



# North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

## NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on September 14, 2020 at 5:30 PM, in the Boardroom on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas. Such meeting is a special meeting.

This meeting will be held in-person. In an effort to preserve public safety and in accordance with federal and local guidance, attendees at the meeting who are not from the same household will be required to maintain 6 feet of social distance between them and are required to wear face coverings when in the building. Should it be needed, the District will provide additional access to the meeting in another room in the building so that social distancing and safety measures can be maintained. We ask for everyone's understanding and cooperation in this regard.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below, or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

### I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

### II. EXECUTIVE SESSION

A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Routine Personnel including but not limited to Administrative Appointments
2. Possible Action to Determine Whether Good Cause Existed for Contract Employee(s) to Abandon Contract and Whether to Submit Complaint to TEA for Job Abandonment

B. Purchase, Exchange, Lease, or Value of Real Property pursuant to Government Code Section 551.072

C. Consultation with Board's Attorney pursuant to Government Code Section 551.071

1. Pending and/or Possible Litigation

### III. RECONVENE INTO OPEN SESSION

**IV. WELCOME FROM THE BOARD PRESIDENT**

**V. INVOCATION AND PLEDGE OF ALLEGIANCE**

**VI. MATTERS FROM EXECUTIVE SESSION**

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Donna Newman, Associate Superintendent for Instruction and Campus Administration, Joel Trevino, Executive Director, Human Resources

B. Possible Action on the Purchase, Exchange, Lease, or Value of Real Property pursuant to Government Code Section 551.072

C. Possible Action Regarding Consultation with Board's Attorney pursuant to Government Code Section 551.071

1. Pending and/or Possible Litigation

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Dan Villarreal, Associate Superintendent for Business Services/CFO,  
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## **XII. ADJOURNMENT**

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*If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.*

## **CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 11th day of September, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

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The North East Independent School District does not discriminate  
on the basis of race, color, religion, gender, national origin, age, or disability



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Donna Newman  
Joel Trevino, Executive  
Director, Human Resources

Subject: Employment of Personnel  
New Hires

Related Page(s): None

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

#### **ADMINISTRATIVE CONSIDERATION**

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

#### **BUDGETARY CONSIDERATION**

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Donna Newman  
Joel S. Treviño, Executive  
Director, Human Resources

Subject: Possible action to determine whether good cause existed for contract employee(s) to abandon contract and whether to submit complaint to TEA for job abandonment

Related Page(s): Principal memo

## ACTION ITEM

### **BACKGROUND INFORMATION**

TAC § 249.15 states “The SBEC may take any action listed in subsection (a) of this section based on satisfactory evidence that: (5) the person has abandoned a contract in violation of the Texas Education Code, § 21.210 (c).” This Education Code provision permits a school district board of trustees to take appropriate action to notify the SBEC when a teacher abandons his or her job by leaving the district for another position outside the allowable window to do so and in breach of the existing employment contract.

### **ADMINISTRATIVE CONSIDERATION**

Formal approval of the proposed recommendation for the SBEC notification of the abandonment of a contract by a Probationary contract teacher by the Board of Trustees is required.

### **BUDGETARY CONSIDERATION**

Not applicable

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board approve the SBEC notification of the job abandonment by a Probationary contract employee(s). This employee accepted a job with another school outside the requisite window to do so thereby forcing the NEISD campus to scramble to fill the position. Despite being told that the District would not let the employee out of the contract, the employee left anyway for the new position.

### **BOARD ACTION REQUIRED**

Approve/Disapprove.



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Donna Newman  
Justin Oxley, Executive Director  
School Administration

Subject: Administrative Training Program  
Interns for 2020-2021

Related Page(s): None

## PRESENTATION

### BACKGROUND INFORMATION

The following Administrative Interns are to be presented to the Board on September 14, 2020. Graduated Interns from the 2019-20 Administrative Training Program will be presented, followed by the incoming 2020-21 Administrative Training Program participants.

| <b><u>GRADUATED INTERNS TO BE PRESENTED</u></b> |                               |  |
|---|-------------------------------|--|
| <b><u>NAME</u></b>                              | <b><u>LOCATION</u></b>        | <b><u>POSITION</u></b>                 |
| Tiffany Arce                                    | Curriculum & Instruction      | Assistant Director of Digital Learning |
| Michelle Azille                                 | 7th Grade ELAR                | Driscoll Middle School                 |
| Stacy Brooks                                    | Math Dean                     | LEE High School                        |
| Andrew Clewett                                  | Assistant Principal           | MacArthur High School                  |
| Robert Curry                                    | Assistant Principal           | Lopez Middle School                    |
| Jamie Duderstadt                                | Academic Dean                 | Harris Middle School                   |
| Cathryne Efron                                  | Assistant Principal           | Wood Middle School                     |
| Alex Espey                                      | Assistant Principal           | Tex Hill Middle School                 |
| Silkia Hernandez                                | ELL Elementary Specialist     | Bilingual/ESL Department               |
| Nicole Reich                                    | Assistant Principal           | Jackson-Keller Elementary School       |
| Bryan Silvia                                    | Assistant Principal           | Longs Creek Elementary School          |
| Mark Soppe                                      | Assistant Principal           | Reagan High School                     |
| Phillip Steinert                                | Assistant Principal           | Reagan High School                     |
| Brock Stewart                                   | AVID Coordinator/AVID Teacher | Roosevelt High School                  |
| Karen Vallente                                  | 8th Grade Algebra 1           | White Middle School                    |

**NEW INTERNS TO BE PRESENTED**

| <b><u>NAME</u></b>     | <b><u>LOCATION</u></b>           | <b><u>POSITION</u></b>             |
|------------------------|----------------------------------|------------------------------------|
| Adrienne Chevalier     | Churchill High School            | Special Education Coordinator      |
| Ashley Hafemeister     | Assistant Principal              | Tejeda Middle School               |
| Eleanor Rodriguez      | Walzem Elementary School         | Special Education Teacher          |
| Ernesto Cardoza        | Colonial Hills Elementary School | Bilingual Instructional Coach      |
| Heather Machingo       | Bradley Middle School            | Assistant Principal                |
| JennyLee Taylor        | Assistant Principal              | Roosevelt High School              |
| Karen Hicks            | Camelot Elementary School        | Kindergarten Teacher               |
| Leslie Gills           | Stahl Elementary School          | Math Instructional Coach           |
| Linda Bryant           | Colonial Hills Elementary School | Instructional Coach                |
| Melissa Todd           | Churchill High School            | ALE ELAR Teacher                   |
| Robyn Pryor            | Castle Hills Elementary School   | Instructional Intervention Teacher |
| Victoria Lane          | Vineyard Ranch Elementary School | Family Specialist                  |
| Jennifer Aguilar       | Churchill High School            | Assistant Principal                |
| Deyanira Apolinar      | Wilshire Elementary School       | Assistant Principal                |
| Kathy Goldblum-Vasquez | Stahl Elementary School          | Assistant Principal                |



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Anthony Jarrett,  
Ben Peterson, Senior  
Director of Career &  
Technical Education

Subject: CyberSecurity Magnet  
Program

Related Page(s):

### PRESENTATION

#### BACKGROUND INFORMATION

With over 300,000 unfilled jobs in the United States, the CyberSecurity industry is in dire need of a talented pipeline of employees who are ready to fill these vacant jobs. According to the Center for Strategic & International Studies, "By 2022, the global cybersecurity workforce shortage has been projected to reach the upwards of 1.8 million unfilled positions." Considering this information our Career and Technical Educational Department have been proactively working on a plan to build a robust four-year learning experience for students in the field of CyberSecurity and Robotics.

NEISD recognizes the need to prepare students for jobs that may not exist today, but will require unique technological and problem-solving skills in the future. In fact, in an effort to ensure alignment of our work and address these skills, we have forged a relationship with colleges/universities, local business, and international companies who have deep understanding of the CyberSecurity field of study. In this presentation we will explain how this new CyberSecurity program will support our district pillar of innovation and better prepare our students for future career opportunities.

This new program is currently set to open in the Fall of 2021 for our incoming 9<sup>th</sup> grade students. Our Career & Technical Education Department is also back mapping a plan to help expose our younger students in grades K-8 to the field(s) of CyberSecurity and Robotics. We know that with intentional effort and a targeted approach to learning, our students will gain stronger problem solving, experimenting, investigating, coding, and applied mathematical skills that support their future goals.



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Ron Clary  
Garrett Sullivan  
Executive Director, CM&E

Subject: 2015 Bond Program District CTE Cyber Security Center Phase 1 Facility Renovations Schematic Design Approval      Related Page(s): None

## **ACTION ITEM**

### **BACKGROUND INFORMATION**

The District recently purchased the vacant Walmart Facility on Nacogdoches (near MacArthur High School) with 2015 Bond Program Global Contingency Funds for the purpose of establishing the North East ISD CTE Cyber Security Center with the start of student instruction planned for August 2021. Conversion of the Walmart Facility into a District CTE Cyber Security Center will be completed in phases: construction work on Phase 1, which consists of two (2) security operations center classrooms, a collaborative learning area, the main entry lobby, and administration area will be completed with 2015 Bond Global Contingency Funds; while construction work on the follow-on Phases 2, 3, and 4, will be completed with funding provided in a future bond program and/or potentially other funding sources. The District CTE Cyber Security Center Master Plan includes the following components: Phase 1 – two security operations center classrooms, collaborative learning area, entry lobby, and administration area; Phase 2 – two CTE classrooms and the main facility restrooms; Phase 3 – two network lab classrooms; and Phase 4 – four CTE classrooms, competition area with stage and seating capacity for 700, ticket stand, concession stand, public restrooms, and storage area. Do It Right This Time (DIRTT) wall systems will be incorporated into the design concept to provide maximum flexibility and adaptability for the new learning areas. The total construction program for Phase 1 equals 14,255 sq. ft. The District Executive Staff recommends that this project be added to the 2015 Bond Program.

### **ADMINISTRATIVE CONSIDERATION**

This project is recommended for inclusion into the 2015 Bond Program by the District Executive Staff.

### **BUDGETARY CONSIDERATION**

Funds for this project are available within the 2015 Bond Program Global Contingency Fund. The recommended Board-Approved construction budget for the District CTE Cyber Security Center Phase 1 Facility Renovations Project equals \$2,000,000.00. An additional \$1,000,000.00 in Maintenance & Operations funds has been authorized for FF&E purchases and construction support while \$200,000.00 in CTE Grant funds are available for technology purchases to support the program start-up in August 2021.

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Schematic Design for the District CTE Cyber Security Center Phase 1 Facility Renovations Project and authorize the full development of design and construction documents for this project.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Rudy Jimenez  
Tyler Shoesmith, Senior  
Director, Student Leadership  
And Well-Being

Subject: Suicide Prevention Month

Related Page(s): Resolution

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

The North East ISD Student Teacher Assistance Network Counselors (STAN Counselors) are furthering the district's commitment to raising awareness and promoting resilience through the recognition of September as being Suicide Awareness Month. Starting in September and continuing through the month, we will utilize selected activities as a call to action for students, staff, and parents to #BeThe1toAsk. We will present the North East ISD Board of Trustees a resolution recognizing September as being Suicide Prevention Month.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the resolution declaring September as being Suicide Awareness Month.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



**NORTH EAST INDEPENDENT SCHOOL DISTRICT**

**North East ISD Board of Trustees Resolution**

**Suicide Prevention Month**

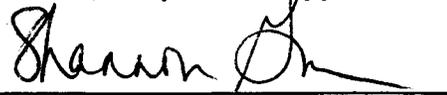
**WHEREAS**, the Department of Student Leadership and Well-Being works collaboratively with mental health advocates, prevention organizations, campus staff, students, and families to bring awareness to the prevention of suicide. Effective prevention strategies that raise awareness of suicide and promote prevention will increase youth resilience.

**WHEREAS**, upon recognition of September as Suicide Prevention Month by the North East ISD Board of Trustees, the North East ISD STAN Counselors will initiate the #BeThe1ToAsk campaign to raise awareness and promote resiliency among students, staff, and families.

**WHEREAS**, we request that the North East ISD Board of Trustees agree to recognize the month of September as Suicide Prevention Month.

**NOW THEREFORE, BE IT RESOLVED** that The North East ISD Board of Trustees approves the request to recognize September as Suicide Prevention Month.

Passed, Adopted and Approved this 14 (Day) of Sept (Month), 2020 (Year)

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

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



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Peggy Turner  
Executive Associate

Subject: Update 115, First Reading

Related Page(s): Attachment

## ACTION ITEM

### **BACKGROUND INFORMATION**

Update 115 focuses primarily on updating and reorganizing several policies in the FFE series of the policy manual addressing student welfare. FFEA continues to focus on counseling, and a new code, FFEB, focuses on mental health provisions. Several policies have been revised to incorporate the new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice of allegations of sexual harassment. In addition to these changes, Update 115 includes several other policies affected by legislation from the 86<sup>th</sup> Legislative Session that were not included in Update 114 and incorporates numerous changes from revised Administrative Code rules.

Please note that (LEGAL) policies reflect the ever-changing legal context for governance and management of the District. They should not be adopted but, rather, should inform local decision making. The (LOCAL) policy recommendation in this update requires close attention by both the administration and the board to ensure that they reflect the practices of the District and the intentions of the Board. Board action is needed to adopt, revise, or repeal (LOCAL) policy.

### **ADMINISTRATIVE RECOMMENDATION**

While the majority of the policies in this update are (LEGAL) policies, the update recommends the Board add, replace, revise, or delete twelve (12) (LOCAL) policies. The following local policies are presented to the Board for consideration:

|     |         |   |      |         |  |
|-----|---------|---|------|---------|--|
| BF  | (LOCAL) | Board Policies  | FEB  | (LOCAL) | Attendance-Attendance Accounting   |
| DIA | (LOCAL) | Employee Welfare-Freedom from Discrimination, Harassment, and Retaliation | FFG  | (LOCAL) | Student Welfare-Child Abuse and Neglect                                      |
| DMD | (LOCAL) | Professional Development-Professional Meetings and Visitations            | FFH* | (LOCAL) | Student Welfare-Freedom from Discrimination, Harassment, and Retaliation     |
| EI  | (LOCAL) | Academic Achievement  | FMF  | (LOCAL) | Student Activities-Contests and Competition                                  |
| FB  | (LOCAL) | Equal Education Opportunity   | FNG  | (LOCAL) | Student Rights and Responsibilities-Student and Parent Complaints/Grievances |
| FD  | (LOCAL) | Admissions  | GF   | (LOCAL) | Public Complaints  |

### **RECOMMENDATION**

It is recommended that the Board approve first reading of the above listed local policies included in Update 115 with additional revisions to policy FFH (LOCAL)\* as presented.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



## (LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

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For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

|                 |  |  |
|-----------------|--|--|
| <b>Contact:</b> | <b>School Districts and<br/>Education Service Centers</b>            | <b>Community Colleges</b>                                |
|                 | <a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a> | <a href="mailto:colleges@tasb.org">colleges@tasb.org</a> |
|                 | 800.580.7529<br>512.467.0222   | 800.580.1488<br>512.467.3689                             |

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

**Organization**

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

**Terms**

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

**Harmony with Law**

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

**Policy Development**

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.

**Official Policy Manual**

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District’s policy manual.

**Adoption and Amendment**

Proposed local policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized  
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~ ~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

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**Definitions** Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

**Statement of Nondiscrimination** The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy ~~and is prohibited~~.

**Discrimination** Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

~~In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.~~

**Prohibited Conduct** In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

~~Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]~~

**Prohibited Harassment** Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other **negative** stereotypes; or other **kinds** ~~types~~ of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

**Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communication, **including electronic communication** ~~or contact~~.

~~Retaliation~~

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, **serves as a witness, or otherwise participates in an investigation.**~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. **Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.**~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting Procedures**

**Any** ~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

**Definition of District Officials**

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ ~~antidiscrimination~~ laws.

**Alternative Reporting Procedures**

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Timely Reporting**

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

**Notice of Report**

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

**Investigation of Reports Other Than Title IX ~~the Report~~**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

#### Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

#### Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

#### District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

#### Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

#### District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

#### Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

**Appeal**

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

**Response to Sexual Harassment—Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

**Examples**

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

**Records Retention**

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be ~~posted on the District's website, to the extent practicable, and~~ readily available at each campus and the ~~District's District~~ administrative offices.

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

**Meetings,  
Conferences, and  
Workshops**

~~Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See also DMA and DMG]~~

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.~~

~~The Superintendent may grant additional absences to employees for attendance at meetings, conferences, and workshops that are of special interest to the employee.~~

**Release Time**

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in improving the instructional program.~~

**Certificate of Coursework Completion**

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

**Partial Credit**

When a student earns a passing grade in only ~~half one semester~~ of a ~~two semester~~ course and the combined grade for ~~both halves~~ ~~the two semesters~~ is lower than 70, the District shall award the student credit for the ~~half semester~~ with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

**~~Withdrawal or Late Enrollment~~**

~~A migrant or homeless student who enrolls after the first day of instruction or who withdraws early shall be provided opportunities to achieve mastery of the essential knowledge and skills to meet course requirements. Teachers and counselors shall consider the student's particular circumstances in determining appropriate opportunities, which may include, but are not limited to:~~

- ~~1. Individualized work.~~
- ~~2. Tutorial sessions.~~
- ~~3. Testing to verify mastery of the essential knowledge and skills.~~
- ~~4.1. Early final examinations.~~

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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**Title IX Coordinator** The District ~~designates and authorizes the~~~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

**ADA / Section 504 Coordinator** The District ~~designates and authorizes the~~~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended. [See FB(EXHIBIT)]

**Superintendent** The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Equal Educational Opportunity**  
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District’s compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student’s disability shall be made in accordance with FFH.

