



# 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 June 9, 2025. The Board will convene in Open Session at 5:30 PM, then move into Executive Session and resume the public portion of the meeting no earlier than 6:15 PM. The Board will meet on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas 78217. Such meeting is a regular meeting.

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>

Items will not necessarily be discussed or considered in the order they are printed. Anyone wishing exhibit information in accordance with Local Board Policy GBA, must contact the Public Information Officer.

### MISSION STATEMENT

We challenge and encourage each student to achieve and demonstrate academic excellence, technical skills, and responsible citizenship.

#### 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

- a. Executive Director of Athletics
- b. Principal of Jackson Middle School
- c. Principal of Nimitz Middle School
- d. Assistant Principal of North East Alternative Center
- e. Director of Space Engineering Technology Academy

B. Discussion Regarding Intruder Detection Security Audit pursuant to Government Code Section 551.076

#### III. RECONVENE INTO OPEN SESSION

#### IV. WELCOME FROM THE BOARD PRESIDENT

#### V. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Academy of Creative Education

**Presenter:** Patrick Valdez, Principal

#### VI. RECOGNITIONS

A. UIL 6A State Tennis Bronze Medalist, Madison High School

B. All-Army Armed Drill National Champions, Reagan High School

C. All-Army Unarmed Drill National Champions, Roosevelt High School

#### VII. MATTERS FROM THE FLOOR

#### VIII. MATTERS FROM EXECUTIVE SESSION

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<b>Presenter:</b> Rudy Jimenez, Chief of Schools and Leadership	
a. Executive Director of Athletics	
b. Principal of Jackson Middle School	
c. Principal of Nimitz Middle School	
d. Assistant Principal of North East Alternative Center	
e. Director of Space Engineering Technology Academy	
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B. Facilities Steering Committee Recommendations for a Long-Range Facility Plan	6
<b>Presenter:</b> Deb Caldwell, Chief Operations Officer	
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<b>Presenter:</b> School Health Advisory Council	
<b>X. SUPERINTENDENT COMMENTS</b>	
<b>XI. BOARD BUSINESS</b>	
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<b>Presenter:</b> School Health Advisory Council	
<b>XII. NEW BUSINESS FOR POSSIBLE BOARD ACTION</b>	
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<b>Presenter:</b> Dan Villarreal, Chief Financial Officer	
B. Consent	
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2. Business Services	
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3. Minutes from May 2025	
4. End of Consent	
<b>XIII. REPORTS</b>	
A. Interim Financial and Management Reports	
B. Awarded Bid Report	
C. Federal Grants Report	
D. Donations Report	
E. Open Records Request Report	

- XIV. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBERS' REQUEST(S) FOR ITEM(S) TO BE PLACED ON A FUTURE AGENDA AND/OR REQUEST(S) FOR REPORT(S) FROM THE ADMINISTRATION**
- XV. PRESIDENT'S COMMENTS**
- XVI. 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 6th day of June, 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: June 9, 2025

Presenter: Rudy Jimenez  
Chyla Whitton, Executive  
Director for 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: June 9, 2025

Presenter: Dan Villarreal  
Susan Lackorn, Executive Director  
Finance & Accounting

Subject: Budget Presentation

Related Page(s): None

### PRESENTATION

#### **BACKGROUND INFORMATION**

The Board of Trustees is required to formally adopt the annual budgets of the General, Debt Service, and School Nutrition Services funds. As part of the annual budget process, staff prepare information for the Board of Trustees' review and consideration through a series of budget study sessions. This is a continuation of the budget study sessions for the 2025-2026 budget.

#### **BOARD ACTION REQUIRED**

None



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 9, 2025

Presenter: Deb Caldwell,  
Jorge Cabello, Executive Director,  
Construction Management &  
Engineering, Fred Morrison, Chair,  
Facilities Steering Committee

Subject: Facilities Steering Committee  
Recommendations for a Long-Range  
Facility Plan

Related Page(s): Attachment

## **PRESENTATION**

### **BACKGROUND INFORMATION**

The Texas Education Agency (TEA) mandates that all school districts develop and maintain a long-range facility plan to ensure the adequacy and safety of our facilities. NEISD Board Policy CS (LEGAL) addresses the requirements for a long-range facility plan, which includes considering input from district stakeholders.

In December of 2024, a Facilities Steering Committee of parents, community members and staff was formed to identify and prioritize the needs across our District through a long-range facility plan. The committee met 11 times through June 2025 to examine facility and physical infrastructure and deliberate on future enhancements that may enable us to expand opportunities for our students. The Facilities Steering Committee developed a recommended list of projects for investment over the next five years (attached). This work supports our District's Balanced District Scorecard (4.1).

### **BOARD ACTION REQUIRED**

None



# North East ISD

## 2025 Long-range Facility Plan



Proposed 2025 Long Range Facility Plan					
CATEGORY	PROJECT DESCRIPTION		Final Budget Recommendation		
			<b>\$495,000,000</b>		
			Long-Range Facility Plan Amount	% Total	
Summary	A	Safety & Security		\$ 41,405,000	8.4%
	B	Instructional & Network Technology		\$ 74,247,561	15.0%
	C1	District Maintenance & Operations (Non-Gordian Projects)	\$ 50,750,000	\$ 210,270,000	42.5%
	C2	District Maintenance & Operations (Gordian Projects)	\$ 159,520,000		
	D	Extracurricular Programs		\$ 84,372,439	17.0%
	E	District Facilities		\$ 57,480,000	11.6%
	F	Capital Improvement Bond Management		\$ 12,375,000	2.5%
	G	Global General Contingency		\$ 14,850,000	3.0%
	<b>Proposed 2025 CIP Total:</b>			<b>\$ 495,000,000</b>	<b>100.0%</b>

# 2025 North East ISD Long-Range Facility Plan

## Safety & Security



Safety & Security	Budget	Current Total of Projects Selected	Project Budget
	\$41,405,000	\$ 41,405,000	
Project Number	Project Name		
1	Replace 30 NEISD Police Vehicles - Police Dept Fleet	\$	1,800,000
2	Replace perimeter security fence at LEE/ISA & Jackson MS	\$	150,000
3	Upgrade existing 3600 analog security cameras to digital cameras	\$	9,500,000
4	Upgrade current proxy FOBs to provide keyless access to bldgs.	\$	175,000
5	Replacement of 332 proxy card readers Districtwide	\$	200,000
6	Implement a Master Key System Districtwide	\$	1,250,000
7	Secured Entry Vestibules - Districtwide	\$	13,500,000
8	New Districtwide Integrated Public Address/Announcement (PA) Systems - All Schools	\$	8,975,000
9	Exterior Building and Parking Lot Security Lighting - Districtwide	\$	5,855,000
			<b>\$ 41,405,000</b>

# 2025 North East ISD Long-Range Facility Plan

## Instructional & Network Technology



Instructional & Network Technology	Budget	Current Total of Projects Selected	Project Budget
	\$74,247,561	\$ 74,247,561	
Project Number	Project Name		
<b>Fine Arts Program</b>			
1	All High School - Software Adobe Suite for Digital Art, Journalism, and NESAs Cinema		\$ 41,730
2	All High Schools - Technology Package upgrade to iMac Lab for Newspaper & Journalism programs		\$ 298,072
<b>Instructional Technology</b>			
3	MS & HS Replacement of CTE Lab Desktops in Computer Labs		\$ 4,173,002
4	Replacement of all Student Chromebook (3-12) and iPads (K-2) One-to-one Initiative		\$ 19,812,689
5	Replacement of desktops and monitors Campus Office Staff - Districtwide		\$ 596,143
6	Replacement of Teacher & staff Laptops (MS, ES)		\$ 2,384,573
7	Replace desktop computer for library circulation desk book check-out		\$ 77,758
8	Replace Laptop and Desktops for NEPD personnel and Safety Specialists - Districtwide		\$ 143,334
9	Replacement of Classroom projection and audio/visual devices for instruction		\$ 5,964,024
10	Replacement of Teacher Voice Amplification system in all classrooms - Districtwide		\$ 4,411,460
11	Provide Classroom Charging Device at all Classrooms - Districtwide		\$ 1,791,022
12	Replace digital document cameras used for instruction/curriculum in all instructional areas/classrooms		\$ 753,732
13	Replacement of RAPTOR Scanner and Visitor badge Printers at all Campus Front Offices - Districtwide		\$ 181,435
14	New Cybersecurity solutions to identify & response to cyberthreats EDR/XDR/SEIM		\$ 2,089,093
15	New Technology Infrastructure / Devices Load Balance across multiple servers - Districtwide		\$ 596,143
16	District Data Storage System Replacement		\$ 2,265,344
17	Enhanced Firewall Applications/Appliances to separate internal network from public networks		\$ 1,492,950
18	Upgrade Networking Hardware & Wiring at RAMEC & Non-campus Facilities - Districtwide		\$ 2,384,573

# 2025 North East ISD Long-Range Facility Plan

## Instructional & Network Technology



Instructional & Network Technology	Budget	Current Total of Projects Selected	Project Budget
	\$74,247,561	\$ 74,247,561	
Project Number	Project Name		
19	Upgrade Fiber Switches High-speed devices - Districtwide		\$ 300,664
20	Upgrade Data Routing & Switching Equipment Routers/Switches - Districtwide		\$ 119,229
21	Upgrade to Main Computer Platforms Servers - Districtwide		\$ 1,132,672
22	Upgrade to Content Filter & Child Safety Monitoring Platform - Districtwide		\$ 774,986
<b>Management Information Services - MIS</b>			
23	Replacement of ERP System to manage all business related activities (HR, Payroll, etc.) - Existing System obsolete		\$ 5,961,432
24	Replacement of existing VoIP telephone system Districtwide - Existing system obsolete and unsupported by manufacturer		\$ 3,576,859
<b>Document Management &amp; Print Services</b>			
25	Replacement of all obsolete Multifunction Printers (MFP) - Photocopier machines - Districtwide		\$ 10,670,963
26	Replacement of Printing and Finishing Equipment NEISD in-house Print Services		\$ 1,967,273
27	Replacement of High-reach Warehouse Forklift (2) NEISD Warehouse & Distribution Center		\$ 208,650
<b>JROTC</b>			
28	Upgrade Technology & Computer System for the Rifle Target Scoring System at all JROTC Facilities		\$ 77,758
			<b>\$ 74,247,561</b>

# 2025 North East ISD Long-Range Facility Plan



## District Maintenance & Operations (Non-Gordian Projects)

<b>District Maintenance &amp; Operations (Non Gordian Projects)</b>	<b>Budget</b>	<b>Current Total of Projects Selected</b>	<b>Available</b>
	\$210,270,000	\$ 50,750,000	\$159,520,000
<b>Project Number</b>	<b>Project Name</b>		<b>Project Budget</b>

### Maintenance & Operations

1	Upgrades to all ES Playgrounds, replacing missing or damages parts /components, new rubberized accessible sidewalks within playground surround, fall protection (pea gravel), & new playground sunshade canopy fabric replacements. - Districtwide	\$	7,750,000
2	Weatherization of all ES Walking Tracks - Districtwide (46 ES Campuses ~402,900SF Walking Track)	\$	525,000
3	Upgrades to Parking Lots, Driveways, Parents/Student Drop-off & Pick-up Lanes - District wide (23 ES (Castle Hills, Clear Springs, Colonial Hills, Dellview, East Terrell Hills, El Dorado, Harmony Hills, Hidden Forest, Jackson Keller, Montgomery, Northwood, Oak Grove, Olmos, PrK, Ridgeview, Serna, Stahl, Thousand Oaks, Walzem ES, Wetmore, Wilshire, Windcrest, & Woodstone ESs), 5 MS (Eisenhower, Garner, Harris, Jackson, & Krueger MSs), 2 HSs (Lee, & MacArthur HSs), & 3 Support Facilities (BAC, Heroes, & Central Maintenance/Transportation)	\$	22,650,000
4	Soil erosion control measures at Hidden Forest ES due to grading (site slopes toward campus buildings) and drought conditions.	\$	1,825,000
5	Tejeda Middle School Sewer Odor Abatement/Containment Measures	\$	2,750,000

