

**The Lockhart Independent School District
Board of Trustees
M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street,
Lockhart, TX 78644
Regular Meeting, July 27, 2020 – 6:30 PM**

Notice is hereby given that on July 27, 2020, the Board of Trustees of the Lockhart Independent School District will hold a Regular meeting at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644. 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.

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. PUBLIC HEARING
 - A. Public Hearing for Optional Flexible School Day Program (OFSDP) for Pride High School for the 2020-2021 School Year
5. Recognition
6. Public Comments
7. CLOSED SESSION:
 - A. Pursuant to Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074, (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices)
 - B. Superintendent's Performance Review
8. Business: Consent Agenda
 - A. Approval of Minutes:
 1. June 15, 2020
 2. June 22, 2020
 - B. Approve Renewal of 2020-2021 TASB Worker's Compensation and Property Casualty Insurance
 - C. Approve Request for Advanced Class Waivers for Extracurricular Participation
 - D. Approve Renewal of Tutoring Contracts for School Year 2020-21
 - E. Approve List of Vendor Purchases in Excess of \$50,000 for the 2020-2021 School Year
 - F. Approve Budget Amendments
 - G. Approve Administrators for the List of Certified T-TESS Appraisers for the 2020-2021 School Year
 - H. Approve T-TESS Appraisal Calendar
 - I. Review Quarterly Investments Report
 - J. Review Tax Collection Report
 - K. Review Contract for Election Services Between Caldwell County and Lockhart ISD for November 3, 2020 General Election
 - L. Review Order Calling General Election to be held November 3, 2020 for District #1, #2, #3 and #4 Positions
 - M. Approve Rejection of Bid for Plumbing for Portable CSP 20-2015
9. COMMUNICATION
 - A. Reopening Schools Update
10. COMMUNICATION/ACTION

- A. Consider and/or Approve Optional Flexible School Day Program (OFSDP) for Pride High School for the 2020-2021 School Year
 - B. Consider and/or Approve Lockhart ISD 2020-2021 Student Code of Conduct
 - C. Consider and/or Approved Revised 2020-2021 Academic Calendar
 - D. Consider and/or Approve 2020 Nomination for Position on the Texas Association of School Boards, Region 13, Position B
 - E. Consider and/or Approve Annual State Certification for Gifted & Talented Program
 - F. Consider and/or Approve Course Credit Assignment for All Classes
 - G. Consider and/or Approve Order Authorizing the Issuance of Lockhart Independent School District Unlimited Tax Refunding Bonds
 - H. Consider and/or Approve Change in After School Program Tuition Rate for 2020-2021
11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*
12. BENEDICTION
13. ADJOURNMENT

*BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST: Items of community interest are limited to: 1) expressions of thanks, congratulations or condolence; 2) information regarding holiday schedules; 3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; 4) a reminder about an upcoming event organized or sponsored by the governing body; 5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official employee of the school district.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LLEGAL)]

Texas Government Code Section:

- 551.071 Consultation with Attorney; Closed Meeting
- 551.072 Deliberation Regarding Real Property; Closed Meeting
- 551.073 Deliberation Regarding Prospective Gift; Closed Meeting
- 551.074 Personnel Matters; Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee; Closed Meeting
- 551.075 Conference Relating to Investments and Potential Investments Attended by Board of Trustees of Texas Growth Fund; Closed Meeting
- 551.076 Deliberation Regarding Security Devices; Closed Meeting
- 551.082 School Children; School District Employees; Disciplinary Matter or Complaint
- 551.083 Certain School Boards; Closed Meeting Regarding Consultation with Representative of Employee Group
- 551.084 Investigation; Exclusion of Witness from Hearing

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or,
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

On this day of Thursday, July 23, 2020, this Notice was mailed or faxed to news media who had previously requested such Notice and an original copy was posted on the display window in the School District Administration Building on said date.



Superintendent

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Minutes of Special Meeting

The Board of Trustees Lockhart Independent School District

A Special meeting of the Board of Trustees of Lockhart Independent School District was held Monday, June 15, 2020, beginning at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644. **HOWEVER, THIS MEETING WILL BE CONDUCTED BY VIDEO AND AUDIO CONFERENCE IN ACCORDANCE WITH THE GOVERNANCE AUTHORIZATION CONCERNING SUSPENSION OF CERTAIN OPEN MEETING LAW REQUIREMENTS FOR THE COVID-19 (CORONAVIRUS) DISASTER.** A quorum of members of the Board will participate in the meeting and will be audible to the public.

1. Call to Order was at 6:30 p.m. by Board President Steve Johnson. Other members present were Michael Wright, Warren Burnett, Becky Lockhart and Tom Guyton. Carl Cisneros was absent.

2. Public Comment
None

3. COMMUNICATION/ACTION:

A. Consider and/or Approve the Missed School Days Waiver

Trustee Guyton made the motion that the Board approve the Missed School Days waiver as presented by the Lockhart ISD administration. Trustee Lockhart seconded the motion. Motion carried, 4-0. (Trustee Wright had technical difficulties and missed the vote).

4. ADJOURNMENT was at 6:36 p.m.

Steve Johnson, Board President

Tom Guyton, Board Secretary

Minutes of Regular Meeting

The Board of Trustees Lockhart Independent School District

A Regular meeting of the Board of Trustees of Lockhart Independent School District was held Monday, June 22, 2020, beginning at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644.

1. Call to Order was at 6:31 p.m. by Board President Steve Johnson. Other members present were Carl Cisneros, Becky Lockhart, Tom Guyton, Michael Wright and Warren Burnett.
2. Pledge of Allegiance
3. Invocation was given by Trustee Guyton
4. PUBLIC MEETING
 - A. Public Meeting for 2020-2021 Budget and Proposed Tax Rate
None.
 5. Recognitions
None.
 6. Public Comment
None.
7. CLOSED SESSION:
 - A. Pursuant to Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074, (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) specifically to discuss:
 1. Superintendent's Performance Review

The Board of Trustees on Monday, June 22, 2020 convened at 6:34 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); and Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices). The Board ended its closed session at 7:31 PM on Monday, June 22, 2020. No votes, decisions, or actions were taken while in closed session.

- 8. Business: Consent Agenda
 - A. Approve Minutes
 - 1. May 18, 2020
 - 2. June 1, 2020
 - 3. June 15, 2020
 - B. Approve Resolution Classifying Funds as Committed for 2019-2020 Financial Statements
 - C. Approve Final Amended Budget for 2019-2020
 - D. Approve 2020-2021 ESC-13 Commitment Forms
 - E. Approve 2020-2021 Board of Trustees Regular Meeting Schedule
 - F. Approve Amended Master Stipend List
 - G. Approve Agreement Between Lockhart ISD and Communities In Schools of Central Texas, 2020-2021
 - H. Approve LJHS Scholarship
 - I. Approve Purchases from Skyward in Excess of \$50,000
 - J. Approve Annual Financial Report Due Date Extension Waiver
 - K. Review Cash Investments Report
 - L. Review Tax Collection Report
 - M. Review Request for Advanced Class Waivers for Extracurricular Participation

Trustee Wright made the motion that the Board approve the consent agenda as presented. Trustee Burnett seconded the motion. The motion carried, 6-0.

9. COMMUNICATION

A. Update on LISD Instructional Continuity Plan

This presentation was given by Dr. Stephaine Camarillo, Assistant Superintendent for Curriculum and Instruction. No action was taken.

B. Teacher Feedback Update

Dr. Stephaine Camarillo, Assistant Superintendent for Curriculum and Instruction provided an update on the most recent teacher forms conducted by the C & I department. No action was taken.

C. Review List of Vendor Purchases in Excess of \$50,000 for the 2020-2021 School Year

Tina Knudsen, Chief Financial Officer, provided information on the list of vendor purchase in excess of \$50,000 for the 2020-2021 school year. No action was taken.

D. District Improvement Plan and Campus Improvement Plans Final Update for the 2019-2020 School Year

Kim Brents, Deputy Superintendent, provided the final update on the DIP and CIP for the 2019-2020 School Year. No action was taken.

E. Renewal of Tutoring Contracts for School Year 2020-21

Dr. Stephaine Camarillo, Assistant Superintendent for Curriculum and Instruction provided an update on tutoring contracts for the upcoming school year. No action was taken.

10. COMMUNICATION/ACTION

A. Consider and/or Approve Delegate and Alternate for Texas Association of School Boards (TASB) 2020 Convention Delegate Assembly

Trustee Guyton made the motion that the Board designate Michael Wright as this year's Delegate and Steve Johnson as the Alternate Delegate to attend the annual TASA/TASB Delegate Assembly at this year's TASA/TASB Convention in October. Trustee Cisneros seconded the motion. The motion carried, 6-0.

B. Consider and/or Approve 2020-2021 Budgets for Maintenance and Operation Fund, Debt Service Fund, School Nutrition Fund and Maintenance Tax Note Debt Service Fund

Trustee Guyton made the motion that the Board approve the 2020-2021 Budgets totaling \$67,066,707 for the Maintenance and Operation Fund, Debt Service Fund, School Nutrition Fund, and Maintenance Tax Note Debt Service Funds be approved as presented. Trustee Wright seconded the motion. The motion carried, 6-0.

C. Consider and/or Approve Special Education Contracted Services RFQ 20-008

Trustee Guyton made the motion that the Board approve the selected vendors for RFQ 20-008 Special Education Contracted Services as presented. Trustee Cisneros seconded the motion. The motion carried, 6-0.

D. Consider and/or Approve Student Insurance RFP 20-005

Trustee Lockhart made the motion that the board approve Student Insurance Plan's proposal of \$13,417 for RFP 20-005 Student Insurance. Trustee Cisneros seconded the motion. The motion carried, 6-0.