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**Section 504**

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~ retention schedules. [See CPC]

**Persons Age 21  
and And Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

**Registration Forms**

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

**Proof of Residency**

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

**Minor Living Apart**

**Person Standing in  
Parental Relation**

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

**Misconduct**

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

**Consultation with  
Adults Responsible  
for Minor Students**

When admission is sought for a child who has established a separate residence in the District apart from his or her parent, guardian, or other person having lawful control under an order of a court, the Board or its designee shall determine whether an applicant qualifies as a resident of the District.

In order to be in compliance with the Family Educational Rights and Privacy Act (FERPA), the District may require documentation to consult with adults responsible for minor students. One or more of the following types of documentation shall be acceptable for purposes of consultation concerning educational programming, discipline, special education, emergency medical treatment, access to student records, and other matters relating to the student's educational process:

1. Power of attorney.
2. Authorization agreement.
3. Notarized letter or sworn affidavit from the parent, guardian, or the adult responsible for the minor child.
4. Assignment letter from the Department of Human Services, Juvenile Probation, or other agency.
5. Death certificate of the natural parent(s).

6. Proof of receipt of federal assistance.
7. Other documentation deemed appropriate by the Superintendent or designee. [See FD(EXHIBIT)]

Exceptions Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student in Grandparent's After-School Care** The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**Students Not Enrolled** A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM] ~~in the following circumstances:~~

- ~~1. The individualized plan of a student receiving special education services requires participation in extracurricular activities or academic programs provided by the District [see EHBAC]; or~~
- ~~2. An eligible student participates in a campus Title I program [see EHBD].~~

**"Accredited" Defined** For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level Placement**  
Accredited Schools The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered

by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited  
Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas  
Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or  
Nonaccredited  
Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition  
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

-[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

**Attendance  
Accounting System**

The Superintendent shall be responsible for **designating the official attendance-taking time during the campus's instructional day and** maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative  
Attendance-  
Taking ~~Recording~~  
Time

~~The~~ **When appropriate, the** Superintendent **is authorized to shall** establish written procedures permitting a campus to **record absences in** ~~specify~~ an alternative **hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus** or for a designated group of students at a campus. The alternative ~~time for recording~~ **attendance-taking time** shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* **and administrative regulations.**

**Parental Consent to  
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

**Program to Address  
Child Sexual Abuse,  
Trafficking, and  
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

**Training**

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child  
Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ ~~by any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~  
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

~~Reports shall be made in accordance with FFG(EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

### Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

### Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)<sup>i</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

### Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

**Immunity**

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report Suspected Child Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities Regarding Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

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<sup>i</sup> Texas Abuse Hotline Website: <http://www.txabusehotline.org>

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

**Discrimination**

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, that adversely affects the student.

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law, ~~when the conduct~~ that is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by ~~law~~ and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

### Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

### Sexual Harassment

#### By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

#### By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, [contact](#), or communications, [including electronic communication](#) ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

**Dating Violence**

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 the other 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.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

~~False Claim~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting  
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

|   |  |
|---|--|
| Employee Report   | Any District employee who suspects or receives <b>direct or indirect</b> notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.  |
| <i>Definition of District Officials</i>                                   | For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.   |
| <i>Title IX Coordinator</i>   | Reports of discrimination based on sex, including sexual harassment, <del>or</del> gender-based harassment, <b>or dating violence</b> , may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]  |
| <i>ADA / Section 504 Coordinator</i>                                      | Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]   |
| <i>Superintendent</i>   | The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.   |
| <b>Alternative Reporting Procedures</b>                                   | <p><b>An individual</b><del>A student</del> shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p> |
| <b>Timely Reporting</b>   | <p><b>To ensure the District's prompt investigation, reports</b> <del>Reports</del> of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. <del>A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.</del></p>   |
| <b>Notice to Parents</b>  | <p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p>  |
| <b>Investigation of Reports Other Than Title IX</b> <del>the Report</del> | <p><b>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX.</b> [See FFH(LEGAL)] <b>For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment,</b></p>   |

and dating violence, see the procedures below at [Response to Sexual Harassment—Title IX](#).

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

**Initial Assessment** Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~proven, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

**Interim Action** If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

**District Investigation** The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

**Criminal Investigation** If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

**Concluding the Investigation** Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investiga-

tor shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

*Notification of Outcome*

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

**District Action**

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

*Corrective Action*

Examples of corrective action may include a training program for those involved in the ~~report~~ ~~complaint~~, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

**Confidentiality**

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

**Appeal**

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

**Response to Sexual Harassment—Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

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COMPLAINT/GRIEVANCES

FFH  
(EXHIBIT)

The District designates the following **person individuals** to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, for students:

Name: Christi Wilbur  
Position: Executive Director/Student Support Services  
Address: 8961 Tesoro Drive, San Antonio, TX 78217  
Telephone: (210) 407-0070

**Alternate Designee**

**Name: David Díaz**  
**Position: Compliance Hearing Officer, Pupil Personnel Services**  
**Address: 8961 Tesoro Drive, San Antonio, TX 78217**  
**Telephone: (210) 407-0070**

The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, for students:

Name: Brenda Oates  
Position: Executive Director/Special Education  
Address: 8961 Tesoro Drive, San Antonio, TX 78217  
Telephone: (210) 407-0185

The forms on the following pages are provided to assist the District in processing formal complaints and appeals from students and parents/guardians:

- Exhibit A: Student/Parent Formal Complaint Form:—2 pages
- Exhibit B: Student/Parent Response to Evidence Form:—1 page
- Exhibit C: Student/Parent Response to Investigation Summary of Evidence:—1 page
- Exhibit D: Student/Parent Appeal:—2 pages
- Exhibit E: Campus Title IX Coordinators and Contact Information:—4 pages

STUDENT WELFARE  
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FFH  
(EXHIBIT)

**EXHIBIT A**

**STUDENT/PARENT FORMAL COMPLAINT OF SEXUAL HARASSMENT FORM**

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**Note:** Informal resolution is encouraged but does not extend any deadlines in FFH (LOCAL), except by mutual written consent.

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To file a formal complaint of sexual harassment, please complete this form completely and submit it by hand-delivery, electronic communication, or U.S. Mail to the campus Principal/Title IX Coordinator. All formal complaints will begin the formal complaint process in accordance with FFH (LOCAL) and FFH (REGULATION) or any exceptions outlined therein.

1. Student's (Complainant's) name: \_\_\_\_\_

2. Student ID: \_\_\_\_\_ Campus: \_\_\_\_\_

3. Parent/guardian's name: \_\_\_\_\_

4. Address: \_\_\_\_\_

5. Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

6. If you will be represented in presenting your formal complaint, please identify the person representing you.

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

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

7. Please state the type of discrimination based on: (check all that apply)

Sexual Harassment

Gender-Based Harassment

Dating Violence

Sexual Assault

Stalking

Retaliation

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FFH  
(EXHIBIT)

8. Please state the name of the individual(s) (respondent) alleged to have caused the conduct that constitutes sexual harassment.

\_\_\_\_\_  
\_\_\_\_\_

9. Please state the date and location of the event or series of events where the alleged conduct that constitutes sexual harassment occurred.

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10. Please state your complaint, including the individual harm alleged. Describe the circumstances causing your complaint. Please state specific, factual details that support your complaint (if more room is needed, please attach your additional comments to this document along with any additional evidence and or witnesses).

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11. Please state the remedy you seek for the complaint.

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Student's or parent/guardian's signature: \_\_\_\_\_

Signature of representative (if applicable): \_\_\_\_\_

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

Principal/Title IX Coordinator's signature: \_\_\_\_\_

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

STUDENT WELFARE  
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(EXHIBIT)

**EXHIBIT B**

**STUDENT/PARENT RESPONSE TO EVIDENCE FORM**

To provide additional evidence and or information beyond what the investigator provided both parties simultaneously, please fill out this form and submit it by hand-delivery, electronic communication, or U.S. mail to the campus investigator who provided the written notice of evidence. This additional evidence must be submitted within the timeline established in FFH (REGULATION).

1. Student's name: \_\_\_\_\_ Complainant: \_\_\_\_\_ or Respondent: \_\_\_\_\_
2. Student ID: \_\_\_\_\_ Campus: \_\_\_\_\_
3. Parent/guardian's name: \_\_\_\_\_
4. Address: \_\_\_\_\_
5. Telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_
6. Campus investigator's name: \_\_\_\_\_
7. Please provide your additional evidence and or information (if more room is needed, please attach your additional comments and or documents to this form).  
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Student's or parent/guardian's signature: \_\_\_\_\_  
Signature of representative (if applicable): \_\_\_\_\_  
Date submitted: \_\_\_\_\_  
Investigator's signature: \_\_\_\_\_  
Date received: \_\_\_\_\_

STUDENT WELFARE  
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(EXHIBIT)

**EXHIBIT C**

**STUDENT/PARENT RESPONSE TO INVESTIGATION SUMMARY OF EVIDENCE**

To provide a response to the written investigation summary report sent simultaneously to both parties, please fill out this form completely and submit it by hand-delivery, electronic communication, or U.S. Mail to the decision-maker within the time established in FFH (REGULATION).

1. Student's name: \_\_\_\_\_ Complainant: \_\_\_\_\_ or Respondent: \_\_\_\_\_

2. Student ID: \_\_\_\_\_ Campus: \_\_\_\_\_

3. Parent/guardian's name: \_\_\_\_\_

4. Address: \_\_\_\_\_

5. Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

6. Campus Investigator's name: \_\_\_\_\_

7. Please provide any relevant questions you may have regarding the investigator's summary of evidence in the space below (if more room is needed, please attach your additional comments and or documents to this form).

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Student's or parent/guardian's signature: \_\_\_\_\_

Signature of representative (if applicable): \_\_\_\_\_

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

Decision-Maker's signature: \_\_\_\_\_

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

STUDENT WELFARE  
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COMPLAINT/GRIEVANCES

FFH  
(EXHIBIT)

**EXHIBIT D**

**STUDENT/PARENT APPEAL FORM**

To appeal a decision of a sexual harassment complaint based on established reasons listed in FFH (LOCAL) and FFH (REGULATION), please fill out this form completely and submit it by hand-delivery, electronic communication, or U.S. Mail to the campus Title IX Coordinator within the time established in FFH (REGULATION). Appeals will be provided to a new individual and or committee to review and consider all evidence and written statements of appeal.

1. Student's name: \_\_\_\_\_ Complainant: \_\_\_\_\_ or Respondent: \_\_\_\_\_

2. Student ID: \_\_\_\_\_ Campus: \_\_\_\_\_

3. Parent/guardian's name: \_\_\_\_\_

4. Address: \_\_\_\_\_

5. Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

6. State the reason for your appeal along with any written comments you would like to provide as to grounds for the appeal (if more room is needed, please attach your additional comments to this document).

- A procedural irregularity that affected the outcome of the matter.
- New evidence discovered that was not reasonably available at the time of determination of responsibility.
- A mandatory or discretionary dismissal of the complaint.
- A conflict of interest on the part of a Title IX Coordinator, investigator or a decision-maker, and the conflict of interest affected the outcome.

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Student's or parent/guardian's signature: \_\_\_\_\_

Signature of representative (if applicable): \_\_\_\_\_

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

Title IX Coordinator's signature: \_\_\_\_\_

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

Complainant/Respondent, please note:

An appeal form that is incomplete in any material way may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing an appeal. [See FFH (REGULATION)] Please keep a copy of the completed form and any supporting documentation for your records.

The school's final written determination provided to both parties simultaneously after an appeal becomes the final decision and completes the formal complaint process. [See FFH (REGULATION)]

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**EXHIBIT E**

**Campus Title IX Coordinator Contact Information**

**HIGH SCHOOL:**

|   |                 |  |                           |          |
|---|-----------------|--|---------------------------|----------|
| WINSTON CHURCHILL                                   | Todd Bloomer    | <a href="mailto:tbloom@neisd.net">tbloom@neisd.net</a>   | 12049 Blanco Road 78216   | 356-0000 |
| CLAUDIA TAYLOR "LADY BIRD" JOHNSON                  | Gary Comalander | <a href="mailto:gcomal@neisd.net">gcomal@neisd.net</a>   | 23203 Bulverde Road 78259 | 356-0400 |
| LEGACY OF EDUCATIONAL EXCELLENCE                    | David Crowe     | <a href="mailto:dcrowe@neisd.net">dcrowe@neisd.net</a>   | 1400 Jackson Keller 78213 | 356-0800 |
| DOUGLAS MACARTHUR                                   | Peter Martinez  | <a href="mailto:pmarti1@neisd.net">pmarti1@neisd.net</a> | 2923 Bitters Road 78217   | 356-7600 |
| JAMES MADISON                                       | Eric Wernli     | <a href="mailto:ewernl@neisd.net">ewernl@neisd.net</a>   | 5005 Stahl Road 78247     | 356-1400 |
| RONALD REAGAN                                       | Brenda Shelton  | <a href="mailto:bshelt@neisd.net">bshelt@neisd.net</a>   | 19000 Ronald Reagan 78258 | 356-1800 |
| THEODORE ROOSEVELT                                  | Bryan Norwood   | <a href="mailto:bnorwo1@neisd.net">bnorwo1@neisd.net</a> | 5110 Walzem Road 78218    | 356-2200 |
| ACADEMY OF CREATIVE EDUCATION (ACE)                 | Patrick Valdez  | <a href="mailto:pvalde@neisd.net">pvalde@neisd.net</a>   | 10333 Broadway 78217      | 407-0740 |
| INTL SCHOOL OF THE AMERICAS (ISA)                   | Steve Magadance | <a href="mailto:smagad@neisd.net">smagad@neisd.net</a>   | 1400 Jackson-Keller 78213 | 356-0900 |
| NORTH EAST ALTERNATIVE CENTER-HIGH SCHOOL (NEAC HS) | Brian Kennedy   | <a href="mailto:kenne@neisd.net">kenne@neisd.net</a>     | 103 West Rampart 78216    | 356-7400 |

STUDENT WELFARE  
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COMPLAINT/GRIEVANCES

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(EXHIBIT)

**MIDDLE SCHOOL:**

|   |                               |  |                                  |          |
|---|-------------------------------|--|----------------------------------|----------|
| OMAR N. BRADLEY   | Brenda Cerroni                | <a href="mailto:bcerron@neisd.net">bcerron@neisd.net</a>   | 14819 Heimer Road 78232          | 356-2600 |
| BARBARA BUSH  | Stuart Guthrie                | <a href="mailto:sguthr@neisd.net">sguthr@neisd.net</a>     | 1500 Evans Road 78258            | 356-2900 |
| CLARA DRISCOLL  | John Hill                     | <a href="mailto:jhill2@neisd.net">jhill2@neisd.net</a>     | 17150 Jones-Maltsberger<br>78247 | 356-3200 |
| DWIGHT EISENHOWER   | John Smith                    | <a href="mailto:jsmith4@neisd.net">jsmith4@neisd.net</a>   | 8231 Blanco Road 78216           | 356-3500 |
| JOHN NANCE GARNER   | John Bojescul                 | <a href="mailto:jbojes@neisd.net">jbojes@neisd.net</a>     | 4302 Harry Wurzbach<br>78209     | 356-3800 |
| BERNARD A. HARRIS, JR                                       | Jeremi Nichoff                | <a href="mailto:jnich@neisd.net">jnicho@neisd.net</a>      | 5300 Knoll Creek 78247           | 356-4100 |
| DAVID LEE "TEX" HILL  | Charles Reininger             | <a href="mailto:creini@neisd.net">creini@neisd.net</a>     | 21314 Bulverde Road 78259        | 356-8000 |
| WILL W. JACKSON   | Erin Deason                   | <a href="mailto:edeaso@neisd.net">edeaso@neisd.net</a>     | 4538 Vance Jackson 78230         | 356-4400 |
| WALTER KRUEGER  | Cynthia Rubio                 | <a href="mailto:crubio@neisd.net">crubio@neisd.net</a>     | 438 Lanark Drive 78218           | 356-4700 |
| JOSE M. LOPEZ   | Alejandro "Alex"<br>Escamilla | <a href="mailto:aescam1@neisd.net">aescam1@neisd.net</a>   | 23103 Hardy Oak 78258            | 356-5000 |
| CHESTER NIMITZ ACADEMY                                      | Jennifer Cooper               | <a href="mailto:jcoope1@neisd.net">jcoope1@neisd.net</a>   | 5426 Blanco Road 78216           | 356-5300 |
| FRANK M. TEJEDA JR.   | Martha Reyes                  | <a href="mailto:mreyes37@neisd.net">mreyes37@neisd.net</a> | 2909 East Evans Road<br>78259    | 356-5600 |
| EDWARD H. WHITE   | Bethany Lorge                 | <a href="mailto:blorge@neisd.net">blorge@neisd.net</a>     | 7800 Midcrown 78218              | 356-5900 |
| JOHN H. WOOD  | Joaquin Hernandez             | <a href="mailto:jherna20@neisd.net">jherna20@neisd.net</a> | 14800 Judson Road 78233          | 356-6200 |
| NORTH EAST ALTERNATIVE<br>CENTER-MIDDLE SCHOOL<br>(NEAC-MS) | Brian Kennedy                 | <a href="mailto:bkenne@neisd.net">bkenne@neisd.net</a>     | 103 West Rampart 78216           | 356-7400 |