### Transportation

6	60 Student Yellow Passenger Buses Thomas Bus Saf-T-Liner CS311TS (72 Student Seating Capacity)	\$	9,500,000
7	16 Student Yellow Passenger Buses equip for Physically Challenged Students - Thomas Bus Saf-T-Liner C2221TS (39 Student Capacity)	\$	2,500,000
8	16 Student Yellow Mini-Bus (14 Student Capacity) Non-CDL Thomas Bus Saf-T-Liner C2161TS	\$	2,125,000
9	8 Student White Mini-Bus Activity Student Buses Thomas Bus Saf-T-Liner C2161TS (14 Student Capacity)	\$	1,125,000

<b>\$</b>	<b>50,750,000</b>
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# 2025 North East ISD Long-Range Facility Plan

## District Maintenance & Operations (Non-Gordian Projects)



District	Budget	Current Total of Projects Selected	Adj. Project Cost
Maintenance & Operations (Gordian Projects)	\$159,520,000	\$159,520,000	
Project Number	Project Name		
<b>Maintenance &amp; Operations - R22 Refrigerant Chiller Replacement - Districtwide</b>			
<b>R22 Chiller Replacement (to include pumps, motors, and VFD's)</b>			
1	2 HS: MacArthur, Roosevelt DATA HSs 11 MS: Bradley, Bush, Eisenhower, Garner, Harris, Krueger, Lopez, Nimitz, Tejeda, White, & Wood MSs 16 ES: Camelot, Clear Spring, Hardy Oak, Harmony Hills, Hidden Forest Huebner, Larkspur, Longs Creek Northwood, Oak Grove, Roan Forest, Royal Ridge, Stone Oak, Walzem, Wetmore, & Windcrest ESs 2 Other: Maintenance/Transportation Facilities, Heroes Press Box		\$ 11,237,738
<b>Maintenance &amp; Operations - Fire Alarm System Replacements/Upgrade Project - Districtwide</b>			
<b>Fire Alarm System Replacement</b>			
2	3 HS: MacArthur, Reagan, Roosevelt HSS 7 MS: Bradley, Bush, Eisenhower, Garner, Lopez, Tejeda, Wood MSs 18 ES: Canyon Ridge, Colonial Hills, Encino Park, Fox Run, Jackson Keller, Larkspur, Montgomery, Oak Grove, Oak Meadow, Olmos, Ridgeview, Roan Forest, Serna, Stahl, Thousand Oaks, Tuscan Heights, Walzem, & Woodstone ESs 2 Other: Transportation North Main Facility & School Nutrition Warehouse		\$ 15,183,461
<b>Maintenance &amp; Operations - DDC (Direct Digital Controls) System Replacements/Upgrade Project - Districtwide</b>			
<b>Direct Digital Controls (DDC) System Replacement/Upgrade Project</b>			
3	6 HS: Churchill, Johnson, LEE, Madison, Reagan, Roosevelt HSs 13 MS: Bradley, Driscoll, Eisenhower, Garner, Harris, Hill, Krueger, Jackson, Lopez, Nimitz, Tejeda, White, & Wood MSs 40 ES: Bulverde Creek, Camelot, Canyon Ridge, Castle Hills, Cibolo Green, Clear Springs, Coker, Colonial Hills, East Terrell Hills, El Dorado, Encino Park, Rox Run, Hardy Oak, Harmony Hills, Hidden Forest, Huebner, Jackson Keller, Larkspur, Las Lomas, Longs Creek, Northern Hills, Northwood, Oak Grove, Oak Meadow, Olmos, Redland, Regency Place, Roan Forest, Royal Ridge, Serna, Stahl, Steubing Ranch, Stone Oak, Thousand Oaks, Tuscan Heights, Vineyard Ranch, Walzem, Wetmore, Wilderness Oaks, Windcrest ESs 7 Other: Adult Community Center CLC, Blossom BAC, Central Whse, Perrin Central, RAMEC Police Dept, NE School Nutrition, & NE Sports Park		\$ 31,272,310
<b>Maintenance &amp; Operations - Elevator Replacements/Upgrade Project - Districtwide</b>			
<b>Elevator Replacements/Upgrade Project</b>			
4	HS: Churchill, LEE, MacArthur, Madison, Roosevelt HSs MS: Jackson 7 Krueger MSs ES: Castle Hills ES		\$ 1,717,115
<b>Maintenance &amp; Operations - Boiler Replacements/Upgrade Project - Districtwide</b>			
<b>Boiler Replacement / Upgrade Project</b>			
5	2 MS: Garner & Krueger MSs 10 ES: Colonial Hills, Hardy Oak, Huebner, Jackson Keller, Longs Creek, Northwood, Roan Forest, Serna, Stone Oak, & Windcrest ESs 1 Other: Adult Community Learning Center CLC		\$ 5,359,481
<b>Maintenance &amp; Operations - Other Critical Needs Projects - Districtwide</b>			
6	ADULT & COMMUNITY EDUCATION Community Learning Center (CLC)	Roof-top Cooling Units	\$ 177,788
7	ADULT & COMMUNITY EDUCATION Community Learning Center (CLC)	Electrical Distribution Equipment	\$ 119,846
8	ADULT & COMMUNITY EDUCATION Community Learning Center (CLC)	Exterior Doors	\$ 58,780
9	ADULT & COMMUNITY EDUCATION Community Learning Center (CLC)	HVAC Equipment	\$ 138,830
10	BLOSSOM ATHLETIC CENTER - Baseball Fields (entry/bleachers/restrooms/ concessions/press box/dugouts)	Restrooms	\$ 260,169
11	BLOSSOM ATHLETIC CENTER - Comalander Football Stadium Concession West	Roof Covering	\$ 180,824
12	BLOSSOM ATHLETIC CENTER - Comalander Football Stadium Concessions East	Roof Covering	\$ 174,170
13	BLOSSOM ATHLETIC CENTER - Comalander Football Stadium Press Box West	Fire Pump	\$ 205,940

# 2025 North East ISD Long-Range Facility Plan

## District Maintenance & Operations (Non-Gordian Projects)



District Maintenance & Operations (Gordian Projects)	Budget	Current Total of Projects Selected	Adj. Project Cost	
	\$159,520,000	\$159,520,000		
Project Number	Project Name			
14	BLOSSOM ATHLETIC CENTER - Comalander Football Stadium Ticket Booth	Restrooms	\$	197,708
15	BLOSSOM ATHLETIC CENTER - Comalander Football Stadium Ticket Booth	Roof Covering	\$	5,822
16	BLOSSOM ATHLETIC CENTER - Josh Davis Pool (small pool)	Exterior Windows	\$	47,764
17	BLOSSOM ATHLETIC CENTER - Josh Davis Pool (small pool)	Roof Covering	\$	609,076
18	BLOSSOM ATHLETIC CENTER - Piper Bass	Exterior Windows	\$	19,106
19	BLOSSOM ATHLETIC CENTER - Piper Bass	Water Heaters	\$	7,033
20	BLOSSOM ATHLETIC CENTER - Soccer Fields (restrooms/concessions/Press box/dressing rooms)	Restrooms	\$	520,338
21	BLOSSOM ATHLETIC CENTER - Tennis Center (tennis courts not included)	HVAC Equipment	\$	127,904
22	BLOSSOM ATHLETIC CENTER - Tennis Center (tennis courts not included)	Water Heaters	\$	3,516
23	BLOSSOM ATHLETIC CENTER - Tennis Center (tennis courts not included)	Electrical Distribution Equipment	\$	9,767
24	BLOSSOM ATHLETIC CENTER - Tennis Center (tennis courts not included)	Roof Covering	\$	5,822
25	BUSH - MAIN BLDG (ADMIN, CAFETERIA, LIBRARY, GYM, & FINE ARTS)	Roof Covering	\$	3,468,332
26	CHURCHILL - AUDITORIUM BLDG AND BLACKBOX THEATRE	Roof Covering	\$	85,390
27	CHURCHILL - BAND HALL	ROOF COVERING	\$	104,068
28	CHURCHILL - LIBRARY AND CLASSROOMS	ROOF COVERING	\$	104,068
29	CHURCHILL - PARKING LOT AND EXTERIOR	ELECTRICAL LIGHTING	\$	520,338
30	CIBOLO GREEN - MAIN BLDG	Water Heaters	\$	41,627
31	CLEAR SPRING - GYM 2	Water Heaters	\$	3,516
32	CLEAR SPRING - MAIN BLDG	Exterior Windows	\$	33,435
33	COKER - MAIN BLDG	Air-Handlers	\$	156,534
34	COLONIAL HILLS - KITCHEN (DRAINAGE)	GROUND FEATURE	\$	124,881
35	DELLVIEW - CLASSROOMS	HVAC Equipment	\$	14,310
36	DELLVIEW - CLASSROOMS (annex and two story)	Roof Covering	\$	166,575
37	DELLVIEW - MAIN BLDG	Roof-top Cooling Units	\$	280,876
38	DELLVIEW - MAIN BLDG	Water Heaters	\$	7,033
39	DELLVIEW - MAIN BLDG	Restrooms	\$	520,338
40	DELLVIEW - MAIN BLDG	HVAC Equipment	\$	312,203
41	DELLVIEW - MAIN BLDG	Electrical Distribution Equipment	\$	79,480
42	DELLVIEW - MAIN BLDG	Roof Covering	\$	421,464
43	EAST TERRELL HILLS - CAFETERIA	Roof-top Cooling Units	\$	150,917
44	EAST TERRELL HILLS - LIBRARY & CLASSROOMS	Air-Handlers	\$	172,927

# 2025 North East ISD Long-Range Facility Plan

## District Maintenance & Operations (Non-Gordian Projects)



District Maintenance & Operations (Gordian Projects)	Budget	Current Total of Projects Selected	Adj. Project Cost
	\$159,520,000	\$159,520,000	
Project Number	Project Name		
45	EISENHOWER - CAFETERIA, LIBRARY, & FINE ARTS	Air-Handlers	\$ 172,927
46	EISENHOWER - MAIN BLDG (ADMIN & CLASSROOMS)	Air-Handlers	\$ 221,978
47	EISENHOWER - SCIENCE	Air-Handlers	\$ 736,868
48	EL DORADO - MAIN BLDG	Water Heaters	\$ 3,516
49	FOX RUN - MAIN BLD	HVAC FAN COIL UNITS	\$ 1,561,014
50	GARNER - ADMIN OFFICE	FOUNDATION RE-LEVEL	\$ 390,253
51	GARNER - AUDITORIUM (FINE ARTS & OLD GYM)	Roof-top Cooling Units	\$ 150,917
52	HARDY OAK - MAIN BLDG	Roof Covering	\$ 1,874,795
53	HARDY OAK - MAIN BLDG	Roof-top Cooling Units	\$ 177,788
54	HARMONY HILLS - PARKING LOT AND EXTERIOR	ELECTRICAL LIGHTING	\$ 520,338
55	HARRIS - MAIN BLD	CHILLERS (WATER COOLED X2)	\$ 1,144,743
56	HEROES STADIUM - Concessions East	Water Heaters	\$ 7,033
57	HEROES STADIUM - Concessions West (includes press box ground level)	Water Heaters	\$ 7,033
58	HEROES STADIUM - Locker Rooms	Water Heaters	\$ 7,033
59	HIDDEN FOREST - CLASSROOMS	Electrical Distribution Equipment	\$ 6,147
60	HIDDEN FOREST - CLASSROOMS	Restrooms	\$ 260,169
61	HIDDEN FOREST - MAIN BLDG	HVAC Equipment	\$ 20,029
62	HIDDEN FOREST - MAIN BLDG	Electrical Distribution Equipment	\$ 46,426
63	HIDDEN FOREST - MAIN BLDG	Indoor Lighting	\$ 52,034
64	HUEBNER - MAIN BLDG	Air-Handlers	\$ 2,483,754
65	JACKSON-KELLER - CLASSROOMS	Cooling Units	\$ 326,772
66	JACKSON-KELLER - CLASSROOMS	Exterior Windows	\$ 42,987
67	JACKSON-KELLER - CLASSROOMS & GYM	Exterior Windows	\$ 33,435
68	JACKSON-KELLER - CLASSROOMS & GYM	Roof Covering	\$ 859,296
69	JACKSON-KELLER - CLASSROOMS (MDF ROOM)	HVAC Equipment	\$ 26,335
70	JACKSON-KELLER - MAIN BLDG	Air-Handlers	\$ 1,810,389
71	JACKSON-KELLER - MAIN BLDG	Electrical Distribution Equipment	\$ 577,310
72	JACKSON-KELLER - MAIN BLDG	Exterior Doors	\$ 58,968
73	JACKSON-KELLER - MAIN BLDG	Exterior Windows	\$ 47,764
74	JACKSON-KELLER - MAIN BLDG	Restrooms	\$ 312,203
75	JACKSON-KELLER - MAIN BLDG	Water Heaters	\$ 7,033

