted to, or designated for, specific purposes by a grantor. Federal and state financial assistance generally is accounted for in a special revenue fund. Generally, unused balances are returned to the grantor at the close of the specified project periods. With respect to the food service and campus activity funds, funds are rolled over from year to year for use in the program.

Proprietary Fund

The District utilizes internal service fund accounts for workers' compensation services provided to other funds and/or employees of the District on a cost reimbursement basis. Proprietary funds distinguish operating revenue and expense from non-operating items. Operating revenues and expenses generally result from providing services or producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's internal service fund are charges to the funds for self-funded workers' compensation services. Operating expenses for the internal service fund include the cost of services and administrative expenses. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. The general fund is contingently liable for liabilities of the internal service fund. Sub-fund accounting is employed to maintain the integrity of the self-insurance activities of the District. See Note 13 for additional discussion of the District's self-insurance plan.

Fiduciary Funds

The District utilizes *custodial funds* to account for the resources raised by student groups and various other campus organizations received by the District in a custodial capacity that do not constitute District property. However, the District's role is considered to be substantive because in the absence of an approved policy, the faculty advisor has the ability to reject, modify, or approve how the resources are being spent.

Measurement Focus

Government-Wide Financial Statements - The government-wide financial statements are prepared using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. All assets and deferred outflows of resources, and liabilities and deferred inflows of resources associated with the operation of the District are included in the statement of net position.

DICKINSON INDEPENDENT SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2022

Fund Financial Statements - Governmental fund financial statements are prepared using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. With this measurement focus, only current assets and deferred outflows of resources, and current liabilities and deferred inflows of resources, and fund balances are generally included on the balance sheet. The statement of revenues, expenditures, and changes in fund balances reflects the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements, therefore, include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the fund financial statements for governmental funds.

Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting, as are the proprietary and fiduciary fund financial statements. Governmental funds use the modified accrual basis of accounting. Differences in the accrual and modified accrual basis of accounting arise in the recognition of revenue, the recording of unearned revenue, and in the presentation of expenses versus expenditures.

Revenues – Exchange and Non-exchange Transactions

Revenues resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within sixty days of fiscal year end.

Grant revenues and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, grants, entitlements, and donations. On the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted; matching requirements, in which the District must provide local resources to be used for a specified purpose; and expenditure requirements, in which the resources are provided to the District on a reimbursement basis.

On the modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized. Tax revenues are considered available when collected.

Unearned Revenues

Unearned revenues arise when assets are recognized before revenue recognition criteria has been satisfied.

Property taxes for which there is an enforceable legal claim as of January 1, but which were levied to finance fiscal year 2022 operations, are recorded as deferred inflows of resources in the fund financial statements. Grants and entitlements received before the eligibility requirements are met are recorded as unearned revenue in both the government-wide and fund financial statements.

In governmental fund financial statements, receivables that will not be collected within the available period are reported as deferred inflows of resources.

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Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred.

The measurement focus of governmental fund accounting is on the decrease in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable. Allocations of costs, such as depreciation and amortization, are not recognized in governmental funds.

Budgetary Data

The Board adopts an “appropriated budget” for the General Fund, the Child Nutrition Program (which is included in the Nonmajor Governmental Funds) and the Debt Service Fund. The District compares the final amended budget to actual revenues and expenditures. The Budgetary Comparison Schedules appear in Exhibits G-1, J-2, and J-3.

The following procedures are followed in establishing the budgetary data reflected in the financial statements:

- a) Prior to August 20, the District prepares an operating budget for the next succeeding fiscal year beginning September 1. The budget includes proposed expenditures and the means of financing them.
- b) A meeting of the Board is then called for the purpose of adopting the proposed budget. At least ten day’s public notice of the meeting must be given.
- c) Prior to September 1, the budget is legally enacted through passage of a resolution by the Board. Once a budget is approved, it can only be amended at the function and fund level by approval of a majority of the members of the Board. Amendments are presented to the Board at its regular meetings. Each amendment must have Board approval. As required by law, such amendments are made before the fact, are reflected in the official minutes of the Board, and are not made after the fiscal year end.
- d) Each budget is controlled by the budget coordinator at the revenue and expenditure function/object level. Budgeted amounts are as amended by the Board. All budget appropriations lapse at year end.
- e) Encumbrances for goods or purchased services are documented by purchase orders or contracts. Under Texas law, appropriations lapse at August 31, and encumbrances outstanding at that time are to be either canceled or appropriately provided for in the subsequent year’s budget.

Deposits and Investments

Under Texas state law, a bank serving as the school depository must have a bond, or in lieu thereof, deposited or pledged securities with the District or an independent third party agent, in an amount equal to the highest daily balance of all deposits the District may have during the term of the depository contract, less any applicable FDIC insurance.

Investments in local government investment pools are valued and recorded at amortized costs as permitted by GASB Statement No. 79, *Certain Investment Pools and Pool Participants*. Investments with maturities of 12 months or less at the date of purchase are held at amortized cost and net asset value (NAV). Investments with maturities exceeding 12 months at the date of purchase are stated at fair value based on quoted market prices at year-end date.

The District categorizes fair value measurements of its investments based on the hierarchy established by GAAP. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2: Inputs to the valuation methodology are quoted prices included in Level 1, that are observable for the asset or liability, either directly or indirectly.

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Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability’s fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. At August 31, 2022, the District had no investments subject to fair value measurement.

Inter-fund Assets/Liabilities

In the fund financial statements, receivables and payables resulting from short-term inter-fund loans are classified as “Due from/(to) other funds”. Inter-fund balances within governmental activities are eliminated on the government-wide statement of net assets. See Note 5 for additional discussion of inter-fund receivables and payables.

Capital Assets

Capital assets, which include land, buildings and improvements, and furniture and equipment, and infrastructure (e.g., roads, bridges, sidewalks, and similar items), are reported in the government-wide financial statements. The District’s infrastructure includes parking lots and roads associated with various buildings. The cost of infrastructure was initially capitalized with the building cost and is being depreciated over the same useful life as the building. The District defines capital assets as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of five years. Such assets are recorded at historical cost or estimated cost if purchased or self-constructed. Donated capital assets are recorded at estimated fair value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during construction is not capitalized.

Buildings and improvements and furniture and equipment of the District are depreciated using the straight-line method over the following estimated lives: (See Note 6.)

Assets	Years
Buildings and improvements	5-45
Building equipment	5-20
Buses and vehicles	5-10
Office equipment	5-10
Library books and media	10

Prepayments (i.e., Deferred Expenditures/Expenses)

Certain payments to vendors reflect costs applicable to the next fiscal period and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are accounted for using the consumption method and are recognized as expenditures/expenses proportionately over the periods in which the services are provided.

Inventories

Inventories consisting of supplies and materials are valued at weighted average cost and they include maintenance, transportation, office and instructional supplies, and food service commodities. Governmental fund inventories are recorded as expenditures when consumed rather than when purchased. Food service commodity inventory is recorded at fair market value on the date received. Commodities are recognized as revenues in the period received when all eligibility requirements are met. Commodity inventory items are recorded as expenditures when distributed to user locations.

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Long-Term Obligations

The District's long-term obligations consist of bonded indebtedness and compensated absences. In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method which approximates the effective interest rate method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

The current requirements for general obligation bonds principal and interest expenditures are accounted for in the debt service fund. The current requirements for compensated absences are accounted for in the general fund.

Compensated Absences

Compensated absences are absences for which employees will be paid, such as sick leave. A liability for compensated absences that are attributable to services already rendered and that are not contingent on a specific event that is outside the control of the government and its employees is accrued as employees earn the rights to the benefits. Compensated absences that relate to future services or that are contingent on a specific event that is outside the control of the government and its employees are accounted for in the period in which such services are rendered or such events take place.

In addition to the State sick leave program, certain employees are entitled to sick leave benefits under the District's local sick leave program. Individuals whose date of employment is prior to September 1, 1989 are eligible for sick leave upon resignation, retirement, death or termination. Under the local sick leave policy, eligible employees may earn up to 6.5 local days per year. (See Note 7.)

In the governmental funds, compensated absences that are expected to be liquidated with expendable available financial resources are reported as an expenditure and fund liability in the fund that will pay for them. The remainder of the compensated absences liability is reported as long-term liabilities on the statement of net position.

Pensions

The fiduciary net position of the Teacher Retirement System of Texas (TRS) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes, for purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, and information about assets, liabilities and additions to/deductions from TRS's fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Post-Employment Benefits

The fiduciary net position of the TRS Care Plan has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes, for purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to other post-employment benefits, OPEB expense, and information about assets, liabilities and additions to/deductions from TRS Care's fiduciary net position. Benefit payments are recognized when due and payable in accordance with the benefit terms. There are no investments as this is a pay-as-you-go plan and all cash is held in a cash account.

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Deferred Outflows/Inflows of Resources

Deferred outflows and inflows of resources are reported in the statement of net position and balance sheet as described below:

A deferred outflow of resources is a consumption of a government's net assets (a decrease in assets in excess of any related decrease in liabilities or an increase in liabilities in excess of any related increase in assets) by the government that is applicable to a future reporting period. The District has three items that qualify for reporting in this category:

- Deferred outflow of resources for refunding – Reported in the government-wide statement of net position, this deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Deferred outflow of resources for pension – Reported in the government-wide financial statement of net position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability and the results of differences between expected and actual actuarial experiences. The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The other pension related deferred outflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with pensions through the pension plan.
- Deferred outflow of resources for OPEB – Reported in the government-wide financial statement of net position, this deferred outflow results from OPEB plan contributions made after the measurement date of the net OPEB liability and the results of differences between expected and actual investment earnings and changes in proportionate share. The deferred outflows of resources related to OPEB resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the next fiscal year. The other OPEB related deferred outflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with OPEB through the OPEB plan.

A deferred inflow of resources in an acquisition of a government's net assets (an increase in assets in excess of any related increase in liabilities or a decrease in liabilities in excess of any related decrease in assets) by the government that is applicable to a future reporting period. The District has three items that qualify for reporting in this category:

- Deferred inflow of resources for unavailable revenues – Reported only in the governmental funds balance sheet, unavailable revenues from property taxes arise under the modified accrual basis of accounting. The amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.
- Deferred inflow of resources for pension – Reported in the government-wide financial statement of net position, these deferred inflows result primarily from differences between projected and actual earnings on pension plan investments. These amounts will be amortized over a closed five year period.
- Deferred inflow of resources for OPEB – Reported in the government-wide financial statement of net position, these deferred inflows result primarily from differences between expected and actual experience and from changes in assumptions. These amounts will be amortized over the average expected remaining service life of all members.

Net Position

Net Position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources. The classifications used in the government-wide financial statements are as follows:

- *Net position invested in capital assets* – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets.
- *Restricted net position* – This amount is restricted by creditors, grantors, contributors, or laws or regulations of other governments.

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- *Unrestricted net position* – This amount is the net position that does not meet the definition of “net investment in capital assets” or “restricted net position”.

The District’s policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

Fund Balance

Generally, governmental fund balances represent the difference between the current assets and deferred outflows of resources, and current liabilities and deferred inflows of resources. The government fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective government funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- *Nonspendable* – includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. (Inventories and Prepaid Items are considered nonspendable as these items are not expected to be converted to cash or are not expected to be converted to cash within the next year.)
- *Restricted* – includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
- *Committed* – includes amounts constrained to specific purposes by the District itself, using its highest level of decision-making authority (i.e., the Board of Trustees). To be reported as committed, amounts cannot be used for any other purposes unless the District takes the same highest level of action to remove or change the constraint. The District establishes (and modifies or rescinds) fund balance commitments by passage of a resolution or ordinance. A fund balance commitment is further indicated in the budget document as a commitment of the fund. The District has committed 100 percent of Fund 461 Campus Activity Funds’ fund balance.
- *Assigned* – includes amounts that are constrained by the District’s intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board or through the Board delegating this responsibility to the Superintendent or Chief Financial Officer through the budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the *general fund*.
- *Unassigned* – includes the residual fund balance for amounts that have not been assigned to other funds or restricted, committed, or assigned to a specific purpose within the *general fund*. The *Unassigned* classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of *Assigned* fund balance amounts.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Board has provided otherwise in its commitment or assignment actions.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires the Administration to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

The amount of state foundation and available school revenue a school district earns for a year, can and does vary until the time when final values for each of the factors in the formula become available. Availability can be as late as

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midway into the next fiscal year. It is at least reasonably possible that the foundation revenue estimate as of August 31 will change and those changes could be material.

Data Control Codes

The data control codes refer to the account code structure prescribed by TEA in the Resource Guide. The TEA requires school districts to display these codes in the financial statements filed with the Agency in order to insure accuracy in building a statewide data base for policy development and funding plans.

3. DEPOSITS AND INVESTMENTS

A summary of the District’s cash and investments at August 31, 2022 is shown below:

	Cash and Deposits	Investment Pools	Total Cash & Cash Equivalents	Investments	Total Cash & Investments
Governmental funds:					
General fund	\$ 4,660,948	\$ 9,129,322	\$ 13,790,270	\$ 25,828,533	\$ 39,618,803
Debt service fund	1,547,346	8,636,022	10,183,368	3,531,155	13,714,523
Capital projects fund	42,005	63,340,223	63,382,228	-	63,382,228
Nonmajor governmental funds	2,358,463	3,625,998	5,984,461	-	5,984,461
Total governmental funds	<u>8,608,762</u>	<u>84,731,565</u>	<u>93,340,327</u>	<u>29,359,688</u>	<u>122,700,015</u>
Proprietary funds	<u>905,507</u>	<u>2,368,001</u>	<u>3,273,508</u>	-	<u>3,273,508</u>
Fiduciary funds	<u>318,873</u>	<u>91,428</u>	<u>410,301</u>	-	<u>410,301</u>
Total cash and investments	<u>\$ 9,833,142</u>	<u>\$ 87,190,994</u>	<u>\$ 97,024,136</u>	<u>\$ 29,359,688</u>	<u>\$ 126,383,824</u>

The District’s funds are required to be deposited and invested under the terms of a depository contract pursuant to the Texas School Depository Act. The depository bank pledges securities which comply with state law and these securities are held for safekeeping and trust with the District’s and depository bank’s agent bank. The pledged securities are approved by the TEA and shall be in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank’s dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

At August 31, 2022, the carrying amount of the District’s deposits (cash and certificate of deposits) was \$15,014,296 and the bank balance was \$15,550,638. The District’s cash deposits at August 31, 2022 were entirely covered by FDIC insurance, by pledged collateral held by the depository bank’s agent bank in the District’s name or irrevocable letters of credit.

The Public Funds Investment Act (Act) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit. Statutes authorize the District to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) securities lending programs, (6) repurchase agreements, (7) bankers acceptances, (8) mutual funds, (9) investment pools, and (10) guaranteed investment contracts.

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As of August 31, 2022, the District had the following investments:

Investment Type:	Rating	Value at August 31, 2022	Fair Value Measurements Using:			Percent of Portfolio	WAM (Days/Years)
			(Level 1)	(Level 2)	(Level 3)		
Cash in Bank		\$ 9,833,142				8%	
<i>Cash equivalents measured at amortized costs:</i>							
TexSTAR	AAAm	301,857				0%	< 365 days
TexPool	AAAm	395,165					
LOGIC	AAA	4,339,296				3%	< 365 days
TexasTERM (daily)	AAAm	9,103,745				7%	< 365 days
TexasCLASS	AAA	6,874,139				5%	< 365 days
TX-FIT	AAAF/S1	66,176,792				52%	< 365 days
Cash and cash equivalents - subtotal		97,024,136					
<i>Investments measured at cost not subject to level reporting:</i>							
Certificates of depositis	Unrated	5,181,154				4%	< 365 days
TexasTERM (fixed)	AAAf	24,178,534				19%	< 365 days
Investments - subtotal		29,359,688	-	-	-		
Total cash & investments		\$ 126,383,824	\$ -	\$ -	\$ -	100%	

Texas Local Government Investment Pool (TexPool), Texas Cooperative Liquid Assets Securities System (TexasCLASS), Texas Fixed Income Trust (TX-FIT), Texas Short Term Asset Reserve Program (TexSTAR), Local Government Investment Pool (TexasDAILY), and Local Government Investment Cooperative (LOGIC) are local government investment “pools” organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one half of one percent of the value of its shares.

The District’s investments in, TexPool, TexasCLASS, TX-FIT, TexSTAR, TexasDAILY and LOGIC are reported at amortized cost. Deposits and withdrawals can be made on any business day of the week. The pools have a redemption notice of one day, which may be redeemed daily. The pools may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium, or a national state of emergency that affects the pools liquidity. There are no limits on the number of accounts a participant can have or the number of transactions. The District has no unfunded commitments related to the pools.

The District’s investment in TexasTERM is a fixed-rate, fixed-term portfolio rated AA Af by Fitch, that enables investors to lock in a fixed rate for a term of 60 days to 365 days.

The District’s management believes that it has complied with the requirements of the Act and with local policies.

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following investment risks at year end and if so, the reporting of certain disclosures:

1) **Credit Risk**

State law and the District’s investment policy limits investments in all categories to top ratings issued by nationally recognized statistical rating organizations. As of August 31, 2022, the District’s investments in TexPool, TexSTAR, and TexasDAILY are rated AA Am, TX-FIT is rated AA Af, and LOGIC and TexasCLASS are rated AAA by Standard and Poor’s.

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2) Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the District's name. At year end, the District was not exposed to credit risk.

3) Concentration of Credit Risk

The District's investment policy requires the investment portfolio to be diversified in terms of investment instruments, maturity scheduling, and financial institutions in order to reduce the risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer. At year end, the District was not exposed to concentration of credit risk.

4) Interest Rate Risk

Interest rate risk is the risk that changes in interest rates may adversely affect the value of an investment. The District manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to less than one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within the legal limits. The weighted average maturity for the District's investment in external investment pools is less than 60 days. In addition, the District shall not directly invest in an individual security maturing more than twelve months from the time of purchase.

4. RECEIVABLES

Receivables as of year end for the District's individual major and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Non-major Governmental Funds</u>	<u>Total</u>
Property taxes	\$ 2,289,484	\$ 1,046,440	\$ -	\$ 3,335,924
Property taxes - penalty & interest	1,664,481	613,372	-	2,277,853
Subtotal - property taxes	3,953,965	1,659,812	-	5,613,777
Due from other governments-state	3,285,695	-	303,863	3,589,558
Due from other governments-federal	82,976	-	1,590,214	1,673,190
Due from other governments-other	32,486	16,351	302,333	351,170
Subtotal - due from other governments	3,401,157	16,351	2,196,410	5,613,918
Other receivables	171,344	-	66,111	237,455
Gross receivables	7,526,466	1,676,163	2,262,521	11,465,150
Less: allowance for uncollectibles	(1,789,796)	(751,329)	-	(2,541,125)
Net total receivables	<u>\$ 5,736,670</u>	<u>\$ 924,834</u>	<u>\$ 2,262,521</u>	<u>\$ 8,924,025</u>

The District participates in a variety of federal and state programs from which it receives grants to partially or fully finance certain activities. In addition, the District receives entitlements from the State through the School Foundation and Per Capita Programs. Amounts due from federal and state governments as of August 31, 2022, are summarized above. All federal grants shown above are passed through the TEA and are reported in the financial statements as Due from Other Governments.

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Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period or in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unearned revenues reported in the governmental funds were as follows:

	Unavailable	Unearned	Total
Delinquent property taxes (General Fund)	\$ 2,164,169	\$ -	\$ 2,164,169
Delinquent property taxes (Debt Service Fund)	908,483	-	908,483
Funds received prior to meeting all eligibility requirements: (Nonmajor Governmental Funds)	-	347,426	347,426
Total unearned revenue	<u>\$ 3,072,652</u>	<u>\$ 347,426</u>	<u>\$ 3,420,078</u>

Property Taxes

The District levies its taxes on October 1 in conformity with Subtitle E, Texas Property Tax Code. Taxes are due upon receipt of the tax bill and are past due and subject to interest if not paid by February 1 of the year following the October 1 levy date. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. The assessed value of the property tax roll, upon which the levy for the 2021-2022 fiscal year was based, was \$5.7 billion.

The tax rates assessed for the year ended August 31, 2022, to finance General Fund operations and the payment of principal and interest on general obligation long-term debt, were \$.8720 and \$.44000 per \$100 valuation, respectively, for a total of \$1.312 per \$100 valuation.

Current tax collections for the year ended August 31, 2022 were 98% of the year end adjusted tax levy. Delinquent taxes are prorated between maintenance and debt service based on rates adopted for the year of the levy. Allowances for uncollectible taxes within the General and Debt Service Funds are based on historical experience in collecting taxes. The property taxes receivable allowance is equal to approximately 45% of outstanding property taxes receivable at August 31, 2022. A significant portion of delinquent taxes outstanding at any fiscal year end is generally not collected in the ensuing fiscal year. Uncollectible personal property taxes are periodically reviewed and written off. Under Sec. 3305 of the Texas Property Code, the District can cancel and remove from the delinquent tax roll, tax on real property that has been delinquent for more than 20 years or tax on personal property that has been delinquent for more than 10 years if there is no pending litigation concerning the delinquent taxes at the time of cancellation and removal.

5. INTER-FUND RECEIVABLES, PAYABLES, AND TRANSFERS

Inter-fund balances consist of short-term lending/borrowing arrangements between two or more governmental funds. The composition of inter-fund balances as of August 31, 2022, is as follows:

Fund	Receivable	Payable
General Fund:		
Nonmajor Governmental Funds	\$ 1,506,844	\$ -
Fiduciary Funds	694	-
Nonmajor Governmental Funds:		
General Fund	-	1,506,844
Fiduciary Funds		
General Fund	-	694
	<u>\$ 1,507,538</u>	<u>\$ 1,507,538</u>

District activities in the Nonmajor Governmental Funds (Special Revenue Funds) include expenditures paid from a centralized-pooled operating bank account maintained in the General Fund. Since all cash transactions flow through this account, each fund carries a receivable/payable balance with the General Fund. All balances will be repaid within one year.

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Interfund transfers in the fund financial statements at August 31, 2022, consisted of the following:

Transfers from	Transfers to	Amount
Nonmajor Governmental Fund	General Fund	71,553
		<u>\$ 71,553</u>

The District transferred \$71,553 from the nonmajor governmental fund (i.e., ESSER II Fund) to the general fund to account for miscellaneous Covid-19 expenses.

6. CAPITAL ASSETS

Capital asset activity for the year ended August 31, 2022 is as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Governmental activities:					
Capital assets, not being depreciated:					
Land	\$ 15,693,932	\$ 1,123,056	\$ -	\$ -	\$ 16,816,988
Construction in progress	4,341,708	34,872,482	-	(1,796,103)	37,418,087
Total Capital Assets, not depreciated	20,035,640	35,995,538	-	(1,796,103)	54,235,075
Capital assets, being depreciated:					
Buildings and improvements	394,136,120	492	-	1,796,103	395,932,715
Furniture and equipment	24,397,431	790,041	(629,098)	-	24,558,374
Library books and media	32,389	-	-	-	32,389
Total Capital Assets, being depreciated	418,565,940	790,533	(629,098)	1,796,103	420,523,478
Less accumulated depreciation for:					
Buildings and improvements	(173,455,947)	(14,008,541)	-	-	(187,464,488)
Furniture and equipment	(18,731,685)	(1,168,827)	571,908	-	(19,328,604)
Library books and media	(25,874)	(3,239)	-	-	(29,113)
Total accumulated depreciation	(192,213,506)	(15,180,607)	571,908	-	(206,822,205)
Capital assets, net	\$ 246,388,074	\$ 21,605,464	\$ (57,190)	\$ -	\$ 267,936,348

Depreciation expense was charged to governmental functions as follows:

11 Instruction	\$ 9,134,008
12 Instructional resources and media services	178,378
13 Curriculum and instructional staff development	202,217
21 Instructional leadership	201,699
23 School leadership	814,545
31 Guidance, counseling, & evaluation services	460,511
32 Social work services	21,490
33 Health services	141,748
34 Student (pupil) transportation	694,193
35 Food services	704,110
36 Extracurricular activities	291,927
41 General administration	341,286
51 Facilities maintenance and operations	1,571,156
52 Security and monitoring services	133,422
53 Data processing services	224,675
61 Community services	65,242
Total depreciation expense - governmental activities	\$ 15,180,607

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7. LONG-TERM LIABILITIES

General Obligation Bonds

The District issues general obligation bonds for governmental activities to provide resources for the acquisition and construction of major capital facilities. General obligation bonds are direct obligations and pledge the full faith and credit of the District. Principal and interest requirements are payable solely from future revenues of the debt service fund which consists primarily of property taxes collected by the District and interest earnings. Certain outstanding bonds may be redeemed at their par value prior to their normal maturity dates in accordance with the terms of the related bond indentures. The District has never defaulted on any principal or interest payment.

The District has entered into a continuing disclosure undertaking to provide annual reports and material event notices to the State Information Depository of Texas through the Municipal Advisory Council. This information is required under SEC Rule 15c2-12 to enable investors to analyze the financial condition and operations of the District.

Long-term liabilities include current interest bonds, term bonds, variable bonds, and capital appreciation bonds (CAB). State statutes limit the amount of general obligation debt a governmental entity may issue to 10% of its total assessed valuation. For the fiscal year ended August 31, 2022, the current debt limitation for the District is \$569,334,566. The District's outstanding debt of \$362,190,000 less the reserve for the retirement of the debt of \$13,742,840 totals \$348,447,160 leaving a legal debt margin of \$220,887,406.

There are a number of limitations and restrictions contained in the general obligation debt indentures. Management has indicated that the District is in compliance with all significant limitations and restrictions as of August 31, 2022.

Bonded debt as of August 31, 2022 is as follows:

Description	Interest Rate Payable	Maturity Date	Original Issue	Outstanding
Unlimited tax schoolhouse & refunding bonds, series 2000	5.40-6.05%	02/15/28	\$ 26,297,916	\$ 11,785,000
Unlimited tax schoolhouse bonds, series 2008	4.625-4.75%	02/15/33	30,000,000	690,000
Unlimited tax schoolhouse bonds, taxable series 2010B	5.941-6.011%	02/15/38	30,000,000	30,000,000
Variable rate unlimited tax refunding bonds, series 2013	Variable	08/01/37	27,940,000	27,940,000
Unlimited tax refunding bonds, series 2013	1.875-5.00%	02/15/30	23,360,000	7,665,000
Unlimited tax schoolhouse bonds, series 2014	4.00-5.00%	02/15/44	54,755,000	51,110,000
Unlimited tax refunding bonds, series 2014	5.00%	02/15/32	63,505,000	43,650,000
Unlimited tax schoolhouse bonds, series 2016A	2.00%-5.00%	02/15/49	64,475,000	62,525,000
Unlimited tax refunding bonds, series 2016B	3.00%-5.00%	02/15/33	27,720,000	27,720,000
Unlimited tax refunding bonds, series 2019	4.00%	02/15/34	12,965,000	12,965,000
Unlimited tax schoolhouse bonds, series 2021	2.00%-5.00%	02/15/51	86,140,000	86,140,000
			<u>\$ 447,157,916</u>	<u>\$ 362,190,000</u>

Variable Rate Terms – In August 2021, outstanding bonds totaling \$27,940,000 were remarketed to a term rate (0.25%) for a period of two years through August 31, 2023. Thereafter, the bonds will bear interest in a mode and at a rate determined by the remarketing agent (JP Morgan Securities LLC) and may change at the District's option from time to time to (a) a weekly or term rate of a different duration or (b) a flexible rate not to exceed the lesser of (i) 7% per annum, or (ii) the maximum net effective interest rate permitted under Chapter 1204, Texas Government Code, as amended. In addition, at the option of the District, the bonds bearing interest at a variable rate or flexible rate may be converted in whole or in part to a fixed rate to their maturity.