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
COMPLAINT/GRIEVANCES

FFH  
(EXHIBIT)

**ELEMENTARY SCHOOL:**

|                            |                     |  |                                  |          |
|----------------------------|---------------------|--|----------------------------------|----------|
| BULVERDE CREEK             | Michelle McCoy      | <a href="mailto:mmccoy@neisd.net">mmccoy@neisd.net</a>     | 3839 Canyon Parkway<br>78259     | 407-1000 |
| CAMELOT                    | Wilma Payne         | <a href="mailto:wpayne@neisd.net">wpayne@neisd.net</a>     | 7410 Ray Bon 78218               | 407-1400 |
| CANYON RIDGE               | Laura Huggins       | <a href="mailto:lhuggi@neisd.net">lhuggi@neisd.net</a>     | 20522 Stone Oak Parkway<br>78258 | 407-1600 |
| CASTLE HILLS               | Betsy Asheim        | <a href="mailto:bashei@neisd.net">bashei@neisd.net</a>     | 101 Honeysuckle 78213            | 407-1800 |
| CIBOLO GREEN               | Adam Schwab         | <a href="mailto:aschwa@neisd.net">aschwa@neisd.net</a>     | 24315 Bulverde Green<br>78261    | 407-1200 |
| CLEAR SPRING               | Carlos Hoffman      | <a href="mailto:choffm3@neisd.net">choffm3@neisd.net</a>   | 4311 Clear Spring 78217          | 407-2000 |
| COKER                      | Elizabeth Fischer   | <a href="mailto:efisch@neisd.net">efisch@neisd.net</a>     | 302 Heimer Road 78232            | 407-2200 |
| COLONIAL HILLS             | Jenae Mai           | <a href="mailto:jmai@neisd.net">jmai@neisd.net</a>         | 2627 Kerrybrook Ct. 78230        | 407-2400 |
| DELLVIEW                   | Kelli Nungesser     | <a href="mailto:knunge@neisd.net">knunge@neisd.net</a>     | 7235 Dewhurst Road 78213         | 407-2600 |
| EAST TERRELL HILLS         | Ross McGlothlin     | <a href="mailto:rmcgl@neisd.net">rmcgl@neisd.net</a>       | 4415 Bloomdale 78218             | 407-2800 |
| EL DORADO                  | Glenn Forde         | <a href="mailto:gforde@neisd.net">gforde@neisd.net</a>     | 12634 El Sendero 78233           | 407-3000 |
| ENCINO PARK                | James Miller        | <a href="mailto:jmille20@neisd.net">jmille20@neisd.net</a> | 2550 Encino Rio 78259            | 407-3200 |
| FOX RUN                    | Kimberly Orihuela   | <a href="mailto:korihu@neisd.net">korihu@neisd.net</a>     | 6111 Fox Creek 78247             | 407-3400 |
| HARDY OAK                  | Lola Folkes         | <a href="mailto:lfolke@neisd.net">lfolke@neisd.net</a>     | 22900 Hardy Oak Blvd<br>78258    | 407-3600 |
| HARMONY HILLS              | Alan Rochkus        | <a href="mailto:arochk@neisd.net">arochk@neisd.net</a>     | 10727 Memory Lane 78216          | 407-3800 |
| HIDDEN FOREST              | Renette Powell      | <a href="mailto:rpowl1@neisd.net">rpowl1@neisd.net</a>     | 802 Silver Spruce 78232          | 407-4000 |
| HUEBNER                    | Kelli Halliburton   | <a href="mailto:khalli@neisd.net">khalli@neisd.net</a>     | 16311 Huebner Road 78248         | 407-4200 |
| JACKSON KELLER             | Anna Nicolai-Knopf  | <a href="mailto:anicol@neisd.net">anicol@neisd.net</a>     | 1601 Jackson-Keller 78213        | 407-4400 |
| LARKSPUR                   | Cody Miller         | <a href="mailto:cmille1@neisd.net">cmille1@neisd.net</a>   | 11330 Bel Air Drive 78213        | 407-4600 |
| LAS LOMAS                  | Harold Massey       | <a href="mailto:hmasse@neisd.net">hmasse@neisd.net</a>     | 20303 Hardy Oak Blvd.<br>78258   | 356-7000 |
| LONGS CREEK                | Amy Reasons-Copes   | <a href="mailto:areaso1@neisd.net">areaso1@neisd.net</a>   | 15606 O'Connor Road<br>78247     | 407-4800 |
| MONTGOMERY                 | John Merrill        | <a href="mailto:jmerrid@neisd.net">jmerrid@neisd.net</a>   | 7047 Montgomery Drive<br>78239   | 407-5000 |
| NORTHERN HILLS             | Marisa Wulfsberg    | <a href="mailto:mwulfs@neisd.net">mwulfs@neisd.net</a>     | 13901 Higgins Road 78217         | 407-5200 |
| NORTHWOOD                  | Catherine Harper    | <a href="mailto:charpe5@neisd.net">charpe5@neisd.net</a>   | 519 Pike Road 78209              | 407-5400 |
| OAK GROVE                  | Taleen Bloom        | <a href="mailto:tbloom2@neisd.net">tbloom2@neisd.net</a>   | 3250 Nacogdoches Road<br>78217   | 407-5600 |
| OAK MEADOW                 | Sandra Campos       | <a href="mailto:scampo2@neisd.net">scampo2@neisd.net</a>   | 2800 Hunter's Green 78231        | 407-5800 |
| OLMOS                      | Gaila Booth         | <a href="mailto:gbooth@neisd.net">gbooth@neisd.net</a>     | 1103 Allena Drive 78213          | 407-6000 |
| PRE-K ACADEMY AT WEST AVE. | Paul Kienlen        | <a href="mailto:pkienl@neisd.net">pkienl@neisd.net</a>     | 3915 West Avenue 78213           | 407-8600 |
| REDLAND OAKS               | Randy Barr          | <a href="mailto:rbarr@neisd.net">rbarr@neisd.net</a>       | 16650 Redland Road 78247         | 407-6200 |
| REGENCY PLACE              | Estelha Wallace     | <a href="mailto:ewalla@neisd.net">ewalla@neisd.net</a>     | 263 Bitters Road 78217           | 407-6400 |
| RIDGEVIEW                  | Veronica Garza      | <a href="mailto:vgarza2@neisd.net">vgarza2@neisd.net</a>   | 8223 N. McCullough 78216         | 407-6600 |
| ROAN FOREST                | Chris Speca         | <a href="mailto:cspeci@neisd.net">cspeci@neisd.net</a>     | 22710 Roan Park 78259            | 407-6800 |
| ROYAL RIDGE                | Jana Carter-Freeman | <a href="mailto:jcarte2@neisd.net">jcarte2@neisd.net</a>   | 5933 Royal Ridge 78239           | 407-7000 |
| SERNA                      | Jennifer Lomas      | <a href="mailto:jlomas@neisd.net">jlomas@neisd.net</a>     | 2569 N.E. Loop 410 78217         | 407-7200 |

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
COMPLAINT/GRIEVANCES

FFH  
(EXHIBIT)

|                 |                   |  |                               |          |
|-----------------|-------------------|--|-------------------------------|----------|
| STAHL           | Emma Yates        | <a href="mailto:evates@neisd.net">evates@neisd.net</a>   | 5222 Stahl Road 78247         | 407-7400 |
| STUBING RANCH   | Mario Guillen     | <a href="mailto:mguill6@neisd.net">mguill6@neisd.net</a> | 5100 Knoll Creek 78247        | 407-7600 |
| STONE OAK       | Ann Karrer        | <a href="mailto:akarrer@neisd.net">akarrer@neisd.net</a> | 21045 Crescent Oaks 78258     | 407-7800 |
| THOUSAND OAKS   | Holly Salazar     | <a href="mailto:hsalaz3@neisd.net">hsalaz3@neisd.net</a> | 16080 Henderson Pass<br>78232 | 407-8000 |
| TUSCANY HEIGHTS | Tara Smith Bailey | <a href="mailto:tbale5@neisd.net">tbale5@neisd.net</a>   | 25001 Wilderness Oak<br>78258 | 407-8200 |
| VINEYARD RANCH  | Carol Pierce      | <a href="mailto:cpierce@neisd.net">cpierce@neisd.net</a> | 16818 Huebner Road 78258      | 356-7200 |
| WALZEM          | Liz Washington    | <a href="mailto:ewashi3@neisd.net">ewashi3@neisd.net</a> | 4618 Walzem Road 78218        | 407-8400 |
| WETMORE         | Catherine Leach   | <a href="mailto:cleach@neisd.net">cleach@neisd.net</a>   | 3250 Thousand Oaks 78247      | 407-8800 |
| WILDERNESS OAK  | Elias Harrington  | <a href="mailto:eharr2@neisd.net">eharr2@neisd.net</a>   | 21019 Wilderness Oak<br>78258 | 407-9200 |
| WILSHIRE        | Stacy Deming-Gar- | <a href="mailto:sdcemin@neisd.net">sdcemin@neisd.net</a> | 6523 Cascade 78218            | 407-9400 |
| WINDCREST       | Todd Voges        | <a href="mailto:tvoges@neisd.net">tvoges@neisd.net</a>   | 465 Faircrest 78239           | 407-9600 |
| WOODSTONE       | Diadra Williams   | <a href="mailto:dwilli@neisd.net">dwilli@neisd.net</a>   | 5602 Fountainwood 78233       | 407-9800 |

STUDENT ACTIVITIES  
CONTESTS AND COMPETITION

FMF  
(LOCAL)

**UIL Activities**

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

**Athletic Program**

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholastic competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intraschool sports activities for elementary students shall be maintained as part of the physical education program.~~

**Non-UIL Activities**

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

**Overnight Trips**

~~Students involved in UIL competition above the UIL district level that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

**Definitions**

In this policy, the terms “complaint” and “grievance” shall the same meaning.

**Certain Complaints**

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below.

1. ~~Discrimination:~~ **Complaints alleging discrimination or** harassment based on race, color, religion, sex, gender, national origin, age, or disability, ~~or religion~~ shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. **Complaints concerning identification** ~~Identification~~, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the applicable procedural safeguards handbook.
8. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act (IDEA) shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints related to the issuance of Criminal Trespass Warnings are excluded.
15. Complaints related to reports to Child or Adult Protective Services made pursuant to the requirements of Section 261.101 of the Texas Family Code are excluded.
16. Complaints related to program changes or boundary changes from one school to another school within the District are excluded.
17. Complaints concerning on-campus distribution of nonschool materials to students shall be submitted in accordance with FNAA.
18. Complaints where the relief sought by the grievant has already been granted at a prior administrative level or through an informal conference are excluded.
19. Complaints where the grievant fails to state specific relief sought that applies to the grievant directly, or that cannot be granted by the hearing officer, are excluded.
20. Complaints related to administrative transfers including, but not limited to, school choice decisions are excluded.
21. Complaints related to residential and enrollment eligibilities are excluded.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 [calendar](#) days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Notice to Students and Parents**

The District shall inform students and parents of this policy through appropriate District publications.

**Guiding Principles**

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

|                                 |  |
|---------------------------------|--|
| Informal Process                | Although encouraged, an informal conference with the principal or other appropriate administrator is not required prior to filing a complaint under this policy, and does not stop, pause, or toll the timelines set forth in this policy. The timeline included herein apply regardless of the conduct or results of an informal conference.  |
| Formal Process                  | <p>A student or parent may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, students and parents are encouraged to seek resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p> <p>Announcement of a decision in the student’s or parent’s presence shall constitute communication of the decision.</p> <p>In the event that the remedy or remedies sought by a student or parent in the grievance are granted at one level, the student or parent shall not be permitted to appeal that issue further because the requested relief shall have been given to the student or parent. Any attempt to appeal a remedy granted in full to a student or parent shall be immediately dismissed.</p> |
| <b>Freedom from Retaliation</b> | Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint under this policy.  |
| <b>General Provisions</b>       | Level One grievances shall be filed directly with the principal of the campus.   |
| Person with Whom to File        | Level Two and Three grievances, should they be necessary, shall be filed directly to the office of the Executive Director of Student Support Services, 8961 Tesoro Drive, Suite 306, San Antonio, Texas 8217.  |
|                                 | Level Four grievances shall be filed directly to the office of the Superintendent of Schools, 8961 Tesoro Drive, Suite 602, San Antonio, Texas 78217.  |
|                                 | Failure to file a grievance with the appropriate District official listed above shall not constitute proper filing, and the applicable timeline for appropriate filing shall continue to run and not be tolled in any way. Should a grievant not file with the appropriate District official as set forth in this policy, and the timeline expires, any subsequent filing of the grievance shall be considered untimely.   |

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
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|                             |   |
|-----------------------------|---|
| Filing and Written Response | <p>Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative.</p> <p>The written response may be picked up by the complainant or delivered by electronic communication, including email and fax, or U.S. certified mail. If the student or parent elects to pick up the written response, it shall be considered delivered on the date it is available for pick up regardless of whether the student or parent picks it up or not. Filings submitted by electronic communication shall be timely sent by the end of the deadline day, as indicated by the date/time shown on the electronic communication. Certified mail responses shall be considered timely if they are postmarked on or before the end of the deadline day. In cases of certified mail, it is the responsibility of the recipient to obtain the mailing upon notice from the postal service that a certified mail is available. Failure to do so shall not toll the timelines in this policy.</p> |
| Days                        | <p>“Days” shall mean District business days, <a href="#">unless otherwise noted</a>. In calculating timelines under this policy, the day a document is filed or delivered is “day zero.” The following business day is “day one.”</p>   |
| Representative              | <p>“Representative” shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three day’s notice to the District before a scheduled conference, the District may reschedule the conference to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>  |
| Consolidating Complaints    | <p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>   |

STUDENT RIGHTS AND RESPONSIBILITIES  
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Untimely Filings All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process.

Costs Incurred Each party shall pay its own costs incurred in the course of the complaint.

**Level One** A student or parent who has a complaint that cannot be resolved in an informal conference shall request a Level One conference with the principal within ten days of the time the student or parent knew, or should have known, of the event or series of events causing the complaint. The principal shall schedule a conference with the student or parent within ten days of the request. In order to initiate this process, the student or parent must provide the principal, in writing in the format provided by the District, the complaint and relief sought. [See FNG(EXHIBIT)] If necessary, the principal may assist the student or parent in completing the required form. All documentary evidence relied upon by the student or parent must be provided to the principal at the conference. The principal shall have ten days following the conference within which to respond in writing, except where there are extenuating circumstances that prevent the principal from doing so.

**Level Two** If the outcome of the conference with the principal is not to the student's or parent's satisfaction or the time for a response has expired, the student or parent may request a Level Two conference by submitting a written request to the executive director of student support services. The request must be in writing in the format provided by the District and must be filed within ten days. [See Filing and Written Response above.] [See FNG(EXHIBIT)]

The request must include the student's or parent's signed statement of the complaint, a copy of the Level One complaint, any supporting evidence, documentation or other evidence presented at Level One, and a copy of the principal's response.

A designated executive director or director shall schedule the conference within ten days after receiving the request. The designated executive director or director shall prepare a written response to the student or parent within ten days after the conference.

No new complaints or claims for relief may be raised at Level Two. Only documentary evidence contained in the complete Level One record may be considered at Level Two, except in cases where the principal considered additional documentation at Level One in connection with the preparation of the written response. The student or parent may submit additional documentation, but only to the extent

such documentation directly responds to what the principal considered at Level One.

### **Level Three**

If the outcome of the conference with the executive director or director is not to the student's or parent's satisfaction or the time for a response has expired, the student or parent may request a Level Three conference by submitting a written request to the executive director of student support services. The request must be in writing in the format provided by the District and must be filed within ten days. [See Filing and Written Response above] [See FNG(EXHIBIT)]

The request shall include the Level Three complaint request form, a copy of the Level One and Two complaint form, the Level One and Two decisions, and any supporting evidence or documents submitted at the prior levels.

The Superintendent or designee shall schedule the conference within ten days after receiving the request. After the conference, the Superintendent or designee shall make and communicate a decision in writing. There is no time limit set for the Superintendent or designee response at Level Three.

No new complaints or claims for relief may be raised at Level Three. Only documentary evidence contained in the Level One and Two record may be considered at Level Three, except in cases where the principal considered additional documentation at Level One in connection with the preparation of the written response and the student or parent submitted additional documentation, but only to the extent such documentation directly responds to what the principal considered at Level One.

Nothing in the above sections pertaining to Levels One, Two, or Three shall prevent the presiding officer hearing the grievance from conducting any investigation into the allegations raised in the grievance that he or she deems necessary.

### **Level Four**

If the outcome of the conference with the Superintendent or designee is not to the student's or parent's satisfaction, the student or parent may submit a written request, in the format provided by the District, to the Superintendent within ten days to place the matter on the agenda of a future Board meeting. [See Filing and Written Response above.] [See FNG(EXHIBIT)]

The Superintendent shall inform the student or parent of the date, time, and place of the meeting. There is no time limit set for the Board.