# 2025 North East ISD Long-Range Facility Plan

## District Maintenance & Operations (Non-Gordian Projects)



District Maintenance & Operations (Gordian Projects)	Budget	Current Total of Projects Selected	Adj. Project Cost
	\$159,520,000	\$159,520,000	
Project Number	Project Name		
76	JACKSON-KELLER - MAIN BLDG (ADMIN DX UNIT)	Cooling Units	\$ 104,068
77	JACKSON-KELLER - MECHANICAL ROOM (2)	Electrical Distribution Equipment	\$ 16,220
78	JACKSON-KELLER - MECHANICAL ROOM (2)	HVAC Equipment	\$ 11,524
79	JOHNSON - CENTRAL PLANT	HVAC Equipment	\$ 259,950
80	JOHNSON - CENTRAL PLANT - Overall Retrofit	Chillers	\$ 2,408,699
81	JOHNSON - MAIN BLDG (AUDITORIUM & FINE ARTS B WING)	Water Heaters	\$ 7,033
82	LARKSPUR - CAFETERIA	Air-Handlers	\$ 641,643
83	LARKSPUR - CAFETERIA (Bldg. to the left of Main office)	Roof Covering	\$ 219,839
84	LARKSPUR - CLASSROOMS	Roof-top Cooling Units	\$ 185,926
85	LARKSPUR - CLASSROOMS	Electrical Distribution Equipment	\$ 12,532
86	LARKSPUR - LIBRARY	Roof-top Cooling Units	\$ 123,951
87	LARKSPUR - MAIN BLDG	Air-Handlers	\$ 135,477
88	LARKSPUR - MAIN BLDG	Roof-top Cooling Units	\$ 61,975
89	LARKSPUR - MAIN BLDG	Electrical Distribution Equipment	\$ 421,025
90	LARKSPUR - MAIN BLDG	HVAC Equipment	\$ 221,272
91	LARKSPUR - MAIN BLDG	Plumbing Fixtures	\$ 8,699
92	LEE - ATHLETIC FACILITY	Roof-top Cooling Units	\$ 1,487,506
93	LEE - AUDITORIUM STAGE	AIR HANDLERS	\$ 416,270
94	LEE - CAFETERIA	Electrical Distribution Equipment	\$ 89,387
95	LEE - I.S.A.	Air-Handlers	\$ 1,522,920
96	LEE - I.S.A.	Exterior Windows	\$ 200,080
97	LEE - I.S.A.	Roof Covering	\$ 611,026
98	LONGS CREEK - MAIN BLDG	Roof Covering	\$ 2,736,696
99	LOPEZ - GYM, CAFETERIA, & FINE ARTS	Plumbing Fixtures	\$ 4,350
100	LOPEZ - GYM, CAFETERIA, & FINE ARTS	Roof Covering	\$ 1,265,289
101	LOPEZ - MAIN BLD	CHILLER (WATER COOLED)	\$ 624,406
102	MACARTHUR - KITCHEN, FINE ARTS, AND CENTRAL PLANT	ROOF COVERING	\$ 858,558
103	MADISON - MAIN BLD	WATER DISTRIBUTION PIPING	\$ 1,040,676
104	MADISON - MAIN BLDG (ADMINISTRATION & CLASSROOMS)	HVAC Equipment (ADMIN RTU)	\$ 426,677
105	MADISON - OLD GYM LOWER ROOF	ROOF COVERING	\$ 104,068
106	MAINTENANCE COMPLEX - Annex I (Facility Maintenance & Transportation)	Exterior Doors	\$ 19,656

# 2025 North East ISD Long-Range Facility Plan

## District Maintenance & Operations (Non-Gordian Projects)



District Maintenance & Operations (Gordian Projects)	Budget	Current Total of Projects Selected	Adj. Project Cost
	\$159,520,000	\$159,520,000	
Project Number	Project Name		
107	MAINTENANCE COMPLEX - Annex I (Facility Maintenance & Transportation)	Roof-top Cooling Units	\$ 520,338
108	MAINTENANCE COMPLEX - Annex II (Storage)	Roof-top Cooling Units	\$ 50,305
109	MAINTENANCE COMPLEX - Annex II (Storage)	Exterior Doors	\$ 41,687
110	MAINTENANCE COMPLEX - Operations Warehouse	Exterior Doors	\$ 34,448
111	MAINTENANCE SHOP - PAINT BOOTH	PAINT BOOTH	\$ 156,101
112	MONTGOMERY - MAIN BLD	RTU AND ERU	\$ 1,040,676
113	NIMITZ - AUDITORIUM	Restrooms	\$ 1,037,630
114	NIMITZ - AUDITORIUM	AIR HANDLER	\$ 104,068
115	NIMITZ - CLASSROOMS & CLINIC	Electrical Distribution Equipment	\$ 16,220
116	NIMITZ - MAIN BLDG (ADMIN, GYM, LIBRARY, CAFETERIA, & CLASSRMS)	Roof-top Cooling Units	\$ 1,040,676
117	NIMITZ - OLD BLD	EXTERIOR WINDOWS	\$ 858,558
118	NIMITZ - TECHNOLOGY BLDG	Air-Handlers	\$ 110,989
119	NORTHWOOD - GYM	Water Heaters	\$ 3,516
120	NORTHWOOD - MAIN BLDG	Restrooms	\$ 520,338
121	NORTHWOOD - MAIN BLDG	Cooling Units	\$ 105,630
122	NORTHWOOD - MAIN BLDG	Electrical Distribution Equipment	\$ 1,196,202
123	OAK MEADOW - MAIN BLD	HVAC FAN COIL UNITS	\$ 1,561,014
124	OAK MEADOW - MAIN BLD	SEWER RE-PIPE UNDER BLD	\$ 624,406
125	OAK MEADOW - MAIN BLDG	Chillers	\$ 857,091
126	OLMOS - GYM & CLASSROOMS	Roof Covering	\$ 425,032
127	OLMOS - GYM & CLASSROOMS	Plumbing Fixtures	\$ 4,350
128	OLMOS - MAIN BLDG	Restrooms	\$ 416,270
129	OLMOS - MAIN BLDG	Water Distribution Equipment	\$ 122,526
130	PRE-K ACADEMY @ WEST AVE - MAIN BLDG	Water Heaters	\$ 10,342
131	RAMEC - RAMEC	Cooling Units	\$ 4,118,548
132	RAMEC - RAMEC	Restrooms (PLUMBING ONLY)	\$ 1,144,743
133	RAMEC - RAMEC	Exterior Doors	\$ 62,441
134	RAMEC - RAMEC	Fire Pump	\$ 205,940
135	REAGAN - FINE ARTS & AUDITORIUM	Air-Handlers	\$ 927,027
136	REAGAN - LEARNING CENTER (ADMINISTRATION, CLINIC, & LIBRARY)	Electrical Distribution Equipment	\$ 6,147
137	REAGAN - LEARNING CENTER (ADMINISTRATION, CLINIC, & LIBRARY)	Roof Covering	\$ 3,459,868

# 2025 North East ISD Long-Range Facility Plan

## District Maintenance & Operations (Non-Gordian Projects)



District Maintenance & Operations (Gordian Projects)	Budget	Current Total of Projects Selected	Adj. Project Cost
	\$159,520,000	\$159,520,000	
Project Number	Project Name		
138	REAGAN - MAIN BLD ( LEARNING CENTER, FINE ARTS)	HVAC ENERGY RECOVERY UNITS	\$ 1,248,811
139	REAGAN - MAIN BLD (LEARNING CENTER, FINE ARTS)	HVAC FAN COIL UNITS	\$ 3,122,028
140	REAGAN - SCIENCE	Plumbing Fixtures	\$ 4,350
141	REDLAND OAKS - MAIN BLD	SCHOOL WIDE WATER LINE REPLACEMENT	\$ 1,170,760
142	REGENCY PLACE - CLASSROOMS & CAFETERIA	Roof-top Cooling Units	\$ 61,975
143	Districtwide - Replacement of Drinking Water Fountains with fillable water bottles option	Drinking Fountains	\$ 1,431,672
144	RIDGEVIEW - CLASSROOMS	Air-Handlers	\$ 1,349,993
145	RIDGEVIEW - MAIN BLDG	Air-Handlers	\$ 962,465
146	RIDGEVIEW - MAIN BLDG	Restrooms	\$ 104,068
147	RIDGEVIEW - MAIN BLDG	HVAC Equipment	\$ 108,553
148	RIDGEVIEW - MAIN BLDG	Cooling Units	\$ 35,156
149	RIDGEVIEW - MAIN BLDG	Water Distribution Equipment	\$ 5,102
150	RIDGEVIEW - MECHANICAL & BOILER ROOM	HVAC Equipment	\$ 55,990
151	ROAN FOREST - MAIN BLDG	Roof-top Cooling Units	\$ 260,169
152	ROAN FOREST - MAIN BLDG	Plumbing Fixtures	\$ 4,350
153	ROYAL RIDGE - MAIN BLDG	Exterior Windows	\$ 57,316
154	ROYAL RIDGE - MAIN BLDG	Roof-top Cooling Units	\$ 139,083
155	ROYAL RIDGE - MAIN BLDG	Water Heaters	\$ 7,033
156	SCHOOL NUTRITION SERVICES - SCHOOL NUTRITION SERVICES	Electrical Distribution Equipment	\$ 60,795
157	SCHOOL NUTRITION SERVICES - SCHOOL NUTRITION SERVICES	Roof Covering (Install proper roof for freezing air)	\$ 2,054,447
158	SERNA - CLASSROOMS	Roof-top Cooling Units	\$ 108,042
159	SERNA - MAIN BLDG	Roof-top Cooling Units	\$ 69,542
160	SERNA - MAIN BLDG (C Bldg. in back)	Roof Covering	\$ 666,731
161	SERNA - MECHANICAL & BOILER ROOM	Boilers	\$ 260,169
162	STAHL - CLASSROOMS	Roof-top Cooling Units	\$ 148,295
163	STAHL - MAIN BLDG	Roof-top Cooling Units	\$ 1,095,968
164	STONE OAK - MAIN BLDG	Roof Covering	\$ 5,323,556
165	STONE OAK - MAIN BLDG	Plumbing Fixtures	\$ 4,350
166	STONE OAK - MAIN BLDG	Water Distribution Equipment	\$ 293,558
167	STONE OAK - MAIN BLDG	Water Heaters	\$ 7,033
168	STONE OAK - MAIN BLDG TOTAL HVAC UPGRADE	Air-Handlers	\$ 3,122,028

# 2025 North East ISD Long-Range Facility Plan

## District Maintenance & Operations (Non-Gordian Projects)



District Maintenance & Operations (Gordian Projects)	Budget	Current Total of Projects Selected	Adj. Project Cost	
	\$159,520,000	\$159,520,000		
Project Number	Project Name			
169	THOUSAND OAKS - MAIN BLDG	Air-Handlers (RTU)	\$	1,561,014
170	TRANSPORTATION NORTH - Building 1 (Offices)	Air-Handlers	\$	225,795
171	TRANSPORTATION NORTH - Building 1 (Offices)	Plumbing Fixtures	\$	8,699
172	TRANSPORTATION NORTH - Building 1 (Offices)	HVAC Equipment	\$	104,068
173	TRANSPORTATION NORTH - Bush Wash	Water Heaters	\$	19,029
174	TRANSPORTATION NORTH - Bush Wash	Water Distribution Equipment	\$	176,135
175	TUCSANY HEIGHTS - MAIN BLDG	Water Heaters	\$	7,033
176	TUSCANY HEIGHTS - CENTRAL PLANT MOVE ELECTRICAL PANEL	ELECTRICAL DISTRIBUTION EQUIPMENT	\$	780,507
177	WALZEM - MAIN BLDG	Roof-top Cooling Units	\$	123,951
178	WALZEM - MAIN BLDG	Cooling Units	\$	70,311
179	WALZEM - MAIN BLDG	Water Distribution Equipment	\$	410,982
180	WALZEM - MECHANICAL ROOMS (2)	Electrical Distribution Equipment	\$	158,067
181	WETMORE - MAIN BLDG	Roof Covering	\$	1,789,086
182	WHITE - MAIN BLDG (ADMIN, LIBRARY, GYM, & CLASSRMS-HAS 2 FLRS)	Roof-top Cooling Units	\$	1,087,447
183	WILDERNESS OAK - MECHANICAL ROOM	Chillers	\$	857,091
184	WINDCREST - CLASSROOMS	Roof-top Cooling Units	\$	259,181
185	WINDCREST - MAIN BLDG	Roof-top Cooling Units	\$	122,334
186	WINDCREST - MAIN BLDG	Exterior Windows	\$	416,270
187	WINDCREST - MAIN BLDG	Roof Covering	\$	1,572,504
188	WOOD - MAIN BLD	CHILLER X2	\$	1,040,676
			\$	159,520,000