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The following is a summary of changes in the District's total governmental long-term liabilities for the year ended August 31, 2022:

	Beginning Balance	Additions	Deletions	Ending Balance	Due within one year
Bonds payable:					
Unlimited tax schoolhouse & refunding bonds, series 2000	\$ 13,370,000	\$ -	\$ (1,585,000)	\$ 11,785,000	\$ 1,680,000
Unlimited tax schoolhouse bonds, series 2008	690,000	-	-	690,000	205,000
Unlimited tax schoolhouse bonds, taxable series 2010B	30,000,000	-	-	30,000,000	-
Variable rate unlimited tax refunding bonds, series 2013	27,940,000	-	-	27,940,000	-
Unlimited tax refunding bonds, series 2013	11,245,000	-	(3,580,000)	7,665,000	1,395,000
Unlimited tax schoolhouse bonds, series 2014	51,770,000	-	(660,000)	51,110,000	815,000
Unlimited tax refunding bonds, series 2014	47,705,000	-	(4,055,000)	43,650,000	3,980,000
Unlimited tax schoolhouse bonds, series 2016A	63,510,000	-	(985,000)	62,525,000	1,000,000
Unlimited tax refunding bonds, series 2016B	27,720,000	-	-	27,720,000	-
Unlimited tax refunding bonds, series 2019	12,965,000	-	-	12,965,000	-
Unlimited tax schoolhouse bonds, series 2021	86,140,000	-	-	86,140,000	385,000
	<u>373,055,000</u>	<u>-</u>	<u>(10,865,000)</u>	<u>362,190,000</u>	<u>9,460,000</u>
Deferred amounts:					
Accumulated accretion on capital appreciation bonds	2,555,730	171,174	-	2,726,904	-
Premium on issuance of bonds	28,856,835	-	(1,820,619)	27,036,216	-
Discount on issuance of bonds	(200,704)	30,876	-	(169,828)	-
Total bonds payable	<u>404,266,861</u>	<u>202,050</u>	<u>(12,685,619)</u>	<u>391,783,292</u>	<u>9,460,000</u>
Other liabilities:					
Net pension liability	36,627,717	-	(19,006,841)	17,620,876	-
Net OPEB liability	34,143,800	1,060,057	-	35,203,857	-
Compensated absences	6,029	2,235	-	8,264	-
Total other liabilities	<u>70,777,546</u>	<u>1,062,292</u>	<u>(19,006,841)</u>	<u>52,832,997</u>	<u>-</u>
Governmental activities long-term liabilities	<u>\$ 475,044,407</u>	<u>\$ 1,264,342</u>	<u>\$ (31,692,460)</u>	<u>\$ 444,616,289</u>	<u>\$ 9,460,000</u>

Debt service requirements to maturity are as follows:

Year Ended August 31	General Obligation Bonds		Total Requirements
	Principal	Interest	
2023	\$ 9,460,000	\$ 13,357,887	\$ 22,817,887
2024	11,390,000	14,192,011	25,582,011
2025	11,255,000	13,653,662	24,908,662
2026	13,225,000	13,060,561	26,285,561
2027	13,890,000	12,394,087	26,284,087
2028-2032	77,390,000	51,855,533	129,245,533
2033-2037	96,255,000	33,937,376	130,192,376
2038-2042	58,900,000	15,368,486	74,268,486
2043-2047	46,040,000	6,428,750	52,468,750
2048-2051	24,385,000	986,700	25,371,700
	<u>\$ 362,190,000</u>	<u>\$ 175,235,053</u>	<u>\$ 537,425,053</u>

Build America Bonds

In February 2009, as part of the American Recovery and Reinvestment Act of 2009, Congress added Sections 54AA and 6431 to the Internal Revenue Code of 1986, which permit state and local governments to obtain certain tax advantages when issuing taxable obligations that meet certain requirements of the Code and the related Treasury regulations. Such obligations are referred to as Build America Bonds.

In April 2010, the District issued Unlimited Tax Schoolhouse Bonds, Taxable Series 2010B Bonds in the amount of \$30,000,000 under the Build America Bonds program. Under this program, the District receives semi-annual subsidies equal to 35% of the interest it pays on the bonds. The subsidy payments received by the District will not be pledged as security for the payment of the Series 2010B Bonds and no holder of the Series 2010B Bonds will be entitled to a tax credit or any subsidy payment with respect to the Series 2010B Bonds. The District intends to use the subsidy payments for any lawful purpose, which may include payment of principal and interest on the Series 2010B Bonds. For fiscal year ended August 31, 2022, the District received \$592,913 in such subsidies. The amount received was recorded as federal revenue in the General Fund.

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Accreted Interest on Capital Appreciation Bonds

With capital appreciation bonds, the interest is paid upon maturity of the bonds. In order to properly reflect the amounts payable on these bonds, the annual interest is added to the long-term liabilities as accretion of interest on capital appreciation bonds.

The interest on these obligations will be paid upon maturity in the fiscal years ending 2023-2025. The values associated with these bonds are reflected in the following table:

	Maturity Value of Bonds	Stated Bond Principal Amount	Accreted Interest on Bonds	Accreted Value of Bond at Year-End
Unlimited tax schoolhouse bonds, series 2008	\$ 3,730,000	\$ 690,000	\$ 2,726,904	\$ 3,416,904
Total	<u>\$ 3,730,000</u>	<u>\$ 690,000</u>	<u>\$ 2,726,904</u>	<u>\$ 3,416,904</u>

Defeased Debt

In April 2022, the District defeased \$1,910,000 in debt from the Series 2013 Bonds originally due in February 2029 and 2030. The liability has been removed from the governmental activities column activities column of the statement of net position.

In prior years, the District defeased certain general obligation debt by placing the proceeds of the new bonds in an irrevocable trust to provide for all future debt service payments on the refunded debt. Accordingly, the trust account assets and the liability for the defeased debt are not included in the District’s financial statements. At August 31, 2022, bonds outstanding of \$1,910,000 were considered defeased.

Arbitrage

In accordance with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, bonds must satisfy certain arbitrage rebate requirements. Positive arbitrage is the excess of (1) the amount earned on investments purchased with bond proceeds over (2) the amount that such investments would have earned had such investments been invested at a rate equal to the yield on the bond issue. In order to comply with the arbitrage rebate requirements, positive arbitrage must be paid to the U.S. Treasury at the end of each five year anniversary date of the bond issue. The District has estimated that it has no arbitrage liability as of August 31, 2022.

8. LEASES

GASB Statement No. 87, *Leases* (GASB 87), establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about the government’s leasing activities. The requirements of this statement were originally effective for the reporting periods beginning after December 31, 2019; however, issuance of GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance* (GASB 95), extended the effective date of GASB 87 to reporting periods after June 15, 2021, with earlier application encouraged. GASB 87 had no significant impact on the District.

9. DEFINED OTHER POST-EMPLOYMENT BENEFIT PLAN (OPEB)

Plan Description. The District participates in the Texas Public School Retired Employees Group Insurance Program (TRS-Care). It is a multiple-employer, cost sharing defined benefit OPEB plan with a special funding situation. The TRS-Care program was established in 1986 by the Texas Legislature.

The TRS Board of Trustees administers the TRS-Care program and the related fund in accordance with Texas Insurance Code Chapter 1575. The Board of Trustees is granted the authority to establish basic and optional group

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insurance coverage for participants as well as to amend benefit terms as needed under Chapter 1575.052. The Board may adopt rules, plans, procedures, and orders reasonably necessary to administer the program, including minimum benefits and financing standards.

OPEB Plan Fiduciary Net Position. Detail information about the TRS-Care’s fiduciary net position is available in the separately-issued TRS Comprehensive Annual Financial Report that includes financial statements and required supplementary information. That report may be obtained on the Internet at http://www.trs.texas.gov/Pages/about_publications.aspx; by writing to TRS at 1000 Red River Street, Austin, TX, 78701-2698; or by calling (512) 542-6592.

Components of the net OPEB liability of the TRS-Care plan as of August 31, 2021 are as follows:

Net OPEB Liability	
Total OPEB Liability	\$ 41,113,711,083
Less: Plan Fiduciary Net Position	(2,539,242,470)
Net OPEB Liability	\$ 38,574,468,613
Net Position as a Percentage of Total OPEB Liability	6.18%

Benefits Provided. TRS-Care provides health insurance coverage to retirees from public and charter schools, regional education service centers and other educational districts who are members of the TRS pension plan. Optional dependent coverage is available for an additional fee.

Eligible non-Medicare retirees and their dependents may enroll in TRS-Care Standard, a high-deductible health plan. Eligible Medicare retirees and their dependents may enroll in the TRS-Care Medicare Advantage medical plan and the TRS-Care Medicare Rx prescription drug plan. To qualify for TRS-Care coverage, a retiree must have at least 10 years of service credit in the TRS pension system. There are no automatic post-employment benefit changes; including automatic COLAs.

The premium rates for retirees are reflected in the following table.

TRS-CARE Monthly Premium Rates				
	Medicare		Non-Medicare	
Retiree*	\$	135	\$	200
Retiree and Spouse		529		689
Retiree* and Children		468		408
Retiree and Family		1,020		999

*or surviving spouse

Contributions. Contribution rates for the TRS-Care plan are established in state statute by the Texas Legislature, and there is no continuing obligation to provide benefits beyond each fiscal year. The TRS-Care plan is currently funded on a pay-as-you-go basis and is subject to change based on available funding. Funding for TRS-Care is provided by retiree premium contributions and contributions from the state, active employees, and school districts based upon public school district payroll. The TRS Board of trustees does not have the authority to set or amend contribution rates.

Texas Insurance Code, section 1575.202 establishes the state’s contribution rate which is 1.25% of the employee’s salary. Section 1575.203 establishes the active employee’s rate which is .65% of pay. Section 1575.204 establishes an employer contribution rate of not less than .25% or not more than .75% of the salary of each active employee of the public or charter school. The actual employer contribution rate is prescribed by the Legislature in the General Appropriations Act. The following table shows contributions to the TRS-Care plan by type of contributor:

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	Contribution Rates	
	2021	2022
Member	0.65%	0.65%
Non-Employer Contributing Entity (NECE) (State)	1.25%	1.25%
Employers	0.75%	0.75%
Federal/private Funding remitted by Employers	1.25%	1.25%
2022 Employer Contributions	\$	780,357
2022 Member Contributions	\$	614,507
2022 NECE On-Behalf Contributions	\$	955,213

In addition to the employer contributions listed above, there is an additional surcharge all TRS employers are subject to (regardless of whether they participate in the TRS Care OPEB program). When employers hire a TRS retiree, they are required to pay to TRS Care, a monthly surcharge of \$535 per retiree.

TRS-Care received supplemental appropriations from the State of Texas as the Non-Employer Contributing Entity in the amount of \$5,520,343 in fiscal year 2021 for consumer protections against medical and health care billing by certain out-of-network providers.

The State's on-behalf contribution is recorded as revenues and expenditures/expenses in the financial statements.

Actuarial Assumptions. The actuarial valuation was performed as of August 31, 2020. Updated procedures were used to roll forward the Total OPEB Liability to August 31, 2021.

The actuarial valuation of the OPEB plan offered through TRS-Care is similar to the actuarial valuation performed for the pension plan, except that the OPEB valuation is more complex. The demographic assumptions were developed in the experience study performed for TRS for the period ending August 31, 2017. The following assumptions and other inputs used for members of TRS-Care are based on an established pattern of practice and are identical to the assumptions used in the August 31, 2020 TRS pension actuarial valuation that was rolled forward to August 31, 2021:

Rates of Mortality	Rates of Disability
Rates of Retirement	General Inflation
Rates of Termination	Wage Inflation

The active mortality rates were based on 90% of the RP-2014 Employee Mortality Tables for males and females, with full generational mortality using Scale BB. The post-retirement mortality rates for healthy lives were based on the 2018 TRS of Texas Healthy Pensioner Mortality Tables, with full generational projection using the ultimate improvement rates from the most recently published scale (U-MP).

Additional Actuarial Methods and Assumptions:

Valuation Date	August 31, 2020, rolled forward to August 31, 2021
Actuarial Cost Method	Individual Entry Age Normal
Inflation	2.30%
Single Discount Rate	1.95% as of August 31, 2021
Aging Factors	Based on plan specific experience
Expenses	Third-party administrative expenses related to the delivery of health care benefits are included in the age-adjusted claims costs.
Salary Increases*	3.05% to 9.05%*
Health Trend Rates	The initial medical trend rates were 8.50% for Medicare retirees and 7.10% for non-Medicare retirees. There was an initial prescription drug trend rate of 8.50% for all retirees. The initial trend rates decrease to an ultimate trend rate of 4.25% over a period of 12 years.
Election Rates	Normal Retirement: 65% participation rate prior to age 65 and 40% participation rate after age 65. Pre-65 retirees - 25% are assumed to discontinue coverage at age 65.
Ad hoc Post-Employment Benefit Changes	None

*Includes inflation at 2.30%

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Discount Rate. A single discount rate of 1.95% was used to measure the Total OPEB Liability. There was a decrease of .38% in the discount rate since the previous year. Because the plan is essentially a “pay-as-you-go” plan, the single discount rate is equal to the prevailing municipal bond rate. The projection of cash flows used to determine the discount rate assumed that contributions from active members and those of the contributing employers and the non-employer contributing entity are made at the statutorily required rates. Based on those assumptions, the OPEB plan’s fiduciary net position was projected to not be able to make all future benefit payments of current plan members. Therefore, the municipal bond rate was used for the long-term rate of return and was applied to all periods of projected benefit payments to determine the total OPEB liability.

The source of the municipal bond rate is the Fidelity “20-year Municipal GO AA Index” as of August 31, 2021 using the Fixed-Income Market Data/Yield Curve/Data Municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the Net OPEB Liability if the discount rate used was 1% point lower than and 1% point higher than the discount rate that was used (1.95%) in measuring the Net OPEB Liability:

	1% Decrease in Discount Rate (.95%)	Single Discount Rate (1.95%)	1% Increase in Discount Rate (2.95%)
District's proportionate share of the Net OPEB liability	\$ 42,463,963	\$ 35,203,857	\$ 29,489,917

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEBs. At August 31, 2022, the District reported a liability of \$35,203,857 for its proportionate share of the TRS’ Net OPEB Liability. This liability reflects a reduction for State OPEB support provided to the District. The amount recognized by the District as its proportionate share of the net OPEB liability, the related State support, and the total portion of the Net OPEB Liability that was associated with the District were as follows:

District's proportionate share of the collective Net OPEB liability	\$ 35,203,857
State's proportionate share that is associated with the District	47,165,323
Total	\$ 82,369,180

The Net OPEB Liability was measured as of August 31, 2020 and rolled forward to August 31, 2021 and the Total OPEB Liability used to calculate the Net OPEB Liability was determined by an actuarial valuation as of that date. The District’s proportion of the Net OPEB Liability was based on the District’s contributions to the OPEB plan relative to the contributions of all employers to the plan for the period September 1, 2020 thru August 31, 2021.

For the fiscal years ended August 31, 2022 and 2021, the District’s proportion of the collective Net OPEB Liability was as follows:

<u>2022</u>	<u>2021</u>	
Measurement Year	Measurement Year	Increase/(Decrease)
8/31/2021	8/31/2020	
0.0912620654%	0.0898177953%	0.0014442701%

The following schedule shows the impact of the Net OPEB Liability if a healthcare trend rate that is 1% less than and 1% greater than the health trend rates assumed.

	1% Decrease in Healthcare Trend Rate	Current Single Healthcare Trend Rate	1% Increase in Healthcare Trend Rate
District's proportionate share of the Net OPEB Liability	\$ 28,513,957	\$ 35,203,857	\$ 44,180,040

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Changes Since the Prior Actuarial Valuation. The following were changes to the actuarial assumptions or other inputs that affected measurement of the Total OPEB liability (TOL) since the prior measurement period:

- The discount rate changed from 2.33% as of August 31, 2020 to 1.95% as of August 31, 2021. This change increased the TOL.
- There were no changes in benefit in benefit terms since the prior measurement date.

For the year ended August 31, 2022, the District recognized OPEB expense of (\$2,332,644) and revenue of (\$1,740,761) for support provided by the State.

At August 31, 2022, the District reported its proportionate share of the TRS' deferred outflows of resources and deferred inflows of resources related to other post-employment benefits from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 1,515,693	\$ 17,041,129
Changes in Actuarial Assumptions	3,899,240	7,444,964
Net Difference Between Projected and Actual Investment Earnings	38,220	-
Changes in Proportion and Difference Between the Employer's Contributions and the Proportionate Share of Contributions	3,562,267	-
District Contributions Paid to TRS Subsequent to the Measurement Date	780,357	-
Total	\$ 9,795,777	\$ 24,486,093

The net amounts of the District's balances of deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended August 31:	OPEB Expense Amount
2022	\$ (3,125,551)
2023	(3,126,412)
2024	(3,126,176)
2025	(2,199,516)
2026	(994,981)
Thereafter	(2,948,037)
	\$ (15,520,673)

10. MEDICARE PART D – ON BEHALF PAYMENTS

The Medicare Prescription Drug, Improvement, and Modernization Act of 2003, which was effective January 1, 2006, established prescription drug coverage for Medicare beneficiaries known as Medicare Part D. One of the provisions of Medicare Part D allows for the Texas Public School Retired Employee Group Insurance Program (TRS-Care) to receive retiree drug subsidy payments from the federal government to offset certain prescription drug expenditures for eligible TRS-Care participants. Subsidy payments made on behalf of the District for fiscal years 2022, 2021, and 2020 were \$300,409, \$395,767, and \$359,027 respectively.

11. DEFINED BENEFIT PENSION PLAN

Plan Description. The District participates in a cost-sharing multiple employer defined benefit pension plan that has a special funding situation. The pension plan is administered by the TRS. It is a defined benefit pension plan established and administered in accordance with the Texas Constitution, Article XVI, Section 67, and Texas Government Code, Title 8, Subtitle C. The pension plan is a qualified pension trust under Section 401(a) of the Internal Revenue Code. The Texas Legislature establishes benefits and contribution rates within the guidelines of the Texas Constitution. The pension plan's Board of Trustees does not have the authority to establish or amend benefit terms.

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All employees of public, state-supported educational institutions in Texas who are employed for one-half or more of the standard workload and who are not exempted from membership under Texas Government Code, Title 8, Section 822.002 are covered by the pension plan.

Pension Plan Fiduciary Net Position. Detailed information about the TRS' fiduciary net position is available in a separately issued Annual Comprehensive Financial Report (ACFR) that includes financial statements and required supplementary information. That report may be obtained on the Internet at https://www.trs.texas.gov/Pages/about_publications.aspx; by writing to TRS at 1000 Red River Street, Austin, TX, 78701-2698, or by calling (512) 542-6592.

Components of the net pension liability of the pension plan are as of August 31, 2021 are as follows:

<u>Net Pension Liability</u>	
Total Pension Liability	\$ 227,273,463,630
Less: Plan Fiduciary Net Position	(201,807,002,496)
Net Pension Liability	<u>\$ 25,466,461,134</u>
 Net Position as Percentage of Total Pension Liability	 88.79%

Benefits Provided. TRS provides service and disability retirement, as well as death and survivor benefits, to eligible employees (and their beneficiaries) of public and higher education in Texas. The pension formula is calculated using 2.3% (multiplier) times the average of the five highest annual creditable salaries times years of credited service to arrive at the annual standard annuity except for members who are grandfathered, the three highest annual salaries are used. The normal service retirement is at age 65 with 5 years of credited service or when the sum of the member's age and years of credited service equals 80 or more years. Early retirement is at age 55 with 5 years of service credit or earlier than 55 with 30 years of service credit. There are additional provisions for early retirement if the sum of the member's age and years of service credit total at least 80, but the member is less than age 60 or 62 depending on date of employment, or if the member was grandfathered in under a previous rule. There are no automatic post-employment benefit changes; including automatic COLAs. Ad hoc post-employment benefit changes, including ad hoc COLAs, can be granted by the Texas Legislature as noted in the Plan description above.

Texas Government Code section 821.006 prohibits benefit improvements, if, as a result of the particular action, the time required to amortize TRS unfunded actuarial liabilities would be increased to a period that exceeds 31 years, or, if the amortization period already exceeds 31 years, the period would be increased by such action. Actuarial implications of the funding provided in the manner are determined by the Plan's actuary.

Contributions. Contribution requirements are established or amended pursuant to Article 16, section 67 of the Texas Constitution which requires the Texas legislature to establish a member contribution rate of not less than 6% of the member's annual compensation and a state contribution rate of not less than 6% and not more than 10% of the aggregate annual compensation paid to members of the pension plan during the fiscal year. Employee contribution rates are set in state statute, Texas Government Code 825.402. The TRS Pension Reform Bill (Senate Bill 12) of the 86th Texas Legislature amended Texas Government Code 825.402 for member contributions and increased employee and employer contribution rates for fiscal years 2020 thru 2025.

	<u>Contribution Rates</u>	
	<u>2021</u>	<u>2022</u>
Member	7.7%	7.7%
Non-Employer Contributing Entity (NECE) (State)	7.5%	7.5%
Employers	7.5%	7.5%
 2022 Employer Contributions		\$ 3,488,070
2022 Member Contributions		\$ 7,563,226
2022 NECE On-Behalf Contributions		\$ 4,750,532

Contributors to the pension plan include members, employers and the State of Texas as the only non-employer contributing entity. The State is the employer for senior colleges, medical schools and state agencies including TRS. In each respective role, the State contributes to the plan in accordance with state statutes and the General

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Appropriations Act (GAA). The State's on-behalf contribution is recorded as revenues and expenditures/expenses in the financial statements.

As the non-employer contributing entity for public education and junior colleges, the State of Texas contributes to the pension plan an amount equal to the current employer contribution rate times the aggregate annual compensation of all participating members of the pension plan during that fiscal year reduced by the amounts described below which are paid by the employers. Employers, including public schools, are required to pay the employer contribution rate in the following instances:

- On the portion of the member's salary that exceeds the statutory minimum for members entitled to the statutory minimum under Section 21.402 of the Texas Education Code.
- During a new member's first 90 days of employment.
- When any part or all of an employee's salary is paid by federal funding sources, a privately sponsored source, from non-educational and general, or local funds.
- When the employing district is a public junior college or junior college district, the employer shall contribute to the retirement system an amount equal to 50% of the state contribution rate for certain instructional or administrative employees; and 100% of the state contribution rate for all other employees.

In addition to the employer contributions listed above, there are additional surcharges an employer is subject to:

- All public schools, charter schools, and regional educational service centers must contribute 1.6% of the member's salary beginning in fiscal year 2021, gradually increasing to 2% in fiscal year 2025.
- When employing a retiree of the Teacher Retirement System, the employer shall pay both the member contribution and the state contribution as an employment after retirement surcharge.

Actuarial Assumptions. The total pension plan liability in the August 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

Valuation Date	August 31, 2020 rolled forward to August 31, 2021
Actuarial Cost Method	Individual Entry Age Normal
Asset Valuation Method	Fair Value
Single Discount Rate	7.25%
Long-term expected Investment Rate of Return	7.25%
Municipal Bond Rate as of August 2020*	1.95%*
Last year ending August 31 in Projection Period (100 years)	2120
Inflation	2.30%
Salary Increases	3.05% to 9.05% including inflation
Ad Hoc Post-Employment Benefit Changes	None

* Source: Fixed Income market data/yield curve/data municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-Year Municipal GO AA Index."

The actuarial methods and assumptions are used in the determination of the total pension liability are the same assumptions used in the actuarial valuation as of August 31, 2020. For a full description of these assumptions please see the actuarial valuation report dated November 9, 2020.

Discount Rate. The single discount rate of 7.25% was used to measure the total pension liability. The single discount rate was based on the expected rate of return on plan investments of 7.25%. The projection of cash flows used to determine this single discount rate assumed that contributions from active members, employers and the non-employer contributing entity will be made at the rates set by the legislature during the 2019 session. It is assumed that future

**DICKINSON INDEPENDENT SCHOOL DISTRICT
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employer and state contributions will be 8.50% of payroll in fiscal year 2020 gradually increasing to 9.55% of payroll over the next several years. This includes all employer and state contributions for active and rehired retirees.

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term rate of return on pension plan investments is 7.25%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the Systems target asset allocation as of August 31, 2021 are summarized below:

Asset Class*	Target Allocation**	Long-Term Expected Geometric Real Rate of Return***	Expected Contribution to Long-Term Portfolio Returns
Global Equity			
U.S.	18.0%	3.6%	0.94%
Non-U.S. Developed	13.0%	4.4%	0.83%
Emerging Markets	9.0%	4.6%	0.74%
Private Equity	14.0%	6.3%	1.36%
Stable Value			
Government Bonds	16.0%	-0.2%	0.01%
Absolute Return	0.0%	1.1%	0.00%
Stable Value Hedge Funds	5.0%	2.2%	0.12%
Real Return			
Real Estate	15.0%	4.5%	1.00%
Energy, Natural Resources and Infrastructure	6.0%	4.7%	0.35%
Commodities	0.0%	1.7%	0.00%
Risk Parity			
Risk Parity	8.0%	2.8%	0.28%
Asset Allocation Leverage			
Cash	2.0%	-0.7%	-0.01%
Asset Allocation Leverage	-6.0%	-0.5%	0.03%
Inflation Expectation			2.20%
Volatility Drag****			-0.95%
Expected Return	100%		6.90%

*Absolute Return includes Credit Sensitive Investments.
**Target allocations are based on the FY2021 policy model.
***Capital Market Assumptions come from Aon Hewitt (as of 08/31/2021)
****The volatility drag results from the conversion between arithmetic and geometric mean returns.

Discount Rate Sensitivity Analysis. The following table presents the Net Pension Liability of the pension plan using the discount rate of 7.25%, and what the net pension liability would be if it were calculated using a discount rate that is 1% point lower (6.25%) or 1% point higher (8.25%) than the current rate.

	1% Decrease in Discount Rate (6.25%)	Discount Rate (7.25%)	1% Increase in Discount Rate (8.25%)
District's proportionate share of the net pension liability	\$ 38,504,412	\$ 17,620,876	\$ 677,990

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Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At August 31, 2022, the District reported a net pension liability of \$17,620,876 for its proportionate share of the TRS' net pension liability. This liability reflects a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the collective net pension liability	\$ 17,620,876
State's proportionate share that is associated with the District	28,349,135
Total	\$ 45,970,011

The net pension liability was measured as of August 31, 2020 and rolled forward to August 31, 2021 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the District's contributions to the pension plan relative to the contributions of all employers to the plan for the period September 1, 2020 through August 31, 2021.

For the fiscal years ended August 31, 2022 and 2021, the District's proportion of the collective Net Pension Liability was as follows:

2022	2021	
Measurement Year	Measurement Year	
8/31/2020	8/31/2019	Increase/(Decrease)
0.0691924814%	0.0683889316%	0.0008035498%

Changes Since the Prior Actuarial Valuation.

There were no changes in assumptions since the prior measurement date.

For the year ended August 31, 2022, the District recognized pension expense of \$2,226,472 and revenue of \$113,336 for support provided by the State in the government-wide financial statements.

At August 31, 2022, the District reported its proportionate share of the TRS' deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 29,488	\$ 1,240,524
Changes in Actuarial Assumptions	6,228,636	2,715,151
Difference Between Projected and Actual Investment Earnings	-	14,774,876
Changes in Proportion and Difference Between the Employer Contributions and Proportionate Share of Contributions	1,587,717	173,565
District Contributions Paid to TRS Subsequent to the Measurement Date of the Net Pension Liability	3,488,070	-
Total	\$ 11,333,911	\$ 18,904,116

**DICKINSON INDEPENDENT SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
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The net amounts of the District's balances of deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended August 31:	Pension Expense Amount
2022	\$ (1,493,679)
2023	(1,789,288)
2024	(3,315,851)
2025	(4,373,111)
2026	(70,832)
Thereafter	(15,514)
	<u>\$ (11,058,275)</u>

12. OTHER POST EMPLOYMENT BENEFITS

The District does not provide post employment healthcare benefits except those mandated by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and TRS Care described above (Note 9). The requirements established by COBRA are fully funded by former employees who elect coverage under the Act, and no direct costs are incurred by the District.

13. RISK MANAGEMENT

General

The District is exposed to various risks of loss related to property/liability losses for which the District carries commercial insurance.

In addition, the District participated in the following TASB Risk Management Fund (the Fund) programs:

- Auto Liability
- Auto Physical Damage
- Privacy & Information Security
- School Liability

The Fund was created and is operated under the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. All members participating in the Fund execute Interlocal Agreements that define the responsibilities of the parties.

The Fund purchases stop-loss coverage for protection against catastrophic and larger than anticipated claims for its Auto, Liability and Property Programs. The terms and limits of the stop-loss program vary by line of coverage. The Fund uses the services of an independent actuary to determine the adequacy of reserves and fully funds those reserves. For the year ended August 31, 2022, the Fund anticipates that Dickinson ISD has no additional liability beyond the contractual obligations for payment of contributions.

The Fund engages the services of an independent auditor to conduct a financial audit after the close of each plan year (August 31). The audit is accepted by the Fund's Board of Trustees in February of the following year. The Fund's audited financial statements as of August 31, 2021, are available on the TASB Risk Management Fund website and have been filed with the Texas Department of Insurance in Austin.

Unemployment Compensation Pool

During the year ended August 31, 2022, the District provided unemployment compensation coverage to its employees through participation in the TASB Risk Management Fund (the Fund). The Fund was created and is operated under the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Fund's Unemployment Compensation Program is authorized by Section 22.005 of the Texas Education Code and Chapter

**DICKINSON INDEPENDENT SCHOOL DISTRICT
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172 of the Texas Local Government Code. All members participating in the Fund execute Interlocal Agreements that define the responsibilities of the parties.

The Fund meets its quarterly obligation to the Texas Workforce Commission. Expenses are accrued monthly until the quarterly payment has been made. Expenses can be reasonably estimated; therefore, there is no need for specific or aggregate stop loss coverage for the Unemployment Compensation pool. For the year ended August 31, 2022, the Fund anticipates that Dickinson ISD has no additional liability beyond the contractual obligation for payment of contribution.

The Fund engages the services of an independent auditor to conduct a financial audit after the close of each plan year (August 31). The audit is accepted by the Fund’s Board of Trustees in February of the following year. The Fund’s audited financial statements as of August 31, 2021, are available on the TASB Risk Management Fund website and have been filed with the Texas Department of Insurance in Austin.