The presiding officer shall establish a reasonable time limit for complaint presentations. The District shall make an audiotape record of the Level Four proceeding before the Board. The Board shall

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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hear the complaint and shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. No new evidence, claims, or complaints may be presented at this level.

Closed Meeting

If the complaint involves concerns or charges regarding an employee, it shall be heard by the Board in closed meeting, unless the employee to whom the complaint pertains requests that it be heard in public.

## Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

### Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below or excluded. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.
3. Complaints where the relief sought by the grievant has already been granted at a prior administrative level or through informal conference or other similar means.
4. Complaints where the grievant fails to state specific relief sought that applies to the grievant directly, or that cannot be granted by the presiding officer or the Board.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 [calendar](#) days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

## Guiding Principles

### Informal Process

The Board encourages the public to discuss concerns and complaints through informal conferences with the appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadline in this policy, except by mutual written consent.

Engagement in the informal process, while encouraged, is not required prior to filing a complaint under this policy and shall not stop, pause, or toll the time lines for filing a complaint under this policy. The time lines in this policy shall apply regardless of the conduct or results of any formal conference.

### Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual’s absence.

Response

At Levels One and Two, “response” shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication, including email or fax, or sent by U.S. Mail to the individual’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

“Days” shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

Representative

“Representative” shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days’ notice to the District before a scheduled hearing, the District may reschedule the hearing to a later date, if desired, in order to include the District’s

counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All timelines shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint Form

Complaints under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refileing is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within ten days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, then the complaint shall not be considered timely filed, and the applicable timeline for filing shall continue to run and not be tolled in any

way. Should a complainant not file with the appropriate District administrator, and the timeline expires, any subsequent filing of the complainant shall be considered untimely.

The appropriate administrator shall investigate as necessary and hold a hearing with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the hearing.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the hearing. The written response shall set forth the basis of the decision.

## **Level Two**

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a hearing within ten days after the appeal notice is filed. The hearing shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the hearing. The written re-

sponse shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two hearing, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

### **Level Three**

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall

hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

# Vantage Points

## A Board Member's Guide to Update 115

**Please note:** *Vantage Points* is an executive summary, prepared specifically for board members, of the local policies included in the update. The topic-by-topic outline and brief descriptions focus on key issues to help local officials understand changes found in the policies.

**The description of local policy changes in *Vantage Points* is highly summarized. Please pay careful attention to the more detailed, district-specific Explanatory Notes and the policies in your localized update packet.**

For questions, contact Policy Service at [policy.service@tasb.org](mailto:policy.service@tasb.org), call us at 800-580-7529, or visit our website at [policy.tasb.org](http://policy.tasb.org).

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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Update 115 focuses on updating and reorganizing several policies in the FFE series of the policy manual addressing student welfare. FFEA continues to focus on counseling, and a new code, FFEB, focuses on mental health provisions.

Several policies have been revised to incorporate the new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

In addition to these changes, Update 115 includes several other policies affected by legislation from the 86th Legislative Session that were not included in Update 114 and incorporates numerous changes from revised Administrative Code rules.

**We strongly encourage you to review the Explanatory Notes contained in your district's update packet for information specific to your local policies and background on changes to the legal policies. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

## **Section B—Local Governance**

### **Board Policy**

A revision to **BF(LOCAL)** addressing board policy adoption clarifies that a district's legally referenced policies are not adopted by the board. The (LEGAL) policies provide information on current law and context for the district's (LOCAL) policies.

## **Section D—Personnel**

### **Compensation and Benefits**

For districts that provide paid vacation and holiday benefits, recommended revisions to **DED(LOCAL)** address the board's authorization of these programs, including which employees are eligible for the benefits. Administrative procedures are recommended to address the details of these programs to promote consistent, effective implementation and prevent conflict between policy and administrative procedures.

### **Discrimination, Harassment, and Retaliation**

Revisions to **DIA(LOCAL)** incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Other revisions address the new Title IX regulations and:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;

- Indicate that the district will follow the district’s existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and
- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

**Section E—  
Instruction**

**Academic  
Achievement**

Revised Administrative Code rules prompted revisions to **EI(LOCAL)** on academic achievement. Provisions on partial credit reflect new terminology from the rules regarding awarding of credit proportionately when a student receives a passing grade in “half” of a course, rather than per “semester.”

To provide flexibility, Policy Service recommends deletion of the statement in most districts’ policies that a student shall be required to retake only the portion of the course with a failing grade. There are various methods for a student to earn credit for the failed part of a course, and board policy is not required to specify which particular method may be used.

For those districts that did not have existing provisions on awarding course credit proportionately to a student who successfully completes only half a course, provisions have been recommended for the district’s consideration. **This is optional text; contact the district’s policy consultant if the district does not wish to include it.**

Some districts’ local policies included provisions on late enrollment or withdrawal of mobile students. To avoid conflict with new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care, which are addressed in **FD(LOCAL)**, below, Policy Service recommends deleting these provisions from **EI(LOCAL)**. Any specific practices in this area will need to align with the new rules and could be included in administrative procedures.

## **Section F— Students**

### **Admissions**

As mentioned above, recommended changes to **FD(LOCAL)** on admissions are based on new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care. The rules require districts to adopt local policy to assist with awarding credit to these students for a course that was earned prior to the student enrolling in or transferring to the district.

### **Attendance Accounting**

Recommended revisions to **FEB(LOCAL)** on attendance accounting are to address amended Administrative Code rules. The rules remove the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended policy text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

### **Child Abuse and Neglect**

**FFG(LOCAL)** on child abuse and neglect has been significantly revised to comply with amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of children that must be included in the district improvement plan and the student handbook.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from **FFG(EXHIBIT)** into the local policy and recommend deletion of the exhibit.

### **Discrimination, Harassment, and Retaliation**

Revisions to **FFH(LOCAL)** address the new Title IX regulations and are similar to those made at **DIA(LOCAL)**, above. The **FFH(LOCAL)** revisions:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;
- Indicate that the district will follow the district's existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and

- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

Provisions in **FB(LOCAL)** on the district’s Title IX coordinator for students have been updated to include required language from the new Title IX regulations. Corresponding wording changes were also made to the ADA/Section 504 coordinator text.

**Student and Parent Complaints**

**FNG(LOCAL)** on grievances by students and parents includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined. In addition, we have reordered the list of protected characteristics at Other Complaint Processes, item 1, to align with revisions at FFH(LOCAL) above.

**Section G—Community and Governmental Relations**

**Public Complaints**

As with FNG(LOCAL), above, **GF(LOCAL)** on complaints by members of the public includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined.

**Miscellaneous Deletions**

Several local policies focusing on administrative details are recommended for deletion for those districts that had them. Board-adopted policy is not required on these topics.

- BDF(LOCAL)—citizen advisory committees
- DMD(LOCAL)—professional meetings
- FMF(LOCAL)—student contests and competitions

*A message from TASB Governmental Relations*

### **TASB Advocates for Public Schools**

It's a given that state and federal legislation influences school district policy and practice. But did you know that school board members can influence legislation?

- As a private citizen who serves the public, [your voice has weight with legislators](#).<sup>1</sup>
- By [engaging with TASB](#)<sup>2</sup> you can influence the TASB Advocacy Agenda by participating in our grassroots meetings, attending Delegate Assembly, serving on the TASB Legislative Advisory Council, and more.

If you have questions about TASB's advocacy efforts and programs, contact [TASB Governmental Relations](#)<sup>3</sup> at 800-580-4885 or [Dax.Gonzalez@tasb.org](mailto:Dax.Gonzalez@tasb.org).

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<sup>1</sup> Working with Legislators: <https://www.tasb.org/trustees/champion-your-district/working-with-legislators.aspx>

<sup>2</sup> Engage with TASB: <https://www.tasb.org/trustees/champion-your-district/engage-with-tasb.aspx>

<sup>3</sup> TASB Governmental Relations: <https://gr.tasb.org>



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Anthony Jarrett,  
Jennifer Gutierrez, Executive  
Director, Elementary Curriculum  
and Instruction

Subject: 2020-2021 Kindergarten  
Reading Instrument Waiver

Related Page(s):

## ACTION ITEM

### BACKGROUND INFORMATION

TEC, §28.006(b) requires the commissioner to adopt a multidimensional assessment tool that includes a reading instrument and tests at least three developmental skills, including literacy, for use in diagnosing the reading development and comprehension of kindergarten students. The commissioner has adopted the following:

- The commissioner has adopted Texas Kindergarten Early Assessment - **TX-KEA**
- The commissioner has approved **mCLASS Texas Edition** (Amplify) as the alternative reading instrument.

LEAs are required to use one of these reading diagnostic instruments. However, because of disruptions to the 2019-2020 school year and possible disruptions to the 2020-2021 school year resulting from COVID-19, districts may request a waiver in order to use another instrument. The instrument must be approved by the local District Board of Trustees and should best meet student needs in the 2020-2021 school year. A waiver of the requirement to use an adopted instrument will only be approved for one year and will not be waived in the 2021-2022 school year and beyond.

The C&I department was committed and ready to administer the TX-KEA assessment. The information provided by Children's Learning Institute (CLI) about TX-KEA has been slowly released, inconsistent, and difficult to understand. For us to implement this assessment we would need to have trained our Castle Hills teachers on the various components and requirements prior to school starting. This was not possible because we did not receive the information from CLI in a timely manner and the current interface and integration of student rosters has to be manually. Lastly, we are concerned about having all of our NEISD kindergarten teachers learn a new platform as they are preparing for the phase-in plan and teaching virtually.

### ADMINISTRATIVE RECOMMENDATION

Administrative staff recommends that the Board of Trustees grant administrative staff permission to submit a one-year waiver on behalf of the district to TEA. This waiver will allow us to use MAP Growth Reading in lieu of the instruments approved by the Commissioner.

### BOARD ACTION REQUIRED



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance & Accounting

Subject: Adoption of 2020-2021  
Tax Rates

Related Page(s): Attachments

## ACTION ITEM

### **BACKGROUND INFORMATION**

As a taxing unit authorized to pay both Maintenance and Operations (M&O) and Debt Service expenditures with property taxes, the District must adopt its rate in two separate components: one for M&O and one for Debt Service.

The “Notice of Public Meeting to Discuss Budget and Proposed Tax Rate” was published on June 11, 2020. The proposed tax rate in the notice reflected a total tax rate, to include M&O and Debt Service, of \$1.2714. The tax rates being adopted by the Board must each be less than or equal to the rates published in the notice.

### **ADMINISTRATIVE CONSIDERATION**

The following options for tax rates per \$100 of valuation are proposed for the Board’s consideration to fund the 2020 - 2021 operations budget and to pay principal and interest on outstanding bonds:

|                                   | <u>Option 1</u> | <u>Option 2</u> |
|-----------------------------------|-----------------|-----------------|
| Maintenance & Operations Tax Rate | \$0.9634        | \$0.9534        |
| Interest & Sinking Tax Rate       | \$0.3050        | \$0.3050        |
| Total Tax Rate                    | \$1.2684        | \$1.2584        |

In order to select and adopt Option 1, passage requires unanimous Board approval. If the Board selects and adopts Option 2, passage requires only a simple majority. If the result of a vote on Option 1 is not unanimous, the Board must then vote Option 2.

### **BUDGETARY CONSIDERATION**

No budgetary consideration required.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the North East Independent School District Board of Trustees select Option 1 and adopt the attached ordinance levying the Maintenance & Operations and Interest & Sinking (“Debt Service”) taxes for the 2020-2021 year.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**

**AN ORDINANCE FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES FOR THE NORTH EAST INDEPENDENT SCHOOL DISTRICT FOR THE YEAR 2020 - 2021 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF:**

Whereas, the Board of Trustees of North East Independent School District finds for carrying out the duties and responsibilities placed upon the district by law, for the tax year 2020 taxes must be levied to provide the revenue requirements of the budget for the ensuing year and;

Whereas, the Board of Trustees of North East Independent School District further finds all things prerequisite to the passing of this ordinance, including all notices of hearings, consideration of budget and all other things have been done and performed; and

Whereas, the Board of Trustees of North East Independent School District further finds the taxes for the year 2020, hereinafter levied are necessary to pay all lawful expenses of the district and to carry out the duties and obligations placed upon said school district by law (and to provide the required sinking fund on outstanding bonds of the school district during the ensuing year):

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT:

SECTION 1. For the further maintenance of public schools in this school district (and to pay the principal and interest on outstanding bonds of the district falling due) during the ensuing year, and for all other lawful purposes, there is hereby levied and ordered to be assessed and collected for the tax year 2020, and for each year thereafter until it be otherwise provided and ordained, on all property situated within the boundaries of this school district, and not exempt from taxation by valid laws, an ad valorem tax made up of two components:

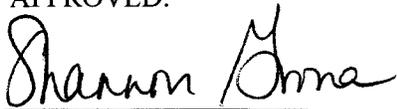
|  |                 |
|--|-----------------|
| Maintenance & Operation (General Operating Fund) | \$0.9634        |
| Interest & Sinking (Debt Service Fund)           | <u>0.3050</u>   |
| Total Tax Rate:                                  | <u>\$1.2684</u> |

The Maintenance and Operation (General Operating Fund) tax rate of \$0.9634 will be used for maintenance and operations and the Interest & Sinking (Debt Service Fund) tax rate of \$0.305 will be used to pay principal and interest on outstanding bonds and related executed credit agreements. The tax rate will be assessed per one hundred dollars (\$100) valuation of such property.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE & OPERATIONS THAN LSAT YEAR'S TAX RATE. THE TAX RATE WILL BE EFFECTIVELY RAISE BY 1.13% AND WILL RAISE TAXES FOR MAINTENANCE & OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$7.**

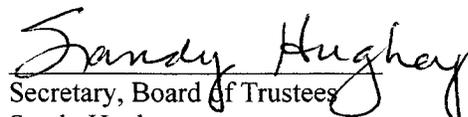
SECTION 2. This ordinance shall become effective from and after its passage. At a meeting of the Board of Trustees of the North East Independent School District on September 14, 2020, a quorum was present, and the trustees voted unanimously to adopt this ordinance.

APPROVED:



President, Board of Trustees  
Shannon Grona

APPROVED:



Secretary, Board of Trustees  
Sandy Hughey

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**

**AN ORDINANCE FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES FOR THE NORTH EAST INDEPENDENT SCHOOL DISTRICT FOR THE YEAR 2020 - 2021 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF:**

Whereas, the Board of Trustees of North East Independent School District finds for carrying out the duties and responsibilities placed upon the district by law, for the tax year 2020 taxes must be levied to provide the revenue requirements of the budget for the ensuing year; and

Whereas, the Board of Trustees of North East Independent School District further finds all things prerequisite to the passing of this ordinance, including all notices of hearings, consideration of budget and all other things have been done and performed; and

Whereas, the Board of Trustees of North East Independent School District further finds the taxes for the year 2020, hereinafter levied are necessary to pay all lawful expenses of the district and to carry out the duties and obligations placed upon said school district by law (and to provide the required sinking fund on outstanding bonds of the school district during the ensuing year):

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT:

SECTION 1. For the further maintenance of public schools in this school district (and to pay the principal and interest on outstanding bonds of the district falling due) during the ensuing year, and for all other lawful purposes, there is hereby levied and ordered to be assessed and collected for the tax year 2020, and for each year thereafter until it be otherwise provided and ordained, on all property situated within the boundaries of this school district, and not exempt from taxation by valid laws, an ad valorem tax made up of two components:

|   |                 |
|---|-----------------|
| Maintenance & Operations (General Operating Fund) | \$0.9534        |
| Interest & Sinking (Debt Service Fund)            | <u>0.3050</u>   |
| Total Tax Rate:                                   | <u>\$1.2584</u> |

The Maintenance and Operations (General Operating Fund) Tax Rate of \$0.9534 will be used for maintenance and operations and the Interest & Sinking (Debt Service Fund) Tax Rate of \$0.3050 will be used to pay principal and interest on outstanding bonds and related executed credit agreements. The tax rate will be assessed per one hundred dollars (\$100) valuation of such property.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE & OPERATIONS THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL BE EFFECTIVELY RAISED BY 0.08% AND WILL RAISE TAXES FOR MAINTENANCE & OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$17.**

SECTION 2. This ordinance shall become effective from and after its passage. At a meeting of the Board of Trustees of the North East Independent School District on September 14, 2020, a quorum was present and a majority of the trustees voted to adopt this ordinance.

APPROVED:

APPROVED:

\_\_\_\_\_  
 President, Board of Trustees  
 Shannon Grona

\_\_\_\_\_  
 Secretary, Board of Trustees  
 Sandy Hughey



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance & Accounting

Subject: No-New-Revenue &  
Voter-Approval Tax  
Rates

Related Page(s): Attachments

### ACTION ITEM

#### **BACKGROUND INFORMATION**

Albert Uresti, Tax Assessor-Collector for Bexar County, has calculated the no-new-revenue tax rate (formerly called the effective tax rate) and the voter-approval tax rate (formerly called the rollback tax rate) for the District for tax year 2020. Section 26.04 of the Property Tax Code requires that the no-new-revenue tax rate and the voter-approval tax rate be submitted to the Board of Trustees.