# 2025 North East ISD Long-Range Facility Plan

## Extracurricular Programs



Extracurricular Programs	Budget	Current Total of Projects Selected	Adj. Project Cost
	\$84,372,439	\$ 84,372,439	
Project Number	Project Name		
<b>Athletics Department</b>			
1	3 POOLPAKS Installation at Walker Natatorium & POOLPAKS Maintenance at Josh Davis Natatorium		\$ 1,475,000
2	Comalander Stadium Video Board		\$ 650,000
3	Gym Bleacher Replacement/Maintenance		\$ 4,500,000
4	Hard Wire Timing System at Heroes to Replace unreliable wireless Timing System		\$ 115,000
5	Replace all Stadium Lighting to LED - Districtwide Heroes, Wood MS, Comalander, BAC Baseball, BAC Soccer Stadiums - Retrofits with new Musco		\$ 2,850,000
6	Replace Artificial Turf at all HS Football/Soccer Sports Fields		\$ 5,500,000
7	Replace Artificial Turf at Heroes & BAC Stadiums		\$ 1,575,000
8	Artificial Turf at competition Softball Fields		\$ 2,922,439
9	BAC Tennis Center new Post-tension Competition Tennis Courts		\$ 3,500,000
10	Tennis/Swim Center Storage		\$ 1,250,000
11	MS Campus Tennis Courts Resurface		\$ 1,000,000
12	Repair HS & MS Campus Athletics Practice Running Tracks - Districtwide		\$ 7,250,000
13	MS Gym Floor Sanding and Resurface		\$ 2,750,000
14	North East Sports Park Maintenance/P.E. Building		\$ 2,275,000
15	North East Sports Park Restroom Renovations		\$ 575,000
16	Upgrades / Renovation to MacArthur HS Concession Stand at the Gymnasium		\$ 300,000
<b>Fine Arts Department</b>			
17	New Auditorium Facility at Churchill HS		\$ 23,550,000
18	All 7 HS Upgrades to Stage Flooring, Catwalks, Lighting & Sound enhancements, Curtains, etc.		\$ 4,825,000
19	Upgrades to 2 MS existing auditoriums at Eisenhower & Garner MSs		\$ 9,400,000
20	Black Box theatre Upgrades for all HS (Sound System, Lighting, new seating, painting, curtains, etc.)		\$ 2,750,000
21	Upgrades to HS & MS Music Practice Rooms (new sound proof seals, sound proofing, lighting, ventilation, etc.)		\$ 150,000
22	New Dimmer Rack and new stage lighting in the LEE original Auditorium		\$ 185,000
23	New soundproofing and sound doors at Johnson HS Music Classrooms		175000
24	New Marley Flooring at 9 MS Dance Studios/Classrooms		\$ 1,425,000
25	New large high capacity locker HS Spirit & Dance Program Dance Studio locker Room at all HS		\$ 800,000
26	Overall improvement to interior of Dance Studios at all HS Programs (Ceiling fans, shelving, new sound system, new projector/screen, etc.)		\$ 700,000
27	All HS permanent shade structures at the band marching areas for students use.		\$ 1,425,000
28	At Johnson & Roosevelt HS - New High Capacity Collapsible Storage System Dance Program similar to other HS		\$ 500,000
			<b>\$ 84,372,439</b>

# 2025 North East ISD Long-Range Facility Plan

## District Facilities



District Facilities	Budget	Current Total of Projects Selected	Project Budget
	\$57,480,000	\$ 57,480,000	
Project Number	Project Name		
<b>School Nutrition</b>			
1	New Kitchen & Serving Line Addition to Coker ES	\$	3,750,000
2	New Cafetorium (Kitchen, Serving, and Student Dining area) at Larkspur ES	\$	11,875,000
<b>Athletic Program</b>			
3	Facility Renovation and Addition to Littleton Gymnasium (i.e., new bleachers, gym floor, basketball goals, scoreboards, concessions, restrooms, lobby area, lighting, sound system, scoring table, locker rooms, etc.) and new second competitive gym floor.	\$	16,500,000
<b>JROTC Program</b>			
4	Renovate the existing JROTC Facilities at Johnson HS & Roosevelt HS (i.e., High density storage cabinets, storage racks, rifle storage room, laundry room & equipment, etc.) to be similar to other JROTC Facilities.	\$	2,500,000
5	JROTC Shade Structures along Drill Pad Area	\$	650,000
<b>Career &amp; Technical Education CTE</b>			
6	Expand Agriscience Magnet Program at Madison HS - Poultry & Rabbit Project Centers, Upgrade Existing Greenhouse, Upgrade Environmental / Natural Resource Laboratory, Enclosed Cargo Trailer, etc.)	\$	7,750,000
7	Upgrades to existing CTE Center (replace shop car lift, expand welding lab, outdoor storage for construction materials, Expand CTEC Program to ACE Bldg., Security Fence, roll-up door, etc.)	\$	4,895,000
8	Expand the MS Design & Technology Academy (DATA) at Ed White MS	\$	300,000
9	Expand the HS Design & Technology Academy (DATA) at Roosevelt HS	\$	75,000
10	Upgrades to Institute of Cybersecurity & Technology (ICSI) (i.e., new competition areas, cable drops in computer labs, additional student furniture).	\$	7,500,000
11	Upgrades to MacArthur United - Early College Program (i.e., Student Furniture to mimic college flexible seating, add new computer lab, retrofit classrooms to Science Lab/Classroom	\$	450,000
12	Upgrades to the Space and Engineering Technologies Academy (SETA) Magnet Program at Krueger MS (i.e., Additional student furniture, upgrade classroom technology (A/V) System.	\$	35,000
13	Upgrades to the Nimitz MS STEM Academy (i.e., enclose lower concourse for instructional space with electrical drops and seating)	\$	75,000
14	Upgrades to the L.E.E. HS STEM Academy (i.e., Collaborative and conferencing student spaces, improve the STEM Engineering & Robotics Lab)	\$	175,000
15	Upgrades to HS Culinary Program	\$	950,000
			\$ 57,480,000



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 9, 2025

Presenter: Tony Kaman  
SHAC Chair

Subject: School Health Advisory  
Council (SHAC) Annual Report

Related Page(s): 2024-2025 SHAC  
Annual Report

### **PRESENTATION**

#### **BACKGROUND INFORMATION**

Each year, in accordance with Education Code, Chapter 28, the District School Health Advisory Council (SHAC) shall submit to the Board of Trustees, at least annually, a written report that includes:

1. any council recommendations concerning the school district's health education curriculum and instruction or related matters that the committee has not previously submitted to the Board
2. any suggested modification to a council recommendation previously submitted to the Board
3. a detailed explanation of the council's activities during the period between the date of the current report and the date of the last prior written report
4. any recommendations made by the physical activity and fitness planning committee

Per the SHAC Bylaws adopted in November of 2022, a presentation on the annual report must be given to the Board of Trustees on or before June 30 of each year.





# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 9, 2025

Presenter: Dan Villarreal  
Susan Lackorn, Executive Director  
Finance and Accounting  
Rebecca Carrasco, Treasurer

Subject: Consideration and approval of an order authorizing the issuance of "North East Independent School District Unlimited Tax Refunding Bonds, Series 2025"

Related Page(s): Draft Bond Order

## ACTION ITEM

### **BACKGROUND INFORMATION**

Consideration and approval an order authorizing the issuance by the North East Independent School District of its Unlimited Tax Refunding Bonds, Series 2025; 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 execute certain documents relating to the sale of the Bonds; and providing an effective date; 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 "North East Independent School District Unlimited Tax Refunding Bonds, Series 2025" 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, SERIES 2025; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN ESCROW AGREEMENT AND SALE DOCUMENTATION; COMPLYING WITH THE LETTER OF REPRESENTATION ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (*Chapter 1207*), and Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), the Governing Body 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 and Chapter 1371, 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 Governing Body 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 of Trustees (the *Governing Body*) of the North East Independent School District (the *District*) is authorized to issue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations or directly with any place of payment for the Refunded Obligations, or other authorized depository, 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, 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, or directly with any place of payment for the Refunded Obligations, or other authorized depository, which is not the depository bank of the District; and

WHEREAS, BOKF, NA, Dallas, Texas, 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 a gross savings of \$\_\_\_\_\_, taking into account the District's contribution of \$\_\_\_\_\_, and a net present value savings of \$\_\_\_\_\_ (\_\_\_\_\_%), which is more than 3.00%); and

WHEREAS, the Governing Body hereby finds and determines that, pursuant to the authority provided by Chapter 1371, the delegation to the Authorized Officials with the authority to execute an "approval certificate" (a form of which is attached hereto as Schedule II) to approve the final terms of a series of bonds issued hereunder 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, Series 2025" (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. The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_,\_\_\_\_\_,\_\_\_ to provide funds for: (i) 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 \_\_\_\_\_, 2025 (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 bonds authorized herein, including the Bonds, and carrying out the procedures specified in this Order, including approval of the following terms and provisions for each series of unlimited tax bonds:

A. whether such series of Bonds shall be issued as schoolhouse, refunding, or schoolhouse and refunding bonds and if refunding or schoolhouse and refunding bonds, identification and selection from the Refunding Candidates of those District obligations to be included as the Refunded Obligations refunded with proceeds of such series of Bonds;

B. 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 to include (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;

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

D. the rate of interest to be borne on the principal amount of each stated maturity of the Bonds and the interest payment dates for such series of Bonds;

E. the Dated Date for a particular series of Bonds;

F. the optional, extraordinary optional, and mandatory redemption provisions applicable, if at all, to such series of Bonds;

G. the selection of the senior managing underwriter and the co-managers to serve as the syndicate of underwriters selling the Bonds of a particular series;

H. pricing for each series of Bonds, including generation and use of original issue reoffering premium and/or discount, determination of underwriters' compensation (if any), and applicable costs of issuance; and

I. 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 \$283,020,000.
2. The maximum maturity of any series of refunding Bonds authorized will not exceed the final maturity of the series of Refunded Obligations being refunded with the proceeds of the refunding Bonds.
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 5.00% per annum.

4. In connection with the refunding of the Refunding Candidates (hereinafter defined), a series of refunding Bonds shall produce net present value of savings of at least 3.00% (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 \_\_\_\_\_, 2026 (though the closing of a particular series of Bonds sold in accordance with this provision may occur after \_\_\_\_\_, 2026, 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) selection of the Refunding Candidates and completion of Schedule I with those Refunding Candidates selected as Refunded Obligations to be refunded with the proceeds of a particular series of Bonds issued as refunding bonds or refunding and schoolhouse 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 Governing Body, 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, shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on [August 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:

Years of Stated Maturity ([August 1])	Principal Amounts (\$)	Interest Rates (%)
--	---------------------------	-----------------------

Years of Stated Maturity  
([August 1])

Principal  
Amounts (\$)

Interest  
Rates (%)

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about \_\_\_\_\_, 2025), 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 Bonds shall be payable on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing \_\_\_\_\_, 202\_.

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 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 Issuer 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 Issuer may prescribe. The Issuer 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 Issuer 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 Issuer 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 Bonds due and payable by reason of Stated Maturity, redemption, 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 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 Bonds or at the Bonds' Stated Maturity. The Issuer 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 Issuer 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 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 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 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 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 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. Mandatory Redemption of Term Bonds. The Bonds stated to mature on [August 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 [August 1] in each of the years as set forth below:

Term Bonds  
Stated to Mature  
on [August 1], 20\_\_

<u>Year</u>	<u>Principal 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 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.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after [August 1], 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the District, on [August 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.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the 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 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 Bonds shall be entered in the minutes of the Governing Body of the District.