Health Insurance

The District participates in the Teacher Retirement System of Texas Active Care health care coverage program. This program is a statewide program for public education employees established by the 77th Texas Legislature.

Workers’ Compensation

The District participates in the Texas Educational Insurance Association, a public entity risk pool operating as a common risk management and insurance program for member school districts. However, the District is a reimbursing member whereby it does not pay premiums but pays for claims and the cost of handling claims. As such, the District self-insures its worker’s compensation claims which are administered by a third party, Claims Administrative Services, Inc.

Liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities also include an estimated amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claims settlement trends (including frequency and amount of pay-outs), and other economic and social factors. The estimate of claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, for example from stop-loss or subrogation, are another component of the claims liability estimate. An excess coverage insurance policy covers individual claims in excess of \$225,000 up to the statutory limits for any given claim. The following is a summary of the change in the balance of claims liabilities for workers’ compensation for the years ended August 31, 2021, and 2022, respectively:

Fiscal Year	Beginning Balance	Claims Incurred	Claims Payments	Ending Balance
2021	\$ 852,366	\$ 230,342	\$ 221,745	\$ 860,963
2022	860,963	394,790	267,320	988,433

14. CONSTRUCTION AND OTHER SIGNIFICANT COMMITMENTS

At August 31, 2022, the District had commitments under construction contracts totaling approximately \$35.4 million.

The District utilizes encumbrance accounting in its governmental funds. Encumbrances represent commitments related to contracts not yet performed (executory contracts), and are used to control expenditures for the year and to enhance cash management. A school district often issues purchase orders or signs contracts for the purchase of goods and services to be received in the future. At the time these commitments are made, which in its simplest form means when a purchase order is prepared, the appropriate accounts are checked for available funds. If an adequate balance exists, the amount of the order is immediately charged to the account to reduce the available balance for control purposes.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
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Prior to the end of the year, every effort should be made to liquidate outstanding encumbrances. When encumbrances are outstanding at year end, the District likely will honor the open purchase orders or contracts that support the encumbrances. For reporting purposes, outstanding encumbrances are not considered expenditures for the fiscal year, only a commitment to expend resources. If the District allows encumbrances to lapse, even though it plans to honor encumbrances, the appropriations authority expires and the items represented by the encumbrances are usually reappropriated in the following year’s budget. Open encumbrances at fiscal year end are included in restricted, committed, or assigned fund balance, as appropriate.

At August 31, 2022, certain amounts which were previously restricted, committed, or assigned for specific purposes have been encumbered in the governmental funds. Significant encumbrances included in governmental fund balances are as follows:

Encumbrances Included in the Following Fund Balance:				
Fund	Restricted	Committed	Assigned	Total
General	\$ -	\$ -	\$ 1,851,108	\$ 1,851,108
Capital Projects	<u>37,478,981</u>	<u>-</u>	<u>-</u>	<u>37,478,981</u>
Total	<u>\$ 37,478,981</u>	<u>\$ -</u>	<u>\$ 1,851,108</u>	<u>\$ 39,330,089</u>

15. CONTINGENT LIABILITIES

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of management and the District’s counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the District.

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the District expects such amounts, if any, to be immaterial.

16. SHARED SERVICE ARRANGEMENTS / JOINT VENTURES

The District is the fiscal agent for a Shared Service Arrangement (“SSA”), which provides educational services to students of member districts. In addition to the District, other member districts include Texas City ISD, Galveston ISD, and Clear Creek ISD. All services are provided by the fiscal agent. The member districts provide the funds to the fiscal agent. The District also receives funding from Galveston County for the program. According to guidance provided in TEA’s Resource Guide, the District has accounted for the fiscal agent’s activities of the SSA in Special Revenue Fund No. 446, Shared Services Arrangements – Transforming Lives Cooper using Model 3 in SSA section of the FASRG. Expenditures of the SSA are summarized below:

Dickinson Independent School District	\$ 9,378
Texas City Independent School District	16,737
Galveston Independent School District	586
Clear Creek Independent School District	<u>1,889</u>
	28,590
Galveston County (mandatory placement by judicial system)	72,018
Dickinson Independent School District (Per Capita Apportionment)	<u>33,417</u>
	<u>\$ 134,025</u>

The District is the fiscal agent for a Shared Service Arrangement (“SSA”), which provides educational services for students of member districts. In addition to the District, other member districts include Texas City ISD, Santa Fe ISD, Galveston ISD, and Hitchcock ISD. All services are provided by the fiscal agent. The member districts provide the funds to the fiscal agent. According to guidance provided in TEA’s Resource Guide, the District has accounted for the fiscal agent’s activities of the SSA in Special Revenue Fund No. 447, Shared Services Arrangements – Coastal Alternative Program using Model 3 in SSA section of the FASRG. Expenditures of the SSA are summarized below:

**DICKINSON INDEPENDENT SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
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Dickinson Independent School District	\$ 137,212
Texas City Independent School District	119,821
Santa Fe Independent School District	68,543
Galveston Independent School District	64,481
Hitchcock Independent School District	<u>31,757</u>
	<u>\$ 421,814</u>

The District is the fiscal agent for a Shared Service Arrangement (“SSA”), which provides disciplinary alternative education services for students within Galveston County. All services are provided by the fiscal agent. Galveston County provides the funds to the fiscal agent. The District also receives funding from the State of Texas based on student attendance data. The District accounts for the program in Fund No. 448, Shared Services Arrangements – Galveston County Detention Boot C. using Model 3 in SSA section of the FASRG. Expenditures of the SSA are summarized below:

Galveston County (mandatory placement by judicial system)	\$ 159,844
Dickinson Independent School District (Per Capita Apportionment)	<u>84,287</u>
	<u>\$ 244,131</u>

The District is the fiscal agent for a Shared Service Arrangement (“SSA”), which provides an educational environment for all students that ensures academic growth, emotional well-being, and positive social behaviors. All services are provided by the fiscal agent. Galveston County provides the funds to the fiscal agent. The District also receives funding from the State of Texas based on student attendance data. The District accounts for the program in Fund No. 449, Shared Services Arrangements – JJAEP Juvenile Justice AEP using Model 3 in SSA section of the FASRG. Expenditures of the SSA are summarized below:

Galveston County (mandatory placement by judicial system)	<u>\$ 131,775</u>
	<u>\$ 131,775</u>

17. RELATED ORGANIZATIONS

The Dickinson ISD Education Foundation (“Foundation”), a non-profit entity which was organized in 2007 to provide funds for District teaching and education programs, is a “related organization” as defined by GASB Statement No. 61. The members of the Board of Directors of the Foundation serve without financial compensation. The operations of the Foundation are not financially significant to the overall operations of the District, and therefore are not reported in the District’s financial statements.

18. DEFICIT NET POSITION

At August 31, 2022, the District reported a deficit balance of \$78,191,387 on the statement of net position caused by the implementation of GASB statement No. 68, *Accounting and Financial Reporting for Pensions* and No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions*.

19. SUBSEQUENT EVENTS

In preparing the financial statements, the District has evaluated subsequent events through January 6, 2023, the date the financials were available to be issued.

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REQUIRED SUPPLEMENTARY INFORMATION

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DICKINSON INDEPENDENT SCHOOL DISTRICT
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - GENERAL FUND
 FOR THE YEAR ENDED AUGUST 31, 2022

Data Control Codes	Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
	Original	Final		
REVENUES:				
5700 Total Local and Intermediate Sources	\$ 51,907,127	\$ 51,907,127	\$ 51,459,174	\$ (447,953)
5800 State Program Revenues	59,916,993	59,916,993	58,903,630	(1,013,363)
5900 Federal Program Revenues	2,685,000	2,685,000	2,406,561	(278,439)
5020 Total Revenues	114,509,120	114,509,120	112,769,365	(1,739,755)
EXPENDITURES:				
Current:				
0011 Instruction	75,584,312	76,520,093	75,496,116	1,023,977
0012 Instructional Resources and Media Services	1,326,297	1,421,278	1,325,033	96,245
0013 Curriculum and Instructional Staff Development	1,307,921	1,199,332	1,074,638	124,694
0021 Instructional Leadership	1,782,371	1,781,468	1,679,680	101,788
0023 School Leadership	7,340,574	7,411,235	7,233,549	177,686
0031 Guidance, Counseling, and Evaluation Services	3,452,295	3,586,487	3,508,019	78,468
0032 Social Work Services	205,239	253,769	199,301	54,468
0033 Health Services	1,309,237	1,363,568	1,253,042	110,526
0034 Student (Pupil) Transportation	6,722,996	6,829,499	6,448,473	381,026
0035 Food Services	-	4,000	3,345	655
0036 Extracurricular Activities	2,646,311	2,576,586	2,323,090	253,496
0041 General Administration	3,540,657	3,569,044	3,196,332	372,712
0051 Facilities Maintenance and Operations	15,101,165	15,521,291	14,273,739	1,247,552
0052 Security and Monitoring Services	1,171,261	1,243,619	1,159,781	83,838
0053 Data Processing Services	1,946,122	1,965,336	1,811,767	153,569
0061 Community Services	656,432	656,859	569,558	87,301
Capital Outlay:				
0081 Facilities Acquisition and Construction	-	1,662,792	1,441,197	221,595
Intergovernmental:				
0093 Payments to Fiscal Agent/Member Districts of SSA	122,127	155,437	143,208	12,229
0095 Payments to Juvenile Justice Alternative Ed. Prg.	170,000	170,000	146,590	23,410
0099 Other Intergovernmental Charges	566,000	568,012	559,580	8,432
6030 Total Expenditures	124,951,317	128,459,705	123,846,038	4,613,667
1100 Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,442,197)	(13,950,585)	(11,076,673)	2,873,912
OTHER FINANCING SOURCES (USES):				
7912 Sale of Real and Personal Property	5,000	5,000	52,988	47,988
7915 Transfers In	-	-	71,553	71,553
7080 Total Other Financing Sources (Uses)	5,000	5,000	124,541	119,541
1200 Net Change in Fund Balances	(10,437,197)	(13,945,585)	(10,952,132)	2,993,453
0100 Fund Balance - September 1 (Beginning)	49,072,013	49,072,013	49,072,013	-
3000 Fund Balance - August 31 (Ending)	\$ 38,634,816	\$ 35,126,428	\$ 38,119,881	\$ 2,993,453

DICKINSON INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
TEACHER RETIREMENT SYSTEM OF TEXAS
FOR THE YEAR ENDED AUGUST 31, 2022

	FY 2022 Plan Year 2021	FY 2021 Plan Year 2020	FY 2020 Plan Year 2019
District's Proportion of the Net Pension Liability (Asset)	0.069192481%	0.068388932%	0.068974911%
District's Proportionate Share of Net Pension Liability (Asset)	\$ 17,620,876	\$ 36,627,717	\$ 35,855,315
State's Proportionate Share of the Net Pension Liability (Asset) Associated with the District	28,349,135	57,393,518	53,118,503
Total	<u>\$ 45,970,011</u>	<u>\$ 94,021,235</u>	<u>\$ 88,973,818</u>
District's Covered Payroll	\$ 88,276,495	\$ 83,996,758	\$ 76,669,077
District's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	19.96%	43.61%	46.77%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	88.79%	75.54%	75.24%

Note: GASB Codification, Vol. 2, P20.183 requires that the information on this schedule be data from the period corresponding with the periods covered as of the measurement dates of August 31, 2021 for year 2022, August 31, 2020 for year 2021, August 31, 2019 for year 2020, August 31, 2018 for year 2019, August 31, 2017 for year 2018, August 31, 2016 for year 2017, August 31, 2015 for year 2016 and August 31, 2014 for year 2015.

This schedule shows only the years for which this information is available. Additional information will be added until 10 years of data are available and reported.

FY 2019 Plan Year 2018	FY 2018 Plan Year 2017	FY 2017 Plan Year 2016	FY 2016 Plan Year 2015	FY 2015 Plan Year 2014
0.066902026%	0.066275191%	0.059139763%	0.0584185%	0.0385672%
\$ 36,824,499	\$ 21,191,236	\$ 22,348,037	\$ 20,650,162	10,301,832
56,971,997	33,242,675	36,555,766	33,736,578	27,944,567
<u>\$ 93,796,496</u>	<u>\$ 54,433,911</u>	<u>\$ 58,903,803</u>	<u>\$ 54,386,740</u>	<u>\$ 38,246,399</u>
\$ 72,887,825	\$ 69,770,919	\$ 61,334,317	\$ 56,717,701	52,899,723
50.52%	30.37%	36.44%	36.41%	19.47%
73.74%	82.17%	78.00%	78.43%	83.25%

DICKINSON INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF DISTRICT'S CONTRIBUTIONS FOR PENSIONS
TEACHER RETIREMENT SYSTEM OF TEXAS
FOR FISCAL YEAR 2022

	2022	2021	2020
Contractually Required Contribution	\$ 3,488,070	\$ 2,952,552	\$ 2,820,650
Contribution in Relation to the Contractually Required Contribution	(3,488,070)	(2,952,552)	(2,820,650)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -
District's Covered Payroll	\$ 94,540,289	\$ 88,273,495	\$ 83,996,758
Contributions as a Percentage of Covered Payroll	3.69%	3.34%	3.36%

Note: GASB Codification, Vol. 2, P20.183 requires that the data in this schedule be presented as of the District's respective fiscal years as opposed to the time periods covered by the measurement dates ending August 31 of the preceding year.

This schedule shows only the years for which this information is available. Additional information will be added until 10 years of data are available and reported.

	2019	2018	2017	2016	2015
\$	2,416,127	\$ 2,259,989	\$ 2,172,114	\$ 1,879,020	\$ 1,729,798
	(2,416,127)	(2,259,989)	(2,172,114)	(1,879,020)	(1,729,798)
\$	-	\$ -	\$ -	\$ -	\$ -
\$	76,669,077	\$ 72,887,825	\$ 69,770,919	\$ 61,334,317	\$ 56,717,701
	3.15%	3.10%	3.11%	3.06%	3.05%

DICKINSON INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY
TEACHER RETIREMENT SYSTEM OF TEXAS
FOR THE YEAR ENDED AUGUST 31, 2022

	FY 2022 Plan Year 2021	FY 2021 Plan Year 2020	FY 2020 Plan Year 2019
District's Proportion of the Net Liability (Asset) for Other Postemployment Benefits	0.091262065%	0.089817795%	0.088769538%
District's Proportionate Share of Net OPEB Liability (Asset)	\$ 35,203,857	\$ 34,143,800	\$ 41,980,199
State's Proportionate Share of the Net OPEB Liability (Asset) Associated with the District	47,165,323	45,881,083	55,782,298
Total	<u>\$ 82,369,180</u>	<u>\$ 80,024,883</u>	<u>\$ 97,762,497</u>
District's Covered Payroll	\$ 88,273,495	\$ 83,996,758	\$ 76,669,077
District's Proportionate Share of the Net OPEB Liability (Asset) as a Percentage of its Covered Payroll	39.88%	40.65%	54.76%
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	6.18%	4.99%	2.66%

Note: GASB Codification, Vol. 2, P50.238 states that the information on this schedule should be determined as of the measurement date. The amounts reported for FY 2022 are for measurement date August 31, 2021. The amounts reported for FY 2021 are for the measurement date of August 31, 2020. The amounts for FY 2020 are for the measurement date August 31, 2019. The amounts for FY 2019 are for the measurement date August 31, 2018. The amounts for FY 2018 are based on the August 31, 2017 measurement date.

This schedule shows only the years for which this information is available. Additional information will be added until 10 years of data are available and reported.

<u>FY 2019</u> <u>Plan Year 2018</u>	<u>FY 2018</u> <u>Plan Year 2017</u>
0.086590401%	0.082654371%
\$ 43,235,380	\$ 35,943,285
62,783,385	54,775,000
<u>\$ 106,018,765</u>	<u>\$ 90,718,285</u>
\$ 72,887,825	\$ 69,770,919
59.32%	51.52%
1.57%	0.91%

DICKINSON INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF DISTRICT'S CONTRIBUTIONS FOR OTHER POSTEMPLOYMENT BENEFITS (OPEB)
TEACHER RETIREMENT SYSTEM OF TEXAS
FOR FISCAL YEAR 2022

	2022	2021	2020
Contractually Required Contribution	\$ 780,357	\$ 712,927	\$ 682,735
Contribution in Relation to the Contractually Required Contribution	(780,357)	(712,927)	(682,735)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -
District's Covered Payroll	\$ 94,540,289	\$ 88,273,495	\$ 83,996,758
Contributions as a Percentage of Covered Payroll	0.83%	0.81%	0.81%

Note: GASB Codification, Vol. 2, P50.238 requires that the data in this schedule be presented as of the District's respective fiscal years as opposed to the time periods covered by the measurement dates ending August 31 of the preceding year.

Information in this schedule should be provided only for the years where data is available. Eventually 10 years of data should be presented.

<hr/>	
2019	2018
<hr/>	
\$ 630,470	\$ 598,207
(630,470)	(598,207)
<hr/>	
\$ -	\$ -
<hr/> <hr/>	
\$ 76,669,077	\$ 72,887,825
0.82%	0.82%

**DICKINSON INDEPENDENT SCHOOL DISTRICT
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
AUGUST 31, 2022**

Notes to Schedules of Revenues, Expenditures, and Changes in Fund Balance

Budgetary Information

The District adopts an “appropriated budget” for the General Fund, the Debt Service Fund, and the Child Nutrition Fund using the same method of accounting as for financial reporting, as required by law. The remaining Special Revenue Funds (primarily federal grant programs) utilize a managerial type budget approved at the fund level by the Board of Trustees upon acceptance of the grants. These grants are subject to Federal, State and locally imposed length budgets and monitoring through submission of reimbursement reports.

Expenditures may not legally exceed budgeted appropriations at the function or activity level. Expenditure requests which would require an increase in total budgeted appropriations must be approved by the Trustees through formal budget amendment. State law prohibits trustees from making budget appropriations in excess of funds available or estimated revenues. State law also prohibits amendment of the budget after fiscal year end. Supplemental appropriations were made to the General Fund during the fiscal year ended August 31, 2022.

The administrative level at which responsibility for control of budgeted appropriations begins is at the organizational level within each function of operations. The finance department reviews closely the expenditure requests submitted by the various organizational heads (principal and department heads) throughout the year to ensure proper spending compliance. No public funds of the District shall be expended in any manner other than as provided for in the budget adopted by the Board of Trustees.

The official school budget for fiscal year 2022 was prepared for adoption for budgeted governmental fund types by August 31, 2021. The budget was adopted by the Board of Trustees at a duly advertised public meeting prior to the expenditure of funds. The final amended budget is filed with the Texas Education Agency (TEA) through inclusion in the annual financial and compliance report.

Encumbrance accounting is utilized in all government fund types. Encumbrances for goods and purchased services are documented by purchase orders or contracts. Under Texas law, appropriations lapse at year-end and encumbrances outstanding at that time are appropriately provided for in the subsequent year’s budget.

Notes to Schedule of the District’s Proportionate Share of the Net Pension Liability

Changes of Assumptions

There were no changes in assumptions since the prior measurement date.

Notes to Schedule of the District’s Proportionate Share of the Net OPEB Liability

Changes of Assumptions

The following were changes to the actuarial assumptions or other inputs that affected measurement of the Total OPEB liability (TOL) since the prior measurement period:

- The discount rate changed from 2.33% as of August 31, 2020 to 1.95% as of August 31, 2021. This change increased the TOL.
- There were no changes in benefit terms since the prior measurement date.

COMBINING SCHEDULES

DICKINSON INDEPENDENT SCHOOL DISTRICT
 COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS
 AUGUST 31, 2022

Data Control Codes	211 ESEA I, A Improving Basic Program	224 IDEA - Part B Formula	225 IDEA - Part B Preschool	226 IDEA - Part B Discretionary	
ASSETS					
1110	Cash and Cash Equivalents	\$ -	\$ -	\$ -	\$ 26,063
1240	Due from Other Governments	477,045	191,861	909	-
1290	Other Receivables	-	-	-	-
1300	Inventories	-	-	-	-
1000	Total Assets	<u>\$ 477,045</u>	<u>\$ 191,861</u>	<u>\$ 909</u>	<u>\$ 26,063</u>
LIABILITIES					
2110	Accounts Payable	\$ 68,641	\$ 12,782	\$ -	\$ -
2160	Accrued Wages Payable	12,927	340	-	-
2170	Due to Other Funds	395,477	178,739	909	-
2180	Due to Other Governments	-	-	-	-
2300	Unearned Revenue	-	-	-	26,063
2000	Total Liabilities	<u>477,045</u>	<u>191,861</u>	<u>909</u>	<u>26,063</u>
FUND BALANCES					
Nonspendable Fund Balance:					
3410	Inventories	-	-	-	-
Restricted Fund Balance:					
3450	Federal or State Funds Grant Restriction	-	-	-	-
Committed Fund Balance:					
3545	Other Committed Fund Balance	-	-	-	-
3000	Total Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
4000	Total Liabilities and Fund Balances	<u>\$ 477,045</u>	<u>\$ 191,861</u>	<u>\$ 909</u>	<u>\$ 26,063</u>

240 National Breakfast and Lunch Program	244 Career and Technical - Basic Grant	255 ESEA II,A Training and Recruiting	263 Title III, A English Lang. Acquisition	266 ESSER -School Emergency Relief -CARES	280 ESSER III Homelss Children	281 ESSER II CRRSA Act Supplemental	282 ESSER III ARP Act
\$ 4,800,232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
303,863	33,778	73,318	28,310	-	21,185	453,398	280,409
65,758	-	-	-	-	-	-	-
345,153	-	-	-	-	-	-	-
<u>\$ 5,515,006</u>	<u>\$ 33,778</u>	<u>\$ 73,318</u>	<u>\$ 28,310</u>	<u>\$ -</u>	<u>\$ 21,185</u>	<u>\$ 453,398</u>	<u>\$ 280,409</u>
\$ 247,763	\$ 4,029	\$ 11,091	\$ -	\$ -	\$ -	\$ 251,969	\$ 12,690
147,290	-	-	-	-	-	-	5,059
2,996	29,749	62,227	28,310	-	21,185	201,429	262,660
-	-	-	-	-	-	-	-
220,660	-	-	-	-	-	-	-
<u>618,709</u>	<u>33,778</u>	<u>73,318</u>	<u>28,310</u>	<u>-</u>	<u>21,185</u>	<u>453,398</u>	<u>280,409</u>
124,492	-	-	-	-	-	-	-
4,771,805	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<u>4,896,297</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>\$ 5,515,006</u>	<u>\$ 33,778</u>	<u>\$ 73,318</u>	<u>\$ 28,310</u>	<u>\$ -</u>	<u>\$ 21,185</u>	<u>\$ 453,398</u>	<u>\$ 280,409</u>

DICKINSON INDEPENDENT SCHOOL DISTRICT
 COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS
 AUGUST 31, 2022

Data Control Codes	284 IDEA B Formula ARP Act	285 IDEA B Preschool ARP Act	289 Other Federal Special Revenue Funds	397 Advanced Placement Incentives
ASSETS				
1110 Cash and Cash Equivalents	\$ -	\$ -	\$ 25,681	\$ 9,994
1240 Due from Other Governments	9,905	-	20,096	-
1290 Other Receivables	-	-	-	-
1300 Inventories	-	-	-	-
1000 Total Assets	<u>\$ 9,905</u>	<u>\$ -</u>	<u>\$ 45,777</u>	<u>\$ 9,994</u>
LIABILITIES				
2110 Accounts Payable	\$ 4,122	\$ -	\$ 3,825	\$ -
2160 Accrued Wages Payable	-	-	1,224	-
2170 Due to Other Funds	5,783	-	15,047	-
2180 Due to Other Governments	-	-	-	-
2300 Unearned Revenue	-	-	25,681	9,994
2000 Total Liabilities	<u>9,905</u>	<u>-</u>	<u>45,777</u>	<u>9,994</u>
FUND BALANCES				
Nonspendable Fund Balance:				
3410 Inventories	-	-	-	-
Restricted Fund Balance:				
3450 Federal or State Funds Grant Restriction	-	-	-	-
Committed Fund Balance:				
3545 Other Committed Fund Balance	-	-	-	-
3000 Total Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
4000 Total Liabilities and Fund Balances	<u>\$ 9,905</u>	<u>\$ -</u>	<u>\$ 45,777</u>	<u>\$ 9,994</u>

410 State Instructional Materials	429 Other State Special Revenue Funds	461 Campus Activity Funds	459 Other SSA Special Revenue Funds	499 Other Local Special Revenue Funds	Total Nonmajor Governmental Funds
\$ 70,208	\$ 350	\$ 1,050,883	\$ -	\$ 1,050	\$ 5,984,461
-	-	-	302,333	-	2,196,410
-	-	353	-	-	66,111
-	-	-	-	-	345,153
<u>\$ 70,208</u>	<u>\$ 350</u>	<u>\$ 1,051,236</u>	<u>\$ 302,333</u>	<u>\$ 1,050</u>	<u>\$ 8,592,135</u>
\$ 6,500	\$ -	\$ 69,574	\$ -	\$ 80	\$ 693,066
-	-	400	-	-	167,240
-	-	-	302,333	-	1,506,844
-	-	1,454	-	-	1,454
63,708	350	-	-	970	347,426
<u>70,208</u>	<u>350</u>	<u>71,428</u>	<u>302,333</u>	<u>1,050</u>	<u>2,716,030</u>
-	-	-	-	-	124,492
-	-	-	-	-	4,771,805
-	-	979,808	-	-	979,808
-	-	979,808	-	-	5,876,105
<u>\$ 70,208</u>	<u>\$ 350</u>	<u>\$ 1,051,236</u>	<u>\$ 302,333</u>	<u>\$ 1,050</u>	<u>\$ 8,592,135</u>

DICKINSON INDEPENDENT SCHOOL DISTRICT
 COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED AUGUST 31, 2022

Data Control Codes	211 ESEA I, A Improving Basic Program	224 IDEA - Part B Formula	225 IDEA - Part B Preschool	226 IDEA - Part B Discretionary
REVENUES:				
5700 Total Local and Intermediate Sources	\$ -	\$ -	\$ -	\$ -
5800 State Program Revenues	-	-	-	-
5900 Federal Program Revenues	2,364,050	1,909,273	28,512	81,587
5020 Total Revenues	2,364,050	1,909,273	28,512	81,587
EXPENDITURES:				
Current:				
0011 Instruction	2,039,173	1,245,390	28,512	27,071
0012 Instructional Resources and Media Services	-	-	-	-
0013 Curriculum and Instructional Staff Development	251,940	66,831	-	6,108
0021 Instructional Leadership	2,899	33,593	-	-
0023 School Leadership	38,028	-	-	2,139
0031 Guidance, Counseling, and Evaluation Services	2,018	311,402	-	16,840
0032 Social Work Services	-	-	-	-
0033 Health Services	-	44,379	-	7,680
0034 Student (Pupil) Transportation	-	-	-	-
0035 Food Services	-	-	-	-
0036 Extracurricular Activities	-	-	-	-
0041 General Administration	-	4,272	-	-
0051 Facilities Maintenance and Operations	-	-	-	-
0052 Security and Monitoring Services	-	-	-	-
0053 Data Processing Services	-	-	-	-
0061 Community Services	29,992	-	-	-
Intergovernmental:				
0093 Payments to Fiscal Agent/Member Districts of SSA	-	203,406	-	21,749
6030 Total Expenditures	2,364,050	1,909,273	28,512	81,587
1100 Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-
OTHER FINANCING SOURCES (USES):				
8911 Transfers Out (Use)	-	-	-	-
1200 Net Change in Fund Balance	-	-	-	-
0100 Fund Balance - September 1 (Beginning)	-	-	-	-
3000 Fund Balance - August 31 (Ending)	\$ -	\$ -	\$ -	\$ -

240 National Breakfast and Lunch Program	244 Career and Technical - Basic Grant	255 ESEA II,A Training and Recruiting	263 Title III, A English Lang. Acquisition	266 ESSER -School Emergency Relief -CARES	280 ESSER III Homelss Children	281 ESSER II CRRSA Act Supplemental	282 ESSER III ARP Act
\$ 462,953	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
192,628	-	-	-	-	-	-	-
8,579,307	145,481	219,355	186,296	841	21,185	3,247,025	4,601,781
9,234,888	145,481	219,355	186,296	841	21,185	3,247,025	4,601,781
-	141,336	-	152,902	-	21,185	2,827,350	3,069,105
-	993	-	-	-	-	286,153	14,207
-	-	164,763	32,653	-	-	48,536	222,581
-	3,152	-	370	-	-	2,000	128,788
-	-	49,243	-	-	-	-	115,127
-	-	1,925	-	-	-	-	357,467
-	-	-	-	-	-	-	4,058
-	-	-	-	-	-	-	36,235
-	-	-	-	-	-	-	120,218
6,580,372	-	-	-	-	-	-	79,130
-	-	-	-	-	-	-	7,102
-	-	-	-	-	-	-	28,914
44,959	-	-	-	-	-	-	142,537
-	-	-	-	-	-	-	31,826
-	-	-	-	-	-	82,986	231,297
-	-	3,424	371	841	-	-	13,189
-	-	-	-	-	-	-	-
6,625,331	145,481	219,355	186,296	841	21,185	3,247,025	4,601,781
2,609,557	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
2,609,557	-	-	-	-	-	-	-
2,286,740	-	-	-	-	-	-	-
\$ 4,896,297	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DICKINSON INDEPENDENT SCHOOL DISTRICT
 COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED AUGUST 31, 2022