#### **ADMINISTRATIVE CONSIDERATION**

This is an annual agenda item done by taxing entities. Although the District contracts with Moak, Casey & Associates for computation of no-new-revenue and voter-approval tax rates for the annual Notice of Public Meeting, the Tax Assessor-Collector is required to perform the final computations and submit them to the District. Moak, Casey & Associates concurs with the Tax Assessor-Collector's computations. If the Board adopts a total tax rate of \$1.2684, the no-new-revenue tax rate will be \$1.271970 and the voter-approval tax rate will be \$1.268400. If the Board adopts a total tax rate of \$1.2584, the no-new-revenue tax rate will be \$1.271970 and the voter-approval tax rate will be \$1.258400.

#### **BUDGETARY CONSIDERATION**

No budgetary consideration required.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees accept the tax rate computations for tax year 2020 for the North East Independent School District.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

## 2020 Property Tax Rates in North East Independent School District

The following presents information about three tax rates. Last year's tax rate is the actual rate the school district used to determine property taxes last year. This year's no-new-revenue tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's voter-approval tax rate is the highest tax rate the school district can set before it must hold a tax ratification election. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustment as required by state law. The rates are given per \$100 of property value.

### **Last year's tax rate:**

|  |                  |
|--|------------------|
| Last year's maintenance and operation tax rate | \$0.970000/\$100 |
| Last year's debt rate                          | \$0.320000/\$100 |
| Last year's total tax rate                     | \$1.290000/\$100 |

**This year's no-new-revenue tax rate:** \$1.279170/\$100

### **This year's voter-approval tax rate:**

|   |                  |
|---|------------------|
| This year's voter-approval maintenance and operation tax rate | \$0.963400/\$100 |
| This year's debt rate   | \$0.305000/\$100 |
| This year's voter-approval tax rate                           | \$1.268400/\$100 |

## 2020 Property Tax Rates in North East Independent School District

The following presents information about three tax rates. Last year's tax rate is the actual rate the school district used to determine property taxes last year. This year's no-new-revenue tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's voter-approval tax rate is the highest tax rate the school district can set before it must hold a tax ratification election. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustment as required by state law. The rates are given per \$100 of property value.

### **Last year's tax rate:**

|  |                  |
|--|------------------|
| Last year's maintenance and operation tax rate | \$0.970000/\$100 |
| Last year's debt rate                          | \$0.320000/\$100 |
| Last year's total tax rate                     | \$1.290000/\$100 |

**This year's no-new-revenue tax rate:** \$1.279170/\$100

### **This year's voter-approval tax rate:**

|   |                  |
|---|------------------|
| This year's voter-approval maintenance and operation tax rate | \$0.953400/\$100 |
| This year's debt rate   | \$0.305000/\$100 |
| This year's voter-approval tax rate                           | \$1.258400/\$100 |



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance & Accounting

Subject: Defeasance and Calling for  
Redemption Certain Currently  
Outstanding Obligations  
Designated as "North East  
Independent School District  
Variable Rate Unlimited Tax  
School Building Bonds, Series  
2013B"

Related Page(s): Resolution

### ACTION ITEM

#### **BACKGROUND INFORMATION**

A resolution by the Board of Trustees of the North East Independent School District providing for the defeasance and calling for redemption certain currently outstanding obligations designated as "North East Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2013B"; directing that authorized District officials effectuate the redemption of these obligations; and other matters in connection therewith.

District administration is recommending the Board approve an Interest & Sinking (I&S) tax rate of \$0.305. The I&S tax rate discussed at the public hearing in June was based on property value estimates as of April. July's certified property values were slightly higher than April's estimate, resulting in projected "excess collections" of I&S taxes. In order to adopt an I&S rate of \$0.305, the Board of Trustees must resolve to use the excess collections to pay down outstanding debt principal. This resolution authorizes the District to do so.

#### **ADMINISTRATIVE CONSIDERATION**

The order delegates to certain District officials the ability to enact the call and redemption of certain outstanding bonds and to approve various documents and closing certificates with respect to the bonds. Hilltop Securities, Inc., as the District's financial advisor, and Norton Rose Fulbright US LLP, as the District's bond counsel, will coordinate the administrative aspects for the transaction.

#### **BUDGETARY CONSIDERATION**

All fees will be paid from the issuance of Bonds.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees adopt the resolution authorizing the redemption certain outstanding obligations of the District.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**A RESOLUTION BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT PROVIDING FOR THE DEFEASANCE AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING OBLIGATIONS DESIGNATED AS "NORTH EAST INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2013B"; DIRECTING THAT AUTHORIZED DISTRICT OFFICIALS EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS; AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Board of Trustees (the *Board*) of the North East Independent School District (the *District*) previously adopted an order (the *Order*) on June 3, 2013, as amended, authorizing the issuance of obligations designated as "North East Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2013B", dated June 15, 2013, in the original principal amount of \$73,795,000 (the *Obligations*); and

WHEREAS, the Obligations are currently outstanding in the principal amount of \$42,825,000 and mature on August 1, 2040; and

WHEREAS, the Obligations are subject to redemption on August 1, 2021 (the *Redemption Date*), at the option of the District; and

WHEREAS, the Order provides the notice requirements to effectuate the redemption of the Obligations; and

WHEREAS, it is in the best interest of the District and the citizens of the District to redeem a portion of the Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the District's aggregate debt service requirements in the years subsequent to the redemption date; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: A portion of the Obligations in a principal amount not less than \$2,990,000 (but to include such additional amounts due to availability of funds, as hereinafter described) eligible to be redeemed on their respective Redemption Date, is hereby called for redemption and shall be redeemed on such Redemption Date (the *Redeemed Obligations*). The Board hereby authorizes and directs the Associate Superintendent for Business Services/Chief Financial Officer or Executive Director of Finance and Accounting to ultimately determine the principal amount of Obligations to be redeemed on the basis of the availability of funds for such purpose by the funding deadline hereinbefore described; provided, however, that in no case shall the principal amount of Obligations be less than \$2,990,000. This notice of redemption is irrevocable upon adoption of this resolution (the *Redemption Resolution*) by the Board. The form of the Notice of Redemption for the Obligations shall be prepared and delivered in the form required by the Order. As directed by an Authorized Official (as hereinafter defined), the District shall transfer on or before the designated Redemption Date its lawfully available funds to the paying agent/registrar for the Redeemed Obligations to effectuate the redemption. Alternatively, the District may transfer its

lawfully available funds to an escrow agent in an amount sufficient (when combined with investment earnings on such initial deposit) to pay all costs of interest due and owing on the Redeemed Obligations from the time of such deposit through the Redemption Date, plus the principal amount of such Redeemed Obligations due and owing at such time of redemption. Upon the making of such deposit, the Redeemed Obligations will be determined to have been defeased and, as a result, discharged and no longer considered outstanding as an obligation of the District in accordance with applicable Texas law.

SECTION 2: The President, Vice President, or Secretary of the Board, the District's Superintendent of Schools, the Associate Superintendent for Business Services/Chief Financial Officer and the District's Executive Director of Finance and Accounting (each of the foregoing, an *Authorized Official*) are each authorized and instructed to give notice of redemption described herein to the paying agent/registrar for the Obligations, called for early redemption as provided in the Order.

SECTION 3: Each Authorized Official is authorized to evidence adoption of this Redemption Resolution and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent and purpose hereof, including the selection of an escrow agent and verification agent and execution of an escrow agreement.

SECTION 4: The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District's Bond Counsel, the District's Financial Advisor, the paying agent/registrar for the Obligations, respectively, and any other party whose services have been determined by the District to be necessary to accomplish the purpose and intent of this Redemption Resolution, including any escrow agent or verification agent, if applicable.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Redemption Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 6: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Redemption Resolution are hereby repealed to the extent of such conflict, and the provisions of this Redemption Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Redemption Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8: If any provision of this Redemption Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Redemption Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Redemption Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Redemption Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

Redemption Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Board hereby delegates to the Superintendent of Schools, the Associate Superintendent for Business Services/Chief Financial Officer and the District's Executive Director of Finance and Accounting the authority to independently select the counterparty to any agreement with an escrow agent, verification agent or any other contract that is determined by the Superintendent of Schools, the Associate Superintendent for Business Services/Chief Financial Officer and the District's Executive Director of Finance and Accounting, the District's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Redemption Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the *Ancillary Bond Contracts*); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 11: This Redemption Resolution shall be in force and effect from and after its final passage, and it is so resolved.

\* \* \* \*

PASSED AND APPROVED, this the 14th day of September, 2020.

NORTH EAST INDEPENDENT  
SCHOOL DISTRICT



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President, Board of Trustees

ATTEST:



Secretary, Board of Trustees

(DISTRICT SEAL)

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## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance & Accounting

Subject: Consideration and approval of an order authorizing the issuance of "North East Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020"

Related Page(s): Draft Bond Order

### ACTION ITEM

#### **BACKGROUND INFORMATION**

Consideration and approval of an order authorizing the issuance of "North East Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020" in one or more series; levying a continuing direct annual ad valorem tax for the payment of the Bonds; delegating the authority to certain members of the Board of Trustees and District staff to approve and execute certain documents relating to the sale of the Bonds; and other matters in connection therewith.

#### **ADMINISTRATIVE CONSIDERATION**

The order delegates to certain District officials and employees the ability to sell the Bonds and approve various documents and closing certificates with respect to the Bonds. Hilltop Securities Inc., as the District's financial advisor, and Norton Rose Fulbright US LLP, as the District's bond counsel, will coordinate the administrative aspects for the issuance of the Bonds including the pricing, sale, and closing of the Bonds.

#### **BUDGETARY CONSIDERATION**

If the bonds are sold at a premium, the fees will be paid from the issuance of Bonds. If the bonds are sold at par, the fees will be paid by the Debt Service Fund.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees adopt an order authorizing the issuance of "North East Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020" in one or more series pursuant to a delegated sale as presented.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**AN ORDER AUTHORIZING THE ISSUANCE BY THE NORTH EAST INDEPENDENT SCHOOL DISTRICT OF ITS UNLIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF ONE OR MORE SERIES OF BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF ONE OR MORE SERIES OF BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF ONE OR MORE OFFICIAL STATEMENTS PERTAINING THERETO; AUTHORIZING THE EXECUTION OF ONE OR MORE PAYING AGENT/REGISTRAR AGREEMENTS, PURCHASE CONTRACTS, AND ESCROW AGREEMENTS, EACH PERTAINING TO A SERIES OF BONDS; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO APPROVE AND EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF EACH SERIES OF BONDS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (*Chapter 1207*), the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with any designated escrow agent for the District's unlimited tax bonds refunded with the proceeds of such refunding bonds and, in reliance on this authority, the District has delegated to an Authorized Official (defined herein) authority to determine, pursuant to the applicable provisions hereof, whether to issue refunding bonds hereunder for such purpose; and

WHEREAS, the Board has heretofore issued, sold, and delivered, and there is currently outstanding obligations, payable from ad valorem taxes, in the aggregate original principal amount of \$\_\_\_\_\_, being those obligations disclosed on Schedule I attached hereto and incorporated by reference for all purposes to this order (the *Refunded Obligations*); and

WHEREAS, pursuant to the provisions of Chapter 1207, the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with any designated escrow agent for the Refunded Obligations, and such deposit, when made in accordance with Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or considered to be an indebtedness of the District for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, the Chapter 1207 permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent for the Refunded Obligations which is not the depository bank of the District; and

WHEREAS, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ is the paying agent/registrar for the Refunded Obligations; and

WHEREAS, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, which is not a depository bank of the District, is hereby designated as the Escrow Agent (hereinafter defined) and as Paying Agent/Registrar (hereinafter defined) for the refunding bonds; and

WHEREAS, the Board hereby finds and determines that the Refunded Obligations are scheduled to mature, or are subject to being redeemed, not more than twenty (20) years from the date of the refunding bonds herein authorized to realize debt service savings and such refunding will result in gross savings of \$\_\_\_\_\_ and a net present value benefit of \$\_\_\_\_\_ (\_\_\_\_\_%), including the District's cash contribution of \$\_\_\_\_\_; and

WHEREAS, the Board hereby finds and determines that, pursuant to applicable Texas law, the delegation to the Authorized Officials with the authority to execute the Approval Certificate (a form of which is attached hereto as Schedule II) to approve the final terms of the Bonds as set forth in the Approval Certificate is in the best interest of the District; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the unlimited tax bonds is in the best interests of the residents of the District; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose – Dated Date. The District's bonds, to be designated "North East Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020" (the *Bonds*) are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 1207 and Chapter 1371, as amended Texas Government Code (*Chapter 1371*). The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_ to provide funds for (i) the purpose of providing funds for the discharge and final payment of the Refunded Obligations, and (ii) paying the costs and expenses of issuance of the Bonds. The Bonds shall be dated \_\_\_\_\_, 2020 (the *Dated Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1207 and Chapter 1371, each Authorized Official is hereby authorized, appointed, and designated as the official of the District authorized to individually act on behalf of the District in selling and delivering one or more series of unlimited tax refunding bonds authorized herein and carrying out the procedures specified in this Order, including approval of the following terms and provisions for each series of unlimited tax refunding bonds:

1. Whether such series of Bonds shall be issued as refunding bonds and such series shall identify and select from the Refunding Candidates of those District obligations to be included as the Refunded Obligations refunded with proceeds of such series of Bonds.

2. The style of each series of Bonds, which style indicates (with respect to each series of Bonds) the use of proceeds thereof, calendar year of issuance, and (if necessary or desired) a letter or other sequential identification indicating that multiple series of Bonds of the same or similar type have been or will be issued hereunder during a particular calendar year.

3. The aggregate principal amount of each series of Bonds, as well as the principal amount of each stated maturity within a series of Bonds.

4. The rate of interest to be borne on the principal amount of each stated maturity within a series of Bonds and the interest payment dates for such series of Bonds.

5. The Dated Date for each series of Bonds.

6. Whether such series of Bonds is sold pursuant to a competitive or negotiated sale based upon the advice of the District's financial advisor.

7. The optional, extraordinary optional, and mandatory redemption provisions applicable, if at all, to each series of Bonds.

8. The structuring of the Bonds as current interest bonds or capital appreciation bonds.

9. The selection of the senior managing underwriter and the co-managers to serve as the syndicate of underwriters selling the applicable series of Bonds, if applicable.

10. Pricing for each series of Bonds, including generation and use of reoffering premium and/or discount, determination of underwriters' compensation (if any), and applicable costs of issuance.

11. Whether or not to issue such series of Bonds on a taxable or tax-exempt basis and, if on a tax-exempt basis, to designate such series of Bonds as designated or deemed designated as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, subject to market conditions at the time of pricing and sale of such series of Bonds.

Each series of Bonds authorized by this Order shall be issued within the following parameters:

1. The combined principal amount of all series of Bonds issued hereunder shall not exceed \$251,385,000.

2. The maximum maturity of any series of Bonds authorized to be issued pursuant to this Order will be August 1, 2043.

3. The true interest rate (federal arbitrage yield) on each series of Bonds authorized to be issued pursuant to this Order shall not exceed a rate greater than 6.00% per annum.

4. A series of Bonds shall produce net present value of savings, determined on a comparative basis to the prior debt service on the Refunded Obligations then-being refunded by

the particular series of Bonds, of at least 5.00% (taking into account any District contribution and applicable costs of issuance).

5. The final series of Bonds issued hereunder must be sold not later than August 31, 2021 (though the closing of a particular series of Bonds sold in accordance with this provision may occur after August 31, 2021, so long as such closing period is determined by an Authorized Official to be of reasonable duration).

Each Authorized Official, acting for and on behalf of the District, is authorized, with respect to a series of Bonds, to complete and execute an Approval Certificate, in substantially the form attached as Schedule II hereto. The execution of the Approval Certificate shall evidence the sale date of each series of the Bonds by the District to the initial purchasers thereof. Upon execution of an Approval Certificate, Bond Counsel is authorized to complete a copy of this Order as evidence of the issuance of a series of Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for such series of Bonds, which includes (A) completion of the preamble to this Order, included deletion of those recitals that are not applicable to the particular series of Bonds then being issued, (B) selection of the appropriate terms to reflect the final transaction structure and terms of sale evidenced in an applicable Approval Certificate, (C) if applicable, completion of Schedule I with those Refunding Candidates selected as Refunded Obligations to be refunded with the proceeds a particular series of Bonds, and (D) such other necessary technical modifications to this Order (including the renumbering of sections hereof) to accommodate all other terms and provisions of this Section 1. In addition to the foregoing, each Authorized Official is authorized to execute, as the act and deed of the District and on behalf of the Board, any and all contracts, agreements, letters, and certificates, relative to any series of Bonds that may be required by this Order, as supplemented in the manner described above, or determined to be necessary or advisable in connection with an issuance of Bonds hereunder. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the particular series of Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, and as “Current Interest Bonds” (obligations paying accrued interest to the holders or owners on and at stated intervals prior to Stated Maturity or prior redemption) totaling \$\_\_\_\_\_ in principal amount and as “Premium Capital Appreciation Bonds” (obligations paying no accreted interest to the holders or owners prior to Stated Maturity) totaling \$\_\_\_\_\_ in original principal amount.

A. Current Interest Bonds. The Current Interest Bonds shall be issued as fully registered obligations, without coupons, and in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on February 1 in each of the years and in amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

|   |                                   |                               |
|---|-----------------------------------|-------------------------------|
| <u>Years of<br/>Stated Maturity (2/1)</u> | <u>Principal<br/>Amounts (\$)</u> | <u>Interest<br/>Rates (%)</u> |
|---|-----------------------------------|-------------------------------|

The Current Interest Bonds shall bear interest on the unpaid principal amounts from the [Dated Date / Closing Date (anticipated to occur on or about \_\_\_\_\_, 2020)], or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Current Interest Bonds shall be payable initially on [February/August] 1, 20\_\_, and semiannually on February 1 and August 1 in each year thereafter (each, an *Interest Payment Date*).