D. Selection of Bonds for Redemption. If less than all Outstanding 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 Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the 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 Bonds, (ii) identify the 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 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 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 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 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 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 Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any 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 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 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 Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate 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 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 Issuer 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 Issuer, 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 Issuer by the President or Vice 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 Issuer on the Dated Date shall be deemed to be duly executed on behalf of the Issuer, 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 a single fully registered Bond in the aggregate principal amount of \$\_\_\_\_,\_\_\_\_,\_\_\_\_ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bond 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 Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates 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 Issuer 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.

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B. Form of Definitive Bonds.

REGISTERED PRINCIPAL  
NO. R- \_\_\_\_\_ AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Bexar  
NORTH EAST INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BONDS,  
SERIES 2025

Dated Date: \_\_\_\_\_ Stated Maturity: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ CUSIP No. \_\_\_\_\_  
\_\_\_\_\_, 2025

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

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

The North East Independent School District (the *Issuer*), 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 Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about \_\_\_\_\_, 2025), 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 on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing \_\_\_\_\_, 202\_.

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 Issuer (the *Order*) for the purpose of providing funds for (i) the discharge and final payment of the Refunded Obligations, and (ii) paying the costs and expenses of issuance of the Bonds, in conformity with the laws of the State of Texas, including Chapters 1207 and 1371, as amended, Texas Government Code.

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 Issuer.

The Bonds stated to mature on [August 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 [August 1] in each of the years as set forth below:

Term Bonds  
 Stated to Mature  
 on [August 1], 20\_\_

<u>Year</u>	<u>Principal 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 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 Bonds stated to mature on and after [August 1], 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on [August 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, together with 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 Issuer 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 principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer 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 Issuer 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 Issuer. 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 Issuer 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 Issuer 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.

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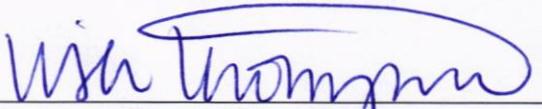
IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

NORTH EAST INDEPENDENT SCHOOL DISTRICT



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

ATTEST:

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

(ISSUER SEAL)



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

Signature page to the Definitive Bonds

39  
S-1

C. \*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.

D. \*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.

E. 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.]*

F. The Initial Bond shall be in the form set forth in paragraph B of this Section, except as follows:

[Form of Initial Bond]

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

REGISTERED  
NO. T-1

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

United States of America  
State of Texas  
County of Bexar  
NORTH EAST INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BONDS,  
SERIES 2025

Dated Date: \_\_\_\_\_, 2025      Stated Maturity: As Shown Below      Interest Rate: As Shown Below      CUSIP No. \_\_\_\_\_

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

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

The North East Independent School District (the *Issuer*), 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 August] 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 Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 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 Closing Date (anticipated to occur on or about \_\_\_\_\_, 2025), 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 February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing \_\_\_\_\_, 202\_.

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption 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.

G. 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 insurer or the Texas Education Agency, as applicable, to appear under the following header (as applicable):

[BOND 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 20 and 39 of this Order have the meanings assigned to them in Sections 20 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 *Authorized Officials* shall mean the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, the Chief Financial Officer, and/or the Executive Director of Finance & Accounting (or any successor to any of the aforementioned persons serving in the indicated capacity).

B. 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.

C. 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.

D. 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.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 1 and August 1 of each year, commencing \_\_\_\_\_, 202\_, while any of the Bonds remain Outstanding.

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

G. 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 Issuer 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.

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

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

(1) North East Independent School District Unlimited Tax Refunding Bonds, Series 2015 (the *2015 Bonds*), dated March 15, 2015, in the original principal amount of \$345,185,000 and scheduled to mature on August 1, 2026, August 1, 2027 (5.00% coupon), August 1, 2027 (3.00% coupon) and August 1 in each of the years 2028 through 2037 in the aggregate principal amount of \$263,725,000 and subject to redemption on August 1, 2025 or any date thereafter; and

(2) North East Independent School District Unlimited Tax Refunding Bonds, Series 2015A (the *2015A Bonds*), dated May 1, 2015, in the original principal amount of \$51,495,000 and scheduled to mature on February 1 in each of the years 2026 through 2030 in the aggregate principal amount of \$19,295,000 and subject to redemption on February 1, 2025 or any date thereafter.

J. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on [August 1] of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated “SERIES 2025 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 Issuer’s depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 20. Any Authorized Official of the Issuer is 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, premium, if any, and/or interest stated to mature 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 Issuer 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 Issuer 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 Issuer, 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 Issuer, 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 Issuer 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 Issuer 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, and capitalized interest, if any, on the Bonds received from the Purchasers of the Bonds shall be deposited into the Bond Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) 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, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer 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 Issuer.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer 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 Issuer 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 Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer 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, 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 Issuer 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 Issuer 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 Issuer, 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. The Bonds authorized by this Order are hereby sold by the District to \_\_\_\_\_ (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 \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, 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.

Proceeds from the sale of the Bonds shall be applied as follows:

A. Accrued interest on the Bonds (in the amount of \$\_\_\_\_\_) received from the Purchasers shall be deposited into the Bond Fund.

B. The District received a [net] reoffering premium from the sale of the Bonds of \$\_\_\_\_\_ which is allocated by the District in the following manner: (1) \$\_\_\_\_\_ to pay the Purchasers' compensation, (2) \$\_\_\_\_\_ to pay certain costs of issuance, (3) \$\_\_\_\_\_ shall be deposited into the Escrow Fund (defined below) to provide for the refunding of the Refunded Obligations.

C. The balance of the proceeds derived from the sale of the Bonds, being principal of the Bonds in the amount of \$\_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_.00 and a portion of the net reoffering premium in the amount of \$\_\_\_\_\_ shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement (hereinafter defined). 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 all in accordance with written instructions an Authorized Official.

SECTION 17: Escrow Agreement Approval and Execution. The Escrow and Trust Agreement, dated as of June 9, 2025 (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 Governing Body; and such Agreement as executed by said officials shall be deemed approved by the Governing Body 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, SERIES 2025 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 such notice of redemption pertaining to the applicable 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 Refunded Obligations in the form and manner described in the order authorizing the respective issuance of the applicable series of 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: 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 33.6, the Issuer 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”.

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

- (1) Immediately following a determination by the Issuer 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 Issuer shall notify the Commissioner, in the name of the Issuer, of (a) the Issuer'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 Issuer to pay in full the principal of and interest on the Bonds which the Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the Issuer and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the Issuer fails to pay principal or interest on a Bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the Issuer'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 20: Covenants to Maintain Tax-Exempt Status.

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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer may commingle Gross Proceeds of the Bonds with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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) At the time the Refunded Obligations were issued, 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 Refunded Obligations were Bonds will invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four years or more.

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

K. Current Refunding of the Refunded Obligations. The Bonds are issued, in part, 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 Issuer 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. Such elections shall be deemed to be made on the Closing Date.

SECTION 21: Control and Custody of Bonds. The President of the Governing Body 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, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer 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 Issuer’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 Issuer 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 Issuer 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 the principal amounts thereof at Stated Maturity, or at the redemption date therefor, together with all interest due thereon, 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 will have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall 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, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of 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. 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 20).

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 Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of 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 Issuer, be remitted to the Issuer 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 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 Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased 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 Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 23: Order a Contract - Amendments - Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer 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 Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, 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 Issuer may, with the written consent of Holders holding a majority in aggregate principal amount 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 thereof, the redemption price therefor, or the rate of interest 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 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 Issuer 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 Issuer 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 Issuer 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 Issuer covenants and agrees particularly that in the event the Issuer (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 Issuer 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 Issuer 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 Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, 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 Issuer, 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 Issuer 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 Issuer 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 Issuer 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 Issuer shall file annually with the MSRB, (1) within six months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer 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 such financial information and operating data, audited financial statements of the Issuer, 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 Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer 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 Issuer 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 Issuer 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 Issuer’s fiscal year. Copies of each audit report must also be filed in the office of the Issuer and with the Secretary, Board of Trustees. The Issuer’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 Issuer 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 Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The Issuer 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 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;
- (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 Issuer, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer 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 Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer 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 Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit 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 Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR 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 Issuer 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 Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the

primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule 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 Issuer (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 Issuer 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 Issuer 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 Issuer so amends the provisions of this Section, it 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 Issuer 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 the Rule.

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, as a supplement (and not as a substitution or replacement of) to the District’s existing policies and procedures pertaining to compliance with the Rule, 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 Issuer 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 Issuer 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 Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any 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, 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 Issuer 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 Issuer 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 Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall

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 Issuer 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 Issuer, or such depository's agent or designee, and if the Issuer 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 Issuer 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 Issuer 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 Agreement, the Purchase Contract, 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 Issuer 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. Though such parties may be identified, and the entry into a particular contract may be authorized, herein, pursuant to Chapter 1207 and Chapter 1371, and any other applicable law, the District hereby delegates to the Superintendent of Schools or the Chief Financial Officer or the Executive Director of Finance & Accounting, the authority to independently select the counterparty to the Paying Agent/Registrar Agreement, the Agreement, any agreement with any rating agency, securities depository or any other contract that is determined by the Superintendent of Schools or the Chief Financial Officer or the Executive Director of Finance & Accounting, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contract on behalf and as the act and deed of the District.

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.]*

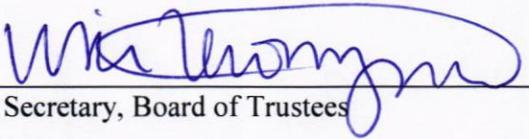
PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2025.

NORTH EAST INDEPENDENT SCHOOL  
DISTRICT



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

ATTEST:



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

(ISSUER SEAL)



Signature page to the Order  
S-1

## INDEX TO EXHIBITS

Schedule I.....	Refunded Obligations
Schedule II .....	Approval Certificate
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Exhibit F .....	DTC Letter of Representations
Exhibit G .....	General Policies and Procedures Concerning Compliance with the Rule

## SCHEDULE I

### Refunded Obligations

1. North East Independent School District Unlimited Tax Refunding Bonds, Series 2015 (the *2015 Bonds*), dated March 15, 2015, in the original principal amount of \$345,185,000 and scheduled to mature on August 1, 2026, August 1, 2027 (5.00% coupon), August 1, 2027 (3.00% coupon) and August 1 in each of the years 2028 through 2037 in the aggregate principal amount of \$263,725,000, to be redeemed on \_\_\_\_\_, 2025.
2. North East Independent School District Unlimited Tax Refunding Bonds, Series 2015A (the *2015A Bonds*), dated May 1, 2015, in the original principal amount of \$51,495,000 and scheduled to mature on February 1 in each of the years 2026 through 2030 in the aggregate principal amount of \$19,295,000, to be redeemed on \_\_\_\_\_, 2025.

**SCHEDULE II**

Approval Certificate

See Tab No. \_\_

**EXHIBIT A**

Paying Agent/Registrar Agreement

See Tab No. \_\_

**EXHIBIT B**

Bond Purchase Agreement

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 Issuer 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 D], but for the most recently concluded fiscal year.

2. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in this Official Statement in [Tables 1 – 6 and 8 - 13 in “Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT” and in Appendix D].

#### **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 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 39B of the Order;

- (c) the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 39C 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: June 9, 2025

Presenter: Kasey Navin

Subject: NEEF MOU with NEISD

Related Page(s): NEISD NEEF MOU

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

In April 2017, the Board of Trustees approved a resolution to establish a stronger partnership with the North East Educational Foundation (NEEF). This collaboration involved creating three new NEISD positions. Executive Director of Partnerships and NEEF: This role combined the responsibilities of the NEISD Director of Partnerships with the leadership of NEEF. Community Relations Specialist (50% NEEF): This position supports NEEF's outreach and engagement efforts. Development Coordinator (75% NEEF): This role focuses on fundraising initiatives for NEEF.

The decision came after careful research on similar foundation models. This "coupling model" allows NEEF to receive designated funding directly for NEISD campuses and projects, ultimately expanding educational opportunities for students across the district. NEEF remains a valuable asset in achieving this goal.

#### **MOU Background:**

This MOU ensures the continuation of our successful partnership and incorporates updates to maintain compliance. The agreement was reviewed by NEISD Attorney Rick Lopez and was approved by the full NEEF board. This renewed MOU adheres to the District's established approval process.