Data Control Codes	284 IDEA B Formula ARP Act	285 IDEA B Preschool ARP Act	289 Other Federal Special Revenue Funds	397 Advanced Placement Incentives
REVENUES:				
5700 Total Local and Intermediate Sources	\$ -	\$ -	\$ -	\$ -
5800 State Program Revenues	-	-	-	3,900
5900 Federal Program Revenues	96,523	-	560,628	-
5020 Total Revenues	96,523	-	560,628	3,900
EXPENDITURES:				
Current:				
0011 Instruction	-	-	37,810	-
0012 Instructional Resources and Media Services	-	-	-	-
0013 Curriculum and Instructional Staff Development	6,600	-	17,494	3,900
0021 Instructional Leadership	-	-	-	-
0023 School Leadership	-	-	12,777	-
0031 Guidance, Counseling, and Evaluation Services	89,793	-	-	-
0032 Social Work Services	-	-	-	-
0033 Health Services	-	-	-	-
0034 Student (Pupil) Transportation	-	-	-	-
0035 Food Services	-	-	-	-
0036 Extracurricular Activities	-	-	-	-
0041 General Administration	-	-	-	-
0051 Facilities Maintenance and Operations	-	-	351,219	-
0052 Security and Monitoring Services	-	-	69,775	-
0053 Data Processing Services	-	-	-	-
0061 Community Services	-	-	-	-
Intergovernmental:				
0093 Payments to Fiscal Agent/Member Districts of SSA	130	-	-	-
6030 Total Expenditures	96,523	-	489,075	3,900
1100 Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	71,553	-
OTHER FINANCING SOURCES (USES):				
8911 Transfers Out (Use)	-	-	(71,553)	-
1200 Net Change in Fund Balance	-	-	-	-
0100 Fund Balance - September 1 (Beginning)	-	-	-	-
3000 Fund Balance - August 31 (Ending)	\$ -	\$ -	\$ -	\$ -

410 State Instructional Materials	429 Other State Special Revenue Funds	461 Campus Activity Funds	459 Other SSA Special Revenue Funds	499 Other Local Special Revenue Funds	Total Nonmajor Governmental Funds
\$ -	\$ -	\$ 768,943	\$ 817,041	\$ 240,384	\$ 2,289,321
429,874	32,659	-	117,704	-	776,765
-	-	-	-	-	22,041,844
429,874	32,659	768,943	934,745	240,384	25,107,930
429,529	16,458	121,207	662,814	117,319	10,937,161
-	327	24,540	-	36,703	362,923
-	-	15,874	119	1,500	838,899
345	-	3,085	54,723	-	228,955
-	-	40,304	216,709	-	474,327
-	15,874	500	-	53,880	849,699
-	-	-	-	-	4,058
-	-	-	-	-	88,294
-	-	315	-	-	120,533
-	-	-	-	-	6,659,502
-	-	401,273	-	30,982	439,357
-	-	-	-	-	33,186
-	-	47,106	-	-	585,821
-	-	780	380	-	102,761
-	-	-	-	-	314,283
-	-	-	-	-	47,817
-	-	-	-	-	225,285
429,874	32,659	654,984	934,745	240,384	22,312,861
-	-	113,959	-	-	2,795,069
-	-	-	-	-	(71,553)
-	-	113,959	-	-	2,723,516
-	-	865,849	-	-	3,152,589
\$ -	\$ -	\$ 979,808	\$ -	\$ -	\$ 5,876,105

DICKINSON INDEPENDENT SCHOOL DISTRICT
 COMBINING STATEMENT OF FIDUCIARY NET POSITION
 CUSTODIAL FUNDS
 AUGUST 31, 2022

	865 Custodial Fund Student Activity Acct	876 Hospitality Fund	880 Education Foundation Fund	Total Custodial Funds
ASSETS				
Cash and Cash Equivalents	\$ 399,901	\$ 3,074	\$ 7,326	\$ 410,301
Total Assets	<u>399,901</u>	<u>3,074</u>	<u>7,326</u>	<u>410,301</u>
LIABILITIES				
Accounts Payable	16,099	3,074	7,326	26,499
Accrued Wages Payable	480	-	-	480
Due to Other Funds	694	-	-	694
Due to Other Governments	1,560	-	-	1,560
Total Liabilities	<u>18,833</u>	<u>3,074</u>	<u>7,326</u>	<u>29,233</u>
NET POSITION				
Restricted Net Position	<u>381,068</u>	<u>-</u>	<u>-</u>	<u>381,068</u>
Total Net Position	<u><u>\$ 381,068</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 381,068</u></u>

DICKINSON INDEPENDENT SCHOOL DISTRICT
 COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
 CUSTODIAL FUNDS
 FOR THE YEAR ENDED AUGUST 31, 2022

	865 Custodial Fund Student Activity Acct	876 Hospitality Fund	880 Education Foundation Fund	Total Total Custodial Funds
ADDITIONS:				
Cocurricular Services or Activities	\$ 658,928	\$ -	\$ -	\$ 658,928
Earnings from Temporary Deposits	964	-	-	964
Contributions, Gifts and Donations	-	-	303,257	303,257
Miscellaneous Additions	-	-	54,809	54,809
Total Additions	<u>659,892</u>	<u>-</u>	<u>358,066</u>	<u>1,017,958</u>
DEDUCTIONS:				
Payroll Costs	-	-	47,528	47,528
Professional and Contracted Services	-	-	3,339	3,339
Other Deductions	651,953	-	861,916	1,513,869
Total Deductions	<u>651,953</u>	<u>-</u>	<u>912,783</u>	<u>1,564,736</u>
Change in Net Position	7,939	-	(554,717)	(546,778)
Net Position - September 1 (Beginning)	<u>373,129</u>	<u>-</u>	<u>554,717</u>	<u>927,846</u>
Net Position - August 31 (Ending)	<u>\$ 381,068</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 381,068</u>

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COMPLIANCE SCHEDULES

DICKINSON INDEPENDENT SCHOOL DISTRICT
 SCHEDULE OF DELINQUENT TAXES RECEIVABLE
 FISCAL YEAR ENDED AUGUST 31, 2022

Last 10 Years Ended August 31	(1)	(2)	(3)
	Tax Rates		Assessed/Appraised Value for School Tax Purposes
	Maintenance	Debt Service	
2013 and prior years	Various	Various	\$ Various
2014	1.040000	0.500000	2,649,688,574
2015	1.040000	0.500000	2,749,843,182
2016	1.040000	0.500000	2,916,730,130
2017	1.040000	0.500000	3,208,383,961
2018	1.040000	0.480000	3,432,055,592
2019	1.060000	0.460000	3,735,655,855
2020	0.970000	0.480000	4,178,050,483
2021	0.874000	0.470000	4,850,771,652
2022 (School year under audit)	0.872000	0.440000	5,693,345,655
1000 TOTALS			

(10) Beginning Balance 9/1/2021	(20) Current Year's Total Levy	(31) Maintenance Collections	(32) Debt Service Collections	(40) Entire Year's Adjustments	(50) Ending Balance 8/31/2022
\$ 644,799	\$ -	\$ 14,525	\$ 4,900	\$ (30,481)	\$ 594,893
98,612	-	4,373	2,102	(37)	92,100
122,063	-	(4,208)	(2,023)	(21,289)	107,005
141,270	-	17,974	8,641	(3,443)	111,212
162,008	-	22,645	10,887	(151)	128,325
229,234	-	47,989	22,149	1,350	160,446
304,339	-	69,065	29,972	2,783	208,085
495,973	-	160,866	79,603	46,004	301,508
1,009,632	-	(11,768)	(6,328)	(582,038)	445,690
-	74,696,695	48,857,279	24,652,756	-	1,186,660
<u>\$ 3,207,930</u>	<u>\$ 74,696,695</u>	<u>\$ 49,178,740</u>	<u>\$ 24,802,659</u>	<u>\$ (587,302)</u>	<u>\$ 3,335,924</u>

See Note 4 on page 40 for reconciliation to Exhibit C-1.

DICKINSON INDEPENDENT SCHOOL DISTRICT
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - CHILD NUTRITION PROGRAM
 FOR THE YEAR ENDED AUGUST 31, 2022

Data Control Codes	Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
	Original	Final		
REVENUES:				
5700 Total Local and Intermediate Sources	\$ 1,786,301	\$ 1,786,301	\$ 462,953	\$ (1,323,348)
5800 State Program Revenues	250,196	250,196	192,628	(57,568)
5900 Federal Program Revenues	5,730,000	5,730,000	8,579,307	2,849,307
5020 Total Revenues	<u>7,766,497</u>	<u>7,766,497</u>	<u>9,234,888</u>	<u>1,468,391</u>
EXPENDITURES:				
Current:				
0035 Food Services	7,674,297	7,674,297	6,580,372	1,093,925
0051 Facilities Maintenance and Operations	<u>92,200</u>	<u>92,200</u>	<u>44,959</u>	<u>47,241</u>
6030 Total Expenditures	<u>7,766,497</u>	<u>7,766,497</u>	<u>6,625,331</u>	<u>1,141,166</u>
1200 Net Change in Fund Balances	-	-	2,609,557	2,609,557
0100 Fund Balance - September 1 (Beginning)	<u>2,286,740</u>	<u>2,286,740</u>	<u>2,286,740</u>	<u>-</u>
3000 Fund Balance - August 31 (Ending)	<u>\$ 2,286,740</u>	<u>\$ 2,286,740</u>	<u>\$ 4,896,297</u>	<u>\$ 2,609,557</u>

DICKINSON INDEPENDENT SCHOOL DISTRICT
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - DEBT SERVICE FUND
 FOR THE YEAR ENDED AUGUST 31, 2022

Data Control Codes	Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
	Original	Final		
REVENUES:				
5700 Total Local and Intermediate Sources	\$ 25,440,000	\$ 25,440,000	\$ 25,117,962	\$ (322,038)
5800 State Program Revenues	-	-	1,021,877	1,021,877
5020 Total Revenues	25,440,000	25,440,000	26,139,839	699,839
EXPENDITURES:				
Debt Service:				
0071 Principal on Long-Term Liabilities	9,808,182	10,935,103	10,865,000	70,103
0072 Interest on Long-Term Liabilities	15,217,580	14,090,659	13,916,468	174,191
0073 Bond Issuance Cost and Fees	300,000	300,000	22,278	277,722
6030 Total Expenditures	25,325,762	25,325,762	24,803,746	522,016
1200 Net Change in Fund Balances	114,238	114,238	1,336,093	1,221,855
0100 Fund Balance - September 1 (Beginning)	12,406,747	12,406,747	12,406,747	-
3000 Fund Balance - August 31 (Ending)	\$ 12,520,985	\$ 12,520,985	\$ 13,742,840	\$ 1,221,855

DICKINSON INDEPENDENT SCHOOL DISTRICT
STATE COMPENSATORY EDUCATION AND BILINGUAL EDUCATION PROGRAM EXPENDITURES
FOR THE YEAR ENDED AUGUST 31, 2022

Section A: Compensatory Education Programs

AP1	Did your LEA expend any state compensatory education program state allotment funds during the district's fiscal year?	Yes
AP2	Does the LEA have written policies and procedures for its state compensatory education program?	Yes
AP3	List the total state allotment funds received for state compensatory education programs during the district's fiscal year.	11444168
AP4	List the actual direct program expenditures for state compensatory education programs during the LEA's fiscal year.	7912295

Section B: Bilingual Education Programs

AP5	Did your LEA expend any bilingual education program state allotment funds during the LEA's fiscal year?	Yes
AP6	Does the LEA have written policies and procedures for its bilingual education program?	Yes
AP7	List the total state allotment funds received for bilingual education programs during the LEA's fiscal year.	1246594
AP8	List the actual direct program expenditures for bilingual education programs during the LEA's fiscal year. (PICs 25,35)	857548

FEDERAL AWARDS SECTION

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MAYS & ASSOCIATES PLLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Trustees
DICKINSON INDEPENDENT SCHOOL DISTRICT
Dickinson, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Dickinson Independent School District (the District), as of and for the year ended August 31, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 6, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mays & Associates, PLLC

Baytown, Texas
January 6, 2023



MAYS & ASSOCIATES PLLC
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Trustees
DICKINSON INDEPENDENT SCHOOL DISTRICT
Dickinson, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Dickinson Independent School District's (the District) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended August 31, 2022. The District's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher

than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Mays & Associates, PLLC

**DICKINSON INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2022**

I. SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? yes X no

Significant deficiencies identified? yes X none reported

Noncompliance material to financial statements noted: yes X no

Federal Awards

Internal control over major programs:

Material weakness(es) identified? yes X no

Significant deficiencies identified? yes X none reported

Type of auditors' report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)? yes X no

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster
84.027; 84.173	Special Education Cluster
84.425	Education Stabilization Funds

Dollar threshold used to distinguish between type A and type B programs: \$ 750,000

Auditee qualified as low-risk auditee? X yes no

**DICKINSON INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2022**

II. FINANCIAL STATEMENT FINDINGS

None Noted.

III. FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None Noted.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED AUGUST 31, 2022**

None Noted.

**CORRECTIVE ACTION PLAN
FOR THE YEAR ENDED AUGUST 31, 2022**

None Noted.

DICKINSON INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED AUGUST 31, 2022

(1)	(2)	(3)	(4)
FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM or CLUSTER TITLE	Federal Assistance Listing No.	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF DEFENSE			
<u>Direct Programs</u>			
Reserve Officers' Training Corp	12.000	TX080083	\$ 72,963
Total Direct Programs			<u>72,963</u>
TOTAL U.S. DEPARTMENT OF DEFENSE			<u>72,963</u>
U.S. DEPARTMENT OF EDUCATION			
<u>Passed Through Texas Education Agency</u>			
ESEA, Title I, Part A - Improving Basic Programs	84.010A	20610101084901	3,646
ESEA, Title I, Part A - Improving Basic Programs	84.010A	21610101084901	482
ESEA, Title I, Part A - Improving Basic Programs	84.010A	22610101084901	2,435,569
Total Assistance Listing Number 84.010			<u>2,439,697</u>
*IDEA - Part B, Formula	84.027A	226600010849016600	1,909,273
*IDEA - Part B, Discretionary	84.027A	66002106	81,587
*IDEA, Part B, Formula - American Rescue Act (ARP)	84.027X	225350010849015350	96,523
Total Assistance Listing Number 84.027			<u>2,087,383</u>
*IDEA - Part B, Preschool	84.173A	226610010849016610	28,512
Total Special Education Cluster (IDEA)			<u>2,115,895</u>
Career and Technical - Basic Grant	84.048A	22420006084901	145,481
Title III, Part A - English Language Acquisition	84.365A	20671001084901	714
Title III, Part A - English Language Acquisition	84.365A	22671001084901	185,582
Total Assistance Listing Number 84.365			<u>186,296</u>
ESEA, Title II, Part A, Teacher Principal Training	84.367A	22694501084901	219,355
Title IV Part A SSAEP	84.424A	22680101084901	137,856
Elementary & Secondary School Emergency Relief Fd	84.425D	20521001084901	841
Elementary Secondary School Emergency Relief II	84.425D	21521001084901	3,247,025
ESSER III - ARP School Emergency Relief	84.425U	21528001084901	4,601,781
ARP- Homeless II - Education for Homeless Children	84.425W	21533002084901	21,185
Total Assistance Listing Number 84.425			<u>7,870,832</u>
Total Passed Through Texas Education Agency			<u>13,115,412</u>
TOTAL U.S. DEPARTMENT OF EDUCATION			<u>13,115,412</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
<u>Passed Through Texas Health and Human Services Commission</u>			
COVID-19 School Health Support Grant	93.323	39352201	422,772
Medicaid Administrative Claiming Program - MAC	93.778	HHS000537900241	119,338
Total Passed Through Texas Health and Human Services Commission			<u>542,110</u>
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			<u>542,110</u>

DICKINSON INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED AUGUST 31, 2022

(1)	(2)	(3)	(4)
FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM or CLUSTER TITLE	Federal Assistance Listing No.	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE			
<u>Passed Through the Texas Department of Agriculture</u>			
*School Breakfast Program	10.553	71402201	1,986,280
*National School Lunch Program - Cash Assistance	10.555	71302201	5,977,282
*National School Lunch Prog. - Non-Cash Assistance	10.555	084901	310,646
*Supply Chain Assistance Grant Award	10.555	6TX300400	305,099
Total Assistance Listing Number 10.555			<u>6,593,027</u>
Total Child Nutrition Cluster			<u>8,579,307</u>
Total Passed Through the Texas Department of Agriculture			<u>8,579,307</u>
TOTAL U.S. DEPARTMENT OF AGRICULTURE			<u>8,579,307</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 22,309,792</u>
*Clustered Programs			

See Accompanying Notes to the Schedule of Expenditures of Federal Awards

**DICKINSON INDEPENDENT SCHOOL DISTRICT
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED AUGUST 31, 2022**

1. The District utilizes the fund types specified in Texas Education Agency’s (TEA) *Financial Accountability System Resource Guide*.

Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Federal and state financial assistance generally is accounted for in a Special Revenue Fund.

The accompanying Schedule of Expenditures of Federal Awards (SEFA) includes the federal award activity of the District under programs of the federal government for the year ended August 31, 2022. The information in the SEFA is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Because the SEFA presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net assets or cash flows of the District.

2. The District has not elected to use the 10% de minimis indirect costs rate under the Uniform Guidance.
3. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and agency funds are accounted for using a current financial resources measurement focus. All federal grant funds are accounted for in the special revenue funds, a component of the governmental fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental fund types. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Federal grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant and, accordingly, when such funds are received, they are recorded as unearned revenues until earned. Generally, unused balances are returned to the grantor at the close of specified project periods.

4. The District participates in numerous state and federal grant programs that are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the District has not complied with the rules and regulations governing the grants, if any, refunds of any money received may be required and the collectability of any related receivable at August 31, 2022 may be impaired. In the opinion of the District, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provisions have been recorded in the accompanying financial statements for such contingencies.
5. Reconciliation of Federal Program Revenues:

Total Expenditures of Federal Awards	\$ 22,309,792
School Health and Related Services (SHARS)	1,442,516
E-Rate reimbursements	103,184
IRS interest subsidy	<u>592,913</u>
Total Federal Program Revenues	<u>\$ 24,448,405</u>

(Per TEA *Financial Accountability System Resource Guide* – SHARS reimbursements are not to be reported on Schedule of Expenditures of Federal Awards.)

DICKINSON INDEPENDENT SCHOOL DISTRICT

EXECUTIVE BOARD AGENDA DOCUMENT

Meeting Date: January 10, 2023

Item Title: Executive Session

Agenda Item: President of the Board

The Board President will reconvene the Board to meet in Executive Session. If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by **the Texas Open Meetings Act**, Texas Government Code **Section 551.001** et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, *including but not limited to the following section(s) and purpose(s): Texas Government Code Section 551.071* - Consultation with District’s attorney regarding potential claim to be asserted by the District and concerning matters on which the attorney’s duty to the District under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws; **Section 551.072** – Real Property; **551.074** - for the purpose of considering the appointment, resignations, reassignment, evaluation, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against public officers or employees; **Section 551.082** school children; school district employees; disciplinary matter or complaint, and **Section 551.0821** for the purpose of considering a matter regarding a public school student where personally identifiable information about the student will necessarily be revealed by the deliberation.

Time To Executive Session: _____

Time Out of Executive Session: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: January 10, 2023

Item Title: Personnel Action

- Employment
- Resignations/Retirement

Agenda Item: Kimberly Rich

- We have five (5) resignations: one (1) Teacher at Bay Colony Elementary, one (1) Teacher at Calder Road Elementary, and two (2) Teachers at Dickinson High School.
- We have one (2) retirements: one (1) Executive Dir of Technology and (1) Administrator at Dickinson High School.

Recommendation:

The Superintendent recommends the employment and ratification of the resignations/retirement of the above personnel.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: January 10, 2023

Item Title: 2021-2022 Annual Report and Public Hearing

Agenda Item: Dr. Debby Noffsinger

Background Information:

The 2021-2022 Annual Report will be discussed in a public hearing.

The 2021-2022 Annual Report is published online at:

<https://bit.ly/GatorAnnual>

Recommendation:

Information only

Action Item: _____ Yes _____ No

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: January 10, 2023

Item Title: Written Reports

If a request to pull a Written Report is not received by the afternoon of the Board meeting, the report writer will not be in attendance and President Magliolo will move to the next item.

Background Information:

Written Reports

- Tax Report for November, 2022 and Year to Date – Kelly Logsdon
- Safety Report – Robert Cobb
- Fall Professional Development Report – Dr. Jeff Pack

Recommendation:

Information only

Action Item: _____ Yes _____ No

**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: January 10, 2022

Item Title: Monthly Tax Collection Report

Agenda Item: Kelly Logsdon

Background Information:

The Monthly Tax Collection Report for November 2022 and year to date is attached.

Recommendation:

Information only.

Action Item: _____ Yes No

Dickinson Independent School District
Monthly Tax Collections Report
Maintenance Operations and Interest Sinking

Tax Year	Adjusted Taxable Values	Tax Rate	Tax Levy	Current Year Taxes Collected	Current Year % Collected										
2021	\$6,429,464,590	\$1.294	\$83,197,272	\$4,943,643	5.94%										
2021	\$5,715,025,955	\$1.312	\$74,981,141	\$73,510,035	98.04%										
2020	\$4,851,053,036	\$1.344	\$65,198,153	\$63,813,518	97.88%										
2019	\$4,166,906,421	\$1.450	\$60,420,143	\$59,423,702	98.35%										
2018	\$3,689,155,526	\$1.520	\$56,075,164	\$54,995,123	98.07%										
2022 Tax Year	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Totals:	% To Total	
Current Year Tax	Pending Billing	\$596,358	\$4,347,285										\$4,943,643		
YTD % Collected	0.00%	0.72%	5.94%	5.94%	5.94%	5.94%	5.94%	5.94%	5.94%	5.94%	5.94%	5.94%	5.94%	5.94%	
Prior Years Tax	\$153,260	\$29,557	\$47,929										\$230,746		
Subtotal Taxes	\$153,260	\$625,915	\$4,395,215	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,174,389	6.22%	
Penalty & Interest	\$38,472	\$32,224	\$19,037										\$89,734		
Total Taxes & P&I	\$191,732	\$658,140	\$4,414,252	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,264,124	6.33%	
Attorney Fees	\$30,498	\$24,692	\$13,336										\$68,525		
Total Collections	\$222,229	\$682,832	\$4,427,588	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,332,649	N/A	
2021 Tax Year	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Totals:	% To Total	
Current Year Tax	Pending Billing	\$1,088,340	\$3,747,145	\$31,980,110	\$22,328,154	\$10,529,093	\$939,131	\$675,619	\$544,593	\$936,072	\$399,801	\$341,977	\$73,510,035		
YTD % Collected	0.00%	1.45%	6.45%	49.10%	78.88%	92.92%	94.17%	95.07%	95.80%	97.05%	97.58%	98.04%	98.04%	98.04%	
Prior Years Tax	\$62,609	\$122,577	\$73,266	\$68,898	-\$73,715	\$36,019	-\$162,238	\$69,695	\$54,029	\$80,337	\$23,741	\$116,144	\$471,363		
Subtotal Taxes	\$62,609	\$1,210,917	\$3,820,410	\$32,049,008	\$22,254,439	\$10,565,113	\$776,893	\$745,315	\$598,622	\$1,016,409	\$423,542	\$458,121	\$73,981,398	98.67%	
Penalty & Interest	\$35,037	\$47,711	\$23,970	\$21,093	\$30,931	\$99,484	\$102,498	\$80,760	\$63,253	\$83,954	\$45,385	\$57,409	\$691,483		
Total Taxes & P&I	\$97,645	\$1,258,628	\$3,844,380	\$32,070,101	\$22,285,370	\$10,664,596	\$879,391	\$826,074	\$661,875	\$1,100,363	\$468,927	\$515,530	\$74,672,881	99.59%	
Attorney Fees	\$18,740	\$40,603	\$19,699	\$12,771	\$22,513	\$18,718	\$20,894	\$19,397	\$18,459	\$16,588	\$36,275	\$50,519	\$295,177		
Total Collections	\$116,385	\$1,299,231	\$3,864,080	\$32,082,872	\$22,307,883	\$10,683,314	\$900,285	\$845,471	\$680,334	\$1,116,952	\$505,202	\$566,049	\$74,968,058	N/A	
2020 Tax Year	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Totals:	% To Total	
Current Year Tax	Pending Billing	\$378,534	\$2,549,710	\$13,354,403	\$29,495,191	\$14,036,825	\$1,771,012	\$682,688	\$492,047	\$415,731	\$290,712	\$346,665	\$63,813,518		
YTD % Collected	0.00%	0.58%	4.49%	24.97%	70.21%	91.74%	94.46%	95.51%	96.26%	96.90%	97.34%	97.88%	97.88%	97.88%	
Prior Years Tax	\$261,234	\$82,519	\$117,291	\$80,410	\$69,068	\$80,828	\$34,645	\$78,174	\$87,587	\$67,362	\$44,020	\$166,788	\$1,169,927		
Subtotal Taxes	\$261,234	\$461,054	\$2,667,001	\$13,434,813	\$29,564,260	\$14,117,652	\$1,805,657	\$760,862	\$579,634	\$483,093	\$334,732	\$513,453	\$64,983,444	99.67%	
Penalty & Interest	\$45,743	\$21,674	\$29,695	\$33,306	\$21,003	\$57,700	\$105,272	\$70,803	\$56,352	\$56,101	\$47,512	\$42,502	\$587,663		
Total Taxes & P&I	\$306,977	\$482,728	\$2,696,696	\$13,468,119	\$29,585,263	\$14,175,353	\$1,910,929	\$831,665	\$635,986	\$539,194	\$382,244	\$555,955	\$65,571,107	100.57%	
Attorney Fees	\$26,755	\$18,926	\$14,740	\$22,947	\$15,775	\$12,989	\$19,895	\$20,509	\$13,930	\$16,899	\$36,967	\$38,277	\$258,611		
Total Collections	\$333,732	\$501,654	\$2,711,435	\$13,491,066	\$29,601,038	\$14,188,342	\$1,930,824	\$852,174	\$649,916	\$556,093	\$419,212	\$594,232	\$65,829,718	N/A	
2019 Tax Year	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Totals:	% To Total	
Current Year Tax	Pending Billing	\$149,295	\$2,782,035	\$24,347,020	\$21,701,965	\$7,295,092	\$624,605	\$713,295	\$409,011	\$818,065	\$386,690	\$196,629	\$59,423,702		
YTD % Collected	0.00%	0.25%	4.85%	45.15%	81.07%	93.14%	94.17%	95.35%	96.03%	97.39%	98.03%	98.35%	98.35%	98.35%	
Prior Years Tax	\$204,856	\$75,888	\$65,915	\$67,241	\$105,664	\$412,440	\$36,605	\$19,100	-\$8,538	\$45,032	\$57,688	\$121,115	\$1,203,006		
Subtotal Taxes	\$204,856	\$225,183	\$2,847,950	\$24,414,261	\$21,807,629	\$7,707,532	\$661,210	\$732,395	\$400,472	\$863,098	\$444,379	\$317,744	\$60,626,708	100.34%	
Penalty & Interest	\$43,730	\$20,895	\$21,205	\$23,190	\$29,700	\$58,660	\$49,448	\$58,734	\$44,198	\$61,352	\$56,012	\$35,363	\$502,486		
Total Taxes & P&I	\$248,586	\$246,078	\$2,869,155	\$24,437,451	\$21,837,329	\$7,766,192	\$710,658	\$791,129	\$444,670	\$924,450	\$500,391	\$353,106	\$61,129,195	101.17%	
Attorney Fees	\$37,553	\$18,475	\$15,622	\$16,339	\$14,363	\$16,576	\$8,654	\$7,447	\$9,389	\$11,274	\$48,017	\$31,772	\$235,481		
Total Collections	\$286,139	\$264,553	\$2,884,778	\$24,453,789	\$21,851,692	\$7,782,768	\$719,311	\$798,576	\$454,059	\$935,723	\$548,408	\$384,878	\$61,364,675	N/A	
2018 Tax Year	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Totals:	% To Total	
Current Year Tax	Pending Billing	\$770,275	\$2,711,777	\$10,821,827	\$31,598,499	\$6,705,964	\$1,032,517	\$527,234	\$385,353	\$339,487	\$372,586	\$238,083	\$55,503,602		
YTD % Collected	0.00%	1.35%	6.10%	25.07%	80.46%	92.21%	94.02%	94.94%	95.62%	96.21%	96.87%	97.28%	97.28%	97.28%	
Prior Years Tax	\$115,032	\$102,879	\$49,873	\$71,307	\$61,014	\$112,220	\$32,790	\$62,396	\$47,284	\$49,934	\$64,771	\$46,812	\$816,312		
Subtotal Taxes	\$115,032	\$873,153	\$2,761,650	\$10,893,135	\$31,659,513	\$6,818,184	\$1,065,307	\$589,630	\$432,637	\$389,421	\$437,358	\$284,895	\$56,319,914	98.71%	
Penalty & Interest	\$21,487	\$18,180	\$14,583	\$15,852	\$22,941	\$73,075	\$62,393	\$48,233	\$44,527	\$37,546	\$54,866	\$30,882	\$444,565		
Total Taxes & P&I	\$136,519	\$891,333	\$2,776,233	\$10,908,986	\$31,682,454	\$6,891,259	\$1,127,700	\$637,863	\$477,164	\$426,967	\$492,224	\$315,777	\$56,764,478	99.49%	
Attorney Fees	\$19,713	\$14,417	\$11,989	\$12,942	\$14,314	\$22,911	\$12,565	\$13,744	\$13,326	\$8,928	\$35,743	\$27,655	\$208,248		
Total Collections	\$156,232	\$905,750	\$2,788,222	\$10,921,929	\$31,696,768	\$6,914,169	\$1,140,265	\$651,608	\$490,490	\$435,895	\$527,967	\$343,432	\$56,972,727	N/A	

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: January 10, 2023

Item Title: Safety Report

Agenda Item: Robert Cobb

Background Information:

Report attached.