E. Consider and/or Approve the Security Film purchase from the Safety and Security Grant

Trustee Burnett made the motion to approve Sunset Glass Tinting's proposal for RFP 20-006 for Security and Safety Film for Glass in the amount of \$93,088.50 and approve \$5,906.50 as a contingency for unexpected installation costs. Trustee Guyton seconded the motion. The motion carried, 6-0.

F. Consider and/or Approve ELAR Adoption

Trustee Burnett made the motion that the Board of Trustees approves the ELAR Adoption. Trustee Cisneros seconded the motion. The motion carried, 6-0.

G. Consider and/or Approve Lion Launch Scholarship

Trustee Cisneros made the motion that the Board of Trustees approve the creation of the Lion Launch Scholarship. Trustee Guyton seconded the motion. The motion carried, 6-0.

H. Consider and/or Approve the Submission of the Waiver to Delay Parent Notification Requirements for Students at Risk of Failure

Trustee Guyton made the motion that the Board approve the the Submission of the Waiver Delay Parent Notification Requirements for Students at Risk of Failure. Trustee Lockhart seconded the motion. The motion carried, 6-0.

I. Consider and/or Approve the Submission of the Waiver for the TXVSN Course Review and/or Teacher Professional Development Requirements

Trustee Cisneros made the motion that the Board approve the Submission of the Waiver for the TXVSN Course Review and/or Teacher Professional Development Requirements. Trustee Lockhart seconded the motion. The motion carried, 6-0.

11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*

12. BENEDICTION was given by Trustee Burnett

13. ADJOURNMENT was at 8:52 p.m. by Board President Steve Johnson.

Steve Johnson, Board President

Tom Guyton, Board Secretary

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



Lockhart ISD

Contribution & Coverage Summary (CCS)

Participation Period: September 1, 2020 through August 31, 2021

PROPERTY	Per Occurrence Limit	Deductible	Contribution
Risk of Direct Physical Loss to Buildings, Personal Property, and Other Structures			
All Perils Except Wind, Hurricane, and Hail	Blanket Replacement Cost \$140,191,033	\$5,000	\$175,624
Wind, Hurricane, and Hail		\$100,000	Included
Flood	\$2,000,000	\$100,000	Included
Earthquake	\$2,000,000	\$100,000	Included
Crime	\$100,000	\$5,000	Included
Additional Sublimits and/or Deductibles			
Sublimit for Wind, Hurricane, and Hail Loss to single ply membrane roofs and accompanying roof systems; all other deductibles apply	\$1,000,000	\$100,000	Included
Equipment Breakdown			
Equipment Breakdown	\$100,000,000	\$5,000	Included
SCHOOL LIABILITY	Per Claim/Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$2,500	\$17,061
General Liability	\$1,000,000	\$0	Included
Employee Benefits Liability	\$100,000	\$0	Included
PRIVACY & INFORMATION SECURITY		Deductible	Contribution
\$250,000 Limit		\$0	\$2,500

AUTOMOBILE	Limit	Deductible	Contribution
Automobile Liability \$100,000 per Person Bodily Injury Limits/\$300,000 per Occurrence Bodily Injury Limits/\$100,000 per Occurrence Property Damage Limits	\$100/\$300/\$100	\$1,000	\$15,769
Automobile Physical Damage			\$11,675
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included
Catastrophic Automobile Physical Damage	Actual Cash Value	\$50,000	Included

WORKERS' COMPENSATION AGGREGATE DEDUCTIBLE

Estimated Payroll and Contribution - Subject to Audit

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - Bus Drivers	\$18,257	0.007467	\$136
7720 - Police Officers	\$0	0.009304	\$0
8810 - Clerical	\$2,530,995	0.000490	\$1,240
8868 - Professional	\$34,790,046	0.001322	\$45,992
9101 - All Other	\$1,828,529	0.009793	\$17,907
Totals	\$39,167,827		\$65,275

	A.	Estimated Contribution	\$65,275
Claims Liability Calculation	B.	Aggregate Deductible Rate	0.005770003
	C.	Estimated Payroll per above	\$39,167,827
	D.	Estimated Claims Liability (B x C)	\$225,998
	E.	Estimated Maximum Program Cost (A+D) for the Participation Period	\$291,273

Ancillary Coverage	Per Occurrence Limit	Deductible	Contribution
Violent Acts	\$250,000	\$0	\$0

TOTAL CONTRIBUTION	\$287,904
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This is not an Invoice.

Conditions

Property

Named Windstorm: All Loss and damage directly caused by, resulting from, or arising out of Hurricane, Typhoon, Tropical Cyclone, Tropical Storm, or Tropical Depression that is designated by name or number by the National Weather Bureau or National Hurricane Center, including Loss caused by flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term "Tier 1" shall mean the Texas Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio and Willacy.

The term "Tier 2" shall mean the Texas Counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria and Wharton.

The term "Harris County" shall mean the Texas County of Harris.

Location: A single street address where Covered Property is sited.

Flood Zone Exclusions: As to the Flood endorsement, Fund Member properties are excluded from coverage if they are located in certain Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map. Fund Member property in the following SFHAs are excluded: Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, and Zones V1-V30. Fund Members with such properties should seek coverage under the National Flood Insurance Program (NFIP) or other Flood Program.

Other Limits: If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

Single Ply Membrane: 'Single Ply Membrane' is synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.

Liability

Prior Acts: Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Member, have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

Automobile

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement

Workers' Compensation - Aggregate Deductible

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claim Reporting: For Workers' Compensation claims arising during the CCS participation period, the Fund Member agrees that it will report those claims solely to the Fund. The report of Workers' Compensation claims to any other entity, regardless of reporting sequence, will waive all Fund liability under this agreement for those claims.

General

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund's Coverage Agreement for this participation period.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund coverage agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the applicable program for each contribution. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Program Coordinators

Coordinator:

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current program coordinators as we have listed.

Property - Tina Knudsen

Liability - Tina Knudsen

Automobile - Tina Knudsen

Workers' Compensation - Tina Knudsen

If a Coordinator's name and contact information is not provided above, the current designated Coordinator and contact information will need to be completed below:

Program	Name	Title	Address	Phone	Email
Property					
Liability					
Automobile					
Workers' Compensation					

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized signature

Date

Printed name

Title



Endorsement

Member: Lockhart ISD
Member ID: 028902

Contract No: RP028902-2020-1
Coverage Period: 09/01/2020 to 08/31/2021

Endorsement No.: 1
Effective Date: 09/01/2020
Line of Coverage: Property Coverage

As requested by the Member, the indicated Contribution and Coverage Summary for the above referenced term is amended as follows:

This Endorsement provides additional limits for the difference between the Member's wind/hail deductible of \$100,000 as shown on the CCS and \$50,000 per occurrence for covered wind or hail losses.

The maximum limit available under this endorsement is \$50,000.

Additional Contribution: \$6,950

This endorsement amends the CCS for Property Coverage for the Coverage Period shown above.

To accept and bind this Endorsement, this endorsement form must be signed, dated and returned to the TASB Risk Management Fund (tasbrmf@tasbrmf.org) not later than 10 days prior to the Effective Date shown above.

Authorized Signature

Date

Issued: 06/18/2020

Authorized By:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

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ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

2020-2021 List of Vendor Purchases over \$50,000

Vendor:	Est. amount	Description of goods/services
BLUEBONNET TRAILS COMMUNITY MHMR CENTER	\$ 66,000	Contracted mental health services
ESC, REGION 13	\$ 192,500	Professional development and services
FOLLETT SCHOOL SOLUTIONS, INC.	\$ 54,000	Library books and online services
IMAGINATION STATION, INC.	\$ 66,000	Software for students
RENAISSANCE LEARNING	\$ 60,000	Software for students
SKYWARD INC.	\$ 97,000	Software & web hosting services for student & financial data mgmt
STRICTLY TECHNOLOGY	\$ 75,000	Technology devices, parts & support
TEXAS FLEET FUEL	\$ 400,000	Fuel for buses and other district vehicles
VERIZON WIRELESS	\$ 55,000	District cell phones
WALMART COMMUNITY BRC	\$ 120,000	Supplies
WALSH GALLEGOS TREVINO	\$ 60,000	Legal services
WELLS FARGO BANK NORTHWEST, N.A. (INSIGHT INVESTMENTS)	\$ 60,000	Lease of computers and technology
WESTERN-BRW PAPER CO, INC	\$ 85,000	Copy paper
Total	\$ 1,390,500	

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart ISD
Final Amended Budget
July 27, 2020

									20-21	DR (CR)	New
											20-21
	FND	FN	OBJ	SO	ORG	YR-PIC	Code Description	Appropriation	Amendment	Appropriation	
1. To appropriate funds for deductible on theft claim on 7/2/20 and receipt of insurance proceeds:											
	199	51	6429	00	999	099000	Insurance cost	-	(5,000)	(5,000)	
	199	00	5745	00	000	000000	Insurance proceeds	-	1,706	1,706	
	199	51	6397	00	936	099000	Supplies	-	(1,706)	(1,706)	
	199	00	3600	00	000	000000	Budgeted fund balance	(2,202)	5,000	2,798	
								(2,202)	-	(2,202)	
2. To reduce the 20-21 budget for a duplicately budgeted capital outlay project:											
	199	81	6619	27	1010	099000	Capital outlay	(52,416)	52,416	-	
	199	00	3600	00	000	000000	Budgeted fund balance	2,798	(52,416)	(49,618)	
								(49,618)	-	(49,618)	
3. To correct the function for software in the Technology budget:											
	196	51	6249	71	999	099000	Contracted services	(7,200)	(7,200)	(14,400)	
	196	11	6249	03	999	099000	Contracted services	(342,838)	7,200	(335,638)	
								(350,038)	-	(350,038)	
4. To amend the budget to add fence to LHS gravel student parking lot:											
	199	51	6249	00	001	000099	Fence	-	(4,700)	(4,700)	
	199	00	3600	00	000	000000	Budgeted fund balance	(49,618)	4,700	(44,918)	
								(49,618)	-	(49,618)	
5 To update the budget for plumbing and to add fire alarms to the portable buildings:											
	199	81	6629	60	045	099000	Portable building	(189,145)	(75,000)	(264,145)	
	199	00	3600	00	000	000000	Budgeted fund balance	(44,918)	75,000	30,082	
								(234,063)	-	(234,063)	
							Submitted by:				
							Tina Knudsen, CPA				
							Chief Financial Officer				