B. Premium Capital Appreciation Bonds. Each Premium Capital Appreciation Bond shall be issued in a Maturity Amount, being the sum of the original principal amount and accreted and compounded interest through Stated Maturity at the Stated Yield identified in the table below (being the *Accreted Value* at Stated Maturity), in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), be lettered "PCAB" and numbered consecutively from One (1) upward, and become due and payable on February 1 in each of the years set forth in the following table:

| <u>Years of Stated<br/>Maturity</u> | <u>Original Principal<br/>Amounts (\$)</u> | <u>Stated Maturity<br/>Amount (\$)</u> | <u>Stated Yields (%)*</u> |
|-------------------------------------|--|--|---------------------------|
|-------------------------------------|--|--|---------------------------|

\*based on initial premium paid

Interest on the Premium Capital Appreciation Bonds shall accrete from the Closing Date (anticipated to occur on or about \_\_\_\_\_, 2020), will compound semiannually on February 1 and August 1 in each year, commencing [February/August] 1, 20\_\_, and is payable only at Stated Maturity.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption (Current Interest Bonds only), or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the District agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying

Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The District reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the District agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Current Interest Bonds and Maturity Amount of the Premium Capital Appreciation Bonds, due and payable by reason of Stated Maturity, redemption of the Current Interest Bonds, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined), for purposes of paying interest on the Current Interest Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Current Interest Bonds, or of principal or Maturity Amount (as applicable), or at the Bonds' Stated Maturity. The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Current Interest Bonds and Maturity Amount of Premium Capital Appreciation Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Current Interest Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the *Record Date* (the fifteenth day of the month next preceding each Interest Payment Date for the Current Interest Bonds) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the 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 day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

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. Notice of the Special Record Date and of the scheduled

payment date of the past due interest (which shall be fifteen (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 Holder of a Current Interest Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. No Redemption of Premium Capital Appreciation Bonds. The Premium Capital Appreciation Bonds are not subject to redemption prior to Stated Maturity.

B. Mandatory Redemption of Term Bonds. The Current Interest Bonds stated to mature on February 1, 20\_\_ and February 1, 20\_\_ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

| Term Bonds<br>Stated to Mature<br><u>on February 1, 20</u> |                                  | Term Bonds<br>Stated to Mature<br><u>on February 1, 20</u> |                                  |
|--|----------------------------------|--|----------------------------------|
| <u>Year</u>  | <u>Principal<br/>Amount (\$)</u> | <u>Year</u>  | <u>Principal<br/>Amount (\$)</u> |

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

C. Optional Redemption of Current Interest Bonds. The Current Interest Bonds having Stated Maturities on and after February 1, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the District, on February 1, 20\_\_ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

D. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Current Interest Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the District shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Current Interest Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the District to exercise the right to redeem the Current Interest Bonds shall be entered in the minutes of the governing body of the District.

E. Selection of Bonds for Redemption. If less than all Outstanding Current Interest Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Current Interest Bonds to be redeemed, provided that if less than the entire principal amount of a Current Interest Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Current Interest Bonds Outstanding which is obtained by dividing the principal amount of such Current Interest Bond by \$5,000.

F. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Current Interest Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the District and at the District's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Current Interest Bonds, (ii) identify the Current Interest Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Current Interest Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Current Interest Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Current Interest Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Current Interest Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Current Interest Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Current Interest Bond (or the principal amount

thereof to be redeemed) called for redemption shall cease to accrue and such Current Interest Bonds shall not be deemed to be Outstanding.

G. Transfer/Exchange of Bonds. Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Current Interest Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Current Interest Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind (Current Interest Bonds or Premium Capital Appreciation Bonds), or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the District of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Premium Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Premium Capital Appreciation Bonds) as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the District to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the District by the President of the Governing Body under its seal reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the Dated Date shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as two (2) fully registered Bonds, being (i) a single fully registered Current Interest Bond in the aggregate principal amount of \$\_\_\_\_\_ with principal installments to become due and payable as provided in Section 2 hereof and numbered TR-1 and (ii) a single fully registered Premium Capital Appreciation Bond in the aggregate Maturity Amount of \$\_\_\_\_\_ with installments of such Maturity Amount to become due and payable as provided in Section 2 hereof and numbered TPCAB-1, respectively (together, the *Initial Bonds*), and the Initial Bonds shall be registered in the name of the Purchasers or the designee thereof as further described in Section 16. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts (with respect to the Current Interest Bonds) or Maturity Amounts (with respect to the Premium Capital Appreciation Bonds), and bearing applicable interest rates or stated yields, as applicable, for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the District or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

*[The remainder of this page intentionally left blank.]*

B. Form of Definitive Bonds.

REGISTERED  
NO. R- \_\_\_\_\_

REGISTERED PRINCIPAL  
AMOUNT  
\$ \_\_\_\_\_

[Current Interest Bonds]

United States of America  
State of Texas  
County of Bexar  
NORTH EAST INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND,  
TAXABLE SERIES 2020

Dated Date: \_\_\_\_\_, 2020      Stated Maturity: \_\_\_\_\_      Interest Rate: \_\_\_\_\_      CUSIP No. \_\_\_\_\_

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS

The North East Independent School District (the *District*), a body corporate and political subdivision in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above (or so much as shall not have been paid upon prior redemption) on the Stated Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the [Dated Date / Closing Date (anticipated to occur on or about \_\_\_\_\_, 2020)], or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on [February/August] 1, 20\_\_, and semiannually on [February] 1 and [August] 1 in each year thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the

Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (the *Bonds*) pursuant to an order adopted by the Governing Body of the District (the *Order*) for the purpose of providing funds for (i) the purpose of providing funds for the discharge and final payment of the Refunded Obligations, and (ii) paying the costs and expenses of issuance of the Bonds. The Bonds are issued under the Order and in conformity with the laws of the State of Texas, including Chapters 1207 and 1371, as amended, Texas Government Code. The Bonds are issued in part as “Current Interest Bonds”, which total in aggregate principal amount \$ \_\_\_\_\_, and pay accrued interest at stated intervals to the Holders, and in part as a “Premium Capital Appreciation Bonds”, which total in aggregate original principal amount \$ \_\_\_\_\_, and pay no accreted interest prior to Stated Maturity.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the District.

The Current Interest Bonds stated to mature on February 1, 20\_\_ and February 1, 20\_\_ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on the first day of February in each of the years as set forth below:

| Term Bonds<br>Stated to Mature<br>on February 1, 20__ |                                  | Term Bonds<br>Stated to Mature<br>on February 1, 20__ |                                  |
|---|----------------------------------|---|----------------------------------|
| <u>Year</u>   | <u>Principal<br/>Amount (\$)</u> | <u>Year</u>   | <u>Principal<br/>Amount (\$)</u> |

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Current Interest Bonds having Stated Maturities on and after February 1, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the District, on February 1, 20\_\_ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate or remaining principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest 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 District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* – which shall be fifteen (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 Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under its official seal.

NORTH EAST INDEPENDENT SCHOOL  
DISTRICT

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

ATTEST:

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

(DISTRICT SEAL)

*[The remainder of this page intentionally left blank.]*



C. Form of Definitive Bonds.

[Premium Capital Appreciation Bonds]

REGISTERED  
NO. PCAB- \_\_\_\_\_

REGISTERED MATURITY  
AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Bexar  
NORTH EAST INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND,  
TAXABLE SERIES 2020

Bond Date: \_\_\_\_\_, 2020      Stated Yield: \_\_\_\_\_      Stated Maturity: \_\_\_\_\_      CUSIP No.: \_\_\_\_\_

REGISTERED OWNER: \_\_\_\_\_

MATURITY AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS

The North East Independent School District (the *District*), a body corporate and political subdivision in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Maturity Amount specified above on the Stated Maturity date specified above. The Maturity Amount of this Bond represents the accretion of the original principal amount of this Bond (including the initial premium, if any, paid therefor) from the date of initial delivery of this Bond to the Purchasers thereof to its Stated Maturity and such accretion in value occurs at the above Stated Yield and compounds on [February/August] 1, 20\_\_, and semiannually thereafter on February 1 and August 1 of each year until Stated Maturity. A table of the "Accreted Values" per \$5,000 at Stated Maturity is printed on the reverse side of this Bond. The term Accreted Value, as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid therefor with interest thereon compounded semiannually from February 1 or August 1, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on February 1 or August 1) at the Stated Yield for the Stated Maturity shown above and in the Table of Accreted Value printed hereon. For any date other than February 1 or August 1, the Accreted Values of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30 day months).

The Maturity Amount of this Bond is payable at its Stated Maturity to the registered owner hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Payments of principal of and accreted and compounded interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (the *Bonds*) pursuant to an order adopted by the Governing Body of the Issuer (the *Order*) for the purpose of providing funds for (i) refunding certain maturities of the District's currently outstanding indebtedness, and (ii) paying the costs of issuing the Bonds, pursuant to the laws of the State of Texas, including Chapter 1371, as amended, Texas Government Code, and Chapter 1207, as amended, Texas Government Code. The Bonds are issued in part as "Current Interest Bonds", which total in aggregate principal amount \$ \_\_\_\_\_, and pay accrued interest at stated intervals to the Holders, and in part as a "Premium Capital Appreciation Bonds", which total in aggregate original principal amount \$ \_\_\_\_\_, and pay no accreted interest prior to Stated Maturity.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District.

As specified in the Order, the Premium Capital Appreciation Bonds are not subject to redemption prior to Stated Maturity.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity of authorized denominations, accreting interest at the same interest rate or stated yield, and of the same aggregate or remaining Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented, and declared that the District is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things

required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under its official seal.

NORTH EAST INDEPENDENT SCHOOL  
DISTRICT

---

President, Board of Trustees

ATTEST:

---

Secretary, Board of Trustees

(DISTRICT SEAL)

NOTE TO PRINTER: Print the "Table of Accreted Values" on reverse side of the Premium Capital Appreciation Bonds as called for in paragraph one.

*[The remainder of this page intentionally left blank]*

D. \*Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §  
PUBLIC ACCOUNTS §  
THE STATE OF TEXAS § 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 duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

\*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

E. \*Form of Registration Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: \_\_\_\_\_,  
\_\_\_\_\_, as Paying Agent/Registrar

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

\*NOTE TO PRINTER: Print on Definitive Bonds.

F. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

\_\_\_\_\_

*[The remainder of this page intentionally left blank.]*

G. The Initial Bonds for the Current Interest Bonds and the Premium Capital Appreciation Bonds shall be in the respective forms set forth in paragraph B of this Section, except as follows:

[Form of Initial Current Interest Bond]

Heading and first two paragraphs shall be amended to read as follows:

|                        |  |
|------------------------|--|
| REGISTERED<br>NO. TR-1 | REGISTERED PRINCIPAL<br>AMOUNT<br>\$ _____ |
|------------------------|--|

United States of America  
State of Texas  
County of Bexar  
NORTH EAST INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND, TAXABLE SERIES 2020

|             |                 |                |           |
|-------------|-----------------|----------------|-----------|
| Dated Date: | Stated Maturity | Interest Rate: | CUSIP No. |
| _____, 2020 | As Shown Below  | As Shown Below |           |

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS

The North East Independent School District (the *District*), a body corporate and political subdivision in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the first day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

| <u>Years of<br/>Stated Maturity</u> | <u>Principal<br/>Amounts (\$)</u> | <u>Interest<br/>Rates (%)</u> |
|-------------------------------------|-----------------------------------|-------------------------------|
|-------------------------------------|-----------------------------------|-------------------------------|

(Information to be inserted from schedule in Section 2A hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the [Dated Date / Closing Date (anticipated to occur on or about \_\_\_\_\_, 2020)], or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on [February/August] 1, 20\_\_, and semiannually on February 1 and August 1 in each year thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office

of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[Form of Initial Premium Capital Appreciation Bond]

Heading and first two paragraphs shall be amended to read as follows:

|                           |   |
|---------------------------|---|
| REGISTERED<br>NO. TPCAB-1 | REGISTERED MATURITY<br>AMOUNT<br>\$ _____ |
|---------------------------|---|

United States of America  
State of Texas  
County of Bexar  
NORTH EAST INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND, TAXABLE SERIES 2020

|                                  |   |  |                   |
|----------------------------------|---|--|-------------------|
| <u>Bond Date:</u><br>_____, 2020 | <u>Stated Maturity:</u><br>As Shown Below | <u>Stated Yield:</u><br>As Shown Below | <u>CUSIP No.:</u> |
|----------------------------------|---|--|-------------------|

REGISTERED OWNER: \_\_\_\_\_

MATURITY AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS

The North East Independent School District (the *District*), a body corporate and political subdivision in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the aggregate Maturity Amount stated above on the first day of February in each of the years and in installments in accordance with the following schedule:

|                                     |  |   |                               |
|-------------------------------------|--|---|-------------------------------|
| <u>Years of<br/>Stated Maturity</u> | <u>Original Principal<br/>Amounts (\$)</u> | <u>Stated Maturity<br/>Amounts (\$)</u> | <u>Stated<br/>Yields (%)*</u> |
|-------------------------------------|--|---|-------------------------------|

(Information to be inserted from schedule in Section 2B hereof).

\*based on initial premium paid

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of Stated Maturity from the Closing Date (anticipated to

be \_\_\_\_\_, 2020) to the respective years of Stated Maturity (including the initial premium, if any, paid by the Purchasers) and such accretion in values occurring at the respective Stated Yields and compounding on [February/August] 1, 20\_\_, and semiannually thereafter on each February 1 and August 1 of each year thereafter. A table of the “Accreted Values” per \$5,000 “Accreted Value” at maturity is attached to this Bond. The term Accreted Value, as used herein, means the original principal amount of this Bond plus initial premium, if any, paid therefor with interest thereon compounded semiannually to February 1 or August 1 as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on February 1 or August 1) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than February 1 or August 1, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30 day months).

The installments of the Maturity Amount of this Bond are payable in the years of Stated Maturity to the registered owner hereof, without exchange or collection charges, upon its presentation and surrender, at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or its successor (the *Paying Agent/Registrar*), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

H. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the bond insurer or the Texas Education Agency, as applicable, to appear under the following header (as applicable):

[BOND INSURANCE] or [STATEMENT OF INSURANCE] [PERMANENT SCHOOL FUND  
GUARANTEE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 39 of this Order have the meanings assigned to them in Sections 19 and 39 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Accreted Value*, as used herein with respect to the Premium Capital Appreciation Bonds, shall mean the original principal amount of a Premium Capital Appreciation Bond plus the initial premium, if any, paid therefor with interest thereon compounded semiannually from February 1 or August 1, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on February 1 or August 1), at the respective stated yields stated above therefor and, with respect to each \$5,000 Accreted Value at Stated Maturity, as set forth in the Accreted Value table appearing in Schedule III hereof. For any day other than February 1 or August 1, the Accreted Value of a Premium

Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months).

B. The term *Authorized Officials* shall mean the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, the Associate Superintendent for Business Services/Chief Financial Officer, or any successor to any of the aforementioned persons serving in the indicated capacity.

C. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

D. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, 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 issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

E. The term *Holder* or *Holder*s shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

F. The term *Interest Payment Date* shall mean the date interest is payable on the Current Interest Bonds, being initially on [February/August] 1, 20\_\_, and semiannually on February 1 and August 1 in each year thereafter, while any of the Bonds remain Outstanding.

G. The term *Order* shall mean this order adopted by the Governing Body on the date hereof.

H. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the District in accordance with the provisions of Section 22 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

I. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

J. The term *Refunding Candidates shall* mean those obligations styled:

(1) North East Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2012 dated July 1, 2012, in the original principal amount of \$180,610,000 and stated to mature on August 1 in each of the years 2023 through 2034, August 1, 2037, and August 1, 2042, in the aggregate principal amount of \$92,100,000. These obligations have been called for redemption on August 1, 2022;

(2) North East Independent School District Unlimited Tax School Building Bonds, Series 2013 dated July 1, 2013, in the original principal amount of \$58,905,000 and stated to mature on August 1 in each of the years 2024 through 2033, August 1, 2038, and August 1, 2043, in the aggregate principal amount of \$47,500,000. These obligations have been called for redemption on August 1, 2023;

(3) North East Independent School District Unlimited Tax Refunding Bonds, Series 2014A dated April 15, 2014, in the original principal amount of \$121,735,000 and stated to mature on August 1 in each of the years 2024 through 2033, in the aggregate principal amount of \$56,460,000. These obligations have been called for redemption on August 1, 2023; and

(4) North East Independent School District Unlimited Tax Refunding Bonds, Series 2014B dated November 1, 2014, in the original principal amount of \$69,925,000 and stated to mature on February 1 in each of the years 2025 through 2035, in the aggregate principal amount of \$55,325,000. These obligations have been called for redemption on February 1, 2024.