Recommendation:
Informational only.

Action Item: _____ Yes No

Safety Report Update

January 2023

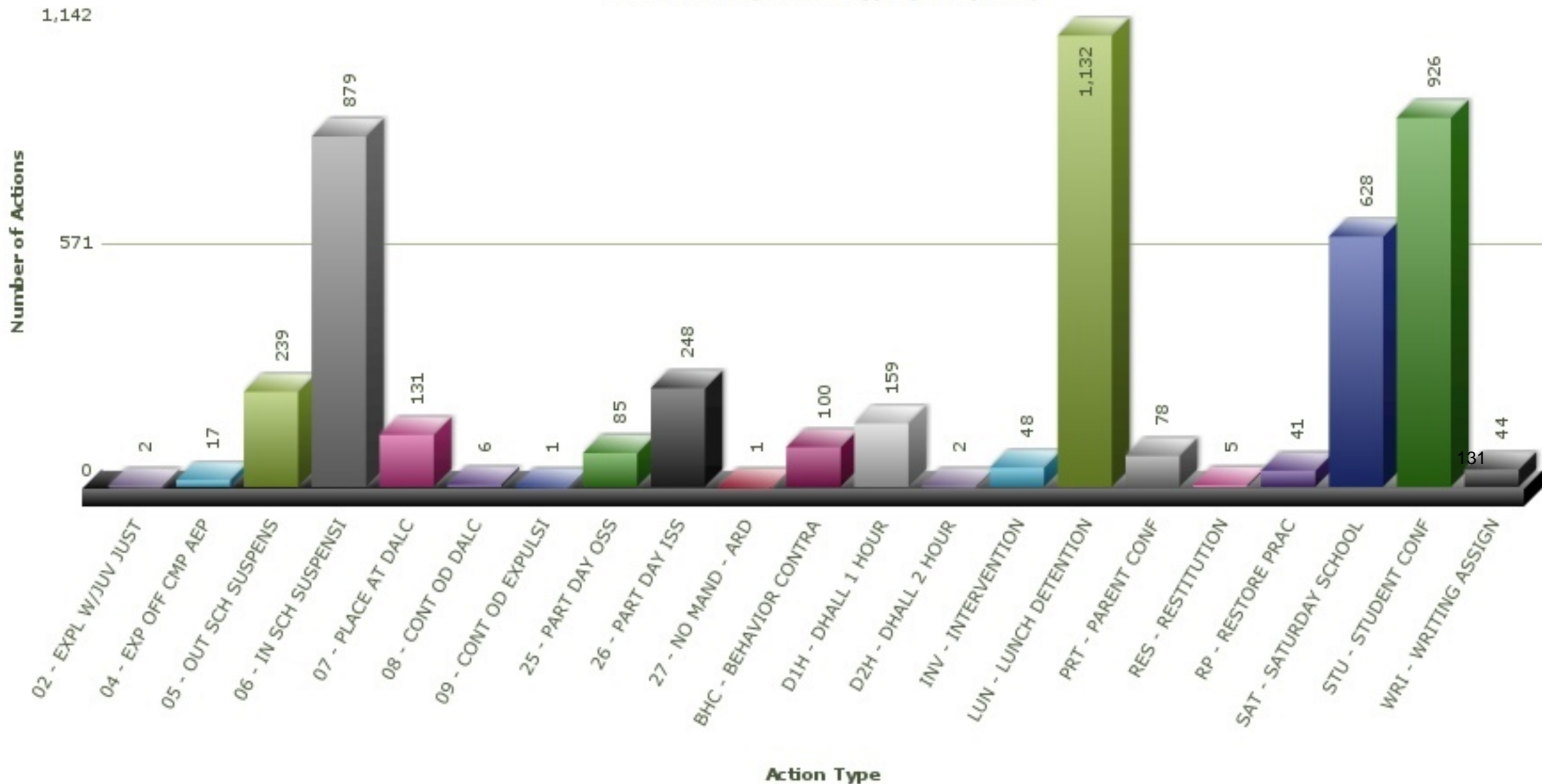
District personnel had the opportunity to attend several safety related trainings during this past quarter. The National Summit on School Safety was held virtually on October 18th to October 20th, and it offered general sessions as well as breakout sessions addressing school safety issues. Tammy Dowdy and Robert Cobb attended the Harris County Department of Education's Crisis Communications Safety Summit on November 2nd which included public communication scenarios in various crisis situations. Dickinson ISD hosted the Galveston County Schools Consortium on December 14th to discuss public school priorities for the upcoming legislative session. One of the main topics was safety funding for public schools. Schools provided budget information showing we all spend substantially more for safety than the state provides. The district attended the December 15th Galveston County Emergency Management Partners Meeting to facilitate collaboration and communication amongst the various entities in Galveston County who respond to and deal with emergency situations.

Several district campuses have completed their Intruder Detection audits through the Texas School Safety Center. These audits are separate from the three-year Safety Audit cycle required by state law. The district is also completing our own intruder audits. Campuses are doing a great job making sure that exterior doors are locked and not propped open; they are also enforcing district visitor policies by verifying identities and issuing visitor badges. We are expecting more exterior door audits in this new year since many of our campuses have not been visited yet.

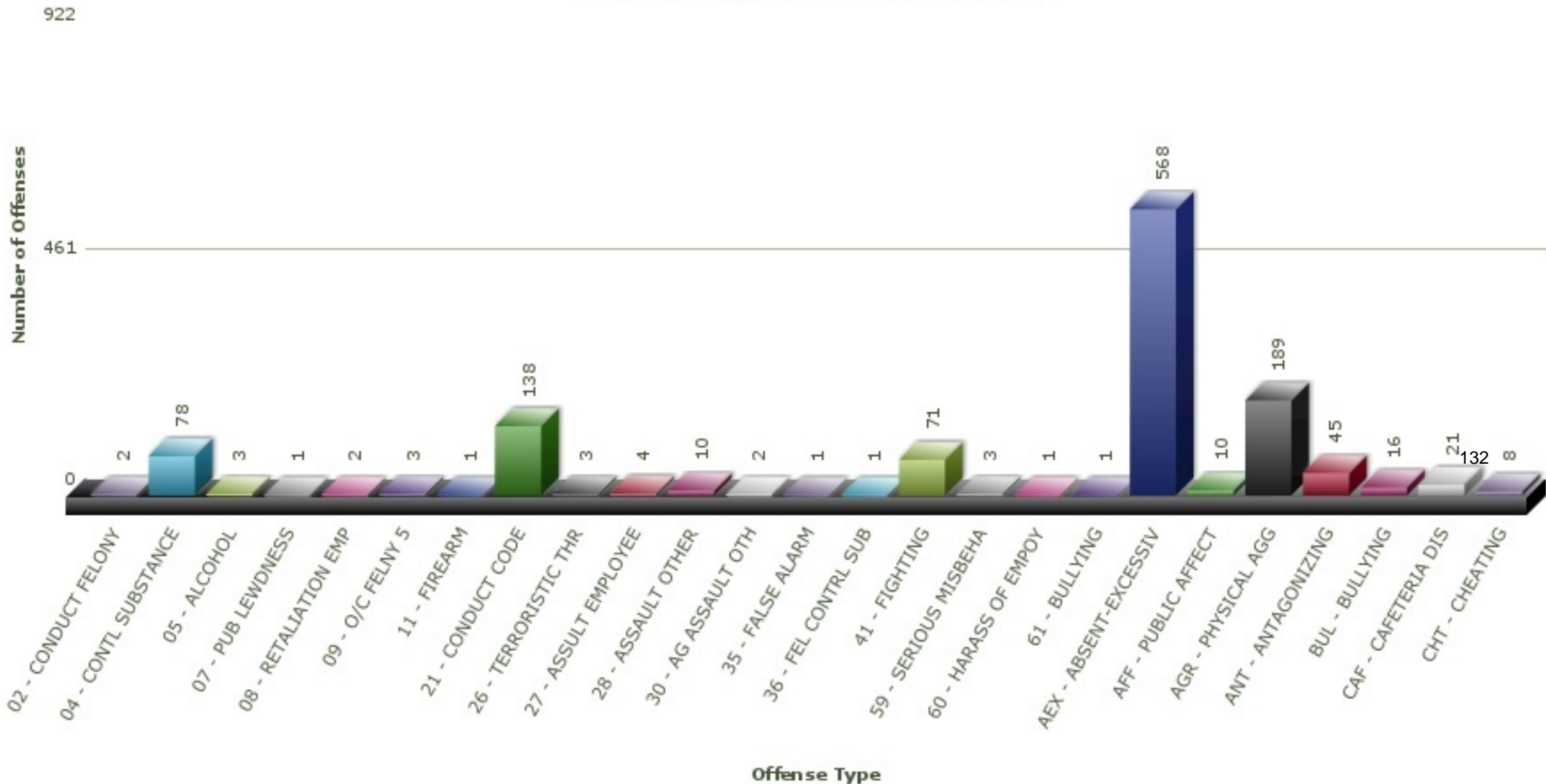
The Dickinson ISD Safety Committee met on December 12, 2022 for our fall semester meeting. We reviewed the district Emergency Operations plan and reported our plans approval of completion by the Texas School Safety Center. Jeff Pulkinen updated the committee on the progress of our district's intruder audits and explained the process of testing campus readiness. The committee reviewed the Texas School Safety Center findings regarding an elementary school and the action plan for correction. We discussed two grants: Silent Panic Alert Technology Grant (SPAT) and the School Safety Standards Formula Grant. We reviewed amounts awarded, requirements, and potential targets for fund usage. Possibilities discussed included virtual fencing, security fencing, door locking systems, cameras, etc.

The first semester of the school year has been very active discipline-wise. The Discipline Offenses graph shows 80 controlled substance violations, 58 fighting incidents, 64 physical aggressions, and 32 tobacco/vaping issues. These incidents have resulted in 113 out of school suspensions, 189 in school suspensions, and 75 DALC placements. The additional assistant principals and security monitors have really helped regarding safety and discipline at the high school. We have adults in place and monitoring student behavior throughout the day which is one reason we are seeing the increase in these numbers; the additional support allows us to better enforce the code of conduct as well as state laws. Secondary campus administrators, DALC administration, CAP administration, and district administration are all working together to address the increase of these behaviors on campus. The superintendent has approved two additional security monitors at Dickinson High School in an effort to support safety on the campus.

Discipline Actions Breakdown by Action Type (Entity 000)



Discipline Offenses Breakdown by Offense Type (Entity 000)



DICKINSON INDEPENDENT SCHOOL DISTRICT

AGENDA DOCUMENT

Meeting Date: January 10, 2023

Item Title: Fall 2022 Professional Development Report

Agenda Item: Dr. Jeff Pack

Background Information:

1. 384 Professional development sessions provided between 8/1/2022–12/31/2022. Approximately 14,710 DISD staff enrolled in a diverse offering of professional development courses. A total of 50,860 professional development hours earned by DISD staff.
2. Professional development provided by:
 - a. DISD Educational Services Department
 - b. Special Programs Department
 - c. Human Resources, Business Services (NEW to DISD)
 - d. Technology Department
 - e. Food & Nutrition Services
 - f. Campus sponsored PD
 - g. District Partnerships
 - Lead4ward
 - National Educators for Restorative Practices (NEDRP)
 - Region 4
 - Eduhero Online Education – Required Annual Trainings
3. Ongoing Professional Development Programs in DISD
 - a. New Teacher Induction Program (2 years) Protégé & Navigator
 - b. Administrator Academy
 - c. Curriculum Development Teams
 - d. AP/Pre-AP Vertical Teams
 - e. Librarian Network
 - f. Special Education Instructional Design Team (SEID)
 - g. Collaborative University Partnerships

Recommendation:

Information only

Action Item: _____ Yes No

Enrollment Data

Enrollment data from August 1, 2022 to December 31, 2022



Assessment

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS R214 (9th gradeCtr): Dipsticks: How to do ALL THE THINGS! (includes GT update)	8/8/2022	60	16	0	0	100
ESC 230/231: Assessment Training (LSSP, Diag, Speech, OTPT)	9/26/2022	45	41	0	0	100

CTE (Career Technical Education)

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS Library: CTE Overview and Subgroup Collaboration	9/26/2022	75	44	0	0	100

Curriculum Development

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
KJHS SCIENCE CURRICULUM PLANNING	8/8/2022	30	9	0	0	100
DHS A-103: AVID Planning & Collaboration	9/26/2022	10	4	0	0	100
Lobit Village Library: 2nd Grade Curriculum Preview	9/26/2022	40	24	0	0	100
Lobit MS Band Hall: 1st grade Curriculum Preview	9/26/2022	60	50	0	0	100
Lobit Village Library: Kindergarten Curriculum Preview	9/26/2022	60	46	0	0	100
Bilingual Specialist Meeting	10/12/2022	40	7	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability AM Session (8-11:30)	11/16/2022	55	55	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability PM Session (12:30-4:00)	11/16/2022	50	29	0	0	100

District Professional Learning

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
ESC Boardroom: GT Nature and Needs CORE FOUNDATION -limit 50	8/1/2022	50	8	0	0	100
CPI Course Barber	8/1/2022	25	8	0	0	100
DHS Auditorium: NEW to DISD Training-Day 1 of 4	8/2/2022	300	218	0	10	96
ESC Boardroom: GT Social & Emotional CORE FOUNDATION - Limit 50	8/2/2022	50	6	0	0	100
DHS: NEW to DISD Training- Day 2	8/3/2022	300	207	0	16	93
ESC Boardroom: GT Identification & Assessment CORE FOUNDATION	8/3/2022	50	8	0	0	100
ESC Boardroom: GT Nature and Needs for update	8/4/2022	50	1	0	0	100
DHS: NEW to DISD Training- Day 3 of 4	8/4/2022	300	212	0	13	94
CPI Course Hughes Rd	8/4/2022	25	134	5	0	100
ESC Boardroom: Creativity &	8/4/2022	50	9	0	0	100

Instructional Strategies CORE
FOUNDATION

ESC 251: AP Academy - August (AM session only - No PM session option)	8/5/2022	80	29	0	0	100
DHS Auditorium: NEW to DISD Training- Day 4 of 4	8/5/2022	300	208	0	13	94
DHS LGI: FYT Mentor Training & Luncheon (Required of all DISD Mentors)	8/5/2022	100	69	0	0	100
ESC Boardroom: GT Curriculum & Differentiation UPDATE	8/5/2022	50	1	0	0	100
ESC Boardroom: GT Curriculum & Differentiation CORE FOUNDATION	8/5/2022	50	7	0	0	100
CPI Course DHS	8/8/2022	25	12	0	0	100
CPI Course Kranz JH	8/8/2022	25	12	0	0	100
CPI Course San Leon	8/10/2022	25	5	0	0	100
ESC Boardroom: Creativity & Instructional Strategies update	8/11/2022	50	1	0	0	100
CPI Course Lobit, Keles, mjhs,dalc, cap	8/15/2022	25	24	0	0	100
Bilingual Clerical Paraprofessional Training Ards - AM Session	8/16/2022	30	8	0	0	100
Bilingual Clerical Paraprofessional Training Ards - PM Session	8/16/2022	30	6	0	0	100
Virtual BOY LPAC Training - AM Session	8/24/2022	30	16	0	0	100
Virtual BOY LPAC Training - PM Session	8/24/2022	30	9	0	0	100
ESC 251: First Year Teacher Academy - August mini-session	8/30/2022	100	73	0	2	97
ESC TR 251: Navigator Training - September	9/6/2022	100	41	0	3	93
CPI Course	9/15/2022	25	16	0	0	100
ESC Boardroom: AP Academy - September (AM session)	9/20/2022	30	13	0	0	100
CPI Course	9/20/2022	25	4	0	0	100
ESC Boardroom: AP Academy - September (PM session)	9/20/2022	30	11	0	0	100
ESC 251: Texas A&M KAT/We Write Implementation - PM Session (1-4)	9/21/2022	90	31	0	0	100
Lobit Cafeteria: Guided Math in Action w/ Dr. Nicki Newton (AM Session- GK, G1)	9/26/2022	130	101	0	0	100
Bay Colony Elem Library: Librarian PLC & Training	9/26/2022	30	11	0	0	100
MJHS Gator Wellnes Ctr: Counselor Training	9/26/2022	30	29	0	0	100
Lobit Village Library: 2nd Grade Curriculum Preview	9/26/2022	40	24	0	0	100
VIRTUAL: Data Entry LPAC Training- Frontline (CCF Data Clerk)	9/26/2022	60	22	0	0	100
DHS Computer Lab N-105: Discipline Data Entry Training with Misty Moffit	9/26/2022	30	17	0	0	100
DHS Library: CLI Training for Pre-K Teachers	9/26/2022	30	27	0	0	100
Lobit MS Band Hall: 1st grade Curriculum Preview	9/26/2022	60	50	0	0	100
ESC 251: First Year Teacher Academy - September 2022	9/27/2022	100	73	0	0	100
ESC TR 251: Navigator Training -	10/4/2022	100	41	0	0	100

October						
CPI Course	10/7/2022	25	11	0	5	69
ESC 230/231: AP Academy - October (AM session)	10/11/2022	30	11	0	0	100
ESC 230/231: AP Academy - October (PM session)	10/11/2022	30	13	0	0	100
Transportation Driver's lounge: CPI Foundation Course AM session	10/18/2022	24	5	0	0	100
ESC 251: RTI at Work Coaching Academy Day 1 of 6	10/26/2022	101	92	0	0	100
ESC 251: RTI at Work Coaching Academy Day 2 of 6	10/27/2022	101	89	0	0	100
ESC TR 251: Navigator Training - November	11/1/2022	100	37	0	0	100
ESC 251: First Year Teacher Academy - November 2022	11/8/2022	100	69	0	0	100
ESC 230/231: AP Academy - November (AM session)	11/8/2022	30	9	0	0	100
ESC 230/231: AP Academy - November (PM session)	11/8/2022	30	10	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability AM Session (8-11:30)	11/16/2022	55	55	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability PM Session (12:30-4:00)	11/16/2022	50	29	0	0	100

ELA/Reading

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS R214 (9th gradeCtr): Dipsticks: How to do ALL THE THINGS! (includes GT update)	8/8/2022	60	16	0	0	100
ESC 251: Texas A&M KAT/We Write Implementation - PM Session (1-4)	9/21/2022	90	31	0	0	100
DHS 9th Gr Ctr: Cafeteria: 9-12 RLA - Penny Kittle Training	9/26/2022	60	27	0	2	93
MJHS Library: Dyslexia Training	9/26/2022	30	25	0	0	100
Dunbar MS Cafeteria: RLA Texas A&M University Training	9/26/2022	200	169	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability AM Session (8-11:30)	11/16/2022	55	55	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability PM Session (12:30-4:00)	11/16/2022	50	29	0	0	100

ELL/Bilingual

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS R214 (9th gradeCtr): Dipsticks: How to do ALL THE THINGS! (includes GT update)	8/8/2022	60	16	0	0	100
Virtual BOY LPAC Training - AM Session	8/24/2022	30	16	0	0	100
Virtual BOY LPAC Training - PM Session	8/24/2022	30	9	0	0	100
ESC 251: Texas A&M KAT/We Write Implementation - PM Session (1-4)	9/21/2022	90	31	0	0	100
Dunbar MS Cafeteria: RLA Texas A&M University Training	9/26/2022	200	169	0	0	100
VIRTUAL: Data Entry LPAC Training-Frontline (CCF Data Clerk)	9/26/2022	60	22	0	0	100

Bilingual Specialist Meeting	10/12/2022	40	7	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability AM Session (8-11:30)	11/16/2022	55	55	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability PM Session (12:30-4:00)	11/16/2022	50	29	0	0	100

Fine Arts

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS Band Hall - Fine Arts Collaborative and Breakout sessions	9/26/2022	70	56	0	0	100

Food & Nutrition Services

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
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Gifted and Talented

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
ESC Boardroom: GT Nature and Needs CORE FOUNDATION -limit 50	8/1/2022	50	8	0	0	100
ESC Boardroom: GT Social & Emotional CORE FOUNDATION - Limit 50	8/2/2022	50	6	0	0	100
ESC Boardroom: GT Identification & Assessment CORE FOUNDATION	8/3/2022	50	8	0	0	100
ESC Boardroom: GT Nature and Needs for update	8/4/2022	50	1	0	0	100
ESC Boardroom: Creativity & Instructional Strategies CORE FOUNDATION	8/4/2022	50	9	0	0	100
ESC Boardroom: GT Curriculum & Differentiation UPDATE	8/5/2022	50	1	0	0	100
ESC Boardroom: GT Curriculum & Differentiation CORE FOUNDATION	8/5/2022	50	7	0	0	100
ESC Boardroom: Creativity & Instructional Strategies update	8/11/2022	50	1	0	0	100
Intro to Differentiating with Depth & Complexity Icons	8/23/2022	900	1	0	0	100
ESC Conference Rm 202: GT Coach Collaboration	9/26/2022	10	4	0	0	100

Leadership

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
ESC 251: AP Academy - August (AM session only - No PM session option)	8/5/2022	80	29	0	0	100
DHS LGI: FYT Mentor Training & Luncheon (Required of all DISD Mentors)	8/5/2022	100	69	0	0	100
KJHS ILT PLANNING AUG 2022	8/5/2022	30	10	0	0	100
ESC Boardroom: AP Academy - September (AM session)	9/20/2022	30	13	0	0	100
ESC Boardroom: AP Academy - September (PM session)	9/20/2022	30	11	0	0	100
ESC 251: Texas A&M KAT/We Write Implementation - PM Session (1-4)	9/21/2022	90	31	0	0	100
ESC 230/231: AP Academy - October (AM session)	10/11/2022	30	11	0	0	100
ESC 230/231: AP Academy - October (PM session)	10/11/2022	30	13	0	0	100
ESC 251: RTI at Work Coaching	10/26/2022	101	92	0	0	100

Academy Day 1 of 6							
ESC 251: RTI at Work Coaching Academy Day 2 of 6	10/27/2022	101	89	0	0	100	
ESC 230/231: AP Academy - November (AM session)	11/8/2022	30	9	0	0	100	
ESC 230/231: AP Academy - November (PM session)	11/8/2022	30	10	0	0	100	
ESC 251: Lead4ward with John Fessenden - 2023 Accountability AM Session (8-11:30)	11/16/2022	55	55	0	0	100	
ESC 251: Lead4ward with John Fessenden - 2023 Accountability PM Session (12:30-4:00)	11/16/2022	50	29	0	0	100	

LOTE

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS R214 (9th gradeCtr): Dipsticks: How to do ALL THE THINGS! (includes GT update)	8/8/2022	60	16	0	0	100
DHS H-106: Languages Other Than English (LOTE) Collaboration - Spanish	9/26/2022	30	15	0	0	100

Math

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
8th MJHS Social Studies Tx History Curriculum Planning	8/2/2022	30	5	0	0	100
8th MJHS Sci Curriculum Planning	8/3/2022	30	6	0	0	100
7th & 8th MJHS RLA Curriculum Training	8/8/2022	30	8	0	0	100
7th MJHS Tx History Curriculum Planning	8/8/2022	30	0	0	0	0
DHS R214 (9th gradeCtr): Dipsticks: How to do ALL THE THINGS! (includes GT update)	8/8/2022	60	16	0	0	100
7th & 8th MJHS DESMOS Curriculum Planning	8/11/2022	30	8	0	0	100
DHS N-110: Region 4 Lesson Internalization - 7th & 8th Math (McAdams Only)	9/26/2022	30	14	0	0	100
Lobit Cafeteria: Guided Math in Action w/ Dr. Nicki Newton (AM Session- GK, G1)	9/26/2022	130	101	0	0	100
DHS LGI: Solution Tree Math PLC (6-12 Math)	9/26/2022	100	55	0	0	100
Lobit MS C-114: 5th grade Math Curriculum Preview	9/26/2022	30	15	0	0	100
DHS 9th Gr Ctr: R-118: Math 180 Training	9/26/2022	30	3	0	0	100
DHS 9th Gr Ctr: R-131: Read 180 Training	9/26/2022	30	5	0	1	83
Lobit Cafeteria: Guided Math in Action w/ Dr. Nicki Newton (PM Session-G2 to G5)	9/26/2022	130	102	0	1	99
ESC 251: Lead4ward with John Fessenden - 2023 Accountability AM Session (8-11:30)	11/16/2022	55	55	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability PM Session (12:30-4:00)	11/16/2022	50	29	0	0	100
ESC 232: 5th grade Math Curriculum Preview	12/13/2022	30	13	0	0	100

Physical Education

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS Competition Gym - Inter District Collaboration for Athletics (K-12th)	9/26/2022	50	36	0	0	100
DHS M102 A/B - Air Force ROTC Collaboration	9/26/2022	5	2	0	0	100

Pre-Kindergarten

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS 9th gr. Ctr R:203: Region 4 Classroom Management Training (For Pre-K and ECSE)	9/26/2022	40	38	0	0	100
DHS Library: CLI Training for Pre-K Teachers	9/26/2022	30	27	0	0	100

RTI

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
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Science

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
KJHS SCIENCE CURRICULUM PLANNING	8/8/2022	30	9	0	0	100
DHS R214 (9th gradeCtr): Dipsticks: How to do ALL THE THINGS! (includes GT update)	8/8/2022	60	16	0	0	100
McAdams JH Sci Lab B-207: Region 4 Engineering Design Process (5th & 6th Science)	9/26/2022	30	22	0	2	92
DHS 9th Gr Ctr: R-214 - Region 4 Secondary Science Depth of Knowledge (DOK) Training (7th-12th)	9/26/2022	60	43	0	3	93
ESC 251: Lead4ward with John Fessenden - 2023 Accountability AM Session (8-11:30)	11/16/2022	55	55	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability PM Session (12:30-4:00)	11/16/2022	50	29	0	0	100

Social Studies

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS R214 (9th gradeCtr): Dipsticks: How to do ALL THE THINGS! (includes GT update)	8/8/2022	60	16	0	0	100
ESC 251: Region 4 Social Studies Depth of Knowledge (DOK) (5th-12th)	9/26/2022	100	70	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability AM Session (8-11:30)	11/16/2022	55	55	0	0	100
ESC 251: Lead4ward with John Fessenden - 2023 Accountability PM Session (12:30-4:00)	11/16/2022	50	29	0	0	100

Special Programs

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
CPI Course Barber	8/1/2022	25	8	0	0	100
DHS: NEW to DISD Training- Day 3 of 4	8/4/2022	300	212	0	13	94
CPI Course Hughes Rd	8/4/2022	25	5	0	0	100
CPI Course DHS	8/8/2022	25	12	0	0	100

CPI Course Kranz JH	8/8/2022	25	12	0	0	100
CPI Course San Leon	8/10/2022	25	5	0	0	100
ESC 251 - Special Programs SPED Paraprofessional Back to School Training	8/10/2022	70	68	0	0	100
CPI Course Lobit, Keles, mjhs,dalc, cap	8/15/2022	25	24	0	0	100
CPI Course	9/15/2022	25	16	0	0	100
CPI Course	9/20/2022	25	4	0	0	100
ESC Boardroom: Behavior training (Behavior Coach & ABCD)	9/26/2022	70	64	0	0	100
ESC 230/231: Assessment Training (LSSP, Diag, Speech, OTPT)	9/26/2022	45	41	0	0	100
DHS 9th gr. Ctr R:203: Region 4 Classroom Management Training (For Pre-K and ECSE)	9/26/2022	40	38	0	0	100
MJHS Library: Dyslexia Training	9/26/2022	30	25	0	0	100
DHS Dance Room N143: SHARS Training (AM Session)	9/26/2022	60	43	0	0	100
FNS Training Room: Support and Management Training for SPED Paraprofessionals (SAILS, TIDES, WAVE, SEALS, Nurse Assistant and Clinic Assistant)	9/26/2022	60	58	0	0	100
DHS Auditorium: 504 Training with Paula Roalson	9/26/2022	100	42	0	0	100
DHS Computer Lab N-106: CCF and CCF Clerk - Data Training	9/26/2022	35	30	0	0	100
FNS Training Room: TIDES, SAILS, WAVE & SEALS Teacher Content Training	9/26/2022	60	40	0	0	100
DHS Dance Room N143: SHARS Training	9/26/2022	90	70	0	0	100
CPI Course	10/7/2022	25	11	0	5	69
Mini meeting Kranz only: CPI	12/5/2022	30	11	0	0	100
Mini meeting Kranz only: CPI (Professional Staff)	12/5/2022	30	9	0	0	100

Technology

Course Title	Date	Max Seats	Active	Pending	Absent	Attendance %
DHS Computer Lab N-105: Attendance Clerk & Registrar Training with Misty Moffit	9/26/2022	32	31	0	0	100
DHS 9th Gr Ctr: R-118: Math 180 Training	9/26/2022	30	3	0	0	100
DHS 9th Gr Ctr: R-131: Read 180 Training	9/26/2022	30	5	0	1	83
DHS Computer Lab N-105: Discipline Data Entry Training with Misty Moffit	9/26/2022	30	17	0	0	100
DHS Computer Lab N-106: CCF and CCF Clerk - Data Training	9/26/2022	35	30	0	0	100
DHS Library: Optional Senso & Canva Session During Conference Periods	11/17/2022	30	22	0	0	100

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: January 10, 2023
Item Title: 2022-2023 Proposed Junior High Attendance Zones
Agenda Item: Robert Cobb

Background Information:

District administration worked with our demographer and the Transportation Department to develop proposed attendance zones to address the opening of Dickinson Junior High for next school year. Administration presented two plans for the board to consider at the December meeting. The plans (Plan 1 and Plan 2) were posted on the website after the meeting for public comment.