#### **RECOMMENDATION**

Approve and sign the attached NEISD-NEEF MOU to formalize the partnership.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**NORTH EAST INDEPENDENT SCHOOL DISTRICT**  
**and**  
**NORTH EAST EDUCATIONAL FOUNDATION**

This Memorandum of Understanding ("Agreement") is made and entered into by and between the NORTH EAST INDEPENDENT SCHOOL DISTRICT ("North East ISD" or "the District"), a political subdivision organized under the laws of the State of Texas and the NORTH EAST EDUCATIONAL FOUNDATION ("NEEF" or "Foundation"), a 501(c)(3) non-profit organization. This Agreement, which signifies the formalized partnership between the two entities, shall be effective upon the signature of all parties ("Effective Date").

WHEREAS, North East ISD is a public school district located in Bexar County, Texas; and

WHEREAS, the Foundation was established as a charitable organization to provide charitable financial support for the benefit of North East ISD teachers, students, and its community; and

WHEREAS, North East ISD desires to facilitate the Foundation's efforts to raise funds for the furtherance of the educational mission of North East ISD for the benefit of teachers, students, and its community;

NOW, THEREFORE, North East ISD and the Foundation do hereby agree as follows:

**I. RELATIONSHIP**

The parties firmly acknowledge and accept that the Foundation and the District shall be maintained as separate and independent entities. This Agreement does not create a joint venture, partnership, or any other business or corporate relationship between North East ISD and the Foundation. Each party's authority to bind the other is limited to the provisions expressly provided herein and upon prior written authority through a majority vote of the North East ISD's Board of Trustees and the Foundation's Board of Directors during lawful meetings held in accordance with any applicable state and/or federal law or in accordance with applicable bylaws.

## **II. FOUNDATION RESPONSIBILITIES**

- A. During the term of this Agreement, the Foundation agrees to raise funds for the benefit of North East ISD teachers, which are ultimately geared toward allowing them to improve the instruction and educational services they provide to students, as well as promote North East ISD programs consistent with the District's educational mission. The Foundation further agrees to contribute funds raised by the Foundation for activities and programs benefiting North East ISD teachers, as determined by the Foundation's Board of Directors, so that they can provide students with better instructional and educational opportunities in the classroom.

### **ADMINISTRATIVE SUPPORT:**

- B. To facilitate the Foundation's activities to benefit its teachers and students, North East ISD agrees to provide administrative support for Foundation activities at such levels as North East ISD shall determine (in consultation with the Foundation) what is appropriate. Such administrative support shall include providing office space for the Foundation, providing management and clerical assistance through the services of certain North East ISD employees as outlined in this Agreement, and providing budgetary assistance for expenses directly associated with the Foundation's fundraising activities. By signature of the authorized person(s) below, the North East ISD Board of Trustees expressly recognizes the educational purpose of the administrative support costs incurred in connection with this Agreement as necessary and beneficial to its teachers, students, and community.

### **REPORTING:**

- C. The Foundation shall provide North East ISD with an annual written report detailing the Foundation's activities and programs for the benefit of North East ISD teachers, students, and its community during the year and the value of such activities and programs. The report shall be due each fall semester, following the end of the Foundation's fiscal year. The Foundation intends that the value of its activities benefiting North East ISD will exceed the cost of North East ISD's administrative support of the Foundation.

### **RIGHT TO TERMINATE:**

- D. North East ISD administrative support shall be a commitment from current revenue within North East ISD's then-current annual budget. Renewal of this Agreement will be in accordance with Texas Local Government Code § 271.903, or similarly applicable law, concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement, North East ISD shall have the right to terminate this Agreement without default, penalty, or liability, effective as of the expiration of each District budget period if determined, in North East ISD's sole discretion, that there are insufficient funds to extend this Agreement. Either party may terminate this Agreement

based on material breach by the other party, following the provision of thirty (30) days written notice and opportunity to cure. In the event the Foundation shall ever cease to provide funding, fundraising, or other assistance required of it to North East ISD in its role as a supporting organization for North East ISD under Section 501(c)(3) of the Internal Revenue Code, the close collaborative relationship between the Foundation and North East ISD as defined in this Agreement shall conclude. At that time, the Foundation may still support North East ISD at its discretion in accordance with applicable governing law applicable to 501(c)(3) and educational foundations under Texas and/or federal law, but North East ISD shall have no further obligations to the Foundation under this Agreement or otherwise.

**AUDITING:**

- E. The Foundation agrees to have an annual audit performed in accordance with its Bylaws and agrees to provide a copy of such audit to North East ISD.

**BOOKKEEPING:**

- F. The Foundation will maintain separate accounting books as an independent and legally separate entity from North East ISD.

**NONPROFIT STATUS:**

- G. The Foundation will maintain its status as an organization described in Section 501(c)(3) of the Internal Revenue Code as a supporting organization for North East ISD and shall notify North East ISD in writing immediately in the event of any change in the Foundation's tax status.

**III. INDEPENDENCE AND CONTROL**

A. All North East ISD staff who provide administrative support for the Foundation under this Agreement always remain employees of North East ISD under the direct supervision and control of the Superintendent (or the Superintendent's designee) and are subject to all laws, rules, regulations, policies, and procedures applicable to North East ISD employees. The Superintendent (or Superintendent's designee) and the North East ISD Foundation Board will each evaluate the Executive Director's job performance annually.

B. The Foundation will consult with the North East ISD before accepting any gift for the benefit of the District that contains restrictive terms or conditions.

C. The Foundation will have the right to refuse any contribution or donation, or gift that comes from a source which, in the determination of the Foundation Board of Directors, is not in concert with the Foundation's mission or standards.

D. The Foundation will seek its own independent legal counsel in all matters requiring legal advice between the Foundation and the District when there is a potential conflict of interest between the two parties.

#### **IV. RENEWAL TERM**

Upon consideration by the parties to this Agreement, as evidenced by their respective authorized representatives' signatures below, this Agreement is renewed effective July 1, 2025 through the end of the Foundation's fiscal year on June 30, 2028 ("Renewal Term"). Should the parties wish to renew the Agreement thereafter, they may do so through a signed written document expressing intent to do so, after which the Agreement will renew for another one-year period, with any subsequent renewals using the same process ("subsequent Renewal Term"). Any such renewal documents should be attached to this Agreement. Should either party choose not to renew this Agreement, it needs simply to provide written notice to the other party no later than sixty (60) days before the end of the then-current renewal period.

#### **GOVERNING LAW:**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for all disputes shall be in Bexar County, Texas.

#### **V. CONFIDENTIALITY**

To the extent permitted by law, the parties shall maintain the confidentiality of records and information shared pursuant to this Agreement which is designated as confidential by the other party. The Foundation acknowledges that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S. Code § 1232g, governs the privacy and confidentiality of educational records and students' personally identifiable information. The Foundation agrees to maintain the confidentiality of FERPA-protected information and abide by FERPA, as applicable, including but not limited to not disclosing FERPA-protected information to any third party without the written authorization of North East ISD and the individuals to whom the rights under FERPA rest (e.g., parents and/or students over 18).

Any written or electronic records of the Foundation, such as donor lists, that are not required to be shared with the North East ISD under this Agreement or by applicable law shall remain the exclusive property of the Foundation, which, as a 501(c)(3) organization is not a public or governmental entity subject to the Texas Public Information Act. As such, the North East ISD does not have ownership or control over such records.

The Foundation acknowledges that North East ISD is subject to the Texas Public Information Act and waives any claim against and releases North East ISD, its officers, and employees, or agents

with respect to disclosure of information provided pursuant to this Agreement as required by the Texas Public Information Act.

IN TESTIMONY OF WHICH this Agreement in multiple originals, each of equal force, has been executed by authorized representatives of both parties pursuant to resolutions adopted by their respective Boards.

**NORTH EAST ISD**

Name:   
Title: North East ISD Board of Trustee President

Date: 6.9.2025

**NORTH EAST EDUCATIONAL FOUNDATION**

Name: Kimberly Prater  
Title: North East Educational Foundation Chair

Date: 6-9-2025



### Food & Supplies Pricing RFP# 26-25

On Tuesday, March 25, 2025, at 10:30 a.m. RFP# 26-25 was received on the purchase of food and supply products for District cafeterias. The proposal for food and supply products, for the 2025-2026 school year, consists of **123** items ranging from cereal to paper tray items for a total bid amount of **\$2,182,937.08**. It is recommended that the bid be awarded to the following companies for the various items for the total amounts shown. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

Vendor	No. of Items Awarded	Total
Advanced Blending LLC	1	\$8,853.60
Braun Beef Company Inc.	6	\$185,678.40
Churchfield Trading Company	5	\$65,228.14
Daxwell Distribution	11	\$78,161.35
Dispose N Save LLC	6	\$9,094.00
Ekon O Pac	3	\$41,712.00
Gateway Printing & Office Supply	4	\$14,590.80
Gold Star Foods	6	\$127,659.66
Gulf Coast Paper	11	\$188,619.72
Labatt	8	\$91,454.42
MyEcoPlanet, LLC	2	\$29,330.00
National Food Group	1	\$16,240.00
Shaver Foods	1	\$5,399.04
Sysco Central Texas, Inc	45	\$1,080,178.73
The Masters Distribution Systems Co.	12	\$200,078.66
Tyson	1	\$40,658.56
<b>Grand Total</b>	<b>123</b>	<b>\$2,182,937.08</b>

**Fresh Produce RFQ #31-25**

On Monday, May 20, 2025, at 9:00 am RFQ #31-25 was received on the purchase of produce for District cafeterias. Produce will be purchased using periodic quotes as defined in Texas Education Code 44.031. The following vendors have been identified as eligible companies to receive quotes from:

<b>VENDORS</b>
Fernandez Produce Express, Inc.
River City Produce Co

It is recommended the list of vendors for quotes for produce be approved as listed above. The low quote meeting specifications will be awarded for all items. Based on the school year 2024-25 purchasing, the anticipated annual expenditure for the 2025-26 school year is \$1,620,000. The recommended vendors meet the specifications and conditions established by the district.

Bid requests were mailed to all known companies and advertised in Heartbeat.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 9, 2025

Presenter: Dan Villarreal  
Valerie Rueda, 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 2024-2025, 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 2024-2025 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 17, 2024. 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 2024-2025.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ATTACHMENT**  
**BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE**  
**NEISD BOARD MEETING**  
**JUNE 9, 2025**

<b>Category</b>	<b>Vendor(s) Name</b>	<b>Description of Goods/Services</b>	<b>Estimated Expenditures 2024-2025</b>	<b>Bid Compliance</b>	<b>Notes</b>
Facility Maintenance	Cantu Contracting, Inc.	Landscaping Services	\$1,130,000	13-22	November 2024 Board approved \$800,000. Additional \$330,000 needed for additional campuses added to contract.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 9, 2025

Presenter: Dan Villarreal  
Valerie Rueda, Executive Director  
Procurement & eCommerce

Subject: 2025-2026 Anticipated Over Related Page(s): Attachment  
\$50,000 Purchases

### 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 2025-2026, 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 2025-2026 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year. By approving this action item each approved budgeted item will not have to be presented again, saving considerable time and resources. (See Attachment)

#### **BUDGETARY CONSIDERATION**

The estimated expenditure of funds are budgeted in various District accounts for the 2024-2025 school year and will be implemented pending final 2025-2026 budget approval. Funds being expended include; general funds, bond funds, grants 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 2025-2026 pending final 2025-2026 budget approval.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