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

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AGENDA TITLE:

BACKGROUND INFORMATION:

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RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart ISD
2020-2021 T-TESS Appraisal Calendar

*For more detailed information see link: <https://teachfortexas.org/Views/Appraiser>

Appraisal Period	
August 24, 2020 - May 28, 2021	
T-TESS Orientation	Deadline
Campus Annual Orientation for All Teachers	Friday, September 4, 2020
District Training for New to the Profession Staff	Tuesday, September 1, 2020
Orientation for Late Hires	Within the first 6 weeks of starting school
Goal Setting and Professional Development Plan	Deadline
Conference (required for new to the profession teachers and new to the district teaching staff)	(no later than) Friday, October 16, 2020
Plan(within 6 weeks of orientation)	(no later than) Friday, October 16, 2020
Observation Period	
First Day to Observe	Tuesday, September 8, 2020
Last Day to Observe (15 days from last day of instruction)	Friday, May 6, 2021
Dates Excluded from Formal Observations <i>First three weeks of school</i> <i>Last 15 days of instruction</i>	August 24, 2020 – September 11, 2020
	May 6, 2021 – May 27, 2021
End-of-Year Conference Period	Deadline
End-of-Year Conference Period Begins	Monday, January 29, 2021
End-of-Year Conference Period Ends	Friday, May 6, 2021
Summative Annual Appraisal Reports Completed	Friday, May 21, 2021
Last Day to Amend Summative Report	Friday, May 28, 2021

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

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RECOMMENDATION:

RECOMMENDED MOTION:

LOCKHART INDEPENDENT SCHOOL DISTRICT
REPORT OF INVESTMENT ACTIVITY
For the period ending June 30, 2020

Introduction

House Bill 2459, which was passed during the 1995 legislative session, amended a section of the Education Code dealing with investments. Code Section 2256.023 as amended, requires that the Investment Officer of the District prepare a report of investment activity and position. Monthly financial reports and invested fund statements are included in Board agendas and become a part of the permanent record. However, it is prudent to provide more detailed information on a regular basis. This report covers the quarter April 1, 2020 through June 30, 2020.

Cash

The District's funds are required to be deposited and invested under the terms of a depository contract pursuant to the School Depository Act. First Lockhart National Bank (FLNB) deposits for safekeeping and trust with the Federal Reserve System, pledged securities in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of securities is waived only to the extent of Federal Deposit Insurance Corporation (FDIC) insurance.

The District's cash balances were properly collateralized and insured at all times during the period. The highest combined balances of bank deposits at FLNB for the quarter ended June 30, 2020, occurred during the month of April 2020, in the amount of \$5,407,402.54. FDIC insurance for government accounts is \$250,000 for the combined amount of all time deposits, and an additional \$250,000 for the combined amount of all interest-bearing demand deposits. The total par value of U.S. Treasury notes pledged as collateral in April was \$7,916,134. FLNB provides a minimum interest rate of 1.0% on an annual basis, per the bank depository contract. Interest is credited on investments as earned on a monthly basis and is recorded on the District's books as earned. Interest accrues on investments with maturities longer than one month. As of June 30, 2020, the District General Fund has earned interest from all investments in the amount of \$296,724.

Investments

Temporary investments balances are held by Texas Local Government Investment Pools (TexPool, Lone Star, and Texas Term/TexasDaily).

TexPool Prime is a public funds investment pool created by the Texas Treasury Safekeeping Trust Company (the Trust Company) to provide a safe, efficient, and liquid investment alternative for the placement of local government funds in authorized, short-term, fully-collateralized investment. TexPool Prime invests in U.S. Government securities, repurchase agreements collateralized by U. S. Government securities and AAA-rated no-load money market mutual funds, commercial paper and certificate of deposits. TexPool Prime is rated

Quarterly Investment Report
For Quarter Ended: June 30, 2020

<u>Texpool</u>	<u>Balance on 06/30/2020</u>	<u>Balance on 3/31/2020</u>	<u>Net Change</u>
Interest & Sinking Fund	\$ 991,169	\$ 989,344	\$ 1,825
General/Operating Fund	\$ 10,563,058	\$ 12,193,748	\$ (1,630,690)
School Nutrition	\$ 711,629	\$ 683,553	\$ 28,077
C.D. Marshall JHS Scholarship	\$ 34,149	\$ 34,086	\$ 63
Burditt Scholarship Fund	\$ 9,786	\$ 9,768	\$ 18
GF Hudnall Scholarship	\$ 15,541	\$ 15,513	\$ 29
J.M. Moore Scholarship	\$ 24,907	\$ 24,861	\$ 46
Latricia White Scholarship	\$ 14,068	\$ 14,042	\$ 26
Mary B. C. Sanders Scholarship	\$ 5,993	\$ 5,982	\$ 11
Hazelett Scholarship	\$ 654	\$ 653	\$ 1
Canning Engineering Scholarship	\$ 24,529	\$ 24,484	\$ 45
Mohle Scholarship Fund	\$ 509	\$ 509	\$ 1
Total Funds	\$ 12,395,994	\$ 13,996,543	\$ (1,600,549)
Interest Rate	0.47%	1.63%	

<u>Texas Term/Texas Daily</u>	<u>Balance on 06/30/2020</u>	<u>Balance on 03/31/2020</u>	<u>Net Change</u>
Texas Term CD Program Top Ten	\$ 176,197	\$ 189,653	\$ (13,456)
Texas Daily/Texas Term General Funds	\$ 11,505,880	\$ 12,501,715	\$ (995,835)
Texas Daily School Nutrition Funds	\$ 206,624	\$ 206,374	\$ 250
Texas Daily/Texas Term Debt Svce	\$ 3,626,509	\$ 5,105,264	\$ (1,478,755)
Total Funds	\$ 15,515,210	\$ 18,003,005	\$ (2,487,795)
Interest Rate	0.24%	1.6-2.1%	

<u>First Lockhart National Bank</u>	<u>Balance on 06/30/2020</u>	<u>Balance on 03/31/2020</u>	<u>Net Change</u>
Interest & Sinking Fund	\$ 451,280	\$ 199,161	\$ 252,120
General/Operating Fund	\$ 548,263	\$ 1,552,969	\$ (1,004,706)
Redemption Account	\$ 2,139	\$ 2,133	\$ 5
Payroll	\$ 753,005	\$ 739,370	\$ 13,635
Bus Interest & Sinking Fund	\$ -	\$ 3,316	\$ (3,316)
School Nutrition	\$ 245,594	\$ 232,966	\$ 12,628
Fiduciary Funds	\$ 6,793	\$ 4,349	\$ 2,444
Top Ten Scholarship Funds	\$ 12,246	\$ 2,230	\$ 10,016
Roland Endowment Funds	\$ 20,258	\$ 20,208	\$ 50
Bond Proceeds	\$ -	\$ 49	\$ (49)
Maintenance Proceeds	\$ 164,487	\$ 2,704	\$ 161,783
Total Funds	\$ 2,204,065	\$ 2,759,454	\$ (555,389)
Interest Rate	1.00%	1.00%	

	First Lockhart National Bank	Texpool Prime	Texas Daily	Texas Term
<u>April-20</u>				
Average Monthly Return	1.00%	0.94%	0.83%	0.33%
Weighted Average Maturity	N/A	50	46	106
Annualized Expense Ratio	N/A	0.05%	0.10%	0.20%
Standard & Poor's Rating	N/A	AAAm	AAAm	AAAf
<u>May-20</u>				
Average Monthly Return	1.00%	0.75%	0.41%	0.16%
Weighted Average Maturity	N/A	50	53	89
Annualized Expense Ratio	N/A	0.05%	0.11%	0.20%
Standard & Poor's Rating	N/A	AAAm	AAAm	AAAf
<u>June-20</u>				
Average Monthly Return	1.00%	0.52%	0.24%	0.16%
Weighted Average Maturity	N/A	51	55	67
Annualized Expense Ratio	N/A	0.05%	11.00%	20.00%
Standard & Poor's Rating	N/A	AAAm	AAAm	AAAf

N/A = not applicable

n/av = not available at the time of report

Glossary:

AAAm= Extremely strong capacity to meet its financial commitments. Safety is excellent and has a superior capacity to maintain principal value and limit exposure to loss.

AAAf/S1+ = The fund's portfolio holdings provide extremely strong protection against losses from credit. The S1+ rating indicates that bond funds possess low sensitivity to changing market conditions. The level of risk is less than or equal to a portfolio of government securities maturing within 1-3 years.

AAAV-1+ = Funds with this rating are considered to have the lowest market risk (stable value). The rating is assigned to only money market funds or local government investment pools that should not experience loss of principal value to shareholders or participants even in severely adverse interest rate environments. (Rating by Fitch IBCA, a nationally recognized rating agency.)

Accrued Interest
As of June 30, 2020

	<u>As of</u> <u>6/30/2020</u>
Texas Term Program Debt Service	\$ -
Texas Term Program General Fund	\$ 54,382
Texas Term CD Program Top Ten	\$ 134
Total Accrued Interest	<u>\$ 54,516</u>
 Interest Rate	 0.65-1.7%

LOCKHART INDEPENDENT SCHOOL DISTRICT
REPORT OF INVESTMENT ACTIVITY
For the period ending June 30, 2020

2014 Bond Proceeds - Bond funds are invested only as authorized by Board Policy CDA (legal) and CDA (local), with the objective of timing maturity with the District's bond draw schedule. While interest earned monthly is recorded on the District's books as earned interest, interest accrues on investments with maturity dates longer than one month. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased.