Recommendation:

District Administration, the Transportation Department, and public comment favored Plan 2. The Superintendent and Assistant Superintendent recommend the board approve Plan 2 for the Dickinson ISD Junior High Attendance Zones

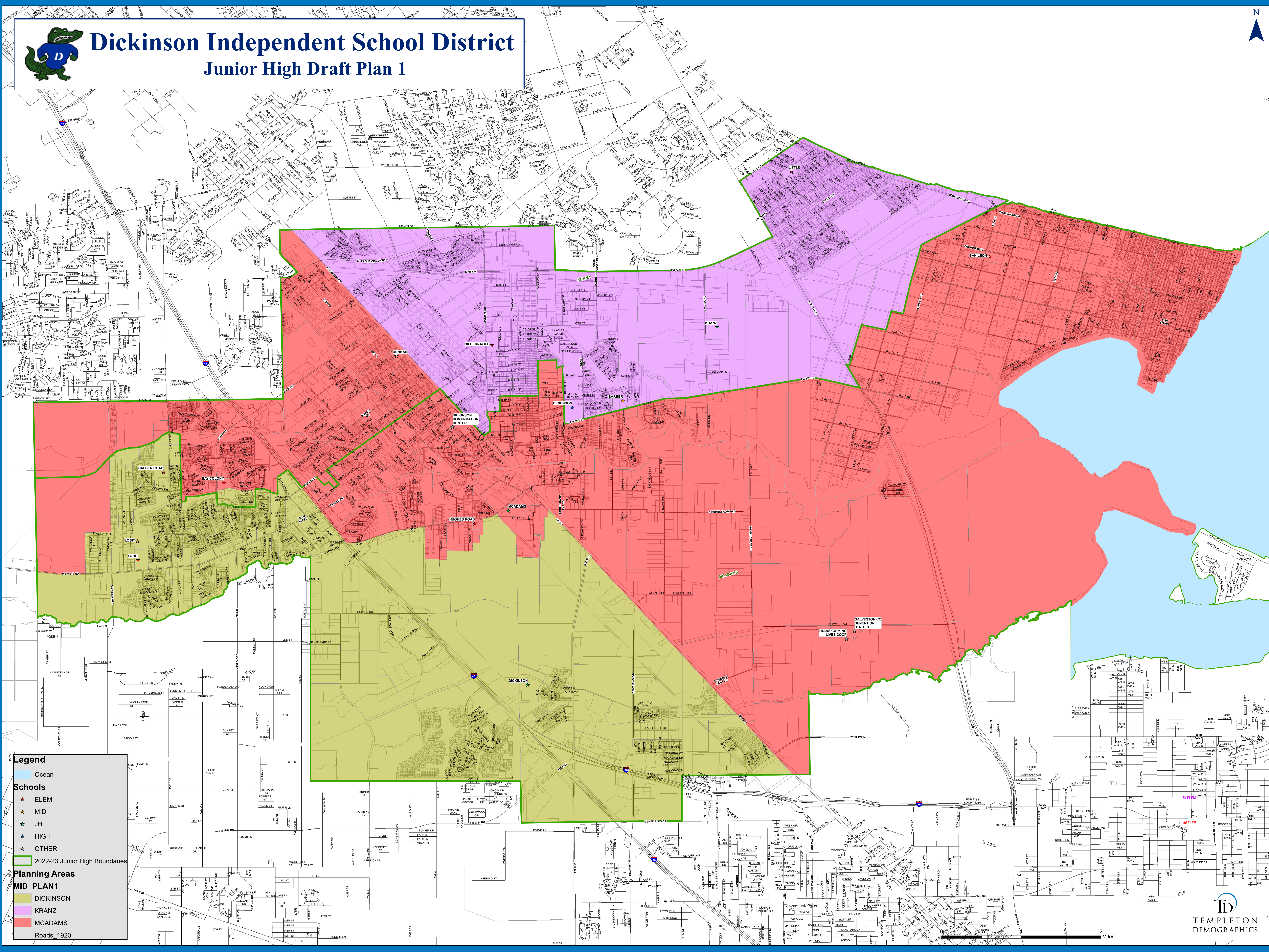
Action Item: X Yes No

Motion made by _____ seconded by _____ vote _____



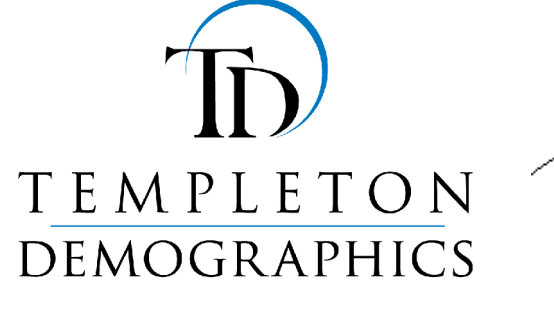
Dickinson Independent School District

Junior High Draft Plan 1



Legend

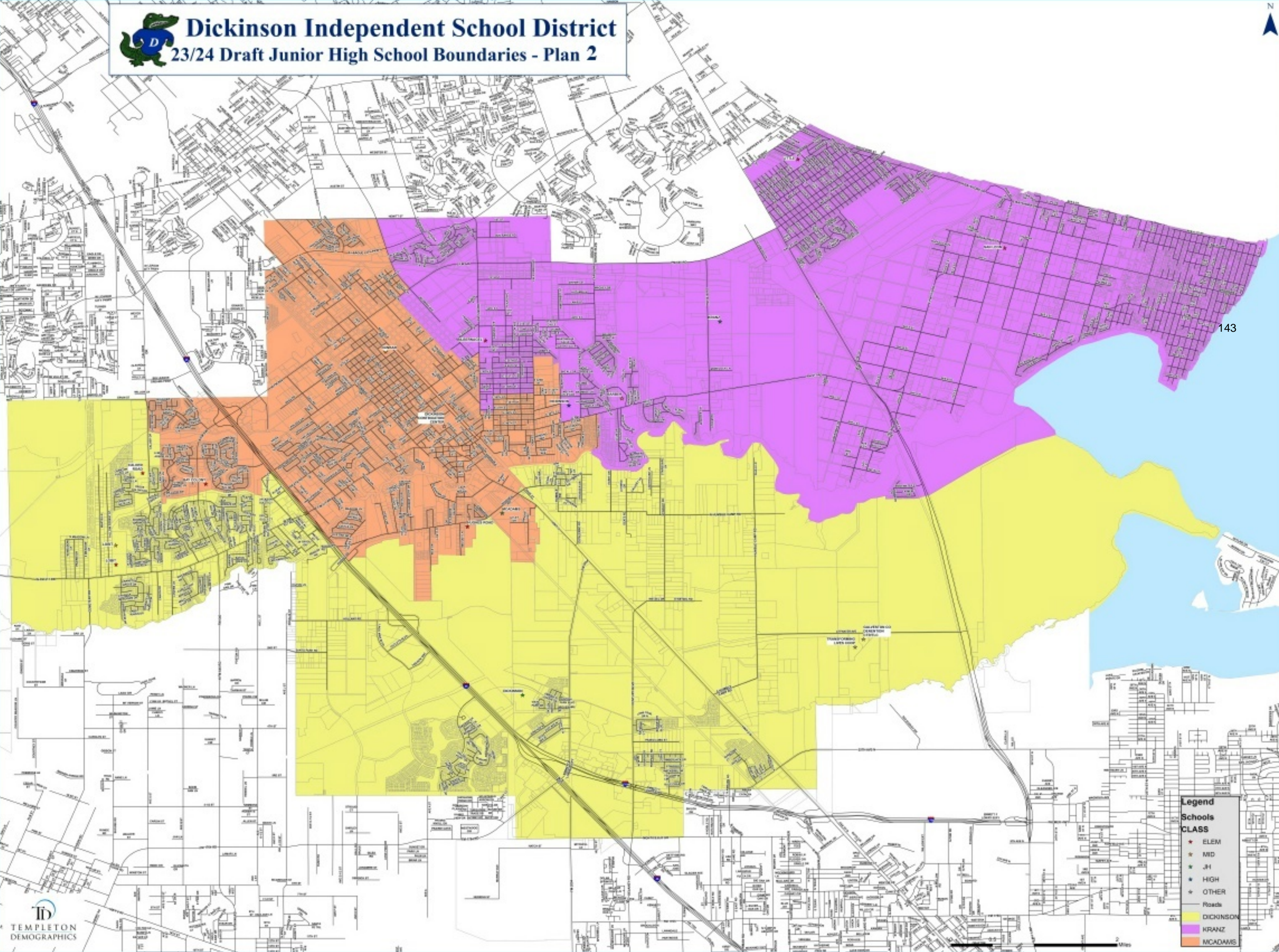
- Ocean
- Schools**
- ★ ELEM
- ★ MID
- ★ JH
- ★ HIGH
- ★ OTHER
- 2022-23 Junior High Boundaries
- Planning Areas**
- MID_PLAN1
- DICKINSON
- KRANZ
- MCADAMS
- Roads 1920





Dickinson Independent School District

23/24 Draft Junior High School Boundaries - Plan 2



143

Legend

Schools

- ELEM
- MID
- JH
- HIGH
- OTHER

CLASS

- DICKINSON
- KRANZ
- MCADAMS

10 ICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: January 10, 2023
Item Title: Dickinson Junior High Rd. Right of Way
Agenda Item: Ryan Boone

Background Information:

The City of Texas City wants to purchase an easement right of way along Central Park Blvd to do a 24" sewer force main. The force main will run across the front of our property and is .8232 acres. The city is offering \$64,545.47 for the easement.

The agreement is attached for your consideration.

Recommendation:

The Superintendent, Deputy Superintendent Business and Operations and Executive Director of Facilities and Planning recommend approval.

Action Item: X Yes _____ No

Motion made by _____ **seconded by** _____ **vote** _____

**SANITARY SEWER EASEMENT
(0.8232 Acres)**

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

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF GALVESTON §

THAT **Dickinson ISD**, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto the City of Texas City, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer force main lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Galveston County, Texas, containing 0.8232 acres, as more particularly described in **Exhibit A** and shown in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee, its agents and contractors, may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work, including replacing or restoring any existing and lawfully permitted improvements, paving, or obstructions removed from within the Easement Tract in connection with the construction,

installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Galveston County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with

Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its 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.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Galveston County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592.

[Signature pages follow this page.]

EXECUTED this _____ day of _____, 20__.

GRANTOR:

a _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____ of _____ a _____, on behalf of said _____.

Notary Public, State of Texas

(NOTARY SEAL)

Attachment[s]:

Consent of Lienholder (_____)
Exhibit A - Description and Sketch of Easement Tract

After recording, please return to:

Jessica Holoubek
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONSENT OF LIENHOLDER

(_____)

_____, a _____, being the owner and holder of certain liens or other security interests (the "Security Interests"), against the real property described and shown in **Exhibit A** attached hereto (the "Easement Tract"), hereby:

- (a) Consents to the conveyance of the Sanitary Sewer Easement to City of Texas City (the "City") across, along, under, over, upon, and through the Easement Tract;
- (b) Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Tract, to the rights and interests created under the Sanitary Sewer Easement; and
- (c) Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the City created under the Sanitary Sewer Easement.

Executed and effective as of the ____ day of _____, 20__.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

 §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

(NOTARY SEAL)

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: January 10, 2023
Item Title: Cool Chiller HVAC Loan Program
Agenda Item: Ryan Boone

Background Information:

The district applied for a loan thru the State Energy Conversation Office (SECO) and we were approved for funding up to \$6,000,000. The interest rate is .25% and the loan must be paid back over a 15-year period. The funding can only be used for chillers over 12 years old, engineering fees, pumps and controls. The campuses that would have chillers replaced are as follows:

Barber MS...High School North...Dunbar MS...High School South...Hughes Rd...McAdams JH...High School Science Wing...Field House...Calder Rd...San Leon...High School N Wing

Recommendation:

The Superintendent and Deputy Superintendent for Business and Operations recommend approval of the SECO loan for chiller replacement.

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**STATE ENERGY CONSERVATION OFFICE
LOAN AGREEMENT**

1. Parties; Effective Date

This Loan Agreement (hereinafter, "Agreement") is entered into by and between the Texas Comptroller of Public Accounts, through its State Energy Conservation Office ("Lender"), and Dickinson Independent School District ("Borrower"). The Effective Date of this Agreement shall be the date this Agreement is signed by Lender, after having first been signed by the Borrower.

2. Loan of Funds

The Borrower hereby requests Lender and Lender hereby agrees, on the terms and conditions set forth in this Agreement, to establish a loan for the benefit of Borrower in an amount not to exceed **THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00)** (hereinafter, "Loan"). Borrower shall expend all funds received from Lender pursuant to this Agreement only for the purpose of completion of the project described in the Loan Approval Statement attached hereto as Attachment A-1 (hereinafter, "Project"), the Engineering Report (as defined in Attachment A-1), and Borrower's Loan Application. The Project shall be completed within 24 months of the Effective Date ("Project Completion Date"). The Project Completion Date may be extended only on Lender's prior written approval as provided for in Section 13 of this Agreement.

3. Authority

This Loan is authorized pursuant to: (1) the LoanSTAR Revolving Loan Program of the Texas State Energy Plan ("SEP") in accordance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.) as amended by the Energy Conservation and Production Act (42 U.S.C. 6326, et seq.); (2) the Oil Overcharge Restitutionary Act, Chapter 2305, Texas Government Code § 2305.032; and (3) Title 34, Part 1, Texas Administrative Code, Subchapter D, Loan Program for Energy Retrofits.

4. Term and Termination

The term of this Agreement shall begin on the Effective Date and shall terminate upon repayment, in full, of the Loan. The provisions of this Agreement regarding confidentiality, indemnification, payments, records, and dispute resolution shall survive the termination or expiration of this Agreement.

5. Payments

Borrower shall repay the Loan, in full, in accordance with the promissory note (see Attachment A-2) issued by Borrower (the "Note") and the terms specified in the Loan Payment Schedule at Lender's principal place of business in Austin, Texas, or at such other place as Lender may designate, the principal sum of **THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00)** or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Lender under the terms of this Agreement **together with interest on the unpaid principal amount computed from the date of each disbursement to Borrower until repaid in full** at the rate of **point two five percent (.25%)** per annum.

6. Disbursements

Borrower must submit requests for disbursement to Lender on a regular basis so that they are received by Lender every thirty (30) to forty-five (45) calendar days. Requests for disbursement may only include requests for reimbursement of goods and services for which Borrower has authorized payment within sixty (60) days of the submission of the disbursement request. Lender shall have no obligation to make disbursements for the costs of goods and services if Borrower fails to comply with these requirements. Notwithstanding any other provision of this Agreement or any other document to the contrary, the total of all installments disbursed by Lender to Borrower shall not exceed the amount of the Loan set forth in Section 2 of this Agreement.

7. Contingency of Funding

Lender's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Lender 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 or the State of Texas, subject to such availability and receipt of these funds. In addition, Lender is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature. If Lender becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render Lender's performance under this Agreement impossible or unnecessary, Lender may terminate or cancel this Agreement without penalty to Lender or the State of Texas. In the event of a termination or cancellation under this Section, Lender 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. Lender acknowledges and agrees the terms of this Section 7 equally apply to Borrower if Borrower is an agency of the State of Texas.

8. Accounts; Audits

If requested by Lender, Borrower shall deposit disbursements of the Loan into an account with an institution the deposits of which are insured by the federal government. Borrower 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's request, Borrower shall promptly acquire and submit to an independent audit of such account and all funds received from Lender. All costs related to Borrower's compliance with this Section shall be borne solely by Borrower. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of the Borrower 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 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 Borrower 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 Lender to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154. Borrower shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Borrower and the requirement to cooperate is included in any subcontract it awards. The state auditor shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Borrower relating to this Agreement.

9. Inspections; Monitoring

Borrower shall provide Lender, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents and representatives, with access to the Project site and all Project records. Borrower shall permit such persons to make physical inspections of any and all books, reports, documents, files, workpapers, work products, receipts, documentation, applications, data, accounts, or any other information or items pertaining to the Loan Application, the Project, the Loan, the Note or this Agreement, regardless of media ("Records") at reasonable times during the Project design process, before work on the Project commences, during the construction, installation, and implementation of the Project, and after work on the Project is completed and shall advise Borrower's project engineers and other employees, agents, and representatives of this requirement. Such authorized persons may monitor Project construction and review and audit financial documents and Project records. Borrower shall ensure that such documents are consistent with the project descriptions as detailed in Attachment A-1 to this Agreement. 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.

Borrower 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 may withhold from disbursement to Borrower ten percent (10%) of the amount of the Loan pending Lender's final inspection. Lender shall make reasonable efforts to coordinate site visits with Borrower; however, Lender and other authorized persons reserve the right to make unscheduled visits for any of the purposes described in this Agreement; however, Lender reserves the right, in its sole discretion, to extend the date for final inspection or to waive the final inspection. Without limiting Lender's right to make inspections at any time, Lender will physically inspect the project at the fifty percent (50%) and one hundred (100%) completion periods; provided, however, that Lender, may determine, in sole discretion, to limit this construction monitoring to one site visit to reduce costs on smaller projects.

10. Design Review

Lender's written approval will be required at the fifty percent (50%) and one hundred percent (100%) completion periods before Borrower proceeds to the next phase of the project. Construction shall not begin until Lender has approved all design and specification documents.

11. Records Retention

Borrower shall maintain all Records supporting its Loan Application until the Loan is fully repaid and for a period of seven (7) years thereafter and shall maintain copies of all Records under this Agreement for a period of seven (7) years after the date of submission; however, if at the conclusion of any audit of Borrower or audit of such Records, Lender determines that specific Records are no longer required to be maintained, Lender shall advise Borrower in writing and the obligation imposed on Borrower by this Section shall be terminated with respect to such specific Records only.

12. Borrower Representations and Warranties

To induce Lender to enter into this Agreement, extend the Loan and make the advances, Borrower represents and warrants to Lender that:

- a) Borrower has full power and authority to enter into this Agreement and this Agreement has been duly and validly authorized, executed and delivered by Borrower.
- b) This Agreement does not violate any limitation on the indebtedness of Borrower imposed by any statute, ordinance, charter, bylaw, or other agreement or instrument applicable to Borrower and this Agreement will not be rescinded at any time by any action of Borrower.
- c) Borrower is not in default in the performance or fulfillment of any of the obligations, covenants or conditions contained herein or in any other resolution, agreement, or instrument to which Borrower is a party which would have a material adverse effect on the ability of Borrower to perform its obligations hereunder or would adversely affect the enforceability hereof.
- d) Borrower 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.
- e) Any written information, reports and other paper or data prepared by Borrower and furnished to Lender by Borrower pursuant to this Agreement were, at the time they were so furnished, complete and correct in all material respects to the extent necessary to give Lender a true and accurate knowledge of the subject matter thereof.

- f) Borrower 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.
- g) Borrower shall execute and deliver to Lender all such documents and instruments as may be necessary or reasonably required by Lender to enable Lender to exercise and enforce its rights under this Agreement, the Loan and any related transaction documents.
- h) Borrower shall to the extent permitted by law, and upon three (3) business days prior notice, permit Lender, from time to time during normal business hours, as often as may be reasonably requested, to inspect its books and records and make copies from such books and records which relate to its performance under this Agreement.

13. Extensions

To request an extension, Borrower shall submit to Lender a letter describing in detail the reasons for requesting the extension. With the letter, Borrower shall submit documentation to support the request. Lender reserves the right, in its sole discretion, to disapprove requests that do not include acceptable documentation or that are otherwise not submitted in compliance with this Section 13.

Lender may approve a properly requested and documented extension of the Project Completion Date for the Project if Borrower has complied with all requirements of this Agreement, other than completion of the Project by the original Project Completion Date, and any one of the following apply:

- 1) Borrower has recently discovered unforeseen circumstances during design or construction that prevent completion of the Project by the original Project Completion Date and that must be resolved to complete the Project as designed;
- 2) Borrower is required to rebid, delete, or propose an alternative to the Project; or
- 3) A force of nature created a delay in completing the Project.

In order to qualify for an extension, Borrower may not have been assessed more than two (2) late payment penalties under Section 21 during the term of this Agreement.

Lender shall not approve extensions under this Section 13 unless Borrower agrees to make and Borrower makes loan repayments on the previously completed portion of the Project as specified in the Loan Repayment Schedule provided by Lender. Any extension must be documented through an Amendment to this Agreement.

14. Events of Default

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

- a) The failure of Borrower to make a payment due and payable under this Agreement within the time specified in this Agreement;
- b) A breach or failure of performance by Borrower or any covenant, condition, or provision of this Agreement;
- c) The expenditure of Loan funds by Borrower for purposes other than the implementation of the Project as provided in this Agreement;
- d) Borrower's entry into any agreement whereby any person, corporation, business, or similar entity, other than Borrower, benefits directly or indirectly from utility savings resulting from the Loan or this Agreement, without the Lender's prior written approval, until such time as the Loan is repaid in full as determined by Lender;
- e) Without the prior written consent of Lender, the sale, transfer or other disposition by Borrower 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 to reimburse itself for funds expended by Borrower 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 by the Texas Legislature; or
- h) Borrower's default under any other agreement between Borrower and Lender.

In the event of Borrower's default, Lender shall notify Borrower of the default and Borrower shall have a reasonable opportunity, not to exceed twenty (20) days, to cure Borrower's default. If Borrower fails to cure the default, Lender 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 under this Agreement and earned interest shall become immediately due. Borrower 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, Borrower 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 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 has failed to repay the Loan within ninety (90) days of Lender's declaration of default under this Section, Lender may notify the Office of the Governor, Legislative Budget Board and the Texas Higher Education Coordinating Board of Borrower's breach of this Agreement and the amount owing by Borrower under this Agreement and recommend to the Legislative Budget Board that Borrower'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 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's declaration of default under this Section, Lender may notify the Texas Education Agency of Borrower's breach of this Agreement and the amount owing by Borrower under this Agreement and recommend to the Texas Education Agency that funds to be allocated to Borrower 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 may unilaterally amend this Agreement as provided in Section 26 below. Oral agreements or understandings not incorporated into this Agreement shall not be binding on the parties.

16. Notices

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

If to Lender: Texas Comptroller of Public Accounts
 State Energy Conservation Office
 LBJ State Office Building
 111 East 17th Street, Room 314
 Austin, Texas 78774-0100

If to Borrower: Dickinson Independent School District
 2218 FM 517 Road East
 Dickinson, Texas 77539

17. Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, BORROWER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND LENDER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES,

CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BORROWER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY BORROWER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND BORROWER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. BORROWER AND LENDER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

18. Assignment

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

19. 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, as an agency of the State of Texas, or otherwise available to Lender or Borrower. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Lender or Borrower 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 and Borrower do not waive any privileges, rights, defenses, remedies or immunities available to Lender and Borrower by entering into this Agreement or by their conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Lender and Borrower must be in writing, must reference this section, and must be signed by Lender or Borrower to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Lender and Borrower shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

20. Discrimination

During the term of this Agreement, Borrower 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 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 certifies that it will comply with all HUB requirements, as applicable and amended.

21. Default Rate

All past-due principal of, and, to the extent permitted by applicable law, past-due interest on, any Notes issued under this Loan Agreement shall bear interest at ten percent (10%) (the "Default Rate") until the Loan is paid in full. In its sole discretion, Lender may waive the Default Rate upon Borrower's acceptable written justification for such waiver.

22. Maximum 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.

23. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought for any breach of this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

24. Taxes

Borrower is solely responsible for all state, federal and local taxes of any kind resulting from this Agreement. Lender shall have no liability for any such taxes. Borrower 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 is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, Borrower 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 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.

25. Disputes

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

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

- a) Borrower'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 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 and Borrower otherwise entitled to notice under this Agreement. Compliance by Borrower 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's sole and exclusive process for seeking a remedy for an alleged breach of contract by Lender 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 nor any other conduct of any representative of Lender 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 and Borrower 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 and Borrower within fifteen (15) days after written notice by one of them demanding mediation

under this Section. Borrower shall pay all costs of the mediation unless Lender, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, Lender and Borrower may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Lender and Borrower shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Lender'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 of: (1) any rights, privileges, defenses, remedies or immunities available to Lender as an agency of the State of Texas or otherwise available to Lender; (2) Lender'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 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 may suspend performance during the pendency of such claim or dispute if Borrower has complied with all provisions of §2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

26. Compliance

Borrower shall comply with all laws, regulations, requirements and guidelines applicable to a Borrower from or a 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 reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for Lender's or Borrower'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.

27. Time

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly and rigidly enforced.

28. No Conflicts

Borrower represents and warrants that Borrower has no actual or potential conflicts of interest in entering into this Agreement with Lender and that Borrower's receipt of disbursements under this Agreement would not reasonably create an appearance of impropriety. Borrower represents and warrants that neither Borrower nor any person or entity that will participate financially in this Agreement has received compensation from Lender for participation in preparation of specifications for this Agreement.

29. Deceptive Trade Practices Act

Borrower represents and warrants that Borrower has not been the subject of a Deceptive Trade Practices Act or any unfair business practice, administrative hearing, or court suit and that Borrower has not been found to be guilty of such practices in such proceedings. Borrower 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.

30. Antitrust

Borrower represents and warrants that neither Borrower nor any firm, corporation, partnership, or institution represented by Borrower, nor anyone acting for such firm, corporation, partnership, or institution, has violated Texas antitrust laws or federal antitrust laws.

31. Confidentiality; Open Records

Borrower, its employees and contractors shall not disclose to anyone, directly or indirectly, any information designated by Lender as confidential or information accessed as a result of this Agreement without prior written consent of Lender. Notwithstanding any other provisions of this Agreement to the contrary, Borrower understands

that Lender 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 is not also subject to the Texas Public Information Act, Borrower shall, within three (3) days of receipt, refer to Lender any third party requests, received directly by it, for information to which Borrower has access as a result of or in the course of performance under this Agreement.

32. Other Rights

Borrower shall have no exclusive rights or benefits other than those set forth in this Agreement.

33. Certain Claims

Borrower shall, to the extent authorized by the Constitution and laws of the State of Texas, defend and indemnify Lender 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 shall notify Borrower of any such claim within a reasonable time of Lender's receiving notice of any such claim. Borrower shall pay all reasonable costs of Lender's counsel. If Borrower is notified of any claim subject to this Section, Borrower shall notify Lender of such claim within five (5) working days of such notice. If Lender determines that a conflict exists between its interests and those of Borrower or if Lender is required by applicable law to select separate counsel, Lender shall be permitted to select separate counsel and the reasonable costs of such Lender's counsel shall be paid by Borrower. No settlement of any such claim shall be made by Borrower without Lender's prior written approval. Borrower 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.

34. Statements

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

35. Debts or Delinquencies to State

Borrower acknowledges and agrees that, to the extent Borrower owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Borrower 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 owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Borrower owes any such debt or delinquency. Borrower shall comply with rules adopted by the Comptroller under Sections 403.055, 403.0551 and 2252.903 of the Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

Furthermore, Borrower acknowledges and agrees that any obligation to refund or return contract funds based on termination or breach of this Agreement entered into by Borrower and Lender creates "a debt to the state" for purposes of Section 403.055 of the Texas Government Code. Borrower further acknowledges and agrees that the terms of this Agreement are sufficient to create a debt by agreement between the Borrower and Lender. Lender agrees that it shall provide Borrower the opportunity to contest the amount due or the existence of a breach through an internal administrative review process which shall be determined by Lender. Borrower's failure to return any amount owed upon conclusion of Lender's administrative review process shall allow Lender to use the warrant-hold process under Section 403.055 of the Texas Government Code as a means of enforcing Borrower's compliance with the terms of the Grant Agreement or to recover grant funds required to be returned by Borrower under the terms of this Agreement.