2025-2026 BOY Over \$50K List

BID COMPLIANCE	VENDOR/CO-OP	DEPARTMENT	DESCRIPTION OF GOODS/SERVICES	AMOUNT
Sourcewell Co-op; DIR Co-op	A T & T	Facility Maintenance	Cell Phone Service	70,000.00
DIR Co-op	A T & T	Management Information Systems (MIS)	Phone Services	361,000.00
46-23	ABIP	Internal Audit	2025 FY External Audit	81,100.00
30-24	AceMart	School Nutrition Services	Small Equipment & Supplies	150,000.00
1GPA Co-op	Active Internet Technologies (formerly Blackboard, Inc.)	Risk Management/Communications	Software	177,315.00
BuyBoard Co-op	Affiliated Com-Net, Inc.	(MIS)	VOIP Telephone System	120,000.00
CTPA -College Station ISD	Agile Sports Technologies dba HUDL	Athletics	HUDL Software	83,500.00
81-23	Alamo Music	Fine Arts	Instruments	50,000.00
Non-competitive Category-Venue- Extracurricular	Alamodome	Pupil Personnel	Graduation Ceremonies	250,000.00
01-23, 03-24, 16-24	Amerigis Healthcare Staffing Services, Inc.	Special Education	Interpretation/Translation services	250,000.00
10-23, 37-23	AMN Allied Services, LLC	Special Education	Speech Services	113,306.00
70-23	Amplify Education	Elementary Reading	Boost Reading K-1/ Boost Lectura K-2	137,319.00
HCDE Co-op	Apple	Technology Services	Journalism Computers	150,000.00
01-23, 37-23, 03-24, 16-24	Assessment Intervention Mgmt.	Special Education	Speech & Evaluation Services	414,918.00
14-23	Athens Administrators	Risk Management	Workers' Comp Claims Administrative Services	275,000.00
Professional Services	Autistic Treatment Center	Special Education	Non-Public Day Placement	604,764.00
EPIC6 Co-op	Avant Assessment, LLC	Curriculum & Instruction	Language Testing	55,510.00
Professional Services	Bayes Achievement Center	Special Education	Residential Placement	630,461.00
12-25	BCBSTX	Risk Management/Employee Benefits	Health & Wellness Supplemental Programs	57,800.00
Non-Competitive Category-Governmental Entity	Bexar Appraisal District	Finance & Accounting	Property Taxes	2,850,000.00
Non-Competitive Category-Governmental Entity	Bexar County Elections	School Board	Election Expenses	150,000.00
Non-Competitive Category-Governmental Entity	Bexar County Juvenile Justice	Pupil Personnel	Government Service	200,000.00
37-23	Beyond Therapy	Special Education	Speech Services	170,000.00
57-20	Blackmon Mooring of Texas, LLC	School Nutrition Services	Clean HVAC Ceiling Vents & Returns - All Campuses	50,000.00

2025-2026 BOY Over \$50K List

BID COMPLIANCE	VENDOR/CO-OP	DEPARTMENT	DESCRIPTION OF GOODS/SERVICES	AMOUNT
Region 20 Purchasing Co-op	Bosworth BRW	Distribution Center	Paper	630,000.00
70-23	BrainPop	Textbooks	Subscription	131,700.00
55-20	Brown & Brown Lone Star (Alamo Insurance Group)	Risk Management	Worker's Comp Excess Insurance Coverage	125,000.00
BuyBoard Co-op	Buckeye Cleaning Centers	Distribution Center	Custodial Supplies	200,000.00
13-22	Cantu Contracting, Inc.	Facility Maintenance	Professional Landscaping	835,000.00
DIR Co-op	Carahsoft Technology Corp	Human Resources/Finance & Accounting	DocuSign & Qualtrics software	175,000.00
35-24	Carlos Moreiras	Athletics	Tennis Instruction	275,000.00
TIPS Co-op	CatapultK12	Communications	Mass Communication/Emergency Mgmt. Software	85,000.00
TIPS Co-op	CDW Government	Network Services	VMware/Microsoft EES/Park Place	2,000,000.00
20-24	CDW Government	Technology Services	Technology Equipment, Google Workspace for Education Licenses, Securely for LLS	400,000.00
02-23	Cengage Learning, Inc.	Textbooks	Proclamation 2024 CTE Instructional Materials Adoption	71,780.00
DIR Co-op	CenturyLink Communications/Lumen	(MIS)	Long Distance and SIP Lines	114,000.00
29-23	Certiport (NCS Pearson)	Career & Tech Education	Instruction resources for Industry Based Certification &, test vouchers	189,000.00
BuyBoard Co-op	CEV Multimedia, Ltd.	Textbooks	Proclamation 2024 CTE Instructional Materials Adoption	866,320.00
Non-Competitive Category- Field trip	Champion Tours & Events, Inc.	Fine Arts	Dance Trips	100,000.00
Interlocal Agreement	Children's Bereavement Center of South Texas (CBCST)	Pupil Personnel	Services	90,000.00
35-24	Christopher Rojas	Athletics	Tennis Instruction	60,000.00
Governmental Entity	City of San Antonio	Early Childhood	PreK4SA	250,000.00
Sole Source	City Public Service Energy	Facility Maintenance	Electrical Service, Utilities	15,500,000.00
12-17	Coca Cola Southwest Beverages	Athletics	Concession Stand Items	150,000.00
Goodbuy Co-op	CodeHS, Inc.	Textbooks	Proclamation 2024 CTE Instructional Materials Adoption	214,445.00
24-23, 29-23	College Board	Guidance Services/Learning Support Services	PSAT, SAT & AP Exams; Advanced Academic Honors Teacher Training	1,350,000.00
28-25	ComPsych Corp.	Risk Management	Employee Assistance Program (EAP) Admin Fees	120,000.00
21-23	Computer Solutions	Network Services	Cisco CCWR - Service	100,000.00
16-22	Culligan Water Conditioning Co.	District Wide	Water Treatment Service & Supplies	175,000.00
01-21, 24-23, 70-23	Curriculum Associates, LLC	Curriculum & Instruction/School Improvement	Learning Tools, Professional Development	129,500.00
70-23	Curriculum Associates, LLC	Special Education & General Education	iReadi Program- Learning Tools	215,483.00

BID COMPLIANCE	VENDOR/CO-OP	DEPARTMENT	DESCRIPTION OF GOODS/SERVICES	AMOUNT
70-23	Curriculum Associates, LLC	Special Education & General Education	iReadi Program- Learning Tools	215,483.00
70-23	Digital Theatre+	Fine Arts	5 Year Subscription	132,000.00
Region 19 Purchasing Co-op	E3 Alliance	School Administration	Professional Development - Wood & Ridgeview	200,000.00
32-23, 61-23	East End Glass	Facility Maintenance	Glass Repair	80,000.00
DIR Co-op	E-Consulting	MIS/Pupil Personnel	Computer Programming and DP Services	100,000.00
70-23	Education Advanced, Inc.	Testing Services	Testing Service-Auto Pilot & Performance Tracker Subscriptions, TestHound Renewal	97,536.00
Interlocal Agreement	Education Service Center Region 20	Curriculum & Instruction	TEKS Bank Test Generator and TEKS Resource System	220,500.00
Interlocal Agreement	Education Service Center Region 20	Learning Support Services	Title II Part A Management Services/Title 1	790,000.00
Interlocal Agreement	Education Service Center Region 20	Science Program	Living Science Materials	113,000.00
Interlocal Agreement	Education Service Center Region 20	Network Services	State Mandated Internet Content Filtering System	210,000.00
01-23, 03-24	Educational Based Services (EBS Healthcare) aka The Stepping Stones Group	Special Education	Speech Services	170,000.00
70-23	Eduphoria	MIS/Performance & Accountability	Eduphoria Software, TEKSBank for Eduphoria Aware	282,100.00
HCDE/Choice Partners Co-op	eDynamic Holdings, LP (eDynamic Learning)	Textbooks	Proclamation 2024 CTE Instructional Materials Adoption	75,390.00
BuyBoard Co-op	EMR Elevator/Elevated Facility Svcs	Facility Maintenance	Elevator and Wheel Chair Lift Related Work Services	300,000.00
01-21	Enome, Inc. (dba Goalbook)	Special Education	MTSS/IEP Support	332,010.00
54-23	Enterprise Holdings, The Hertz Corp	Fine Arts	Leasing of Box Trucks	50,000.00
57-23	Everway Holdco, LLC (previously N2Y)	Special Education	Unique Learning System	300,000.00
08-25	First Source Fire Alarms	Facility Maintenance	Fire Alarm Service	350,000.00
38-23	Five Star Cleaners	Fine Arts	District owned uniform cleaning	65,000.00
71-23	Flowers Baking Co. of San Antonio	School Nutrition Services	Fresh Bread Products	400,516.32
81-23, 30-23	Fred J. Miller	Fine Arts	Uniform Rotations	160,000.00
Allied States Co-op	Fuelman (formerly Texas Fleet Fuel)	Transportation	Fuel	2,000,000.00
25-25	Garratt Callahan	Facility Maintenance	Water Treatment Services	250,000.00
29-23	Goodheart-Willcox Publisher	Textbooks	Textbooks	617,000.00
TIPS Co-op, 29-23	Goodheart-Willcox Publisher	Textbooks	Proclamation 2024 CTE Instructional Materials Adoption	153,302.52
24-23	Great Teams Great Results	School Nutrition Services	Consultant Staff Development	50,000.00
65-23	Gulf Coast Paper	School Nutrition Services	Chemical Products	65,927.56
Non-Competitive Category- Field trip	Half Time Entertainment	Fine Arts	Dance Trip	76,000.00

2025-2026 BOY Over \$50K List

BID COMPLIANCE	VENDOR/CO-OP	DEPARTMENT	DESCRIPTION OF GOODS/SERVICES	AMOUNT
36-21	HEB	Risk Management	Flu Shots and Biometric Screenings	150,000.00
81-23	High School Music	Fine Arts	Instruments	50,000.00
48-23	Hiland Dairy Foods Co., LLC	School Nutrition Services	Milk Products	2,609,070.63
81-23	Hillje Music	Fine Arts	Instruments	50,000.00
16-25	Holmes Murphy & Associates, LLC	Risk Management	Consulting Services	105,000.00
02-23, 24-23, 29-23	Houghton Mifflin Harcourt	Textbooks	Math Textbooks, Digital Licenses	1,058,500.00
Houston ISD-SHARS	Houston ISD-Medicaid Finance & Consulting Services	Special Education	SHARS/Medicaid Billing	155,000.00
70-23	Imagine Learning, LLC	Learning Support Services	Licenses	285,600.00
Sole Source	Infor (US), Inc.	Management Information Systems (MIS)	Lawson Annual Maintenance Renewal	495,000.00
DIR Co-op	Insight Public Sector	Technology Services	JAMF	150,000.00
TIPS Co-op	Insignia Software	Library Services	Library System License	67,000.00
Region 20 Purchasing Co-op	Intech Southwest Services	Instructional Technology	Technology Equipment - Computers, Laptops, Scanners, etc.	830,000.00
1GPA Co-op	International Alliance Group	Human Resources	Staffing Locator Services	300,000.00
70-23	IXL Learning	Curriculum & Instruction/School Improvement	Math and ELA 1-year subscription license GR 2-5	303,875.00
29-24	Ixpalia, Inc. (dba Fiesta Tortillas)	School Nutrition Services	Tortilla Products	123,276.40
33-24	Jordan Ford	Police Dept.	Purchase of Police Vehicles	500,000.00
07-23	Kept Companies	School Nutrition Services	Vent-a-hood Cleaning	91,040.00
70-23	Kev Group	Management Information Systems (MIS)	School Cash License Renewal	120,000.00
OMNIA Partners	Kronos SaaS	Management Information Systems (MIS)	Time Clock Software and Services	165,000.00
Region 20 Purchasing Co-op	Labatt Food Service	School Nutrition Services	Food Products	75,000.00
12-22; DIR Co-op	MGT Impact Solutions (previously Layer 3 Communications)	Network Services	Technology Server & Infrastructure Equipment	93
BuyBoard Co-op	MakeMusic, Inc.	Fine Arts	SmartMusic - 1 year subscription	250,000.00
01-23, 17-24, 01-23	Mar Pediatric Therapy	Special Education	Speech Services	453,250.00
19-23	Marshall Distributing (On-Site Fuels)	Transportation	On-Site Wet Hose Refueling	500,000.00
02-23	McGraw Hill, LLC	Textbooks	Proclamation 2024 CTE Instructional Materials Adoption	122,548.20
02-23	McGraw Hill, LLC	Textbooks	Proclamation 2024 Personal Financial Literacy & Economics	269,538.66
35-22	McGriff Insurance Services	Risk Management	Commercial Property Insurance	5,500,000.00
Sole Source	MDX Medical	Risk Management	BCBSTX Member Rewards	50,000.00
21-23, TIPS Co-op	Minntek Solutions, Inc.	Network Services	Technology Server Storage	500,000.00
BuyBoard Co-op	Mobile Communications America	Transportation	Bus Radio Communication	84,747.00
30-23	Monarch Trophy	Fine Arts	Awards	50,000.00