Student Activity / Agency Funds - All legal authorized investments should closely match projected cash needs during the year. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased.

Conclusion

Interest is credited on investments as earned on a monthly basis and is recorded on the District's books as earned. Therefore, the District's investment earnings will always reflect compounded interest earned in relation to capital invested, term of investment, and market conditions. The investment pools are in relatively short-term securities; consequently the risk to the District is minimal.

Compliance

We, the approved Investment Officers of Lockhart ISD, hereby certify that the above Investment Report represents the investment position of the district in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and Generally Accepted Accounting Principles (GAAP).

Respectfully submitted,



Tina Knudsen, Chief Financial Officer



Michelle Wylie, Director of Finance

LOCKHART INDEPENDENT SCHOOL DISTRICT
REPORT OF INVESTMENT ACTIVITY
For the period ending June 30, 2020

AAAm by Standard & Poor's, the highest rating a local government pool can achieve. The weighted average maturities may be authorized longer than one year provided legal limits are not exceeded.

The State, with the authority of the Texas Legislature, created the Texas Treasury Safekeeping Trust Company (the Trust Company). This is a special purpose trust company with direct access to the service of the Federal Reserve Bank to manage, disburse, transfer, safe-keep and invest public funds and securities more efficiently and economically. The Comptroller of Public Accounts is the sole officer, director and shareholder of the Trust Company. Federated Investors manage the daily operations of the pool under a contract with the State Comptroller. Federated Investors is the administrator for the TexPool program providing Participant Services and Marketing functions to TexPool participants. Federated Investors is also the investment manager and provides for accounting, custodial, and transfer agency services to TexPool. Interest is accrued daily and paid monthly.

Texas Daily/Term is a portfolio established by the Texas Term advisory board pursuant to the provisions of the Texas Term common investment contract. Texas Daily offers governmental entities such as Texas schools a convenient method of pooling funds for temporary investment. It operates as a money market fund and seeks to maintain a constant net asset value of \$1.00 per share, while offering liquidity and as high a level of current income as is consistent with the preservation of principal. The net income of Texas Daily is calculated daily and each month is reinvested in additional shares of the Daily Portfolio.

Investment Strategy by Fund

The strategy of the Maintenance and Operations Fund, Capital Projects, Payroll, and School Nutrition Fund is to closely match projected cash needs during the year through legal, authorized investments. Only investments authorized by Board Policy CDA (Legal) and CDA (Local) will be purchased. Investments should be purchased with the intent of holding until maturity. Liquidity and safety are predominant considerations with continued emphasis on yield, but not to the impairment of the other two objectives.

Debt Service Fund - All legal authorized investments should closely match projected cash needs during the year. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased, with the objective of timing maturity with the dates that the districts' debt is due. Investments should be purchased with the intent of holding until maturity. The same comments affecting M&O investment operations are applicable to the Debt Service fund investments.

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

LOCKHART I.S.D. BOARD

Tax Collection Report

JUNE 2020

	June	Prior Months	TOTAL	PRIOR YEAR
2019 Tax Collection	\$173,585.96	\$19,217,970.49	\$19,391,556.45	\$17,357,399.59
2018 & Prior Collection	\$52,180.16	\$734,821.94	\$787,002.10	\$778,553.98
Total Tax Collection =	\$225,766.12	\$19,952,792.43	\$20,178,558.55	\$18,135,953.57

note: Above figures include penalties and interest collected

2019 Original Levy \$20,301,002.16

June 30, 2020 Percent of 2019 Tax Collected	94.75%
June 30, 2019 Percent of 2018 Tax Collected	95.59%
June 30, 2018 Percent of 2017 Tax Collected	95.78%
June 30, 2020 - Balance of Delinquent Tax	\$1,353,234.55
June 30, 2019 - Balance of Delinquent Tax	\$1,239,508.83
June 30, 2018 - Balance of Delinquent Tax	\$1,143,907.90

Corrections made to Current Tax Roll (\$4,580.50)

Corrections made to Delinquent Tax Roll (\$1,139.09)

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$11,333.96

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
 Chief Appraiser
 Caldwell County Appraisal District

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

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STATE OF TEXAS §

COUNTY OF

CALDWELL §

CONTRACT FOR ELECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

THIS **CONTRACT**, made this 21day of July, **2020**, by and between the Lockhart Independent School District, a political subdivision located in Caldwell County, Texas, and the Caldwell County Elections Administrator, (the "OFFICER"). The Lockhart Independent School District and the OFFICER are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the OFFICER and the Lockhart Independent School District, both of which are situated in Caldwell County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the Lockhart Independent School District General Election to be held on **November 3, 2020**; and

WHEREAS, the Lockhart Independent School District and the OFFICER have determined that it is in the public interest of the inhabitants of the Lockhart Independent School District that the following contract be made and entered into for the purpose of having the OFFICER furnish to the Lockhart Independent School District certain election services and equipment needed for the Lockhart Independent School District election.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. OFFICER'S DUTIES AND SERVICES. The OFFICER agrees to undertake certain responsibilities and perform the following services for the Lockhart Independent School District in connection with the General Election to be held on **November 3, 2020** (the "Election"):

1. Recruit and appoint qualified persons to serve as presiding election judges, alternate judges and train the judges and clerks, and arrange for the use of polling places.
2. Procure and distribute election supplies, including preparation, printing and distribution of ballots.

3. Compile lists of eligible registered voters to be used in conducting the Election, including lists for early voting and for each precinct established for the Election.
4. Procure, prepare, and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the precinct judges.
5. Supervise the conduct of early voting by personal appearance and by mail, and supply personnel to serve as deputy early voting clerks.
6. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the Lockhart Independent School District who are responsible for holding the Election.
7. Other incidental related services as may be necessary to effectuate the Election.
8. Remit to the Lockhart Independent School District a detailed listing of expenses incurred to conduct the Election for payment within the time period set forth in Article 4. (Cost of Services).

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE OFFICER IN THE EXECUTION OF HER DUTIES. IT IS FOR THE OFFICER, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE EFFORTS OF HER OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.

Article 2. LOCKHART INDEPENDENT SCHOOL DISTRICT DUTIES AND SERVICES. The Lockhart Independent School District agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the election.
2. Prepare and publish all required election notices.
3. Deliver to the OFFICER as soon as possible, but not later than legally required before the Election, the ballot language including the list of candidates, or any measures that are to be printed on the ballot with the exact form, wording and spelling that is to be used.
4. Provide the services necessary to translate any election documents into Spanish.
5. Pay any additional costs incurred by the OFFICER if a recount for said Election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the OFFICER.

Article 3. ADMINISTRATION. The OFFICER will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The

contact person and representative for the Elections Office is the OFFICER, or her designee, and the contact person and representative for Lockhart Independent School District is **Kimberly Brents, Deputy Superintendent.**

Article 4. COST OF SERVICES. Lockhart Independent School District shall reimburse the OFFICER expenses for the **2020** Lockhart Independent School District General election at a percentage that is dependent upon the number of entities participating in the **November 3, 2020** Election. The costs/percentage shall be equally prorated between the participating entities. In addition, Lockhart Independent School District shall pay an administrative fee of 10% of the total cost of the election. An itemized list of estimated elections expenses is attached as Exhibit "A" and incorporated by reference for all purposes. A runoff election shall be treated as a separate election. Within 20 days of the completion of the election, the OFFICER shall submit a statement to Lockhart Independent School District listing all of the expenses and the administrative fee. Lockhart Independent School District shall pay the total amount within 45 days of receiving the statement of expenses.

Article 5. LIABILITY. Lockhart Independent School District shall be responsible for any actual expenses for repairs for any damage that occurs to the DRE machines by Lockhart Independent School District to the extent that any such repairs are not covered under the vendor's warranty. Lockhart Independent School District shall not be liable for any damage to a DRE machine that is caused by a third party outside of the control of Lockhart Independent School District.

Article 6. GENERAL CONDITIONS. The following general conditions shall apply:

1. Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or record relating to the election is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the OFFICER to serve as custodian of voted ballots or other election records.
2. The OFFICER may assign deputies to perform any of the contracted services.
3. The OFFICER may contract with third persons for Election services and supplies; and the OFFICER will pay the claims for those election expenses, and shall remain responsible for the supervision and conduct of such third parties.
4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas.
5. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.

Article 7. MISCELLANEOUS. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the County, Lockhart Independent School District or the OFFICER, or to create any legal rights or claim on behalf of any third party. Neither the County, Lockhart Independent School District, nor the OFFICER waives any defenses whatsoever, including, but not limited to, governmental immunity.

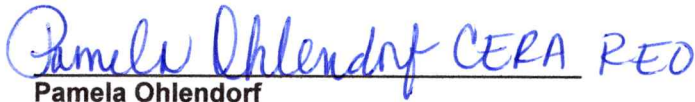
Article 8. NOTICE. Any notice provided for under this Agreement shall be forwarded to the following addresses:

**Caldwell County Elections Administrator
1403 Blackjack St. Suite C
Lockhart, TX 78644**

**Lockhart Independent School District
Kimberly Brents
419 Bois D'Arc Street
Lockhart, TX 78644**

CALDWELL COUNTY ELECTIONS ADMINISTRATOR

SIGNED AND AGREED UPON THIS THE 21 DAY OF July, 2020.


Pamela Ohlendorf

LOCKHART INDEPENDENT SCHOOL DISTRICT

SIGNED AND AGREED UPON THIS THE _____ DAY OF _____, 2020.

Kim Brents, Deputy Superintendent

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

LOCKHART ISD

ORDER OF ELECTION FOR OTHER POLITICAL SUBDIVISIONS

An election is hereby ordered to be held on November 3, 2020 for the purpose of:
(date)

Calling a General Election for four Single Member District Positions on the LISD School Board.