If Borrower is a “local government entity” as defined under Section 271.151 of the Texas Local Government Code, Borrower acknowledges and agrees that this Agreement is a written contract stating the essential terms for providing services to Borrower, and therefore, this Agreement is subject to Chapter 271, Subchapter I, of the Local Government Code which waives sovereign immunity for certain breach of contract claims.

36. Incorporation

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

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

In the event of a conflict, the following documents shall control in the following order of precedence:

1. This Agreement, excluding its attachments;
2. Attachments A-1 and A-2;
3. Attachment K;
4. Attachment J;
5. Attachments B-1 through I, Attachments M through P; and
6. Attachment L.

Borrower represents and warrants that it completed and provided the following Attachments to Lender prior to executing this Agreement: B-1, C, D, E, F, G, H, J, M, N, O-1 and P. In addition, Borrower represents and warrants that each of its contractors completed and provided an Attachments B-2 and O-2 to Borrower and Lender prior to Borrower 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.

37. Successors and Assigns

This Agreement is binding upon Borrower and its successors and assigns and upon Lender and its successors and assigns.

38. Severability

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

39. Merger

This Agreement contains the entire agreement between Lender and Borrower 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.

40. Signatories

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

LENDER:

Texas Comptroller of Public Accounts

BORROWER:

Dickinson Independent School District

By: _____

Lisa Craven
Deputy Comptroller

Date: _____

By: _____

(Printed Name)

(Title)

Date: _____

ATTACHMENT A-1, Loan No. ____

**LOAN APPROVAL STATEMENT
For Energy Conservation Measures**

Borrower: Dickinson Independent School District
 Address: 2218 FM 517 Road East
 City: Dickinson, TX 77539
 Loan Coordinator: Carla Voelkel
 Title: Superintendent
 Phone: 281-229-6000

A Building	B Proposed New Equipment	C Equipment Type	D Equipment Cooling Capacity (Cooling Tons)	E Loan Amount (\$)
McAdams Jr. High	Carrier - 30RB275(green speed)	Air Cooled Chiller	275	\$309,070.00
McAdams Jr. High	Carrier - 30RB275(green speed)	Air Cooled Chiller	275	\$309,070.00
McAdams Jr. High	Carrier - 30RB275(green speed)	Air Cooled Chiller	275	\$309,070.00
McAdams Jr. High	Carrier - 30RB275(green speed)	Air Cooled Chiller	275	\$309,070.00
Calder Road Elementary	Carrier - 30RBF22562-HQM3K(green speed)	Air Cooled Chiller	225	\$281,620.00
Calder Road Elementary	Carrier - 30RBF22562-HQM3K(green speed)	Air Cooled Chiller	225	\$281,620.00
Dickinson High School (Science)	Carrier - 30RB190(green speed)	Air Cooled Chiller	190	\$257,820.00
Field House	Carrier - 30RB110(green speed)	Air Cooled Chiller	110	\$248,020.00
Dickinson High School (N Wing)	Carrier - 30XA325(green speed)	Air Cooled Chiller	325	\$347,320.00
Dickinson High School (N Wing)	Carrier - 30XA325(green speed)	Air Cooled Chiller	325	\$347,320.00
			2500	\$3,000,000.00

TOTAL LOAN AMOUNT	\$3,000,000.00
--------------------------	-----------------------

Anticipated Substantial Completion Time	24 months
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Comments: _____

NOTE: The final Loan Repayment Schedule will be sent to Borrower after construction has been completed and the Borrower's Final Report is accepted by Lender and SECO. The outstanding loan balance on the Loan Repayment Schedule shall be the principal plus accrued interest due as of the first payment due on the Loan. The loan repayment term is equal to the Project Simple Payback shown above on this Attachment A-1.

Loan Statement Definitions

- a) **Building** – Building name and areas serviced (square feet).
- b) **Proposed New Equipment** - Include brand and model number.
- c) **Equipment Type** – Identify whether the replacement equipment is an air cooled or water cooled chiller.
- d) **Equipment Cooling Capacity** – Nominal capacity in cooling tons.
- e) **Estimated Cost (\$)** - includes cost of detail engineering design, labor, and materials to implement retrofit.

[END OF ATTACHMENT A-1]

ATTACHMENT A-2

PROMISSORY NOTE

\$3,000,000.00

1. FOR VALUE RECEIVED, Dickinson Independent School District (“Borrower”), hereby unconditionally promises to pay to the order of the Texas Comptroller of Public Accounts, through its State Energy Conservation Office (together with its successors and assigns and any subsequent holders of this Promissory Note (“Note”), the “Lender”), as hereinafter provided, the principal sum of **THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00)**, or, if less, the unpaid principal amount of the Loan, **together with accrued interest (as hereinafter defined) thereon**, in lawful money of the United States of America. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Loan Agreement (as defined below).
2. The unpaid principal amount of this Note shall be payable in accordance with the terms of the Loan Payment Schedule (to be provided and finalized once Project is complete) and *Sections 5, 21* and *22* of the Loan Agreement.
3. The unpaid principal amount of this Note shall accrue interest from the date of borrowing until the Loan is repaid in full, whether at maturity or by acceleration, in accordance with *Sections 5, 21* and *22* of the Loan Agreement.
4. All borrowings hereunder, and all payments made with respect thereto, may be recorded by Lender from time to time on the Loan Payment Schedule(s), or Lender may record such information by such other method as Lender may generally employ; *provided, however*, that failure to make any such entry shall in no way reduce or diminish Borrower’s obligations hereunder. The aggregate unpaid amount of all borrowings set forth on the Loan Payment Schedule shall be rebuttably presumptive evidence of the unpaid principal amount of this Note.
5. This Note has been executed and delivered pursuant to that certain Loan Agreement (as amended, modified, supplemented, or restated from time to time, the “*Loan Agreement*”), by and among Borrower, as the borrower thereunder, and Lender as lender. This Note evidences borrowings made under the Loan Agreement, and the holder of this Note shall be entitled to the benefits provided in the Loan Agreement. Reference is hereby made to the Loan Agreement for a statement of: (a) the obligation of Lender to make advances hereunder; (b) the prepayment rights and obligations of Borrower; (c) the collateral for the repayment of this Note; and (d) the events upon which the maturity of this Note may be accelerated.
6. Provided Borrower is not in default under the terms of this Note, the Loan Agreement or any other document evidencing, governing or securing the loan evidenced by this Note (collectively, the “*Loan Documents*”), Borrower may prepay the principal of this Note in whole or in part, at any time, or from time to time, without penalty or premium, and interest shall immediately cease to accrue on any amount so prepaid.
7. If this Note, or any installment or payment due hereunder, is not paid when due, whether at maturity or by acceleration, Borrower agrees to pay all out-of-pocket costs of collection, including, but not limited to, attorneys’ fees incurred by the holder hereof. All past-due principal of, and, to the extent permitted by applicable law, past-due interest on, this Note shall bear interest until paid at the Default Rate as provided in *Section 21* of the Loan Agreement.
8. This Note is executed and delivered as an incident to a lending transaction negotiated and consummated in Travis County, Texas, and shall be governed and construed in accordance with the laws of the State of Texas and the applicable federal laws of the United States of America, which shall govern the validity, construction,

enforcement and interpretation of this Note. Borrower, for itself and its successors and assigns, hereby irrevocably submits to any court of competent jurisdiction of Travis County, Texas.

BORROWER NAME: Dickinson Independent School District

Name of Authorized Representative: Carla Voelkel

Title of Authorized Representative: Superintendent

Signature: _____

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.

Dickinson ISD (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 1975 (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 extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which 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, age or 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 and regulations 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 served by race, color, national origin, sex, age 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, age 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 assistance 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 on 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, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are 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).

Designated Responsible Employee

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

2218 FM 517 Road East

Dickinson, TX 77539

Address

281-229-6000

Telephone Number

Authorized Official:

Name and Title (Printed or Typed)

Telephone Number

Signature

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.

(Enter name of Borrower's Subcontractor) _____ (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 1975 (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 extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which 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, age, or 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 and regulations 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 served by race, color, national origin, sex, age 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, age 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 on 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, the successors, transferees, and assignees, as well as the person(s) whose signatures appears below and who are 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).

Designated Responsible Employee of Subcontractor

Name: _____
Title: _____
Telephone _____
Signature _____
Date: _____

Subcontractor Name:

Subcontractor Name: _____
Telephone: _____
Address: _____

Authorized Official of Subcontractor

Name: _____
Title: _____
Telephone _____
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.

Organization Name: Dickinson Independent School District

Name of Authorized Representative: Carla Voelkel

Title of Authorized Representative: Superintendent

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 10 CFR Part 601, "New Restrictions on Lobbying," and 10 CFR Part 606, "Government-wide Debarment and Suspension (Non-procurement)" and 10 CFR Part 607 "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.

**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 of 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 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.

devoted exclusively to charitable, educational, or recreational purposes.

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

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.

Dickinson Independent School District

Name of Applicant

Pre/Award Number and/or Project Name

Carla Voelkel, Superintendent

Printed Name and Title of Authorized Representative

Signature

Date

penalty of not less than \$10,000 and not more than \$100,000 for each such failure	
---	--

ATTACHMENT F, Loan No. CL410
ASSURANCES -- NON-CONSTRUCTION PROGRAMS
OMB Approval No. 0348-0040

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller, the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will 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.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93- 234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
 19. Will comply with the requirements of Section 160(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under this award.
-

Signature of Authorized Certifying Official

Dickinson Independent School District
Applicant Organization

Superintendent
Title

Date Submitted

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 loan exceeds \$10,000.

- (a) The Borrower 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 Borrower shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Borrower pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Borrower 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 Borrower 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 Borrower or its contractor 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 Borrower 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 loan provided the date requirements of this loan have been met as of the date of the private use of such data. The Borrower 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 Borrower 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 Borrower 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 loan by the Borrower, 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 Borrower in the performance of this loan but which is incorporated in the material furnished under the loan, provided that such license shall be only to the extent the Borrower now has, or prior to completion or close-out of the loan, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(1) The Borrower agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this loan 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 loan 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 loan or modification is based.

Dickinson Independent School District

Organization Name

Carla Voelkel, Superintendent

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT H

SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

Borrower, if subcontracting any of its performance hereunder, shall legally bind subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of Borrower under this Agreement. Borrower shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

Borrower 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 subcontractors under this Agreement. In no event shall any provision of this Attachment H, including, but not limited to, the requirement that Borrower obtain the prior approval of Lender on Borrower's proposed subcontracts, be construed as relieving Borrower 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 Borrower. Borrower shall, upon request, furnish Lender 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 Lender, Borrower shall provide any and all documentation deemed necessary by the Lender 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 Borrower, I hereby certify that Borrower and subcontractor will comply with the above requirements.

BORROWER: Dickinson Independent School District

By: _____

Printed Name: Carla Voelkel

Date: _____

ATTACHMENT I
CONSULTATION LIST
FOR THE STATE ENERGY PROGRAM

The work items and undertakings listed herein qualify for assistance from the State Energy Program (“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. 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 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 SEP program as part of the DOE’s Energy Efficiency and Renewable Energy Program (“EERE”). This Consultation List is for the exclusive use of CPA and the SEP program 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 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 that are 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.

**ATTACHMENT J
EXECUTION OF APPLICATION**

1. By signature hereon, Applicant represents and warrants that the provisions in this Execution of Application apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFA or any contract resulting from it.
2. By signature hereon, Applicant represents and warrants that it has read and understood and shall comply with Lender's Anti-Fraud Policy, located on Lender's website at <https://www.comptroller.texas.gov/about/policies/ethics.php> as such Policy currently reads and as it is amended throughout the term of any resulting contract.
3. By signature hereon, Applicant represents and warrants that each employee, including "replacement employees", will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFA.
4. By signature hereon, Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Lender under the RFA and any resulting contract, if any, and that Applicant's provision of the requested items under the RFA and any resulting contract, if any, would not reasonably create an appearance of impropriety.
5. By signature hereon, pursuant to Section 2155.003 of the Texas Government Code, Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Application.
6. By signature hereon, Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
7. By signature hereon, Applicant hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, *et seq.* and Tex. Bus. & Comm. Code Sec. 15.01, *et seq.*, neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, nor anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws or communicated directly or indirectly the Application made to any competitor or any other person engaged in such line of business.
8. By signature hereon, Applicant represents and warrants that all statements and information prepared and submitted in response to this RFA are current, complete, and accurate.
9. By signature hereon, Applicant represents and warrants that the individual signing this document and the documents made part of this RFA and Application is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this Application.
10. By signature hereon, Applicant represents and warrants that if a Texas address is shown as the address of Applicant, Applicant qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).
11. Check below if preference claimed under 34 Texas Administrative Code §20.38:
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran

- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value
- Commercial production company or advertising agency located in Texas

12. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Applicant certifies that the individual or business named in the Application is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006 of the Texas Family Code must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Application. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: _____ SSN: _____
 Name: _____ SSN: _____
 Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

13. By signature hereon, Applicant represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exists between Applicant and an employee of any Lender component, and Applicant has not been an employee of any Lender component within the immediate twelve (12) months prior to Applicant's Application. By signature hereon, Applicant certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency. Enter the name of any current or former executive head of a Texas State Agency that is currently employed by Applicant below:

Name of Former Executive: _____
 Name of State Agency: _____
 Date of Separation from State Agency: _____
 Position with Applicant: _____
 Date of Employment with Applicant: _____

All such disclosures will be subject to administrative review and approval prior to Lender entering into any contract with Applicant. Applicant acknowledges that any contract resulting from this RFA may be terminated at any time, and payments withheld, if this information is false.

14. By signature hereon, pursuant to Section 2155.004(a) of the Texas Government Code, Applicant represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFA has received compensation for participation in the preparation of specifications for this RFA.

Further, under Section 2155.005(b) of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application or any contract resulting from this RFA is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

15. By signature hereon, Applicant represents and warrants that all articles and services quoted in response to this RFA meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.
16. By signature hereon, Applicant represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
17. By signature hereon, Applicant represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA). Applicant further represents and warrants that it will comply with all applicable Texas Accessibility requirements.
18. By signature hereon, in accordance with Section 2155.4441 of the Texas Government Code, Applicant agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
19. By signature hereon, Applicant represents and warrants that Lender's payments to Applicant and Applicant's receipt of appropriated or other funds under any contract resulting from this RFA are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code.
20. By signature hereon, Applicant represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
21. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. By signature hereon, the Applicant represents and warrants, in accordance with Section 2155.006 of the Texas Government Code, that the individual or business entity named in its Application is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certifications inaccurate.
22. By signature hereon, Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Applicant or any of the individuals or entities included in Part 1 of this document within the five (5) calendar years immediately preceding the submission of Applicant's Application in response to the RFA that would or could impair Applicant's performance under any agreement resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to Lender's consideration of Applicant's Application. If Applicant is unable to make the preceding representation and warranty, then Applicant instead represents and warrants that it has included as a detailed attachment in its Application a complete disclosure of any such court or governmental agency actions, proceedings, or investigations, etc. that would or could impair Applicant's performance under any agreement resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to Lender's consideration of Applicant's Application. In addition, Applicant represents and warrants that it shall notify Lender in writing within five (5) business days of any

changes to the representations or warranties in this clause and understands that failure to so timely update Lender shall constitute breach of contract and may result in immediate termination of any agreement resulting from this RFA.

23. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms and conditions of this RFA.

Authorized signatory on behalf of Applicant must complete and sign the following:

Authorized Signature _____

Printed Name of Authorized Signatory Carla Voelkel

Title of Authorized Signatory Superintendent

Email Address cvoelkel@dickinsonisd.org

Company Name Dickinson Independent School District

Federal Employer Identification Number 74-6000683

Phone Number 281-229-6000

Physical Address 2218 FM 517 Road East, Dickinson, TX 77539

Mailing Address 2218 FM 517 Road East, Dickinson, TX 77539

ATTACHMENT K
LENDER'S RFA

Lender's Request for Applications (RFA) BE-G26-2023, issued on September 1, 2022, is incorporated by reference for all purposes into this Agreement as Attachment K.

**ATTACHMENT L
BORROWER'S APPLICATION**

The Application signed and dated by Borrower on October 27, 2022, is incorporated by this reference into the Agreement as Attachment L.

ATTACHMENT M

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 to the contrary, the DOE or the Prime 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 Lender/Prime Recipient is subject to the following provisions. Subrecipient shall cooperate with Lender/Prime Recipient relevant to such compliance. Subrecipient must include these special terms and conditions in any subcontracts.

B. Segregation of Costs. Prime 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 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 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, 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, 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 NAME: DICKINSON INDEPENDENT SCHOOL DISTRICT

Authorized by:

Name _____

Title _____

Date _____

ATTACHMENT N
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 41 U.S.C. 22.

5. Hatch Act. If applicable, you must comply with the provisions of the Hatch Act (5 U.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 17th 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 (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 NAME: DICKINSON INDEPENDENT SCHOOL DISTRICT

Authorized by:

Name _____

Title _____

Date _____

ATTACHMENT O-1

AMERICAN RECOVERY & REINVESTMENT ACT—BORROWER/SUBRECIPIENT AFFIDAVIT

This Affidavit must be signed and sworn (notarized)

I, **Carla Voelkel, Superintendent**, an authorized representative of: **Dickinson Independent School District**, an institution of higher education 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 the Texas Comptroller of Public Accounts, a 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 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: **DICKINSON INDEPENDENT SCHOOL DISTRICT**

Authorized by:

Name _____

Title _____

Date _____

Sworn and subscribed before me by the said _____ on this _____ day of _____, 20__.

Notary Public, State of Texas

Notary's printed name: _____

My commission expires: _____

(Seal)

ATTACHMENT O-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 through the Texas Comptroller of Public Accounts, 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: _____
Printed 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 P
ARRA REPORTING REQUIREMENTS

Subrecipient shall submit to the Lender the following reports:

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

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 Loan 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 Loan Agreement and designated an authorized representative for the Subrecipient;
 - i. the loan/award number assigned to the Subrecipient by the Lender;
 - j. the date the Loan Agreement was signed (mm/dd/yyyy); and
 - k. the performance period established in the Loan 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 Loan 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 Loan Agreement:
 - a. the name of the key personnel and official title, if any;
 - b. primary role served for the Subrecipient with respect to the Loan;
 - 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 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 Loan 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 Loan 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. Report format will be coordinated with SECO.

III. FINAL REPORT.

- 1. No later than 30 days prior to the grant ending date, the Subrecipient shall submit an electronic Final Report.
- 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.

Borrower: Dickinson Independent School District

Authorized by:

Name _____

Title _____

Date _____

**STATE ENERGY CONSERVATION OFFICE
LOAN AGREEMENT**

1. Parties; Effective Date

This Loan Agreement (hereinafter, "Agreement") is entered into by and between the Texas Comptroller of Public Accounts, through its State Energy Conservation Office ("Lender"), and Dickinson Independent School District ("Borrower"). The Effective Date of this Agreement shall be the date this Agreement is signed by Lender, after having first been signed by the Borrower.

2. Loan of Funds

Borrower hereby requests Lender and Lender hereby agrees, on the terms and conditions set forth in this Agreement, to establish a loan for the benefit of Borrower in an amount not to exceed **THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00)** (hereinafter, "Loan"). Borrower shall expend all funds received from Lender pursuant to this Agreement only for the purpose of completion of the project described in the Loan Approval Statement attached hereto as Attachment A-1 (hereinafter, "Project"), the Engineering Report (as defined in Attachment A-1), and Borrower's Loan Application. The Project shall be completed within 24 months of the Effective Date ("Project Completion Date"). The Project Completion Date may be extended only on Lender's prior written approval as provided for in Section 13 of this Agreement.

3. Authority

This Loan is authorized pursuant to: (1) the LoanSTAR Revolving Loan Program of the Texas State Energy Plan ("SEP") in accordance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.) as amended by the Energy Conservation and Production Act (42 U.S.C. 6326, et seq.); (2) the Oil Overcharge Restitutionary Act, Chapter 2305, Texas Government Code § 2305.032; and (3) Title 34, Part 1, Texas Administrative Code, Subchapter D, Loan Program for Energy Retrofits.

4. Term and Termination

The term of this Agreement shall begin on the Effective Date and shall terminate upon repayment, in full, of the Loan. The provisions of this Agreement regarding confidentiality, indemnification, payments, records, and dispute resolution shall survive the termination or expiration of this Agreement.

5. Payments

Borrower shall repay the Loan, in full, in accordance with the promissory note (see Attachment A-2) issued by Borrower (the "Note") and the terms specified in the Loan Payment Schedule at Lender's principal place of business in Austin, Texas, or at such other place as Lender may designate, the principal sum of **THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00)** or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Lender under the terms of this Agreement **together with interest on the unpaid principal amount computed from the date of each disbursement to Borrower until repaid in full** at the rate of **point two five percent (.25%)** per annum.

6. Disbursements

Borrower must submit requests for disbursement to Lender on a regular basis so that they are received by Lender every thirty (30) to forty-five (45) calendar days. Requests for disbursement may only include requests for reimbursement of goods and services for which Borrower has authorized payment within sixty (60) days of the submission of the disbursement request. Lender shall have no obligation to make disbursements for the costs of goods and services if Borrower fails to comply with these requirements. Notwithstanding any other provision of this Agreement or any other document to the contrary, the total of all installments disbursed by Lender to Borrower shall not exceed the amount of the Loan set forth in Section 2 of this Agreement.

7. Contingency of Funding

Lender's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Lender 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 or the State of Texas, subject to such availability and receipt of these funds. In addition, Lender is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature. If Lender becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render Lender's performance under this Agreement impossible or unnecessary, Lender may terminate or cancel this Agreement without penalty to Lender or the State of Texas. In the event of a termination or cancellation under this Section, Lender 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. Lender acknowledges and agrees the terms of this Section 7 equally apply to Borrower if Borrower is an agency of the State of Texas.

8. Accounts; Audits

If requested by Lender, Borrower shall deposit disbursements of the Loan into an account with an institution the deposits of which are insured by the federal government. Borrower 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's request, Borrower shall promptly acquire and submit to an independent audit of such account and all funds received from Lender. All costs related to Borrower's compliance with this Section shall be borne solely by Borrower. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of the Borrower 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 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 Borrower 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 Lender to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154. Borrower shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Borrower and the requirement to cooperate is included in any subcontract it awards. The state auditor shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Borrower relating to this Agreement.

9. Inspections; Monitoring

Borrower shall provide Lender, its authorized employees, agents and representatives, and authorized State of Texas and federal employees, agents and representatives, with access to the Project site and all Project records. Borrower shall permit such persons to make physical inspections of any and all books, reports, documents, files, workpapers, work products, receipts, documentation, applications, data, accounts, or any other information or items pertaining to the Loan Application, the Project, the Loan, the Note or this Agreement, regardless of media ("Records") at reasonable times during the Project design process, before work on the Project commences, during the construction, installation, and implementation of the Project, and after work on the Project is completed and shall advise Borrower's project engineers and other employees, agents, and representatives of this requirement. Such authorized persons may monitor Project construction and review and audit financial documents and Project records. Borrower shall ensure that such documents are consistent with the project descriptions as detailed in Attachment A-1 to this Agreement. 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.

Borrower 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 may withhold from disbursement to Borrower ten percent (10%) of the amount of the Loan pending Lender's final inspection. Lender shall make reasonable efforts to coordinate site visits with Borrower; however, Lender and other authorized persons reserve the right to make unscheduled visits for any of the purposes described in this Agreement; however, Lender reserves the right, in its sole discretion, to extend the date for final inspection or to waive the final inspection. Without limiting Lender's right to make inspections at any time, Lender will physically inspect the project at the fifty percent (50%) and one hundred (100%) completion periods; provided, however, that Lender, may determine, in sole discretion, to limit this construction monitoring to one site visit to reduce costs on smaller projects.

10. Design Review

Lender's written approval will be required at the fifty percent (50%) and one hundred percent (100%) completion periods before Borrower proceeds to the next phase of the project. Construction shall not begin until Lender has approved all design and specification documents.

11. Records Retention

Borrower shall maintain all Records supporting its Loan Application until the Loan is fully repaid and for a period of seven (7) years thereafter and shall maintain copies of all Records under this Agreement for a period of seven (7) years after the date of submission; however, if at the conclusion of any audit of Borrower or audit of such Records, Lender determines that specific Records are no longer required to be maintained, Lender shall advise Borrower in writing and the obligation imposed on Borrower by this Section shall be terminated with respect to such specific Records only.

12. Borrower Representations and Warranties

To induce Lender to enter into this Agreement, extend the Loan and make the advances, Borrower represents and warrants to Lender that:

- a) Borrower has full power and authority to enter into this Agreement and this Agreement has been duly and validly authorized, executed and delivered by Borrower.
- b) This Agreement does not violate any limitation on the indebtedness of Borrower imposed by any statute, ordinance, charter, bylaw, or other agreement or instrument applicable to Borrower and this Agreement will not be rescinded at any time by any action of Borrower.
- c) Borrower is not in default in the performance or fulfillment of any of the obligations, covenants or conditions contained herein or in any other resolution, agreement, or instrument to which Borrower is a party which would have a material adverse effect on the ability of Borrower to perform its obligations hereunder or would adversely affect the enforceability hereof.
- d) Borrower 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.
- e) Any written information, reports and other paper or data prepared by Borrower and furnished to Lender by Borrower pursuant to this Agreement were, at the time they were so furnished, complete and correct in all material respects to the extent necessary to give Lender a true and accurate knowledge of the subject matter thereof.

- f) Borrower 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.
- g) Borrower shall execute and deliver to Lender all such documents and instruments as may be necessary or reasonably required by Lender to enable Lender to exercise and enforce its rights under this Agreement, the Loan and any related transaction documents.
- h) Borrower shall to the extent permitted by law, and upon three (3) business days prior notice, permit Lender, from time to time during normal business hours, as often as may be reasonably requested, to inspect its books and records and make copies from such books and records which relate to its performance under this Agreement.

13. Extensions

To request an extension, Borrower shall submit to Lender a letter describing in detail the reasons for requesting the extension. With the letter, Borrower shall submit documentation to support the request. Lender reserves the right, in its sole discretion, to disapprove requests that do not include acceptable documentation or that are otherwise not submitted in compliance with this Section 13.

Lender may approve a properly requested and documented extension of the Project Completion Date for the Project if Borrower has complied with all requirements of this Agreement, other than completion of the Project by the original Project Completion Date, and any one of the following apply:

- 1) Borrower has recently discovered unforeseen circumstances during design or construction that prevent completion of the Project by the original Project Completion Date and that must be resolved to complete the Project as designed;
- 2) Borrower is required to rebid, delete, or propose an alternative to the Project; or
- 3) A force of nature created a delay in completing the Project.

In order to qualify for an extension, Borrower may not have been assessed more than two (2) late payment penalties under Section 21 during the term of this Agreement.

Lender shall not approve extensions under this Section 13 unless Borrower agrees to make and Borrower makes loan repayments on the previously completed portion of the Project as specified in the Loan Repayment Schedule provided by Lender. Any extension must be documented through an Amendment to this Agreement.

14. Events of Default

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

- a) The failure of Borrower to make a payment due and payable under this Agreement within the time specified in this Agreement;
- b) A breach or failure of performance by Borrower or any covenant, condition, or provision of this Agreement;
- c) The expenditure of Loan funds by Borrower for purposes other than the implementation of the Project as provided in this Agreement;
- d) Borrower's entry into any agreement whereby any person, corporation, business, or similar entity, other than Borrower, benefits directly or indirectly from utility savings resulting from the Loan or this Agreement, without the Lender's prior written approval, until such time as the Loan is repaid in full as determined by Lender;
- e) Without the prior written consent of Lender, the sale, transfer or other disposition by Borrower 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 to reimburse itself for funds expended by Borrower 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 by the Texas Legislature; or
- h) Borrower’s default under any other agreement between Borrower and Lender.

In the event of Borrower's default, Lender shall notify Borrower of the default and Borrower shall have a reasonable opportunity, not to exceed twenty (20) days, to cure Borrower's default. If Borrower fails to cure the default, Lender 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 under this Agreement and earned interest shall become immediately due. Borrower 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, Borrower 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 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 has failed to repay the Loan within ninety (90) days of Lender's declaration of default under this Section, Lender may notify the Office of the Governor, Legislative Budget Board and the Texas Higher Education Coordinating Board of Borrower's breach of this Agreement and the amount owing by Borrower under this Agreement and recommend to the Legislative Budget Board that Borrower'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 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's declaration of default under this Section, Lender may notify the Texas Education Agency of Borrower's breach of this Agreement and the amount owing by Borrower under this Agreement and recommend to the Texas Education Agency that funds to be allocated to Borrower 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 may unilaterally amend this Agreement as provided in Section 26 below. Oral agreements or understandings not incorporated into this Agreement shall not be binding on the parties.

16. Notices

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

If to Lender: Texas Comptroller of Public Accounts
 State Energy Conservation Office
 LBJ State Office Building
 111 East 17th Street, Room 314
 Austin, Texas 78774-0100

If to Borrower: Dickinson Independent School District
 2218 FM 517 Road East
 Dickinson, Texas 77539

17. Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, BORROWER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND LENDER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES,

CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BORROWER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY BORROWER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND BORROWER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. BORROWER AND LENDER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

18. Assignment

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

19. 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, as an agency of the State of Texas, or otherwise available to Lender or Borrower. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Lender or Borrower 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 and Borrower do not waive any privileges, rights, defenses, remedies or immunities available to Lender and Borrower by entering into this Agreement or by their conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Lender and Borrower must be in writing, must reference this section, and must be signed by Lender or Borrower to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Lender and Borrower shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

20. Discrimination

During the term of this Agreement, Borrower 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 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 certifies that it will comply with all HUB requirements, as applicable and amended.

21. Default Rate

All past-due principal of, and, to the extent permitted by applicable law, past-due interest on, any Notes issued under this Loan Agreement shall bear interest at ten percent (10%) (the "Default Rate") until the Loan is paid in full. In its sole discretion, Lender may waive the Default Rate upon Borrower's acceptable written justification for such waiver.

22. Maximum 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.

23. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought for any breach of this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

24. Taxes

Borrower is solely responsible for all state, federal and local taxes of any kind resulting from this Agreement. Lender shall have no liability for any such taxes. Borrower 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 is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, Borrower 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 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.

25. Disputes

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

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

- a) Borrower'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 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 and Borrower otherwise entitled to notice under this Agreement. Compliance by Borrower 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's sole and exclusive process for seeking a remedy for an alleged breach of contract by Lender 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 nor any other conduct of any representative of Lender 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 and Borrower 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 and Borrower within fifteen (15) days after written notice by one of them demanding mediation

under this Section. Borrower shall pay all costs of the mediation unless Lender, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, Lender and Borrower may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Lender and Borrower shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Lender'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 of: (1) any rights, privileges, defenses, remedies or immunities available to Lender as an agency of the State of Texas or otherwise available to Lender; (2) Lender'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 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 may suspend performance during the pendency of such claim or dispute if Borrower has complied with all provisions of §2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

26. Compliance

Borrower shall comply with all laws, regulations, requirements and guidelines applicable to a Borrower from or a 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 reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for Lender's or Borrower'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.

27. Time

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly and rigidly enforced.

28. No Conflicts

Borrower represents and warrants that Borrower has no actual or potential conflicts of interest in entering into this Agreement with Lender and that Borrower's receipt of disbursements under this Agreement would not reasonably create an appearance of impropriety. Borrower represents and warrants that neither Borrower nor any person or entity that will participate financially in this Agreement has received compensation from Lender for participation in preparation of specifications for this Agreement.

29. Deceptive Trade Practices Act

Borrower represents and warrants that Borrower has not been the subject of a Deceptive Trade Practices Act or any unfair business practice, administrative hearing, or court suit and that Borrower has not been found to be guilty of such practices in such proceedings. Borrower 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.

30. Antitrust

Borrower represents and warrants that neither Borrower nor any firm, corporation, partnership, or institution represented by Borrower, nor anyone acting for such firm, corporation, partnership, or institution, has violated Texas antitrust laws or federal antitrust laws.

31. Confidentiality; Open Records

Borrower, its employees and contractors shall not disclose to anyone, directly or indirectly, any information designated by Lender as confidential or information accessed as a result of this Agreement without prior written

consent of Lender. Notwithstanding any other provisions of this Agreement to the contrary, Borrower understands that Lender 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 is not also subject to the Texas Public Information Act, Borrower shall, within three (3) days of receipt, refer to Lender any third party requests, received directly by it, for information to which Borrower has access as a result of or in the course of performance under this Agreement.

32. Other Rights

Borrower shall have no exclusive rights or benefits other than those set forth in this Agreement.

33. Certain Claims

Borrower shall, to the extent authorized by the Constitution and laws of the State of Texas, defend and indemnify Lender 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 shall notify Borrower of any such claim within a reasonable time of Lender's receiving notice of any such claim. Borrower shall pay all reasonable costs of Lender's counsel. If Borrower is notified of any claim subject to this Section, Borrower shall notify Lender of such claim within five (5) working days of such notice. If Lender determines that a conflict exists between its interests and those of Borrower or if Lender is required by applicable law to select separate counsel, Lender shall be permitted to select separate counsel and the reasonable costs of such Lender's counsel shall be paid by Borrower. No settlement of any such claim shall be made by Borrower without Lender's prior written approval. Borrower 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.

34. Statements

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

35. Debts or Delinquencies to State

Borrower acknowledges and agrees that, to the extent Borrower owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Borrower 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 owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Borrower owes any such debt or delinquency. Borrower shall comply with rules adopted by the Comptroller under Sections 403.055, 403.0551 and 2252.903 of the Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

Furthermore, Borrower acknowledges and agrees that any obligation to refund or return contract funds based on termination or breach of this Agreement entered into by Borrower and Lender creates "a debt to the state" for purposes of Section 403.055 of the Texas Government Code. Borrower further acknowledges and agrees that the terms of this Agreement are sufficient to create a debt by agreement between the Borrower and Lender. Lender agrees that it shall provide Borrower the opportunity to contest the amount due or the existence of a breach through an internal administrative review process which shall be determined by Lender. Borrower's failure to return any amount owed upon conclusion of Lender's administrative review process shall allow Lender to use the warrant-hold process under Section 403.055 of the Texas Government Code as a means of enforcing Borrower's compliance with the terms of the Grant Agreement or to recover grant funds required to be returned by Borrower under the terms of this Agreement.

If Borrower is a “local government entity” as defined under Section 271.151 of the Texas Local Government Code, Borrower acknowledges and agrees that this Agreement is a written contract stating the essential terms for providing services to Borrower, and therefore, this Agreement is subject to Chapter 271, Subchapter I, of the Local Government Code which waives sovereign immunity for certain breach of contract claims.

36. Incorporation

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

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

In the event of a conflict, the following documents shall control in the following order of precedence:

1. This Agreement, excluding its attachments;
2. Attachments A-1 and A-2;
3. Attachment K;
4. Attachment J;
5. Attachments B-1 through I, Attachments M through P; and
6. Attachment L.

Borrower represents and warrants that it completed and provided the following Attachments to Lender prior to executing this Agreement: B-1, C, D, E, F, G, H, J, M, N, O-1 and P. In addition, Borrower represents and warrants that each of its contractors completed and provided an Attachments B-2 and O-2 to Borrower and Lender prior to Borrower 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.

37. Successors and Assigns

This Agreement is binding upon Borrower and its successors and assigns and upon Lender and its successors and assigns.

38. Severability

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

39. Merger

This Agreement contains the entire agreement between Lender and Borrower 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.

40. Signatories

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

LENDER:

Texas Comptroller of Public Accounts

By: _____

Lisa Craven
Deputy Comptroller

Date: _____

BORROWER:

Dickinson Independent School District

By: _____

_____(Printed Name)
_____(Title)

Date: _____

ATTACHMENT A-1, Loan No. ____

**LOAN APPROVAL STATEMENT
For Energy Conservation Measures**

Borrower: Dickinson Independent School District
 Address: 2218 FM 517 Road East
 City: Dickinson, TX 77539
 Loan Coordinator: Carla Voelkel
 Title: Superintendent
 Phone: 281-229-6000

A	B	C	D	E
Building	Proposed New Equipment	Equipment Type	Equipment Cooling Capacity (Cooling Tons)	Loan Amount (\$)
Barber Middel School	Carrier - 30RBF22562-HQM3K(green speed)	Air Cooled Chiller	225	\$259,695.00
Dickinson High School (North)	Carrier - 30RB250(green speed)	Air Cooled Chiller	250	\$427,095.00
Dickinson High School (North)	Carrier - 30RB250(green speed)	Air Cooled Chiller	250	\$427,095.00
Dunbar Middle School	Carrier - 30RB275(green speed)	Air Cooled Chiller	275	\$333,495.00
Dunbar Middle School	Carrier - 30RB275(green speed)	Air Cooled Chiller	275	\$333,495.00
Dickinson High School (South)	Carrier - 30RBF22562-HQM3K(green speed)	Air Cooled Chiller	225	\$257,145.00
Hughes Road Elementary	Carrier - 30RB090(green speed)	Air Cooled Chiller	90	\$226,145.00
Hughes Road Elementary	Carrier - 30RB090(green speed)	Air Cooled Chiller	90	\$226,145.00
San Leon Elementary	Carrier - 30RBF22562-HQM3K(green speed)	Air Cooled Chiller	225	\$254,845.00
San Leon Elementary	Carrier - 30RBF22562-HQM3K(green speed)	Air Cooled Chiller	225	\$254,845.00
			2130	\$3,000,000.00

TOTAL LOAN AMOUNT	\$3,000,000.00
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Anticipated Substantial Completion Time	24 months
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Comments: _____

NOTE: The final Loan Repayment Schedule will be sent to Borrower after construction has been completed and the Borrower's Final Report is accepted by Lender and SECO. The outstanding loan balance on the Loan

Repayment Schedule shall be the principal plus accrued interest due as of the first payment due on the Loan. The loan repayment term is equal to the Project Simple Payback shown above on this Attachment A-1.

Loan Statement Definitions

- a) **Building** – Building name and areas serviced (square feet).
- b) **Proposed New Equipment** - Include brand and model number.
- c) **Equipment Type** – Identify whether the replacement equipment is an air cooled or water cooled chiller.
- d) **Equipment Cooling Capacity** – Nominal capacity in cooling tons.
- e) **Estimated Cost (\$)** - includes cost of detail engineering design, labor, and materials to implement retrofit.

[END OF ATTACHMENT A-1]

ATTACHMENT A-2

PROMISSORY NOTE

\$3,000,000.00

1. FOR VALUE RECEIVED, Dickinson Independent School District (“Borrower”), hereby unconditionally promises to pay to the order of the Texas Comptroller of Public Accounts, through its State Energy Conservation Office (together with its successors and assigns and any subsequent holders of this Promissory Note (“Note”), the “Lender”), as hereinafter provided, the principal sum of **THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00)**, or, if less, the unpaid principal amount of the Loan, **together with accrued interest (as hereinafter defined) thereon.** in lawful money of the United States of America. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Loan Agreement (as defined below).
2. The unpaid principal amount of this Note shall be payable in accordance with the terms of the Loan Payment Schedule (to be provided and finalized once Project is complete) and *Sections 5, 21 and 22* of the Loan Agreement.
3. The unpaid principal amount of this Note shall accrue interest from the date of borrowing until the Loan is repaid in full, whether at maturity or by acceleration, in accordance with *Sections 5, 21 and 22* of the Loan Agreement.
4. All borrowings hereunder, and all payments made with respect thereto, may be recorded by Lender from time to time on the Loan Payment Schedule(s), or Lender may record such information by such other method as Lender may generally employ; *provided, however*, that failure to make any such entry shall in no way reduce or diminish Borrower’s obligations hereunder. The aggregate unpaid amount of all borrowings set forth on the Loan Payment Schedule shall be rebuttably presumptive evidence of the unpaid principal amount of this Note.
5. This Note has been executed and delivered pursuant to that certain Loan Agreement (as amended, modified, supplemented, or restated from time to time, the “***Loan Agreement***”), by and among Borrower, as the borrower thereunder, and Lender as lender. This Note evidences borrowings made under the Loan Agreement, and the holder of this Note shall be entitled to the benefits provided in the Loan Agreement. Reference is hereby made to the Loan Agreement for a statement of: (a) the obligation of Lender to make advances hereunder; (b) the prepayment rights and obligations of Borrower; (c) the collateral for the repayment of this Note; and (d) the events upon which the maturity of this Note may be accelerated.
6. Provided Borrower is not in default under the terms of this Note, the Loan Agreement or any other document evidencing, governing or securing the loan evidenced by this Note (collectively, the “Loan Documents”), Borrower may prepay the principal of this Note in whole or in part, at any time, or from time to time, without penalty or premium, and interest shall immediately cease to accrue on any amount so prepaid.
7. If this Note, or any installment or payment due hereunder, is not paid when due, whether at maturity or by acceleration, Borrower agrees to pay all out-of-pocket costs of collection, including, but not limited to, attorneys’ fees incurred by the holder hereof. All past-due principal of, and, to the extent permitted by applicable law, past-due interest on, this Note shall bear interest until paid at the Default Rate as provided in *Section 21* of the Loan Agreement.
8. This Note is executed and delivered as an incident to a lending transaction negotiated and consummated in Travis County, Texas, and shall be governed and construed in accordance with the laws of the State of Texas and the applicable federal laws of the United States of America, which shall govern the validity, construction,

enforcement and interpretation of this Note. Borrower, for itself and its successors and assigns, hereby irrevocably submits to any court of competent jurisdiction of Travis County, Texas.

BORROWER NAME: Dickinson Independent School District

Name of Authorized Representative: Carla Voelkel

Title of Authorized Representative: Superintendent

Signature: _____

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.

Dickinson 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 1975 (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 extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which 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, age or 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 and regulations 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 served by race, color, national origin, sex, age 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, age 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 assistance 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 on 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, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are 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).

Designated Responsible Employee

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

2218 FM 517 Road East

281-229-6000

Dickinson, TX 77539

Telephone Number

Address

Authorized Official:

Name and Title (Printed or Typed)

Telephone Number

Signature

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.

(Enter name of Borrower's Subcontractor) _____ (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 1975 (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 extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which 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, age, or 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 and regulations 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 served by race, color, national origin, sex, age 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, age 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 on 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, the successors, transferees, and assignees, as well as the person(s) whose signatures appears below and who are 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).

Designated Responsible Employee of Subcontractor

Name: _____
Title: _____
Telephone _____
Signature _____
Date: _____

Subcontractor Name:

Subcontractor Name: _____
Telephone: _____
Address: _____

Authorized Official of Subcontractor

Name: _____
Title: _____
Telephone _____
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.

Organization Name: Dickinson Independent School District

Name of Authorized Representative: Carla Voelkel

Title of Authorized Representative: Superintendent

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 10 CFR Part 601, "New Restrictions on Lobbying," and 10 CFR Part 606, "Government-wide Debarment and Suspension (Non-procurement)" and 10 CFR Part 607 "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.

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 preceding 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 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.

devoted exclusively to charitable, educational, or recreational purposes.

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

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.

Dickinson Independent School District
Name of Applicant

Pre/Award Number and/or Project Name

Carla Voelkel, Superintendent
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 b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change For Material Change Only: _____ year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: Name _____ Address _____ _____ Prime _____ Subawardee 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): \$ _____ actual _____ planned _____</p>	<p>12. Form of Payment (check all that apply): a. cash _____ b. in-kind; specify: nature _____ value _____</p>	
<p>13. Type of Payment (check all that apply): _____ a. retainer _____ c. commission _____ e. deferred _____ 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>Authorized Representative: _____ Title: _____ Signature: _____ Telephone: _____ Date: _____</p>	

ATTACHMENT F, Loan No. CL410
ASSURANCES -- NON-CONSTRUCTION PROGRAMS
OMB Approval No. 0348-0040

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller, the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will 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.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93- 234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. Will comply with the requirements of Section 160(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under this award.

Signature of Authorized Certifying Official

Dickinson Independent School District
Applicant Organization

Superintendent
Title

Date Submitted

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 loan exceeds \$10,000.

- (a) The Borrower 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 Borrower shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Borrower pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Borrower 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 Borrower 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 Borrower or its contractor 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 Borrower 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 loan provided the date requirements of this loan have been met as of the date of the private use of such data. The Borrower 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 Borrower 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 Borrower 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 loan by the Borrower, 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 Borrower in the performance of this loan but which is incorporated in the material furnished under the loan, provided that such license shall be only to the extent the Borrower now has, or prior to completion or close-out of the loan, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(1) The Borrower agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this loan 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 loan 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 loan or modification is based.

Dickinson Independent School District
Organization Name

Carla Voelkel, Superintendent
Name and Title of Authorized Representative

Signature

Date

ATTACHMENT H

SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

Borrower, if subcontracting any of its performance hereunder, shall legally bind subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of Borrower under this Agreement. Borrower shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

Borrower 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 subcontractors under this Agreement. In no event shall any provision of this Attachment H, including, but not limited to, the requirement that Borrower obtain the prior approval of Lender on Borrower's proposed subcontracts, be construed as relieving Borrower 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 Borrower. Borrower shall, upon request, furnish Lender 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 Lender, Borrower shall provide any and all documentation deemed necessary by the Lender 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 Borrower, I hereby certify that Borrower and subcontractor will comply with the above requirements.

BORROWER: Dickinson Independent School District

By: _____

Printed Name: Carla Voelkel

Date: _____

ATTACHMENT I
CONSULTATION LIST
FOR THE STATE ENERGY PROGRAM

The work items and undertakings listed herein qualify for assistance from the State Energy Program (“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. 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 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 SEP program as part of the DOE’s Energy Efficiency and Renewable Energy Program (“EERE”). This Consultation List is for the exclusive use of CPA and the SEP program 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 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 that are 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.

**ATTACHMENT J
EXECUTION OF APPLICATION**

1. By signature hereon, Applicant represents and warrants that the provisions in this Execution of Application apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFA or any contract resulting from it.
2. By signature hereon, Applicant represents and warrants that it has read and understood and shall comply with Lender's Anti-Fraud Policy, located on Lender's website at <https://www.comptroller.texas.gov/about/policies/ethics.php> as such Policy currently reads and as it is amended throughout the term of any resulting contract.
3. By signature hereon, Applicant represents and warrants that each employee, including "replacement employees", will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFA.
4. By signature hereon, Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Lender under the RFA and any resulting contract, if any, and that Applicant's provision of the requested items under the RFA and any resulting contract, if any, would not reasonably create an appearance of impropriety.
5. By signature hereon, pursuant to Section 2155.003 of the Texas Government Code, Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Application.
6. By signature hereon, Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
7. By signature hereon, Applicant hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, *et seq.* and Tex. Bus. & Comm. Code Sec. 15.01, *et seq.*, neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, nor anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws or communicated directly or indirectly the Application made to any competitor or any other person engaged in such line of business.
8. By signature hereon, Applicant represents and warrants that all statements and information prepared and submitted in response to this RFA are current, complete, and accurate.
9. By signature hereon, Applicant represents and warrants that the individual signing this document and the documents made part of this RFA and Application is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this Application.
10. By signature hereon, Applicant represents and warrants that if a Texas address is shown as the address of Applicant, Applicant qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).
11. Check below if preference claimed under 34 Texas Administrative Code §20.38:
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran

- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value
- Commercial production company or advertising agency located in Texas

12. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Applicant certifies that the individual or business named in the Application is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006 of the Texas Family Code must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Application. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: _____ SSN: _____
 Name: _____ SSN: _____
 Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

13. By signature hereon, Applicant represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exists between Applicant and an employee of any Lender component, and Applicant has not been an employee of any Lender component within the immediate twelve (12) months prior to Applicant’s Application. By signature hereon, Applicant certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency. Enter the name of any current or former executive head of a Texas State Agency that is currently employed by Applicant below:

Name of Former Executive: _____
 Name of State Agency: _____
 Date of Separation from State Agency: _____
 Position with Applicant: _____
 Date of Employment with Applicant: _____

All such disclosures will be subject to administrative review and approval prior to Lender entering into any contract with Applicant. Applicant acknowledges that any contract resulting from this RFA may be terminated at any time, and payments withheld, if this information is false.

14. By signature hereon, pursuant to Section 2155.004(a) of the Texas Government Code, Applicant represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFA has received compensation for participation in the preparation of specifications for this RFA.

Further, under Section 2155.005(b) of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application or any contract resulting from this RFA is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

15. By signature hereon, Applicant represents and warrants that all articles and services quoted in response to this RFA meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.
16. By signature hereon, Applicant represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
17. By signature hereon, Applicant represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA). Applicant further represents and warrants that it will comply with all applicable Texas Accessibility requirements.
18. By signature hereon, in accordance with Section 2155.4441 of the Texas Government Code, Applicant agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
19. By signature hereon, Applicant represents and warrants that Lender's payments to Applicant and Applicant's receipt of appropriated or other funds under any contract resulting from this RFA are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code.
20. By signature hereon, Applicant represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
21. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. By signature hereon, the Applicant represents and warrants, in accordance with Section 2155.006 of the Texas Government Code, that the individual or business entity named in its Application is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certifications inaccurate.
22. By signature hereon, Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Applicant or any of the individuals or entities included in Part 1 of this document within the five (5) calendar years immediately preceding the submission of Applicant's Application in response to the RFA that would or could impair Applicant's performance under any agreement resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to Lender's consideration of Applicant's Application. If Applicant is unable to make the preceding representation and warranty, then Applicant instead represents and warrants that it has included as a detailed attachment in its Application a complete disclosure of any such court or governmental agency actions, proceedings, or investigations, etc. that would or could impair Applicant's performance under any agreement resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to Lender's consideration of Applicant's Application. In addition, Applicant represents and warrants that it shall notify Lender in writing within five (5) business days of any

changes to the representations or warranties in this clause and understands that failure to so timely update Lender shall constitute breach of contract and may result in immediate termination of any agreement resulting from this RFA.

23. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms and conditions of this RFA.

Authorized signatory on behalf of Applicant must complete and sign the following:

Authorized Signature _____

Printed Name of Authorized Signatory Carla Voelkel

Title of Authorized Signatory Superintendent

Email Address cvoelkel@dickinsonisd.org

Company Name Dickinson Independent School District

Federal Employer Identification Number 74-6000683

Phone Number 281-229-6000

Physical Address 2218 FM 517 Road East, Dickinson, TX 77539

Mailing Address 2218 FM 517 Road East, Dickinson, TX 77539

**ATTACHMENT K
LENDER'S RFA**

Lender's Request for Applications (RFA) BE-G26-2023, issued on September 1, 2022, is incorporated by reference for all purposes into this Agreement as Attachment K.

**ATTACHMENT L
BORROWER'S APPLICATION**

The Application signed and dated by Borrower on October 27, 2022, is incorporated by this reference into the Agreement as Attachment L.

ATTACHMENT M

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 to the contrary, the DOE or the Prime 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 Lender/Prime Recipient is subject to the following provisions. Subrecipient shall cooperate with Lender/Prime Recipient relevant to such compliance. Subrecipient must include these special terms and conditions in any subcontracts.

B. Segregation of Costs. Prime 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 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 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, 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, 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 NAME: DICKINSON INDEPENDENT SCHOOL DISTRICT

Authorized by:

Name _____

Title _____

Date _____

ATTACHMENT N
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 41 U.S.C. 22.

5. Hatch Act. If applicable, you must comply with the provisions of the Hatch Act (5 U.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 17th 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 (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 NAME: DICKINSON INDEPENDENT SCHOOL DISTRICT

Authorized by:

Name _____

Title _____

Date _____

ATTACHMENT O-1
AMERICAN RECOVERY & REINVESTMENT ACT—BORROWER/SUBRECIPIENT AFFIDAVIT
This Affidavit must be signed and sworn (notarized)

I, **Carla Voelkel, Superintendent**, an authorized representative of: **Dickinson Independent School District**, an institution of higher education 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 the Texas Comptroller of Public Accounts, a 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 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: **DICKINSON INDEPENDENT SCHOOL DISTRICT**

Authorized by:

Name _____

Title _____

Date _____

Sworn and subscribed before me by the said _____ on this _____ day of _____, 20__.

Notary Public, State of Texas

Notary's printed name: _____

My commission expires: _____

(Seal)

ATTACHMENT O-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 through the Texas Comptroller of Public Accounts, 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: _____

Printed 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 P
ARRA REPORTING REQUIREMENTS

Subrecipient shall submit to the Lender the following reports:

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

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 Loan 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 Loan Agreement and designated an authorized representative for the Subrecipient;
 - i. the loan/award number assigned to the Subrecipient by the Lender;
 - j. the date the Loan Agreement was signed (mm/dd/yyyy); and
 - k. the performance period established in the Loan 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 Loan 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 Loan Agreement:
 - a. the name of the key personnel and official title, if any;
 - b. primary role served for the Subrecipient with respect to the Loan;
 - 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 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 Loan 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 Loan 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. Report format will be coordinated with SECO.

III. FINAL REPORT.

- 1. No later than 30 days prior to the grant ending date, the Subrecipient shall submit an electronic Final Report.
- 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.

Borrower: Dickinson Independent School District

Authorized by:

Name _____

Title _____

Date _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: January 10, 2023

Item Title: Approval of Galveston County Contract for Election Services

Agenda Item: Robert Cobb

Background Information:

Board approval is requested for the attached Contract for Election Services for the May 6, 2023 School Board Election for Single Member Trustee District #1 (incumbent-Mike Mackey), and Single Member Trustee District #2 (Incumbent – Veanna Veasey).

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Contract for Election Services for the May 6, 2023 School Board Election. The Galveston County Election Office and their election judges and election clerks will conduct the election.

Action Item: Yes No

Motion made by _____ **second by** _____ **vote** _____

Contract for Election Services
Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 10th day of January, 2023 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Carla Voelkel on behalf of Dickinson ISD ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: Single Member Board Districts #1 and #2

May 6, 2023
Election Date

June 17, 2023
Runoff Election Date

Early Voting will be held on **April 24 - 28, 2023** from 8 a.m. to 5 p.m. **May 1-2, 2023** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

- 1. Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.
 - 1.1. Program, or arrange to have programmed, the ballot.
 - 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.
 - 1.3. Provide all election services, as required by law, for all portions of Galveston County.
 - 1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
 - 1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]
 - 1.6. Provide Ballot by Mail services for the Entity.

- 1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.
- 1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.
- 1.9. Provide the Entity **and where possible the candidates running for office*, a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]
***The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.**
- 1.11 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before January 31, 2023**. Contracts submitted after this date will require a \$500 fee, which **will be non-refundable regardless of whether the Entity cancels its election.**

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after **February 21, 2023**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **February 21, 2023**. Regardless of who selects the polling locations the Entity shall

comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 24, 2023**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***
- 2.7. Return to Galveston County, by **March 16, 2023 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 21, 2023**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.9. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.
- 2.10. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

- 2.11. Entity to pay a **\$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
- 3. Cancellation of Contract:** Except for contracts consummated after **January 31, 2023**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **February 22, 2023**. The Entity will be obligated to pay Galveston County a **\$500** fee if cancelled after this grace period.
- 4. Special Provision: Bilingual Poll Worker Requirements.** Galveston County is permanently committed to:
- a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
- 5. Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$100 per kit
 - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Duo, \$506 per Verity Controller, \$577 per Verity Duo with access, \$610 per Verity Scanner and \$150 per Verity Duo Go.
 - d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$200 delivery per location
 - e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost determined by the number of contests on the ballot: \$1500 for up to 5, \$2530 for up to 10, \$3,300 for up to 20, \$4,180 for up to 40 and \$5280 for up to 75, and \$6720 for up to 100 contests.
 - f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting and Election Day Voting training.
Cost: \$75 per person per class
- i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost: \$100 per poll pad
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election. Hire and coordinate all Law Enforcement Officer's to handle all aspects of the election.
Cost: Total amount reimbursable by the Entity.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **\$.50** per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is \$4.00 per ballot (\$4.50, if a multi-page ballot).***
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Name

Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

Carla Voelkel

PO Drawer Z

Phone:(281) 229-6022

Dickinson, TX 77539

Email: cvoelkel@dickinsonisd.org

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20__.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: _____
(Please Print)

(Signature)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Mayor |
| <input checked="" type="checkbox"/> Superintendent | <input type="checkbox"/> President |
| <input type="checkbox"/> City Secretary | <input type="checkbox"/> Other |
| <input type="checkbox"/> Chair County Executive Committee | |

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: January 10, 2023

Item Title: Approval of Agenda Items A-B

Agenda Item: Carla Voelkel

Background Information:

Agenda Items:

- A. Quarterly Investment Report
- B. Consent Agenda Items

Recommendation:

The Superintendent recommends approval of Agenda Items A-B.

Action Item: √ Yes No

Motion made by _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: January 10, 2023
Item Title: Quarterly Investment Report
Agenda Item: Ryan Boone / Kelly Logsdon

Background Information:

Attached is the quarterly investment report for September 1, 2022 through November 30, 2022 and comparison data for prior years.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations and the Executive Director of Business Operations recommend approval of the quarterly investment report for September 1, 2022 through November 30, 2022.

Action Item: Yes No

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: January 10, 2023

Item Title: Consent Agenda Items

Agenda Item: Carla Voelkel, Superintendent

Background Information:

The following items have been approved by review of the Board:

- Budget Amendments/Adjustments for December 8, 15, 2022 and January 5, 2023
- Donation to DHS FFA-Ernie Deats, Aaron Whitener
- Donation to DHS Swim-Crescent Engineering Company
- November 10, 2022 Minutes
- December 5, 2022 Minutes
- Donation to JSES-Delaine Mast
- Donation to MJHS-Aimee Gil
- Donation to DHS FFA-McRee Ford

Recommendation:

The Superintendent recommends the Board's ratification of the above consent items.

Action Item: Yes No