K. The term *Stated Maturity* shall mean the annual principal payments or Maturity Amounts of the Bonds, as the case may be, payable on February 1 each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund — Investments. For the purpose of paying the principal (with respect to Current Interest Bonds) or Maturity Amount (with respect to Premium Capital Appreciation Bonds) of, premium, if any, and interest on the Bonds, at the earlier of redemption (Current Interest Bonds only) or Stated Maturity, there shall be and is hereby created a special Fund to be designated “TAXABLE SERIES 2020 NORTH EAST INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS INTEREST AND SINKING FUND” (the *Bond Fund*), which Fund shall be kept and maintained at the District’s depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 16. Authorized Officials of the District are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, Maturity Amount, premium, if any, and/or interest falling due on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such

manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds. To the extent that the District receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the District will comply with the provisions of Section 46.009(d), as amended, Texas Education Code, and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the District, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes — Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest, if any, on the Current Interest Bonds received from the Purchasers of the Bonds, along with any taxes collected after the Closing Date pertaining to the Refunded Obligations, shall be deposited into the Bond Fund. In addition, any surplus proceeds from the

sale of the Bonds (which includes unspent Bond proceeds and investment income therefrom) not expended for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption (Current Interest Bonds only), transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the District.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the District and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the District and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the District or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the District shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount or Maturity Amount, as applicable, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the District may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the District, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 16: Sale of Bonds — Approval of Purchase Contract — Official Statement Approval – Use of Proceeds – District Contribution. The Bonds authorized by this Order are hereby sold by the District to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as the authorized representative of a group of underwriters at a negotiated sale (collectively, the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated \_\_\_\_\_, 20\_\_\_\_, attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes. The pricing terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the District. The Initial Bond shall be registered in the name of \_\_\_\_\_, \_\_\_\_\_. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of the Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the District contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the District. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the District's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated \_\_\_\_\_, 20\_\_\_\_, in the reoffering, sale and delivery of the Bonds to the public. The President and Secretary of the Governing Body are further authorized and directed to manually execute and deliver for and on behalf of the District copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said

officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Immediately following the delivery of the Bonds, certain proceeds of the sale along with a cash contribution, if any, from the District (less certain costs of issuance, and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement (defined herein). The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from any Authorized Official. Amounts held in the applicable interest and sinking fund for the related series of Refunded Obligations and not used as part of the District's contribution to the Escrow Fund, if any, shall be deposited into the Bond Fund and used to pay principal on the Bonds.

SECTION 17: Escrow Agreement Approval and Execution. The Escrow and Trust Agreement, dated as of August 31, 2020 (the *Agreement*), by and between the District and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Order for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the District, is hereby authorized to be executed by an Authorized Official for and on behalf of the District and as the act and deed of this Board of Trustees; and such Agreement as executed by said officials shall be deemed approved by the Board and constitute the Agreement herein approved.

Furthermore, any Authorized Official and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities, if any, referenced in the Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "NORTH EAST INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020 ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms, if any, for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series" for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Chapter 1207 this Order, and the Agreement.

SECTION 18: Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturity at the price of par and accrued interest to the date of redemption. The District shall give written notice to the paying agent that the Refunded Obligations have been called for redemption, and the District orders that such obligations are called for redemption on the redemption date specified in each respective notice of redemption, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. A copy of each notice of redemption pertaining to each series of Refunded Obligations is attached to this Order as Exhibit D and such notices are incorporated herein by reference for all purposes. The paying agent is authorized and instructed to provide notice of redemption to the holders of the respective series of Refunded

Obligations in the form and manner described in the orders authorizing the issuance of the Refunded Obligations.

Additionally, on or immediately prior to the date of the initial delivery of the Bonds to the Purchasers, an Authorized Official shall cause to be transferred any necessary funds in immediately available funds to the Escrow Agent from money on deposit in the interest and sinking fund maintained for the payment of the Refunded Obligations certain funds to accomplish the refunding of the Refunded Obligations.

SECTION 19: [Covenants to Maintain Tax — Exempt Status. / Taxable Obligations. The Bonds are not “state or local bonds” within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the Bonds is not excludable from the gross income of the holders thereof for federal income tax purposes.]

A. Definitions. When used in this Section, the following terms have the following meanings:

*Code* means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

*Computation Date* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Gross Proceeds* means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

*Investment* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Nonpurpose Investment* means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

*Rebate Amount* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Regulations* means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

*Yield of*

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and

information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) The District reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(2) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four years or more.

K. Current Refunding of the Refunded Obligations. The Bonds are issued to refund the Refunded Obligations, and the Bonds will be issued, and certain proceeds thereof used, within 90 days after the Closing Date for the redemption of the Refunded Obligations. In the issuance of the Bonds, the District has employed no "device" to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates. The District has complied with the covenants, representations, and warranties contained in the documents executed in connection with the issuance of the Refunded Obligations. Accordingly, the District expects to invest the Bond proceeds to be used to refund the Refunded Obligations without regard to Yield restrictions.

L. Elections. The District hereby directs and authorizes any Authorized Official, or any combination thereof, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

SECTION 20: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.65, the District has made application to, and received approval from, the Commissioner of Education of the State of Texas (the *Commissioner*) for the Bonds to

be guaranteed as to the payment of principal and interest thereon by the “Permanent School Fund”, created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. This constitutional provision also provides for the creation and funding of the “Available School Fund”.

A. By virtue of the approval of the Bonds being eligible for such guarantee, the District hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the District of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the District shall notify the Commissioner, in the name of the District, of (a) the District’s inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the District and deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(3) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the District would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the District fails to pay principal or interest on a guaranteed bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the District’s default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 22, the guarantee as to payment of

principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

SECTION 21: Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, any Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the District and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the District's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 22: Satisfaction of Obligation of Issuer. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or, with respect to the Current Interest Bonds, the principal amounts thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon, and, with respect to the Premium Capital Appreciation Bonds, the Maturity Amounts at Stated Maturity shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 18).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of premium (if any), and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the District, be remitted to the District against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Current Interest Bonds that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Current Interest Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Current Interest Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Current Interest Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Current Interest Bonds.

SECTION 23: Order a Contract - Amendments - Outstanding Bonds. The District acknowledges that the covenants and obligations of the District herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the written consent of Holders holding a majority in aggregate principal amount or Maturity Amount, as applicable, of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount or Maturity Amount thereof, the redemption price therefor (Current Interest Bonds only), or the rate of interest or stated yield thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount or Maturity Amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 24: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the District may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, Texas Education Code, as amended (the *Program*). In each fiscal year in which the District received funding under the existing debt allotment

program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as *Debt Subsidy Funds*), the District shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 25: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the District covenants and agrees particularly that in the event the District (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body and other officers of the District to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 26: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Governing Body, is hereby approved and authorized.

SECTION 27: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 28: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 29: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Purchasers, and the Holders.

SECTION 30: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 31: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 32: 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 33: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 34: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 35: Authorization of Paying Agent/Registrar Agreement. The Governing Body hereby finds and determines that it is in the best interest of the District to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 36: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 37: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the District or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 38: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the District or any person executing any Bond.

SECTION 39: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

“*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 that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

“*Undertaking*” means the District’s continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The District shall file annually with the MSRB (1) within six (6) months after the end of each fiscal year of the District ending in or after 20\_\_, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit E hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such financial 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 District shall file 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 financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the District’s fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District’s fiscal records and audit reports are available for public inspection during the regular business hours of the Superintendent

of Schools. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

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

C. Notice of Certain Events.

The District shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) 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 material events affecting the tax status of the Bonds, although the Bonds are issued on a taxable basis;
- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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;

(14) Appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District 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 District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers 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 District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) 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 District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit that causes the Bonds to be no longer 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 District 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 District’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 District 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 DISTRICT 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 DISTRICT, WHETHER NEGLIGENT OR WITH 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 District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

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

The provisions of this Section may be amended by the District 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 District, 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 to the date of such amendment, 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 consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of subsection B, the District shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format; Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of

obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

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 (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with Federal Securities Laws.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the District hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit G, with which the District shall follow to assure compliance with the Undertaking. The District has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the District’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the District and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 40: Book-Entry-Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The District and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit F (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the District 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 Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption (Current Interest Bonds only), or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the District to make payments of principal, premium, if any, and interest on the Bonds 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 or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the District determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the District, or such depository's agent or designee, and if the District and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

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, premium, if any, 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.

**SECTION 41: Further Procedures.** The officers and employees of the District are hereby 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 District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, the Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of

the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, 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 42: District's Consent to Provide Information and Documentation to the Texas MAC: The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the District hereby consents to and authorizes any Authorized Official, Bond Counsel to the District, and/or Financial Advisor to the District to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 43: Delegation Authorization Pursuant to HB 1295: Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to Chapter 1207 and Chapter 1371, and any other applicable law, the Board hereby delegates to the Superintendent of Schools and the Associate Superintendent for Business Services/Chief Financial Officer the authority to independently select the counterparty to the Paying Agent/Registrar Agreement, the Agreement, any agreement with any rating agency, open market securities bidding agent, verification agent, securities depository, or any other contract that is determined by such identified District official, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 44: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

*[The remainder of this page intentionally left blank.]*

PASSED AND ADOPTED, this 31st day of August, 2020.

NORTH EAST INDEPENDENT SCHOOL  
DISTRICT

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

(DISTRICT SEAL)

## INDEX OF SCHEDULES AND EXHIBITS

|              |   |  |
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| Schedule I   | - | Refunded Obligations   |
| Schedule II  | - | Approval Certificate   |
| Schedule III | - | Table of Accreted Values   |
| Exhibit A    | - | Paying Agent/Registrar Agreement                                       |
| Exhibit B    | - | Purchase Contract  |
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| Exhibit F    | - | DTC Letter of Representations  |
| Exhibit G    | - | General Policies and Procedures Concerning Compliance<br>with the Rule |

**SCHEDULE I**

Refunded Obligations

[To be completed using the applicable Section 9 Refunding Candidates upon pricing of the respective series of Bonds]

**SCHEDULE II**

Approval Certificate

See Tab No. \_

**SCHEDULE III**

Table of Accreted Values

**EXHIBIT A**

Paying Agent/Registrar Agreement

See Tab No. \_

**EXHIBIT B**

Purchase Contract

See Tab No. \_

**EXHIBIT C**

Escrow Agreement

See Tab No. \_

**EXHIBIT D**

Notices of Redemption

See Tab No. \_

## **EXHIBIT E**

### Description of Annual Financial Information

The following information is referred to in Section 39 of this Order.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

2. [Tables 1 through 6 and 8 through 13 of the Official Statement and in Appendix B attached to the Official Statement.]

#### **Accounting Principles**

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

**EXHIBIT F**

DTC Letter of Representations

See Tab No. \_

## EXHIBIT G

### General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 9 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District’s compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 39 of the Order, which provisions are a part of the Undertaking.

IV. The District is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District’s obligations under the Rule, the advice from and discussions with the District’s internal senior staff (including staff charged with administering the District’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

(a) The Superintendent of Schools or the Associate Superintendent for Business Services/Chief Financial Officer (the *Compliance Officer*) shall be responsible for satisfying the District’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

(b) the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District’s information of the type described in Section 39 of the Order;

(c) the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 39 of the Order;

(d) the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses (a) and (b) above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

(e) the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the Issuer, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;

(f) upon identification of any Financial Obligation meeting the materiality standard identified in Clause (e) above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

(g) the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and

VI. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District’s internal staff identified by the Compliance Officer to assist with the District’s satisfaction of the terms and provisions of the Undertaking.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance and Accounting

Subject: Certified Appraisal Roll

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

As required by Section 26.04(b) of the Tax Code, the Chief Appraiser of the Bexar Appraisal District has certified and the Appraisal Review board has approved the appraisal roll for North East Independent School District for tax year beginning January 1, 2020. The certified appraisal roll has been submitted to Albert Uresti, Tax Assessor-Collector for Bexar County. The certified appraisal roll as submitted includes a statement of the total amount of appraised, assessed and taxable value of property as of January 1, 2020. This statement also includes the value for properties under protest at the time of certification and submission.

#### **ADMINISTRATIVE CONSIDERATION**

This is an annual agenda item done by all taxing entities. After the Tax Assessor-Collector provides the initial tax roll and levies as of October 1, approval of that tax roll will be required by the Board of Trustees in accordance with Section 26.09(e) of the Tax Code.

#### **BUDGETARY CONSIDERATION**

No budgetary consideration required.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees accept the certified appraisal roll for tax year 2020 for the North East Independent School District.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ACCEPTANCE OF THE CERTIFIED APPRAISAL ROLL  
FOR TAX YEAR 2020  
North East Independent School District  
Bexar County, Texas**

The Chief Appraiser of the Bexar County Appraisal District has certified and submitted the appraisal roll as approved by the Appraisal Review Board, for calendar year beginning January 1, 2020 and ending December 31, 2020, and has delivered to Albert Uresti, Tax Assessor Collector for the North East Independent School District, a statement of the total amount of appraised, assessed, and taxable value of property as of January 1, 2020. Also included is the value for properties under protest at the time of submission for the assessment rolls lying within the North East Independent School District.

**\* Certified Appraisal Roll:**

|       |                                 |                       |
|-------|---------------------------------|-----------------------|
| Plus: | Market Value of Real Property   | 44,999,986,880        |
| Less: | Agricultural Exclusion          | (193,692,299)         |
| Plus: | Gross Taxable Personal Property | 3,425,336,757         |
| Less: | Value Cap on Homesteads         | (162,014,426)         |
|       | <b>Assessed Value</b>           | <b>48,069,616,912</b> |

|       |                                    |                       |
|-------|------------------------------------|-----------------------|
| Less: | Homestead Exemptions               | (1,914,461,300)       |
|       | Over 65 Exemptions                 | (727,044,647)         |
|       | Disabled Veterans                  | (1,000,260,141)       |
|       | Disabled Residential Homestead     | (12,845,374)          |
|       | Freeport Exemption                 | (930,384)             |
|       | Absolute Exemptions                | (1,748,330,370)       |
|       | Other                              | (368,964,591)         |
|       |                                    | (5,772,836,807)       |
|       | <b>Net Certified Taxable Value</b> | <b>42,296,780,105</b> |

**Chief Appraiser Estimate of Uncertified Roll:**

|       |   |                      |
|-------|---|----------------------|
| Plus: | Protested Accounts ( Real Property)     | 3,988,875,289        |
| Less: | Estimated Agricultural Exclusion        | (5,174,980)          |
| Plus: | Protested Accounts ( Personal Property) | 108,239,987          |
| Less: | Value Cap on Homesteads                 | (33,187,277)         |
|       | <b>Uncertified Assessed Value</b>       | <b>4,058,753,019</b> |

|       |                                      |                      |
|-------|--------------------------------------|----------------------|
| Less: | Homestead Exemptions                 | (143,084,942)        |
|       | Over 65 Exemptions                   | (33,508,444)         |
|       | Disabled Veterans                    | (17,454,682)         |
|       | Disabled Residential Homestead       | (1,002,000)          |
|       | Freeport Exemption                   | 0                    |
|       | Absolute Exemptions                  | (5,442,271)          |
|       | Other                                | (1,652,750)          |
|       |                                      | (202,145,089)        |
|       | <b>Net Uncertified Taxable Value</b> | <b>3,856,607,930</b> |

**Net Taxable Appraisal Roll Before Tax Freeze** **46,153,388,035**

Less: Taxable Value of Over 65 & Disabled Persons with Frozen Taxes (6,522,973,764)

**2020 Total Taxable Value After Tax Freeze** **39,630,414,271**

\* Includes \$510,305,983 of New Improvements.

## Resolution

### North East Independent School District Board of Trustees

#### **AUTHORIZATION TO SUBMIT ANNUAL FINANCIAL REPORT DUE DATE EXTENSION WAIVER DUE TO COVID-19**

**WHEREAS**, the Board of Trustees of the North East Independent School District is aware of and annually complies with the state-required submission of its Annual Financial Report for the 2019-20 school year by the deadline set forth in Texas Education Code Section 44.008;

**WHEREAS**, the Board and the District contracts with an outside auditing firm to conduct the audit, which firm conducts site visits to the District's main administrative office necessary to review and perform auditing services;

**WHEREAS**, the Board and the District have contracted with ABIP, PC to perform the annual audit for the 2019-20 school year and prepare the necessary Annual Financial Report for filing with the state;

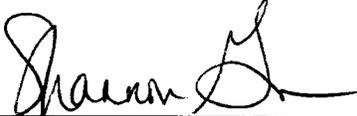
**WHEREAS**, ABIP, PC has informed the District's administration that due to the ongoing COVID-19 pandemic affecting its operations, it will not be able to complete the auditing work and prepare the Annual Financial Report by the current November 27, 2020 deadline set forth through Section 44.008 of the Texas Education Code; and

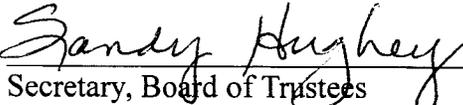
**WHEREAS**, the Texas Education Agency has recognized that the ongoing COVID-19 pandemic will affect many school districts' ability to submit their Annual Financial Report by the deadline, and has created a waiver process specific to this situation in which a school board may approve the submission of a waiver of the current due date for the Annual Financial Report.

**NOW, THEREFORE, BE IT RESOLVED** that we, the Board of Trustees, at a lawfully called meeting held under the Texas Open Meeting Act, formally declares that:

- 1. Declaration of Public Health Emergency.** COVID-19 continues to be a public health emergency and continues to impact North East ISD students, families, staff and community.
- 2. Waiver for Extension of Annual Financial Report Due Date:** The Superintendent is authorized to submit the necessary waiver for an extension of the Annual Financial Report Due Date to the Texas Education Agency for approval.

Adopted this 14<sup>th</sup> day of September 2020 by a 7-0 vote of the NEISD the Board of Trustees.

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

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



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance and Accounting

Subject: Waiver from Annual Financial  
Report Submission Deadline

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Per Texas Education Code §44.008, the District's Comprehensive Annual Financial Report must be submitted to the Texas Education Agency (TEA) within 150 days of the District's June 30 year end (November 27). The District's external auditors, ABIP, PC, indicated that due to COVID-19, the audit may be delayed, jeopardizing the District's ability to meet the submission deadline. TEA recognized this issue could affect districts whose fiscal year end is June 30 and is allowing for a waiver of the due date requirement.

#### **ADMINISTRATIVE CONSIDERATION**

The District will work with the external auditors to meet the deadline. However, missing the filing deadline without this waiver will result in the automatic score of "F = Substandard Achievement" for the 2019-2020 year in the Financial Accountability Rating System of Texas, Schools FIRST.

#### **BUDGETARY CONSIDERATION**

No budgetary consideration required.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached resolution authorizing staff to file the "Waiver from the AFR November 27<sup>th</sup> Due Date Requirements for the 2019-2020 Fiscal Year due to COVID-19."

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance and Accounting  
Susan Lackorn, Director  
Budget & Financial Analysis

Subject: Budget Amendment #1

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

The 2020-2021 fiscal year budget was adopted on June 22, 2020. Estimated revenue and appropriations are subject to change on a regular basis.

In the General Fund, Budget Amendment #1 increases estimated revenue in the amount of \$8,234,006 for settle-ups of 2016-2017 & 2017-2018 fiscal years after property value appeals. The amendment also includes an increase to appropriations for encumbrances (obligations) of the District from the previous fiscal year which were not liquidated by year end as well as certain dedicated sums that were not expended by June 30, 2020. The District “rolls-forward” these obligations to the current fiscal year. This amendment includes an adjustment of \$2,649,883 to the budget for these encumbrances. Included in this amendment is an increase in appropriations for fiscal agent fees related to successful property value appeals in the amount of \$411,701. The total amount for both items is \$3,061,584.

No changes are being made to the Debt Service Fund or the School Nutrition Services Fund.

#### **ADMINISTRATIVE CONSIDERATION**

By law, amendments to the budgets for the General, Debt Service, and School Nutrition Services Funds must be approved by the Board of Trustees before new appropriations may be expended.

#### **BUDGETARY CONSIDERATION**

For the General Fund, this budget amendment increases budgeted fund balance by \$5,172,422. The resulting budgeted deficit and ending fund balance for June 30, 2021 are estimated to be \$5,488,665 and \$116,915,335 respectively.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve Budget Amendment #1.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**

**Budget Amendment Board Report**

**Budget Amendment #1**

**September 14, 2020**

**GENERAL FUND**

| <b>I. INCREASE FUND BALANCE</b>  | <b>Requested By:</b> | <b>Amount</b>         |
|--|----------------------|-----------------------|
| Increase Estimated Revenue:  |                      |                       |
| 1 Increase estimated revenue for settle-ups of 2016-2017 & 2017-2018 fiscal years after property value appeals | Moy                  | \$ <u>8,234,006</u>   |
| <b>I. Total transactions increasing Fund Balance</b>   |                      | \$ <u>8,234,006</u>   |
| <b>II. DECREASE FUND BALANCE</b>   |                      |                       |
| Increase Appropriations:   |                      |                       |
| 1 FY2020 outstanding purchase orders and balances to be re-appropriated to FY2021                              | Lackorn              | (2,649,883)           |
| 2 Increase appropriations for fiscal agent fees related to successful property value appeals                   | Moy                  | \$ (411,701)          |
| <b>II. Total transactions decreasing Fund Balance</b>  |                      | \$ <u>(3,061,584)</u> |
| <b>III. Net increase (decrease) to General Fund Balance for this Budget Amendment</b>                          |                      | \$ <u>5,172,422</u>   |

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment Board Report**  
**Budget Amendment #1**  
**September 14, 2020**  
**General Fund**

|   | <b>Budget<br/>As Adopted<br/>July 1, 2020</b> | <b>Administrative<br/>Adjustments</b> | <b>Budget<br/>Amendment<br/>#1 Changes</b> | <b>Budget<br/>As of<br/>Amendment #1</b> |
|---|---|---------------------------------------|--|--|
| <b>Estimated Revenues &amp; Other Sources</b>                                   |   |                                       |  |  |
| Local   | \$ 416,692,693                                | \$ -                                  | \$ -                                       | \$ 416,692,693                           |
| State   | 124,730,741                                   | -                                     | 8,234,006                                  | 132,964,747                              |
| Federal   | 12,033,550                                    | -                                     | -  | 12,033,550                               |
| Total Estimated Revenue   | \$ 553,456,984                                | \$ -                                  | \$ 8,234,006                               | \$ 561,690,990                           |
| Other Sources   | 100,000                                       | -                                     | -  | 100,000                                  |
| <b>Total Estimated Revenue &amp; Other Sources</b>                              | <b>\$ 553,556,984</b>                         | <b>\$ -</b>                           | <b>\$ 8,234,006</b>                        | <b>\$ 561,790,990</b>                    |
| <b>Appropriations &amp; Other Uses</b>  |   |                                       |  |  |
| Function:   |   |                                       |  |  |
| 11 Instruction  | \$ 344,460,097                                | \$ (210,673)                          | \$ 903,501                                 | \$ 345,152,925                           |
| 12 Instructional Resources & Media Services                                     | 8,564,148                                     | 48,106                                | 21,709                                     | 8,633,963                                |
| 13 Curriculum & Instructional Staff Development                                 | 16,071,884                                    | 106,811                               | 108,670                                    | 16,287,365                               |
| 21 Instructional Leadership   | 7,501,466                                     | 40,205                                | 12,074                                     | 7,553,745                                |
| 23 School Leadership  | 36,648,091                                    | 14,379                                | 24,947                                     | 36,687,417                               |
| 31 Guidance, Counseling & Evaluation Services                                   | 21,983,249                                    | (136,709)                             | 51,975                                     | 21,898,515                               |
| 32 Social Work Services   | 3,162,719                                     | (11,765)                              | -  | 3,150,954                                |
| 33 Health Services  | 8,589,672                                     | 1,318                                 | -  | 8,590,990                                |
| 34 Student (Pupil) Transportation   | 15,403,741                                    | (5,072)                               | -  | 15,398,669                               |
| 35 Food Services  | 7,105   | -                                     | 3,013                                      | 10,118                                   |
| 36 Extracurricular Activities   | 12,295,039                                    | (363,420)                             | 457,551                                    | 12,389,170                               |
| 41 General Administration   | 14,650,368                                    | -                                     | 605,416                                    | 15,255,784                               |
| 51 Facility Maintenance And Operations  | 58,541,994                                    | 201,270                               | 857,075                                    | 59,600,339                               |
| 52 Security And Monitoring Services   | 5,181,638                                     | 502                                   | 5,484                                      | 5,187,624                                |
| 53 Data Processing Services   | 4,396,693                                     | 7,300                                 | -  | 4,403,993                                |
| 61 Community Services   | 522,018                                       | (768)                                 | 10,169                                     | 531,419                                  |
| 71 Debt Service   | -   | -                                     | -  | -  |
| 81 Facilities Acquisition & Construction  | -   | -                                     | -  | -  |
| 93 Payments To Fiscal Agent/ Member Districts Of<br>Shared Service Arrangements | 765,000                                       | -                                     | -  | 765,000                                  |
| 95 Payments To Juvenile Justice Alternative Education<br>Programs               | 359,736                                       | -                                     | -  | 359,736                                  |
| 99 Other Intergovernmental Charges  | 2,823,413                                     | -                                     | -  | 2,823,413                                |
| Total Appropriations  | \$ 561,928,071                                | \$ (308,516)                          | \$ 3,061,584                               | \$ 564,681,139                           |
| Other Uses  | 2,290,000                                     | 308,516                               | -  | 2,598,516                                |
| <b>Total Appropriations &amp; Other Uses</b>                                    | <b>\$ 564,218,071</b>                         | <b>\$ -</b>                           | <b>\$ 3,061,584</b>                        | <b>\$ 567,279,655</b>                    |
| <b>Projected Beginning Fund Balance as of July 1, 2020</b>                      | <b>\$ 122,404,000</b>                         |                                       |  | <b>\$ 122,404,000</b>                    |
| <b>Net Revenue/Sources Over (Appropriations)/(Uses)</b>                         | <b>(10,661,087)</b>                           | <b>-</b>                              | <b>5,172,422</b>                           | <b>(5,488,665)</b>                       |
| <b>Budgeted Ending Fund Balance as of June 30, 2021</b>                         | <b>\$ 111,742,913</b>                         |                                       |  | <b>\$ 116,915,335</b>                    |



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Dan Villarreal  
David Bohannon, Executive Director  
Procurement & eCommerce

Subject: \$50,000 Purchases

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

#### **ADMINISTRATIVE CONSIDERATION**

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2020-2021, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2020-2021 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year.

By approving this consent item, each approved budgeted item will not have to be presented again, saving considerable time and resources.

#### **BUDGETARY CONSIDERATION**

The estimated expenditure amounts are budgeted in various District accounts which were approved at the Board of Trustees meeting on June 22, 2020. Funds being expended include general funds, bond funds, grant funds, special revenue funds, internal service funds and enterprise funds.

#### **ADMINISTRATIVE RECOMMENDATION**

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2020-2021.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ATTACHMENT**  
**BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE**

| <b>Category</b>                                       | <b>Vendor(s) Name</b>    | <b>Description of Goods/Services</b>                     | <b>Estimated Expenditures 2020-2021</b> | <b>Bid Compliance</b> |
|---|--------------------------|--|---|-----------------------|
| Facilities Maintenance                                | Garratt-Callahan Company | Chemical Water Treatment Service and Supplies            | \$ 250,000.00                           | Bid 21-21             |
| Curriculum and Instruction, Learning Support Services | Explore Learning LLC     | Explore Learning Gizmos                                  | \$ 93,470.02                            | Bid 105-19            |
| Curriculum and Instruction, Learning Support Services | NWEA                     | MAP Reading Fluency Winter/Spring 20-21 (Add-on) Testing | \$ 52,650.00                            | Bid 84-19             |
| Textbooks   | SAVVAS Learning Co.      | Online Textbooks   | \$ 350,000.00                           | Bid 130-18            |
| Risk Management                                       | Delta Dental             | Dental Care Plan   | \$ 183,849.00                           | Bid 24-21             |
| Risk Management                                       | ComPsych Corporation     | Employee Assistance Plan                                 | \$ 114,169.00                           | Bid 25-21             |
| Curriculum and Instruction, Learning Support Services | Newsela                  | Electronic Reading Textbooks                             | \$ 161,750.00                           | Bid 105-19            |



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Ron Clary  
Garrett Sullivan  
Executive Director, CM&E

Subject: 2016 Hail Damage Program Madison High School  
Central Plant Building Re-Roofing and Roof-Related  
Work Project Bid Award Approval

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Bids were received for the 2016 Hail Damage Program Madison High School Central Plant Building Re-Roofing and Roof-Related Project on July 17, 2020 at 10:00 a.m. in the North East ISD Engineering Office. The consulting firm of WJE Engineers is employed as the professional consulting team for this project. The 2016 Hail Damage Program includes funding to replace the Madison High School Central Plant Building roof which was damaged by a hailstorm in 2016. Typical roof life expectancies range from 20 to 30 years based upon several factors, which include: (1) quality of the roof product and construction installation; (2) wear and tear due to foot traffic for operations and maintenance access to rooftop equipment; and (3) long-term weather conditions and resultant impacts. This project addresses the Madison High School Central Plant Building Re-Roofing and Roof-Related Work Project, which includes a total roof replacement area of 1,680 sq. ft.

#### **ADMINISTRATIVE CONSIDERATION**

This project is funded by the 2016 Hail Damage Insurance Claim.

#### **BUDGETARY CONSIDERATION**

Funds for this project will be provided by the 2016 Hail Damage Program Account. The Board approved construction budget for the Madison High School Central Plant Building Re-Roofing and Roof-Related Work Project equals \$134,400.00. Total bid costs for the project equaled \$78,967.00.

#### **RECOMMENDATION**

The Executive Director of Construction Management and Engineering, Senior Director of Engineering, District staff, and project consultant (WJE Engineers) recommend that the District contract with Turner Roofing Company at a total bid cost of \$78,967.00 to execute the 2016 Hail Damage Program Madison High School Central Plant Building Re-Roofing and Roof-Related Work Project. It is further recommended that the Board of Trustees grant the Superintendent, Associate Superintendent for Operations, and the Executive Director of Construction Management and Engineering authority to execute this contract.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**BID TAB: 2016 HAIL DAMAGE PROGRAM YEAR 3 - MADISON HIGH SCHOOL CENTRAL PLANT  
 BUILDING RE-ROOF AND ROOF-RELATED WORK PROJECT  
 RFCSP NO. 61-18      BID DATE: July 17, 2020 @ 10:00AM**

| <b>Consultant: WJE Engineers, Inc.</b>      |                               |                     |
|---|-------------------------------|---------------------|
| <b>Bidder</b>                               | <b>General Contractor</b>     | <b>Bid Cost</b>     |
| 1   | <b>Turner Roofing Company</b> | \$ <b>78,967.00</b> |
| 2   | Beldon Roofing Company        | \$ 97,863.00        |
| <b>Board Approved Budget = \$134,400.00</b> |                               |                     |



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: September 14, 2020

Presenter: Ron Clary  
Garrett Sullivan  
Executive Director, CM&E

Subject: Professional Services Contracts, Construction Contracts,  
and Related Contract Amendments Supporting the 2015  
Bond Program Design & Construction Requirements

Related Page(s): Attachment

## **CONSENT ITEM**

### **BACKGROUND INFORMATION**

The Board of Trustees approved the appointment of Principal Consultants for the 2015 Bond Program on Feb. 8, 2016. Bond projects require supporting professional services contracts to perform: (1) architectural and landscape architectural services; (2) acoustical, civil, code review, fire protection, food service, mechanical-electrical-plumbing, roofing, and structural engineering services; (3) technology services; (4) geotechnical investigations; (5) material testing services; (6) test-balance-commissioning services; and (7) post-construction investigative reviews.

### **ADMINISTRATIVE CONSIDERATION**

These professional services contracts, construction contracts, and related contract amendments support development and construction of approved projects included in the 2015 Bond Program. Contracts and contract amendments exceeding \$50,000.00 in value must be approved by the Board of Trustees.

### **BUDGETARY CONSIDERATION**

Funding for these professional services contracts, construction contracts, and related contract amendments are included in the 2015 Bond Program.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve the Professional Services Contracts, Construction Contracts, and Related Contract Amendments in support of the 2015 Bond Program (see Attachment). It is further recommended that the Board of Trustees grant the Superintendent, the Associate Superintendent for Operations, and the Executive Director of Construction Management and Engineering authority to execute the contracts.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

## ATTACHMENT

### PROFESSIONAL SERVICES CONTRACTS, CONSTRUCTION CONTRACTS, AND RELATED CONTRACT AMENDMENTS 2015 Capital Improvement Bond Program - Sep. 14, 2020

| Program   | Project  | Consultant or Construction Contract Award Date | Bid  | Professional Services Consulting Firm or General Contractor or Service Vendor | Original Contract Value (Board Award) | Current Contract Value | Contract Amendment | New Contract Value |
|---|--|--|--|---|---------------------------------------|------------------------|--------------------|--------------------|
| 2015-Bond   | Nimitz MS Fine Arts Additions and Renovations / Project 4.9          | 14-Sep-20                                      | Replace Existing Metal Door Panels with Reinforced Glass           | East End Glass  | \$ 666.00                             | \$ 666.00              | \$ -               | \$ 666.00          |
| 2015-Bond   | Nimitz MS Fine Arts Additions and Renovations / Project 4.9          | 14-Sep-20                                      | Install Door Cores at Wenger Practice Rooms                        | Architectural Division 8  | \$ 470.00                             | \$ 470.00              | \$ -               | \$ 470.00          |
| 2015-Bond   | Krueger Middle School Phase 2 Campus Replacement Project 5.3         | 14-Sep-20                                      | Door Hardware Modifications  | Architectural Division 8  | \$ 1,227.36                           | \$ 1,227.36            | \$ -               | \$ 1,227.36        |
| 2015-Bond   | Churchill High School New CTE and Science Facility / Project 5.5     | 14-Sep-20                                      | HVAC Controls Modifications at CTE / Science Facility              | Automated Logic   | \$ 3,820.00                           | \$ 3,820.00            | \$ -               | \$ 3,820.00        |
| 2015-Bond   | Hidden Forest Elementary School Addition and Renovations Project 5.9 | 14-Sep-20                                      | Outside Air Ductwork Modifications and Air Flow Monitor Relocation | Comfort Air   | \$ 1,450.00                           | \$ 1,450.00            | \$ -               | \$ 1,450.00        |
| <b>2015 Bond Program Contract Adjustments (This Period)</b> |  |  |  |   | <b>\$ 7,633.36</b>                    | <b>\$ 7,633.36</b>     | <b>\$ -</b>        | <b>\$ 7,633.36</b> |