Early voting by personal appearance will be conducted each weekday at

1403 Blackjack Street

(location)

between the hours of 8:00 a.m. and 5:00 p.m. beginning on October 19, 2020

and ending on October 30, 2020.
(date)

Applications for ballot by mail shall be mailed to:

Pamela Ohlendorf

(Name of Early Voting Clerk)

1403 Blackajack Street

(Address)

Lockhart, TX

(City)

78644

(Zip Code)

Applications for ballots by mail must be received no later than the close of business on

October 23, 2020.
(date)

Additional early voting will be held as follows:

Location	Date	Hours
<u>1403 Blackjack Street</u>	<u>TBD</u>	<u>TBD</u>
<u>1403 Blackjack Street</u>	<u>TBD</u>	<u>TBD</u>
<u>1403 Blackjack Street</u>	<u>TBD</u>	<u>TBD</u>
<u>1403 Blackjack Street</u>	<u>TBD</u>	<u>TBD</u>

Issued this the 27th day of July, 20 20.

Carl Cisneros

Member

Tom Guyton

Member

Becky Lockhart

Member

Warren Burnett

Member

Steve Johnson

Signature of Presiding Officer

Michael Wright

Member

Vacant

Member

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

ORDEN DE ELECCION PARA OTRA SUBDIVISION POLITICA

Por la presente se ordena que se llevará a cabo una elección el 3 de noviembre 2020 con el propósito
(fecha)

de: **Llamar a una Eleccion General para cuatro posiciones de distrito de un solo miembro en el Consejo Escolar de LISD.**

La votación adelantada en persona se llevará a cabo de lunes a viernes en

1403 Blackjack Street

(sitio)

entre las 8:00 de la mañana y las 5:00 de la tarde empezando el 19 de octubre 2020

(fecha)

y terminando el 30 de octubre 2020.
(fecha)

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

Pamela Ohlendorf

(Nombre del Secretario(a) de Votación Adelantada)

1403 Blackjack Street

(Dirección)

Lockhart, TX

78644

(Ciudad)

(Zona Postal)

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el 30 de octubre 2020.
(fecha)

La votación adelantada además se llevará a cabo de tal manera:

Sitio	Fecha	Horas
<u>1403 Blackjack Street</u>	<u>Se determinará más adelante</u>	<u>Se determinará más adelante</u>
<u>1403 Blackjack Street</u>	<u>se determinará más adelante</u>	<u>se determinará más adelante</u>
<u>1403 Blackjack Street</u>	<u>se determinará más adelante</u>	<u>se determinará más adelante</u>
<u>1403 Blackjack Street</u>	<u>se determinará más adelante</u>	<u>se determinará más adelante</u>

Emitida este día 27 de julio, 20 20.

Carl Cisnoros

Miembro

Tom Guyton

Miembro

Becky Lockhart

Miembro

Warren Burnett

Miembro

Steve Johnson

Firma del Oficial que Preside

Michael Wright

Miembro

Vacant

Miembro

Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

2020-2021 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
 - the student is attending a school with an approved early college high school program designation; or
 - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
 - **the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or(e-2).**

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students in enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP. (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article I - Parties to Agreement

Provisions of Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Lockhart PRIDE High School

(Legal Name of School District or Open-Enrollment Charter School)

located at

500 N Pecos. St, Lockhart, TX 78644

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one school year plus an additional 30 school days if the district is applying for credit recovery. **Please note that the agreement term is subject to annual renewal.**

Article III - Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV - Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach File)

Article VI - Application Process

- For questions or assistance regarding this application, please email opflex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program, please make sure the start date(s) on Appendix 5 is 30 days or more after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Please email the complete application and attachments to: opflex@tea.texas.gov .
- Email subject line should indicate: 2020-2021 OFSDP Application - District Name, County District Number

Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name	<u>Mark Estrada</u>	<u>_____</u>
Typed Title	<u>Superintendent of Schools</u>	Authorized Signature

Appendix One Assurances

The definition of terms of the application applies to this Appendix One. Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
 - the student is attending a school with an approved early college high school program designation; or
 - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
 - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student’s parent, or person standing in parental relation to the student, agree in writing to the student’s participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

- 8. to comply with all reporting requirements established by the TEA;
- 9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
- 10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Steve Johnson, Board President, 512-787-3777

Name, Title, and Telephone Number of School Board President

July 27, 2020

Signature of School Board President Date

Mark Estrada, Superintendent of Schools, 512-398-0040

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

July 27, 2020

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Two Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item of agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The pre-application for the OFSDP Program was on the agenda and discussed at the board meeting below:

Month: July

Day: 27

Year: 2020

Time: 6:30 p.m.

Location: MLC Education Support Center, 419 Bois D'Arc Street, Lockhart, TX 78644

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Steve Johnson, Board President, 512-787-3777

Name, Title, and Telephone Number of School Board President

July 27, 2020

Signature of SchoolBoard President

Date

Mark Estrada, Superintendent of Schools, 512-398-0040

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

July 27, 2020

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three. Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Concisely provide the information below on separate 8 ½” x 11” sheets of paper:

1. Please indicate the number of OFSDP students that will be served per teacher.
2. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
3. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Please explain the following:
 - a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

NOTE: absences and days present do not exist in the OFSDP program

4. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student’s progress.
 - c. Indicate how student will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	Ethan Peters
District Superintendent or Charter School Chief Operations Officer:	Mark Estrada, Superintendent
Mailing Address:	500 N. Pecos
City, State, Zip Code:	Lockhart, TX 78644
Telephone Number:	512-398-0206
Alternate Telephone Number:	512-398-0000
Fax Number:	512-398-0031
Email Address:	ethan.peters@lockhart.txed.net

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

Appendix Five

Participating Campuses, Student Eligibility, and Period of Agreement

Click and download the link below to complete the template:

[2020-2021 Participating Campuses, Student Eligibility, and Period of Agreement Template.](#)

*Note: Make sure to include the district number circled in red.

Once Completed please email the application, Appendix three in MS Excel file format, and Appendix 5 to OPFLEX@tea.texas.gov.

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

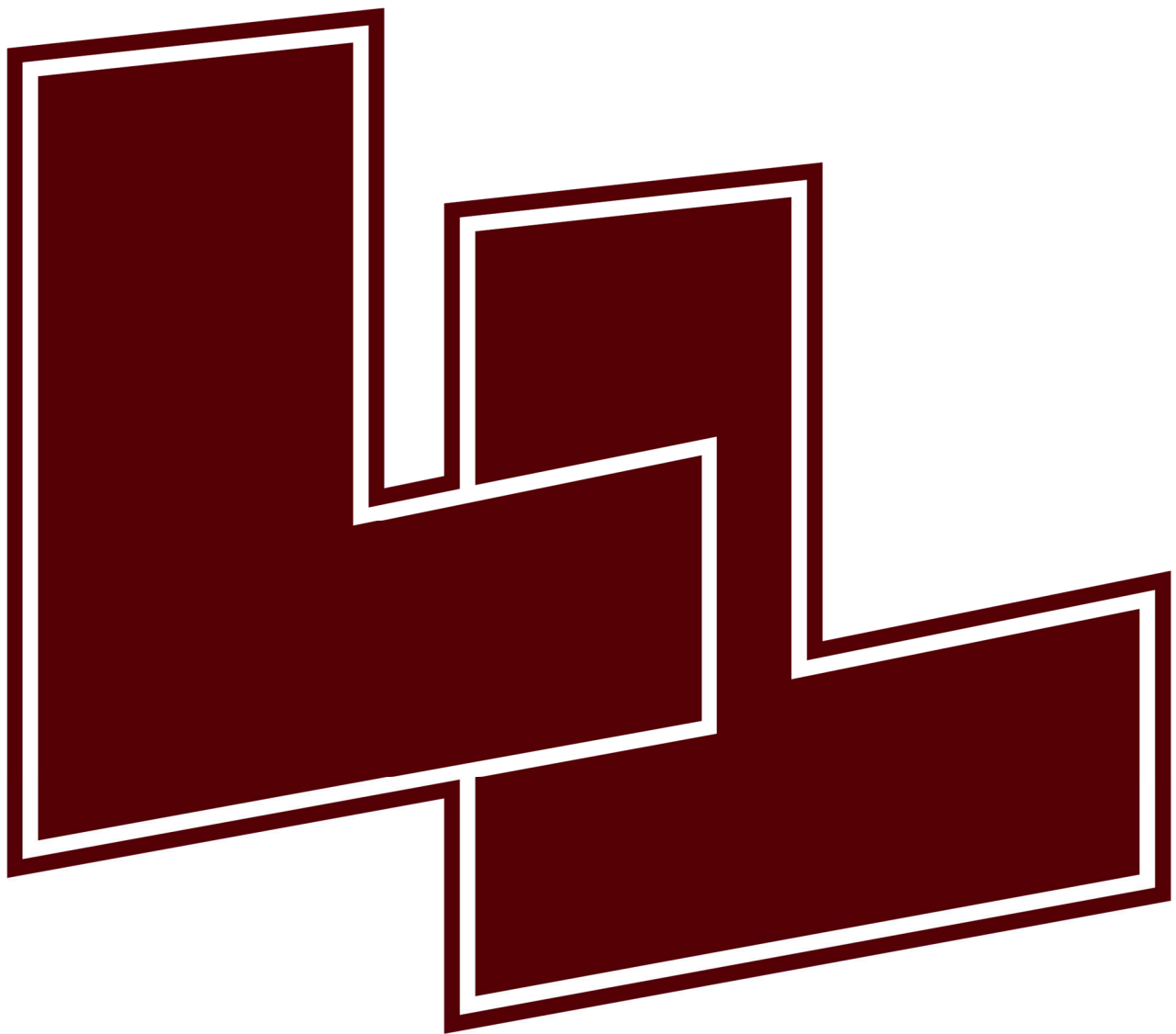
RECOMMENDED MOTION:

LOCKHART INDEPENDENT SCHOOL DISTRICT

Student Code of Conduct

2020-2021 *School Year*

If you have difficulty accessing the information in this document because of disability, please contact access@lockhart.txed.net or 512-398-0000.