BID COMPLIANCE	VENDOR/CO-OP	DEPARTMENT	DESCRIPTION OF GOODS/SERVICES	AMOUNT
81-23	Music and Arts	Fine Arts	Instruments	50,000.00
Governmental Entity	NASA	Career & Tech Education	SETA Program Annual Payment #3 of 3	170,000.00
01-23	National Recruiting Consultants	Special Education	Evaluation Services	120,000.00
Non-competitive Category-Field Trips	National Travel	ISA	Travel for Exchange Program to Japan	53,941.00
29-23	NWEA	Textbooks	Diagnostic Assessments; multiple subjects	760,000.00
29-23	NWEA	Textbooks	Annual Online Licenses- <b>3 year subscription</b>	2,792,183.00
39-22	OK Tours	Fine Arts	Charter Bus Services	100,000.00
51-23	Paper Retriever of Texas	Facility Maintenance	Single Stream Recycling	200,000.00
29-23	Pearson	Special Education	Assessment Materials	200,000.00
81-23	Performer's Academy	Fine Arts	Annual Fee (billed monthly)	250,000.00
BuyBoard Co-op	Pied Piper Pest Control	School Nutrition Services	Preventive Maintenance all Cafeteria Kitchens	75,000.00
24-23	PowerSchool Group, LLC	Human Resources	Smartfind Express Subscription	75,000.00
70-23	Primerioedge by Cybersoft	School Nutrition Services	Software	88,945.00
08-25	ProFire	Facility Maintenance	Fire Alarm Service	175,000.00
77-23	Proquest, LLC	Textbooks	Proquest Student & Culturegrams-12 Month Subscription	80,000.00
53-20	Quality Hardwood Floors	Facility Maintenance	Athletic Gym & Fine Arts Stage Refinishing, Repairs	80,000.00
Allied States Co-op	Quaver Ready	Guidance Services	K-8 Guidance Lessons	100,000.00
29-23	Really Good Stuff, LLC	Federal Programs	Family Engagement Events at Title 1 Campuses	75,000.00
36-23	Rethink Autism, Inc.	Special Education	Staff Development	95,000.00
39-21	Riddell All American Sports	Athletics	Football Helmets	75,000.00
TIPS Co-op	Riverside Insights	Gifted and Talented	Instructional Materials, GT Testing	150,000.00
TIPS Co-op	Riverside Insights	Special Education	Assessment/Instructional Materials	85,000.00
17-23	SameGoal	Special Education	Student Management System	373,747.00
77-23	SAVVAS Learning Company LLC	Textbooks	Biology & Physics Textbooks	2,178,092.00
02-23	SAVVAS Learning Company LLC	Curriculum & Instruction	Geometry-Gr 9 & 10 - <b>3 year subscription</b>	178,347.00
02-23	SAVVAS Learning Company LLC	Textbooks	Proclamation 2024 CTE Instructional Materials Adoption	214,291.07
Sole Source	SAWS	Facility Maintenance	Water Service, Utilities	2,420,000.00
E&I Co-op	Schindler Elevator Corp.	Facility Maintenance	Elevator and Wheel Chair Lift Related Work Services	75,000.00
02-23, 29-23	Scholastic	Elementary Reading	Classroom Magazines	96,496.00
02-23, 29-23	Scholastic	Federal Programs	Family Engagement Events at Title 1 Campuses	525,000.00

BID COMPLIANCE	VENDOR/CO-OP	DEPARTMENT	DESCRIPTION OF GOODS/SERVICES	AMOUNT
02-23, 29-23	Scholastic	Learning Support Services	Summer Reading & Math Initiative; Literacy Title 1 Program-Spring	1,000,000.00
Professional Services	Schulman Lopez Hoffer & Adelstein LLP	School Board	Legal Services	900,000.00
TIPS Co-op	Secured Mobility, LLC	Transportation	Smart Tag (annual license, printers & supplies)	239,000.00
TIPS Co-op	SeeSaw Learning, Inc.	Technology Services	PreK-5 Early Literacy Curriculum License	131,362.77
18-24	Sharp Business System	Document Management & Print Services	Copier Parts for Summer Preventative Maintenance Program	125,000.00
TIPS Co-op	SHI Government Solutions	Network Services	Microsoft EES	650,000.00
31-23, 27-23	ShowMakers of America	Fine Arts	Camps, Workshops, Contest	75,000.00
37-17	Skyward, Inc.	Management Information Systems (MIS)	Student System Software	468,000.00
Sole Source	SmartSense	School Nutrition Services	Monitoring System for HACCP compliance	65,592.00
03-24	Soliant Health	Special Education	Speech & Evaluation Services	143,306.00
81-23	Southeastern Performance Apparel	Fine Arts	Fine Arts Uniform Replacement	153,250.00
BuyBoard Co-op	Southern Tire Mart	Transportation	Summer Tire Replacement Program	100,000.00
35-23	Southwest Disposal LLC	School Nutrition Services	Grease Trap Pumping at all Cafeteria Kitchens	75,000.00
BuyBoard Co-op	Southwest Public Safety	Police Dept.	Customize Police Vehicles	112,000.00
47-23	SSR Jackets	Fine Arts	Awards and Jackets	75,000.00
09-22	Stanbury	Fine Arts	Marching Band Uniforms	154,000.00
22-22	Standard Insurance Company	Risk Management	Life Insurance	75,000.00
81-23	Steve Weiss Music	Fine Arts	Instruments	50,000.00
EPIC6 Co-op	Studies Weekly	Curriculum & Instruction	Social Studies Print & Digital Resources GR K-2 3 Year Subscription	305,246.10
EPIC6 Co-op	Studies Weekly	Curriculum & Instruction	Social Studies Digital Resources GR 3-5	98,501.65
36-22	SWBC Insurance Services, Inc.	Risk Management	Cyber Insurance	160,000.00
PACE	TD Industries	Facility Maintenance	Chiller Repairs	550,000.00
Non-Competitive Category- Field trip	Team Travel Source	Fine Arts	Cheer Trip	100,000.00
81-23	Terra Nova	Fine Arts	Instruments	50,000.00
Non-Competitive Category- Field trip	Texas Music Festivals Enterprise	Bradley Middle School	Jazz Group Chicago Trip	51,402.00
36-22	Texas Political Subdivision/McGriff	Risk Management	Casualty Insurance	675,000.00
36-22	Texas Political Subdivision/McGriff	Risk Management	Auto Liability	200,000.00
81-23	Texas Scenic	Fine Arts	Fine Arts equipment	100,000.00
70-23	Themes and Variations/Musicplay, Inc	Fine Arts	Subscription	55,000.00
86-23	Thompson Print Services	Communications	Print Goods And Services	90,000.00

BID COMPLIANCE	VENDOR/CO-OP	DEPARTMENT	DESCRIPTION OF GOODS/SERVICES	AMOUNT
1GPA Co-op	Transfinder Corp.	Transportation	Routefinder Plus & Service Finder Annual License	65,800.00
Interlocal Agreement	Trinity University	Guidance Services	College Advising Corps Advisors	105,000.00
24-23	TX-Star Speech-Language Svcs	Special Education	Speech Services	113,306.00
06-20	Ultimate Drill Book	Fine Arts	Marching Band software	50,000.00
UTHSC	UT Health Science Center	Pupil Personnel	Mental Health Contracted Services	380,000.00
Governmental Entity	UT Onramps	Guidance Services	College Dual Enrollment Courses & Professional Development	300,000.00
Non-Competitive Category- Field trip	Varsity Spirit	Fine Arts	Nationals Competition Registration & Travel	300,000.00
02-23	Vista Higher Learning, Inc.	Curriculum & Instruction	Temas/Themes Supersite-French & Spanish - 6 yr. license	75,000.00
02-23	Vista Higher Learning, Inc.	Bilingual/ESL	Secondary ESL	53,662.00
HCDE/Choice Partners Co-op	Waste Management of Texas, Inc.	Facility Maintenance	Waste Collection	600,000.00
02-24	Webbco Enterprises, LLC	Special Education	Interpretation/Translation services	150,000.00
12-25	Wellbeats	Risk Management	Employee Wellness Program	53,000.00
81-23	Wenger Corp.	Fine Arts	Acoustical Shells @ 2 High Schools	100,000.00
02-24	Worldwide Languages	Special Education	Language Translation Services	150,000.00
29-23	Zaner Bloser Educational	Textbooks/Learning Support Services	Skills Kits; Superkids Foundational Skills Kit	1,758,260.00
25-20; 09-24	Zayo Group, LLC	Network Services	Yearly Cost - LSP & WAN Fiber Network; Dedicated Internet Access Services	477,500.00



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 9, 2025

Presenter: Dan Villarreal  
Valerie Rueda, Executive Director  
Procurement & eCommerce

Subject: 2025-2026 Proposed Cooperative  
Purchasing Contracts

Related Page(s): Attachments

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

As required by law, the District must present an annual written report to the Board of Trustees documenting any contract-related fees, including management fees, for Cooperative Purchasing Contracts. (Texas Education Code §44.031)

#### **ADMINISTRATIVE CONSIDERATION**

North East ISD participates in multiple purchasing cooperatives. Participation in a purchasing cooperative meets the legal requirements of Texas Education Code §44.031 which 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 which provides the best value for the district. Participation in purchasing cooperatives gives the district access to cooperative services and bids which result in financial savings through volume purchasing and time savings through pre-negotiated contracts. North East ISD currently participates in twenty-four (24) purchasing cooperatives. We have provided the 2025 – 2026 listing of proposed Cooperative Purchasing Contracts for board approval for the upcoming new school year.

#### **BUDGETARY CONSIDERATION**

General Funds - \$1,897.00

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board of Trustees approve the report for cooperative purchasing contract fees for fiscal year 2025-2026.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

NORTH EAST INDEPENDENT SCHOOL DISTRICT

2025-2026 PROPOSED ANNUAL REPORT OF PARTICIPATION/MANAGEMENT FEES  
UNDER CERTAIN COOPERATIVE PURCHASING CONTRACTS

Name of Purchasing Cooperative	Participation/Management Fee	2024-2025 Total Fees
1 Government Procurement Alliance (1GPA)	No Fee	\$ -
791 Purchasing Coop	No Fee	\$ -
Bexar County	No Fee	\$ -
City of San Antonio	No Fee	\$ -
Central Texas Purchasing Alliance (CTPA)	Annual Fee	\$ 150.00
Department of Information Resources (DIR)	No Fee	\$ -
Educational & Institutional Cooperative Purchasing (E&I)	No Fee	\$ -
Education Service Center Region 2 (Goodbuy)	No Fee	\$ -
Education Service Center Region 6 (EPIC6)	No Fee	\$ -
Education Service Center Region 11	No Fee	\$ -
Education Service Center Region 13	No Fee	\$ -
Educational Service Center Region 19 (Allied States Cooperative)	No Fee	\$ -
Education Service Center Region 20	Annual fees include \$875 Purchasing, \$772 Technology	\$ 1,647.00
Equalis Group Cooperative Purchasing	No Fee	\$ -
Harris County Department of Education (HCDE)	No Fee	\$ -
Houston-Galveston Area Council (HGAC)	No Fee	\$ -
Houston ISD (SHARS only)	No Fee	\$ -
North East ISD/Birdville ISD Interlocal Agreement	No Fee	\$ -
North East ISD/East Central ISD Interlocal Agreement	No Fee	\$ -
North East ISD/Judson ISD Interlocal Agreement	No Fee	\$ -
North East ISD/San Antonio ISD Interlocal Agreement	No Fee	\$ -
North East ISD/City of Fort Worth Interlocal Agreement	No Fee	\$ -
Omnia Partners	No Fee	\$ -
Purchasing Association of Cooperative Entities (PACE)	No Fee	\$ -
Purchasing Solutions Alliance (PSA)	No Fee	\$ -
Sourcewell	No Fee	\$ -
State of Texas Cooperative Purchasing Program (TXMAS)	Annual Fee	\$ 100.00
TASB BuyBoard	No Fee	\$ -
TexBuy Purchasing Cooperative (ESC Region 16 - TexBuy)	No Fee	\$ -
The Interlocal Purchasing System (ESC Region 8 - TIPS)	No Fee	\$ -
U. S. General Services Administration (GSA)	No Fee	\$ -
UT Health Science Center/TCHATT	No Fee	\$ -
Children's Bereavement Center of South Texas (CBCST)	No Fee	\$ -
	<b>TOTAL:</b>	<b>\$ 1,897.00</b>