Lockhart Independent School District

Board of Trustees

Steve Johnson, *President*

Michael Wright, *Vice President*

Tom Guyton, *Secretary*

Warren Burnett, Trustee

Becky Lockhart, Trustee

Carl Cisneros, Trustee

VACANT, Trustee

Superintendent of Schools

Mark Estrada

Meets the 4th Monday of each month at
the MLC Education Support Center
Board Room

Administration Office..... 512-398-0000

Bad Weather Hotline..... 512-398-0005

MISSION STATEMENT

The mission of the Lockhart Independent School District is to graduate all its students as citizens who are educated, productive, and self-fulfilling lifelong learners. The school district's community, parents, trustees, staff, and students will provide a safe, caring, and challenging learning environment in which all students develop to their fullest potential.

2020-2021 LISD Board of Trustees' Goals

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

ACKNOWLEDGMENT

Student Code of Conduct Electronic Distribution

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

As you partner with us in your child's education, we urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

Thank you for allowing us the privilege of serving your child.

Mark Estrada

Superintendent of Schools, Lockhart ISD

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact access@lockhart.txed.net or call 512-398-0000.

Purpose

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the ***Lockhart Independent School District*** Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be available at the office of the campus behavior coordinator and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the authority of the district to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on district transportation;
2. During lunch periods in which a student is allowed to leave campus;
3. While the student is in attendance at any school-related activity, regardless of time or location;
4. For any school-related misconduct, regardless of time or location;
5. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
6. When a student engages in cyberbullying, as provided by Education Code 37.0832;
7. When criminal mischief is committed on or off school property or at a school-related event;
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
9. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
10. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
11. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at www.lockhartisd.org and at [elementary](#) or [secondary](#) student handbook.

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

To ensure sufficient security and protection of students, staff, and property, the board employs school resource officers (SROs). In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL). The law enforcement duties of school resource officers are: to maintain safe schools; to serve as a positive role-model for students; and to provide direct link with the Lockhart Police Department.

“Parent” Defined

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code.

Participation might include a speaking role, as established by district policy and procedures.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the district’s Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 22, for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.

Adhere to the requirements of the Student Code of Conduct. Chapter 37 requires the Code to include standards that schools expect from students. Modify the list to emphasize conduct the district would like to encourage.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 16, **DAEP Placement** on page 18, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 28, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed in that section on page 14.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.

- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- Knuckles;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 18 and **Expulsion** on page 28 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct

causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative discipline practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.

- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 16.
- Placement in a DAEP, as specified in **DAEP** on page 18.
- Placement and/or expulsion in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25.
- Expulsion, as specified in **Expulsion** on page 28.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.

- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: www.lockhartisd.org.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

Removal from the School Bus

A bus driver may refer a student to the campus behavior coordinator's office to maintain effective discipline on the bus. The campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for any behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or

6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student **may** be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 28.) (See **glossary** for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 28.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 28.)

- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see glossary),
 2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
 3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: www.lockhartisd.org

Appeals shall begin at Level One with the lowest level administrator who has the authority to remedy the alleged problem.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Student

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a

student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress

toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 18)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**)

Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student’s person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a) Public lewdness under Penal Code 21.07;
 - b) Indecent exposure under Penal Code 21.08;
 - c) Criminal mischief under Penal Code 28.03;
 - d) Hazing under Education Code 37.152; or
 - e) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.)
Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)

- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and

3. An opportunity to question the witnesses called by the district at the hearing.
4. After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the *Superintendent or Superintendent designee* to conduct hearings and expel students

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the *Superintendent or designee* shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a) 65 years of age or older, or
 - b) A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - a) Any vegetation, fence, or structure on open-space land; or
 - b) Any building, habitation, or vehicle:
 - 1) Knowing that it is within the limits of an incorporated city or town,
 - 2) Knowing that it is insured against damage or destruction,
 - 3) Knowing that it is subject to a mortgage or other security interest,
 - 4) Knowing that it is located on property belonging to another,
 - 5) Knowing that it has located within it property belonging to another, or
 - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - a) Recklessly damages or destroys a building belonging to another, or
 - b) Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or

deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

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

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular

or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;

2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
 2. The frame or receiver of any such weapon;
 3. Any firearm muffler or firearm weapon; or
 4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.
- Such term does not include an antique firearm.

Firearm silencer is defined by Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code; or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a) Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b) Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c) Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
 - d) Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or

maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to, clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including, but not limited, to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a) An explosive weapon;
 - b) A machine gun;
 - c) A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device;
6. An improvised explosive device; or
7. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

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

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;

3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a) Public lewdness under Penal Code 21.07;
 - b) Indecent exposure under Penal Code 21.08;
 - c) Criminal mischief under Penal Code 28.03;
 - d) Hazing under Education Code 37.152; or
 - e) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, – .05;

- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

[See FOC(EXHIBIT).]

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the influence” need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one’s body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

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Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



Lockhart Independent School District

2020-2021
Academic
Calendar

AUGUST 2020							SEPTEMBER 2020							OCTOBER 2020							NOVEMBER 2020							DECEMBER 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	<23>	<24>	25	26	27	28	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		
30	31																																	

3 New to the Profession
4-5 New Employee Orientation
6-21 Staff Dev. /Plan & Prep
24 First Day of School

7 Labor Day Holiday

9 Staff Development
12-13 Holiday Districtwide

23-27 Thanksgiving Break
23-24 Teacher Flex Day < >

18 Early Release Districtwide
18 Plan & Prep (.5)
21-31 Christmas Break

T= 18 SD= 12 S= 6	T= 21 SD= 0 S= 21.0	T= 20 SD= 1 S= 19	T= 18 SD= 0 S= 16	T= 14 SD= 0.5 S= 13.5
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JANUARY 2021							FEBRUARY 2021							MARCH 2021							APRIL 2021							MAY 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6		1	2	3	4	5	6					1	2	3							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
31																												30	31					

1-4 Christmas Break
5 Staff Dev.(.5)/Plan & Prep(.5)
14-15 Early Release - HS ONLY
18 Martin Luther King Holiday

12 Staff Development
15 President's Day Holiday
15 Make-up/Bad Weather Day ☁️

15-19 Spring Break

2 Good Friday Holiday
12 Plan & Prep
12 Make-up/Bad Weather Day ☁️

26 Early Release-HS ONLY
27 Early Release Districtwide
27-28 Plan & Prep (1.5)

T= 18 SD= 1 S= 17	T= 19 SD= 1 S= 18	T= 18 SD= 0 S= 18	T= 21 SD= 1 S= 20	T= 20 SD= 1.5 S= 18.5
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JUNE 2021							JULY 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

- New Employee Orientation
- New to the Profession
- Plan and Prep Day
- Staff Development Day
- Holiday -Districtwide
- Early Release - High School ONLY
- Early Release -Districtwide
- Make-up/Bad Weather Day ☁️

Students		Teachers	
1st Term/Sem:	83.5 days	1st Term/Sem:	100 days
2nd Term/Sem:	83.5 days	2nd Term/Sem:	87.0 days
Instructional Days	167 days	Teacher Days	187 days

1st Day of School	24-Aug
1st Term/Sem Ends:	15-Jan
2nd Term/Sem Begins:	19-Jan
Last Day of School:	27-May
Staff Development Days	18.0

Board Approved 1/21/20

Board Revised __/__/__

- Grading Reporting Period
- Teacher Flex Day
- First Day of School

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

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RECOMMENDATION:

RECOMMENDED MOTION:



TASB ENDORSEMENT FORM

DATE: July 27, 2020

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on July 27, 2020.
(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: Steve Johnson

SCHOOL DISTRICT: Lockhart ISD

MAILING ADDRESS: P.O. Box 120

CITY: Lockhart ZIP: 78644

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 31, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**

Region, Open Position	Candidate/District	Total Endorsements Received
Region 13, Position B	Earl Foster (Burnet CISD)	1
Currently held by Mary Jane Hetrick (Dripping Springs ISD)	Brief Bio	
Total active members in Region=55		
Endorsements required for 25 percent=14		
Endorsements required for Majority=28		
	Mary Jane Hetrick (Dripping Springs ISD) (I)	1
	Brief Bio	
	Margie Villalpando (San Marcos CISD)	1
	Brief Bio	
Region 14	Greg Welch (Clyde CISD)	1
Currently held by Greg Welch (Clyde CISD)	Brief Bio	
Total active members in Region=43		
Endorsements required for 25 percent=11		
Endorsements required for Majority=22		
Region 15	Raymond P. Meza (San Felipe Del Rio ISD)	1
Currently held by Raymond P. Meza (San Felipe Del Rio CISD)	Brief Bio	
Total active members in Region=43		
Endorsements required for 25 percent=11		
Endorsements required for Majority=22		

Lockhart Independent School District Board of Trustees

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RECOMMENDED MOTION:



Lockhart Independent School District Summary Timetable for Issuance of Unlimited Tax Refunding Bonds, Series 2020 (Taxable)

- | | |
|-----------------------------------|---|
| *Monday, July 27, 2020* | <ul style="list-style-type: none">• Board of Trustees adopts an order authorizing the issuance of Refunding Bonds and directing Superintendent or Chief Financial Officer to serve as pricing agent within parameters set by the Board. |
| Wednesday, July 29, 2020 | <ul style="list-style-type: none">• Financial Advisor applies for Permanent School Fund (PSF) guarantee for Refunding Bonds. |
| Week of August 9, 2020 | <ul style="list-style-type: none">• Draft Preliminary Official Statement circulated by Financial Advisor |
| Week of August 23, 2020 | <ul style="list-style-type: none">• Rating agency call(s) with District Staff. |
| Wednesday, September 9, 2020 | <ul style="list-style-type: none">• Ratings are received. |
| Thursday, September 10, 2020 | <ul style="list-style-type: none">• Preliminary Official Statement is electronically distributed by Financial Advisor. |
| Thursday, September 17, 2020 | <ul style="list-style-type: none">• Refunding Bonds are priced with underwriter(s) by financial advisor.• Award. Refunding Bonds are awarded by Superintendent or Chief Financial Officer to underwriter(s). |
| Tuesday, October 20, 2020 (tent.) | <ul style="list-style-type: none">• Closing. Refunding Bonds are delivered and funds placed into escrow until call dates. |

* Requires Official Board Meeting.

ORDER

AUTHORIZING THE ISSUANCE OF

LOCKHART INDEPENDENT SCHOOL DISTRICT

UNLIMITED TAX REFUNDING BONDS

Adopted July 27, 2020

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AN ORDER BY THE BOARD OF TRUSTEES OF LOCKHART INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF LOCKHART INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; DELEGATING THE AUTHORITY TO CERTAIN DISTRICT OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF AGREEMENTS WITH A PAYING AGENT/REGISTRAR AND AN ESCROW AGENT WITH RESPECT TO THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF CALDWELL §
LOCKHART INDEPENDENT SCHOOL DISTRICT §

WHEREAS, there are presently outstanding the following bonds of Lockhart Independent School District (the "Issuer"),

Lockhart Independent School District, Unlimited Tax School Building Bonds, Series 2014, in the aggregate outstanding amount of \$55,665,000 (the "Refundable Bonds")

all of which are secured by a pledge by the Issuer to levy ad valorem taxes sufficient to pay principal of and interest on the bonds as they become due (being part of the Issuer's outstanding unlimited tax Bonds); and

WHEREAS, the Issuer now desires to issue refunding bonds to refund all or a portion of the outstanding Refundable Bonds that are subject to redemption (and those Refundable Bonds designated by the Pricing Officer in the Pricing Certificate, each as defined herein, referred to as the "Refunded Bonds"); and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Bonds, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, Chapter 1207 authorizes the Issuer to enter into an escrow agreement with any paying agent for the Refunded Bonds with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent may agree, provided that such deposits may be invested and reinvested only in direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and that shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Bonds; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., is a paying agent for the Refunded Bonds; and

WHEREAS, the Board of Trustees of the Issuer (the "Board of Trustees" or the "Board"), in accordance with Section 1207.008(b), Texas Government Code, hereby finds and determines that the manner in which the refunding of the Refunded Bonds is being executed makes it impracticable for the Board to determine the maximum amount by which the aggregate amount of payments to be made under the bonds herein authorized exceeds the aggregate amount of payments that would have been made under the terms of the Refunded Bonds; and

WHEREAS, the Board deems it advisable and in the best interest of the Issuer to refund the Refunded Bonds and issue the bonds herein authorized pursuant to a pricing certificate to be executed by the Chief Financial Officer of the Issuer or, in her absence, the Superintendent of the Issuer acting as the designated pricing officer of the Issuer to access attractive long-term, fixed interest rates for such bonds, all in accordance with the provisions of Chapter 1207, including Section 1207.007 thereof.

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

Section 1. AMOUNT AND PURPOSE OF THE BONDS. The Board of Trustees of the Issuer hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that said recitals are true and correct. The bonds of the Issuer are hereby authorized to be issued and delivered in the maximum aggregate principal amount not to exceed \$54,310,000 FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND ALL OR A PORTION OF THE ISSUER'S REFUNDABLE BONDS.

Section 2. DEFINITIONS. As used in this Order, unless the context shall otherwise require, the following terms shall have the following respective meanings, to wit:

"Bonds" shall mean and include collectively the Premium Capital Appreciation Bonds and the Current Interest Bonds initially issued and delivered pursuant to this Order and the respective Pricing Certificate and all substitute Premium Capital Appreciation Bonds and Current Interest Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Compounded Amount" shall mean, with respect to a Premium Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with Section 4 hereof.

"Current Interest Bonds" shall mean the Bonds on which interest is paid semiannually prior to maturity as designated in the respective Pricing Certificate.

"Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided the "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Issuance Date" shall mean the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Premium Capital Appreciation Bonds" shall mean the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as designated in the respective Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the Issuer's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of the Bonds.

"Pricing Officer" means the Chief Financial Officer of the Issuer, or in her absence, the Superintendent of the Issuer, acting as the designated Pricing Officer of the Issuer to execute the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Order and the Pricing Certificate.

"Registered Owner" shall mean the owner of a Bond as named on the Registration Books maintained by the Paying Agent/Registrar.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" shall mean the series of Bonds issued, as determined by the Pricing Officer pursuant to this Order.

Section 3. DESIGNATION, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. Each Bond issued pursuant to this Order shall be designated: "LOCKHART INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND," to be issued in one Series.

There initially shall be issued, sold and delivered fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Capital Appreciation Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from CR-1 upward, in the case of Premium Capital Appreciation Bonds (except the initial Bonds delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than December 31, 2044, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to this Section 3. The Pricing Certificate is hereby incorporated in and made a part of this Order and shall be filed in the minutes of the Board of Trustees of the Issuer as a part of this Order. The Bonds shall be designated by the year in which they are awarded as set forth in the Pricing Certificate. The authority for the Pricing Officer to execute and deliver the Pricing Certificate for the Bonds shall expire at 5:00 p.m. C.D.T. on January 27, 2021 Bonds priced on or before January 27, 2021 may be delivered to the initial purchaser after such date.

As authorized by Chapter 1207, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, determining which of the Refundable Bonds shall be refunded and constitute "Refunded Bonds" under this Order and carrying out the other procedures specified in this Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Capital Appreciation Bonds, the rate of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, limiting the types of securities and obligations that may be used as Defeasance Securities (as defined in Section 9) and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 95% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Capital Appreciation Bonds, greater than the maximum authorized by law and (iii) the refunding must produce a gross debt service savings of at least \$5,000,000 of the principal amount of the Refunded Bonds, net of any Issuer contribution with such savings, among other information and

terms to be included in a pricing certificate to be executed by the Pricing Officer as defined herein, all in accordance with the provisions of Chapter 1207, including Section 1207.007 thereof. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3.01, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

The Bonds shall be sold by negotiated sale to the initial purchaser or purchasers pursuant to a bond purchase agreement or similar agreement at such price, with and subject to such terms, as determined by the Pricing Certificate. The Pricing Officer shall designate a senior managing underwriter for the Bonds and such additional investment banking firms or one or more banks or financial institutions if he or she deems appropriate to assure that the Bonds are sold on the most advantageous terms.

The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Capital Appreciation Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Capital Appreciation Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. [Reserved]

Section 5. CHARACTERISTICS OF THE BONDS. Registration, Transfer, Conversion and Exchange; Authentication.

(a) The Issuer shall keep or cause to be kept at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas or such other eligible entity designated by the Pricing Officer at the time of pricing of the Bonds to act in such capacity, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the Issuer to act as paying agent and registrar for the Bonds in accordance with the terms of this Order (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the

Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall at all times maintain an office in the State of Texas or shall keep a copy of the Registration Books in the State of Texas. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Subchapter D, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said certificate, the converted and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order and the Pricing Certificate. However, in the event of a nonpayment of interest on a Current Interest Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest

(which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner of such Current Interest Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof; (ii) may be transferred and assigned; (iii) may be redeemed prior to their scheduled maturities, (iv) may be converted and exchanged for other Bonds; (v) shall have the characteristics; (vi) shall be signed, sealed, executed and authenticated; (vii) the principal of and interest on the Bonds shall be payable; and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order and the Pricing Certificate. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one such entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(h) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Current Interest Bonds and one initial Bond representing the entire maturity amount of the Premium Capital Appreciation Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the President and Secretary of the Board of Trustees of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bonds, the Paying Agent/Registrar shall cancel each of the initial Bonds and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

Section 6. FORMS OF BOND. The forms of the Bonds, including forms of the initial Current Interest Bond and the initial Premium Capital Appreciation Bond, the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order and the Pricing Certificate, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.

[Remainder of page intentionally left blank]

(a) Form of Bond

UNITED STATES OF AMERICA
STATE OF TEXAS
LOCKHART INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND,
SERIES 20__

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO. R- _____ PRINCIPAL AMOUNT \$_____*

<u>INTEREST RATE</u>	<u>DATED DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
_____ %*	_____*	_____*	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

ON THE MATURITY DATE specified above, **LOCKHART INDEPENDENT SCHOOL DISTRICT**, in Caldwell County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually on each _____* and _____* thereafter to the maturity date specified above, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of inter-

*To be determined in the Pricing Certificate.

est on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the _____* of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

[FORM OF FIRST TWO PARAGRAPHS OF PREMIUM CAPITAL APPRECIATION BOND]

NO. CR-			PAYMENT AT MATURITY \$ _____*
<u>INTEREST RATE</u>	<u>ISSUANCE DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
_____ %*	_____*	_____*	

REGISTERED OWNER:

PAYMENT AT MATURITY:

*To be determined in the Pricing Certificate.

ON THE MATURITY DATE specified above, LOCKHART INDEPENDENT SCHOOL DISTRICT, in Caldwell County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity in the amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on _____* the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table.

THE PAYMENT AT MATURITY of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Payment at Maturity of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Payment at Maturity, when due.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____*
FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND THE REFUNDED BONDS, [and comprised of (i) Bonds in the aggregate principal amount of \$_____* that pay interest only at maturity (the "Premium Capital Appreciation Bonds") and (ii) Bonds in the aggregate principal amount of \$_____* that pay interest semiannually until maturity (the "Current Interest

*To be determined in the Pricing Certificate.

Bonds")]*.

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

[ON _____*, or on any date thereafter, the Current Interest Bonds of this Series maturing on and after _____* may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful sources, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the dated fixed for redemption, as a whole or in part, the particular maturities to be redeemed shall be selected and designated by the Issuer, and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Current Interest Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Current Interest Bond may be redeemed only in an integral multiple of \$5,000).]**

[THE CURRENT INTEREST BONDS MATURING ON _____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Current Interest Bonds Maturing on _____*

Mandatory Redemption Date*	<u>Principal Amount</u> *
_____†	\$_____†

†Final Maturity

THE PRINCIPAL AMOUNT of the Current Interest Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer by the principal amount of any Current Interest Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Current Interest Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the Issuer with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Current Interest Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]***

[IF LESS THAN ALL CURRENT INTEREST BONDS maturing on a maturity date are

*To be included only if Current Interest Bonds and Premium Capital Appreciation Bonds are both issued as determined in the Pricing Certificate.

**To be included only if Current Interest Bonds are subject to redemption.

***To be included only if certain maturities of Current Interest Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

called for redemption, the Current Interest Bonds selected within such maturity shall be chosen by lot by the Paying Agent/Registrar (provided that a portion of a Current Interest Bond may be redeemed only in an integral multiple of \$5,000 of principal amount); provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Current Interest Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Current Interest Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.]*

[**NOT LESS THAN 30** days prior to the date fixed for any such redemption, the Issuer shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Current Interest Bond to be redeemed at its address as it appeared on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Current Interest Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Current Interest Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Current Interest Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Current Interest Bond shall be redeemed a substitute Current Interest Bond or Current Interest Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 of principal amount, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.]*

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of any integral multiple of \$5,000, [and with respect to Premium Capital Appreciation Bonds, in the denomination of \$5,000 payment at maturity amounts]** or any integral multiple thereof. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and

*To be included only if Current Interest Bonds are subject to redemption.

**To be included only if Current Interest Bonds and Premium Capital Appreciation Bonds are both issued as determined in the Pricing Certificate.

transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds [(i)]* during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date [or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Current Interest Bond.]*

IF THE BENEFICIAL OWNERSHIP of this Bond is ever determined by a book entry at a securities depository for the Bonds the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without limit as to rate or amount.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms

*To be included only if determined in the Pricing Certificate.

and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President or Vice President of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

**LOCKHART INDEPENDENT
SCHOOL DISTRICT**

(signature)
Secretary [Assistant Secretary],
Board of Trustees

(signature)
President [Vice President],
Board of Trustees

(SEAL)

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

The Bank of New York Mellon Trust Company, N.A.,
Dallas, Texas,
Paying Agent/Registrar

By _____
Authorized Representative

Date of Delivery: _____

(c) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Insertions for the initial Current Interest Bond]

(i) The initial Current Interest Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"LOCKHART INDEPENDENT SCHOOL DISTRICT (the "Issuer"), being a political subdivision located in Caldwell County, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Dates	Principal Installments	Interest Rates
_____	_____	_____

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after

*To be completed as determined in the Pricing Certificate.

any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Current Interest Bond shall be numbered "T-1."

(f) [Insertions for the initial Premium Capital Appreciation Bond]

(i) The initial Premium Capital Appreciation Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**LOCKHART INDEPENDENT SCHOOL DISTRICT**, in Caldwell County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

<u>Year</u>	<u>Maturity Amounts</u>	<u>Interest Rates</u>
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(Information for the Premium Capital Appreciation Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. The initial Premium Capital Appreciation Bond shall be numbered "TC-1."

*To be completed as determined in the Pricing Certificate.

Section 7. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (v) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the original principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in original principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in original principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory order, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in original

principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such bonds on the registration books kept by the Paying Agent/Registrar.

Section 9. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the Board of Trustees also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the Board of Trustees.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and

payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the Registered Owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the Issuer retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the order authorizing its issuance, the Issuer may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement

bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section this Order shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The President of the Board of Trustees is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. An accretion table, as determined by the Pricing Officer in the Pricing Certificate may be printed on the Premium Capital Appreciation Bonds, but errors or omissions in the printing thereof or the numbers therein shall have no effect on the validity of such Bonds.

The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the President of the Board of Trustees and the President of the Board of Trustees is hereby authorized to execute such engagement letter.

Section 12. NO TAX EXEMPTION OF INTEREST ON THE BONDS. The Bonds are not expected to be obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the interest on which is expected to be includable in the "gross income" of the holder for purposes of federal income taxation.

Section 13. SALE OF BONDS. The Bonds shall be sold and delivered pursuant to a bond purchase agreement substantially in the form previously approved by the Board of Trustees of the Issuer in connection with refunding bonds or similar agreement at a price and under the terms set forth in this Order and the Pricing Certificate. The Pricing Officer is hereby authorized to execute and deliver the bond purchase agreement. The Pricing Officer is authorized to approve such changes to the bond purchase agreement as necessary in connection with the sale of the Bonds. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

Section 14. APPROVAL OF OFFICIAL STATEMENT. If required with respect to the sale of the Bonds, the Issuer hereby approves the preparation and use of a Preliminary Official Statement relating to the Bonds as approved by the Pricing Officer with such changes therein or additions thereto (and any addenda, supplement or amendment thereto) as the Pricing Officer may deem advisable. Such Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver such Preliminary Official Statement and a final Official Statement, if necessary, relating to the Bonds to be used by the initial purchasers thereof in the marketing of the Bonds.

Section 15. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. The Issuer covenants to timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Texas Permanent School Fund. Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available. In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller of Public Accounts of the State of Texas is authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the Issuer ending in or after 2020, financial information and operating data, which information and data may be unaudited, with respect to the Issuer of the general type included in the final Official Statement authorized by Section 14 of this Order, being the information described in the Pricing Certificate and (ii) if not provided as part of such financial information and operating data, audited financial statements of the Issuer, within twelve months after the end of each fiscal year of the Issuer ending in or after 2020. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial statements within such period, and audited financial

statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The Issuer shall file notice to notify the MSRB of any of the following events with respect to the Bonds in a timely manner and not more than ten business days after the occurrence of the event:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material;
- H. Bond calls, if material, and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the Issuer;

- M. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- O. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holder, if material; and
- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (L) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (O) and (P) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with Section 9 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC

amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 17. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The Paying Agent/Registrar Agreement by and between the Issuer and Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance attached hereto as Exhibit "A" is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

The Escrow Agreement by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent ("Escrow Agreement") in substantially the form and substance attached hereto as Exhibit "B" is hereby approved, and the Pricing Officer is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary. The Pricing Officer is hereby authorized and directed to deposit sufficient amounts of the proceeds derived from the sale of the Bonds, together with lawfully available funds on hand, if any, into the the fund created under, and required by, the Escrow Agreement relating to the Refunded Bonds in order to provide firm banking arrangements for said Refunded Bonds until their redemption.

Section 18. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Board of Trustees.

Section 19. USE OF ACCRUED INTEREST RECEIVED FROM SALE OF BONDS.

Any accrued interest received from the sale of the Bonds shall be deposited to the Interest and Sinking Fund.

Section 20. REFUNDING OF REFUNDED BONDS AND NOTICE OF REDEMPTION OF REFUNDED BONDS.

(a) That concurrently with the delivery of the Bonds, the Pricing Officer shall cause to be deposited an amount from the proceeds of the sale of the Bonds with the Escrow Agent sufficient, together with other legally available funds of the Issuer, to provide for the refunding and defeasance of the Refunded Bonds on their first available call date which, to avoid any doubt and correct any inconsistency, error or ambiguity in the documents, including the Bond Order, authorizing the Refunded Bonds, is August 1, 2023 as properly reflected in the Official Statement for the Refunded Bonds. The Pricing Officer is authorized to provide any further items necessary to confirm the correct call date on the Refunded Bonds. The Pricing Officer is further authorized and directed to apply and there is hereby appropriated such moneys of the Issuer, including any excess funds attributable to the interest and sinking fund for the Refunded Bonds, as are necessary to fund the fund to be established by the Escrow Agreement with amounts sufficient to provide for the defeasance of the Refunded Bonds on the date of delivery of the Bonds.

(b) The paying agent for the Refunded Bonds are directed to mail the appropriate notice of redemption as required by the order authorizing the Refunded Bonds. The Pricing Officer is hereby authorized and directed to provide to the paying agent of the Refunded Bonds the form of notice of redemption with respect to the Refunded Bonds in substantially the form set forth in the Pricing Certificate.

Section 21. NOTICE TO REFUNDED BONDS PAYING AGENT. Said Refunded Bonds are so called for redemption on August 1, 2023 (the “Redemption Date”), the first optional call date on the Refunded Bonds, subject to the delivery of the Bonds, and the paying agent bank for the Refunded Bonds is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the Redemption Date.

Section 22. FURTHER PROCEDURES. The President or Vice President and Secretary of the Board of Trustees of the Issuer, the Superintendent of the Issuer and all other officers, employees and agents of the Issuer, and each of them, shall be and are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer the Letter of Representation with DTC regarding the Book-Entry-Only System attached hereto, the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, and all other instruments, whether herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Letter of Representation, the Bonds, the Escrow Agreement, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 23. APPROPRIATION. The Issuer hereby appropriates from current funds on hand and directs to the Interest and Sinking Fund relating to the Bonds of an amount sufficient to pay the interest, if any, as determined in the Pricing Certificate, scheduled to come due on the Bonds during the period such appropriation is required by the Attorney General of Texas.

Section 24. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 25. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 26. PAYMENT OF ATTORNEY GENERAL FEE. The Issuer hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney

General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the Issuer's staff is hereby instructed to take the necessary measures to make this payment. The Issuer is also authorized to reimburse the appropriate Issuer funds for such payment from proceeds of the Bonds.

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

FORM OF ESCROW AGREEMENT

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION: