

Public Notice of Regular Meeting

The Board of Trustees Union Grove ISD

A Regular Meeting of the Board of Trustees of Union Grove ISD will be held Monday, October 12, 2020, beginning at 6:30 PM in the JH/HS Library, 11377 Union Grove Rd, Gladewater, TX 75647.

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

1. Call to Order
2. Roll Call
3. Opening Prayer
4. Pledge of Allegiance
5. Approve Agenda
6. Public Comments - The Union Grove ISD School Board invites our community to speak during our public meetings. Please know that this is a listening opportunity for the Board, no action will be taken during this meeting on topics shared with the Board during this portion of the meeting. Persons wishing to address the Board shall sign up with the presiding officer prior to the beginning of the meeting and shall indicate the topic about which they wish to speak. In accordance with Board Policy BED(LOCAL), and the Board's procedure on public comment, an individual's comments to the board shall not exceed three minutes per meeting.
7. INFORMATION REPORT
 - A. Hilltop Security Information regarding Bond refinancing
 - B. Program Report - Rocketry
 - C. Bill listing
 - D. Budget analysis
 - E. Enrollment Report
 - F. Investment Report-3rd Qtr
 - G. UG JH/HS ESL Program Report
 - H. JH/HS Principal Report
 - I. Elementary Principal Report
 - J. Athletic Report
 - K. Superintendent Report
 1. Covid Case Update
 2. At Home Learning data
 3. Calendar Adjustments
 4. Veterans Day

5. Teacher Survey
6. Academic UIL - JH/HS
7. Gradebook Companies
8. Letter to Commissioner of Education
8. CONSENT AGENDA
 - A. Minutes of September 14, 2020 - Regular Meeting; September 25, 2020 - Special Meeting
9. ACTION AGENDA
 - A. Business Matters
 1. Consideration and Action - Budget Amendment(s)
 2. Consideration and Action on Order Authorizing the Issuance of Unlimited Tax refunding bonds; Appointing a Pricing Officer and Delegating to the Pricing Officer the Authority to approve the Sale of the Bonds; and Enacting other Provisions relating to the Subject.
 - B. Education Matters
 1. Consideration and Action regarding out of state trip for Rocketry students to New Mexico, Summer 2021
 2. Consideration and Action UGISD District Improvement Plan for 2020-2021
 3. Consideration and Action regarding Texas School Safety Center - District Audit Report
 4. Consideration and Action regarding Calendar modification for the 2020-2021 school calendar.
 5. Consideration and Action regarding District remote learning.
 - C. Board Matters
 1. Announcement of Board Training Credits for 2020
10. CLOSED SESSION [Authority: Tex.Govt.Code Section 551.074]
 - A. Consider personnel matters and possible action on (appointment, duties, discipline, employment, evaluation, leaves, nonrenewal, reassignment, renewal, resignations, termination of probationary contracts, contract extensions, Personnel to include receiving recommendation from superintendent on proposed nonrenewal of teacher contract.)
11. ACTION FOLLOWING CLOSED SESSION
12. ADJOURN

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees

For the Month of September

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
000352	09-30-2020	U.S. Bank, N.A.	024474	5850987	513-71-6599.00-999-199000	AGENT FEES	450.00	N
000577	09-01-2020	TASB Risk Management F	024475	56873	199-00-1411.00-000-100000	QUARTERLY WC	6,963.50	N
			024475	56873	211-00-1411.00-000-100000	QUARTERLY WC	85.00	N
			024475	56873	224-00-1411.00-000-100000	QUARTERLY WC	50.00	N
			024475	56873	240-00-1411.00-000-100000	QUARTERLY WC	1,205.00	N
			024475	56873	266-00-1411.00-000-100000	QUARTERLY WC	20.00	N
Totals for Check 000577							8,323.50	
015745	09-11-2020	Classic Stitch Embroidery	024412	4960	461-36-6399.SB-001-199000	Volleyball Shirts	1,254.00	N
015746	09-11-2020	Card Service Center	024411		461-36-6399.PS-001-199000	Supplies for Print Shop	37.75	N
015747	09-11-2020	Third Generation Sports, I	024410	O764376-01	461-36-6399.SB-001-199000	Volleyball Shirts	235.00	N
015748	09-16-2020	Classic Stitch Embroidery	024443	5130	461-36-6399.SB-001-199000	Volleyball Shirts	42.00	N
015749	09-18-2020	Amazon.com Corporate	024452	435889438757	461-36-6399.DR-001-199000	Supplies for Drama	89.99	N
			024452	577768557979	461-36-6399.DR-001-199000	Supplies for Drama	14.14	N
			024452	578795376869	461-36-6399.DR-001-199000	Supplies for Drama	32.13	N
			024452	439648535968	461-36-6399.DR-001-199000	Supplies for Drama	22.98	N
			024452	435746738354	461-36-6399.PS-001-199000	Supplies for Print Shop	206.66	N
Totals for Check 015749							365.90	
015750	09-25-2020	Taylor Publishing	024472	30011016	461-36-6399.62-001-199000	Yearbook Supplements	1,787.49	N
015751	09-25-2020	Harvest Festival & Livesto	024471		461-36-6399.07-001-199000	Entry fees	260.00	N
015752	09-25-2020	Texas FFA	024470	4385	461-36-6399.07-001-199000	Swine Validation	330.00	N
015753	09-25-2020	Upshur County Youth Exp	024473		461-36-6399.07-001-199000	Livestock Entries	505.00	N
015754	09-25-2020	Winning Ways Awards	024468		461-36-6399.23-001-199000	Supplies for Athletics	812.50	N
063096	09-04-2020	A & E Mill & Welding	210021	RI00242380	199-11-6399.VA-001-122000	Annual Cylinder Rental	462.00	N
			210021	RI00242380	199-51-6319.00-999-199000	Supplies - Aug	13.75	N
Totals for Check 063096							475.75	
063097	09-04-2020	Ana-Lab Corporation	210020	A0496694	199-51-6249.87-999-199000	Sewer Monitoring Fees - Aug	610.00	N
063098	09-04-2020	JUAN DAVID GARZA	210036	5378	199-51-6249.00-999-199000	Pest Monitoring Fees	398.00	N
063099	09-04-2020	Big Sandy ISD	024398	Sep 2020	199-93-6492.01-999-123000	Co-Op Fees	13,820.93	N
			024398	Sep 2020	199-93-6492.02-999-124000	Co-Op Fees	5,506.78	N
	09-15-2020	Big Sandy ISD	024398	Sep 2020	199-93-6492.01-999-123000	INCORRECT VENDOR	-13,820.93	N
			024398	Sep 2020	199-93-6492.02-999-124000	INCORRECT VENDOR	-5,506.78	N
Totals for Check 063099							-0.00	
063100	09-04-2020	Complete Supply Inc	210039	241921	199-51-6319.00-999-199000	Backpack Sprayers	3,500.00	N
063101	09-04-2020	Datamax Inc.	024407	1648747	199-11-6249.99-001-111000	Copier/Printer Maint Fees	116.22	N
			024407	1648747	199-11-6249.99-041-111000	Copier/Printer Maint Fees	8.94	N
			024407	1648747	199-11-6249.99-101-111000	Copier/Printer Maint Fees	125.16	N
			024407	1648747	199-41-6249.00-701-199000	Copier/Printer Maint Fees	17.87	N
			024407	1648747	199-41-6249.00-750-199000	Copier/Printer Maint Fees	17.87	N
			024407	1648747	199-51-6249.01-999-199000	Copier/Printer Maint Fees	8.94	N
Totals for Check 063101							295.00	

For the Month of September

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
063102	09-04-2020	Garland's Indoor Comfort	210022	08202020	199-51-6249.85-999-199000	Repair AC - Prior Yr Repair	182.00	N
063103	09-04-2020	Gilmer Mirror	210027	2020-2021	199-41-6499.00-701-199000	Subscription	31.00	N
063104	09-04-2020	Goode, Haley Marie	024409	09012020	199-52-6299.23-001-191000	VB Security - Harmony	87.50	N
			024403	08312020	199-52-6299.23-041-191000	VB Security - New Diana	106.25	N
Totals for Check 063104							193.75	
063105	09-04-2020	Health Special Risk, Inc.	210016	2020-2021	199-36-6429.00-001-191000	Student Insurance	8,313.00	N
			210016	2020-2021	199-36-6429.00-041-191000	Student Insurance	5,542.00	N
Totals for Check 063105							13,855.00	
063106	09-04-2020	Linebarger, Goggan, Blair	024400	08/01-08/31/20	199-00-2115.00-000-100000	Tax Collection Fees	2,285.77	N
063107	09-04-2020	Morris, Greg W.	024401	08312020	199-36-6299.23-041-191000	VB Official - New Diana	175.00	N
063108	09-04-2020	Pioneer Drama Service Inc	210059	602826	410-11-6321.00-001-111000	digital inst. materials	723.25	N
063109	09-04-2020	Pitney Bowes Global Fin.	024399	3311874864	199-23-6269.00-001-199000	Postage Machine Rental Fees	31.87	N
			024399	3311874864	199-23-6269.00-041-199000	Postage Machine Rental Fees	21.25	N
			024399	3311874864	199-23-6269.00-101-199000	Postage Machine Rental Fees	53.12	N
			024399	3311874864	199-41-6269.00-701-199000	Postage Machine Rental Fees	53.11	N
			024399	3311874864	199-41-6269.00-750-199000	Postage Machine Rental Fees	53.11	N
Totals for Check 063109							212.46	
063110	09-04-2020	Ritchie, Jimmy M.	024404	09012020	199-36-6299.23-001-191000	VB Official - Harmony	125.00	N
063111	09-04-2020	Thurston, Owens, & Newm	210013	38954	199-51-6249.01-999-199000	Repair Ice Machine - FH	910.92	N
063112	09-04-2020	KARLA SQUARE	024405	09012020	199-36-6299.23-001-191000	VB Official - Harmony	125.00	N
063113	09-04-2020	Fredericksburg Education I	210026	2898	199-11-6499.IG-001-122000	Annual Fees	5,500.00	N
063114	09-04-2020	TASA	210041	55065 - Evers	199-23-6495.00-001-199000	tasa/tcwise dues	194.40	N
			210041	55065 - Evers	199-23-6495.00-041-199000	tasa/tcwise dues	129.60	N
Totals for Check 063114							324.00	
063115	09-04-2020	TASB	024406	583311	199-41-6499.00-701-199000	Policy On Line Maintenance	1,000.00	N
			024406	582279	199-41-6499.00-701-199000	Policy Service Subscription	900.00	N
			024406	586637	199-41-6499.00-701-199000	Policy On Line Maintenance	1,150.00	N
			024406	580803	199-41-6499.00-702-199000	Boardbook	1,250.00	N
Totals for Check 063115							4,300.00	
063116	09-04-2020	TASSP	210040	2020-2021	199-23-6495.00-001-199000	tasa/tcwise dues	153.00	N
			210040	2020-2021	199-23-6495.00-041-199000	tasa/tcwise dues	102.00	N
Totals for Check 063116							255.00	
063117	09-04-2020	Texas Assoc Of Rural Sch	210017	2020-2021	199-41-6495.00-701-199000	Membership	450.00	N
063118	09-04-2020	Texas Rural Education As	024408	825	199-41-6499.00-701-199000	Membership	625.00	N
063119	09-04-2020	University Of Texas At Aus	210015	2020-2021	199-36-6499.95-999-199000	UIL Fees	1,600.00	N
063120	09-04-2020	Wells, Melissa Gayle	024402	08312020	199-36-6299.23-041-191000	VB Official - New Diana	175.00	N
063121	09-15-2020	5 S Rental & Sales, LLC	210087	57555	199-36-6299.00-999-199000	Light Tower Rental	211.36	N
063122	09-15-2020	Air Cybernetics Inc.	210007	67744	199-51-6249.00-999-199000	Repair Freezer & A/C - HS	315.50	N

For the Month of September

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063123	09-15-2020	Andrea Gatlin	210081	1846	199-36-6399.00-999-199000	Homecoming Flowers	118.00	N
063124	09-15-2020	Boomtown Industries, LLC	024414	Maint 20/21	199-51-6249.00-999-199000	Annual Inspection Fees	300.00	N
			024414	Main 20/21	199-51-6249.00-999-199000	Annual Inspection Fees	300.00	N
			024414	Aud 20/21	199-51-6249.00-999-199000	Annual Inspection Fees	300.00	N
Totals for Check 063124							900.00	
063125	09-15-2020	CDW Government, Inc.	210051	ZZW3400	199-53-6398.TC-999-199000	Adobe License Renewal	2,450.00	N
063126	09-15-2020	Chicken Express	210070	0019	199-36-6412.FB-001-191000	Varsity Football meals	279.50	N
063127	09-15-2020	EBSCO	210057	1000137197-1	199-12-6399.99-001-199000	databases	226.20	N
			210057	1000137197-1	199-12-6399.99-041-199000	databases	150.80	N
			210057	1000137197-1	199-12-6399.99-101-199000	databases	377.00	N
Totals for Check 063127							754.00	
063128	09-15-2020	Equity Center	210014	2020/2021-221	199-41-6499.00-701-199000	Membership	887.00	N
063129	09-15-2020	Gilmer ISD	024415	Sep 2020	199-93-6492.01-999-123000	CoOp Fees	13,820.93	N
			024415	Sep 2020	199-93-6492.02-999-124000	CoOp Fees	5,506.78	N
Totals for Check 063129							19,327.71	
063130	09-15-2020	Hawkins Auto & Farm Sup	210075	291150	199-51-6319.00-999-199000	Hitches	529.98	N
			210098	292293	199-51-6319.00-999-199000	Trailer Hitches	675.00	N
			210098	292757	199-51-6319.00-999-199000	Trailer Hitches	39.99	N
Totals for Check 063130							1,244.97	
063131	09-15-2020	BD HOLT CO	210008	WIKG0024481	199-34-6249.00-999-199000	Repair Bus #30	40.00	N
			210008	WIKG0024480	199-34-6249.00-999-199000	Repair Bus #30	2,581.48	N
Totals for Check 063131							2,621.48	
063132	09-15-2020	LAURA HORN	210109	09012020	199-36-6299.17-001-199000	Majorette Instructor	625.00	N
063133	09-15-2020	Houghton Mifflin	210042	954963003	410-11-6321.00-101-111000	digital inst. materials	642.00	N
			210042	954963002	410-11-6321.00-101-111000	digital inst. materials	1,670.25	N
Totals for Check 063133							2,312.25	
063134	09-15-2020	LearnKey	210050	0187973-IN	199-11-6398.TC-001-122000	LearnKey (CTE)	580.00	N
063135	09-15-2020	Lexia Learning Systems L	210046	SIN061472	199-11-6398.TC-101-111000	Lexia Learning (Lexia)	5,000.00	N
063136	09-15-2020	Michael Fields DC LLC	210010	144	199-34-6299.00-999-199000	Physical - G. Boyd	55.00	N
063137	09-15-2020	CHARLES MICHAEL ADA	210086	UG2020	199-36-6299.00-999-199000	HC Fireworks	2,500.00	N
063138	09-15-2020	NoRedInk Corp	210049	12128	199-11-6398.TC-001-111000	NoRedInk (JH/HS)	4,000.00	N
			210049	12128	199-11-6398.TC-041-111000	NoRedInk (JH/HS)	1,000.00	N
Totals for Check 063138							5,000.00	
063139	09-15-2020	Pegues Hurst Motor Co.	210025	234706	199-51-6249.01-999-199000	Repair Maint Truck	2,331.45	N
063140	09-15-2020	Quitman ISD	210077	09172020	199-36-6412.XC-001-191000	Cross Country Fee	250.00	N
063141	09-15-2020	Raptor Technologies	210093	63602	199-53-6398.TC-999-199000	Raptor Renewal	1,100.00	N
063142	09-15-2020	Reece Supply Co.	210071	S4314877.001	199-11-6399.PS-001-122000	Supplies	416.83	N
			210071	S4314877.002	199-11-6399.PS-001-122000	Supplies	115.66	N
Totals for Check 063142							532.49	

For the Month of September

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063143	09-15-2020	Renaissance Learning Inc.	210044	5181863-704155	199-11-6398.TC-101-111000	Renaissance Learning (AR)	6,085.00	N
063144	09-15-2020	School Nurse Supply	210043	0806502-IN	199-33-6399.00-001-199000	Supplies	66.50	N
			210043	0806502-IN	199-33-6399.00-041-199000	Supplies	44.34	N
			210043	0806502-IN	199-33-6399.00-101-199000	Supplies	110.84	N
Totals for Check 063144							221.68	
063145	09-15-2020	MICHAEL J. JUDD, JR.	210068	7661	199-51-6249.23-999-199000	Fertilize Football Field	368.00	N
063146	09-15-2020	Systems Design	024418	20-0599	240-35-6398.TC-999-199000	Annual Fees	1,953.00	N
063147	09-15-2020	Fredericksburg Education I	210065	2902	199-11-6399.IG-001-122000	supplies	253.55	N
063148	09-15-2020	TASB	024417	584640	199-41-6499.00-701-199000	Environmental Dues	1,900.00	N
063149	09-15-2020	Texas Dept of State	024416	2020-2021 HS	240-35-6499.00-001-199000	Annual Inspection Fees	180.00	N
			024416	2020-2021 JH	240-35-6499.00-041-199000	Annual Inspection Fees	120.00	N
			024416	2020-2021 Elem	240-35-6499.00-101-199000	Annual Inspection Fees	300.00	N
Totals for Check 063149							600.00	
063150	09-15-2020	Upshur Co Tax Assessor-	024413	2020-2021 #30	199-34-6249.00-999-199000	Vehicle Inspection	22.00	N
063151	09-15-2020	Third Generation Sports, I	210072	0762095-01	199-36-6399.VB-001-191000	Volleyball Travel Suits	1,388.00	N
063152	09-15-2020	Brown, Jimmy T.	024429	09112020	199-36-6299.23-001-191000	FB Official - Alba Golden	105.00	N
063153	09-15-2020	Crutsinger, Ronald Gene	024434	09112020	199-52-6299.23-001-191000	FB Security - Alba Golden	125.00	N
063154	09-15-2020	Datamax Inc.	024437	LG00201028	199-36-6269.00-001-191000	Copier Rental Fees	68.86	N
063155	09-15-2020	Etex Communications	024436	Sept 2020	199-51-6259.00-999-199000	Telephone - District	1,041.82	N
063156	09-15-2020	Gatwood, Anthony Scott	024426	08292020	199-52-6299.23-001-191000	VB Security - Longview Heat	75.00	N
			024426	08222020	199-52-6299.23-001-191000	VB Security - Garrison	75.00	N
Totals for Check 063156							150.00	
063157	09-15-2020	Gilbert, Krysabelle K.	024428	09042020	199-36-6299.23-001-191000	VB Official - Winona	80.00	N
063158	09-15-2020	Gilmer Mirror	024441	14515	199-41-6499.00-750-199000	Ad - Budget/Tax Rate	241.50	N
063159	09-15-2020	Hallonquist, Teresa	024427	09042020	199-36-6299.23-001-191000	VB Official - Winona	80.00	N
063160	09-15-2020	Johnson Controls Fire Prot	024438	21851938	199-51-6299.01-999-199000	Monitoring Fees	600.00	N
063161	09-15-2020	Letsnet	024440	11111920	199-93-6492.91-999-199000	Annual Fees	19,044.31	N
063162	09-15-2020	Longview News Journal	024439	2020-2021	199-41-6499.00-701-199000	Subscription	234.00	N
063163	09-15-2020	McAdams, Susan Stovall	024420	09112020	199-36-6299.23-001-191000	VB Official - Leveretts Chapel	80.00	N
063164	09-15-2020	McKnight, Willie H.	024432	09112020	199-36-6299.23-001-191000	FB Official - Alba Golden	105.00	N
063165	09-15-2020	Petersen, Jeffery Tyler	024431	09112020	199-36-6299.23-001-191000	FB Official - Alba Golden	105.00	N
063166	09-15-2020	Sartor, Matthew William	024435	09112020	199-52-6299.23-001-191000	FB Security - Alba Golden	125.00	N
			024419	09032020	199-52-6299.23-041-191000	FB Security - Queen City	100.00	N
Totals for Check 063166							225.00	
063167	09-15-2020	Southwestern Electric Pow	024425	08/01-08/31/20	199-51-6259.00-999-199000	Electric - District	19,639.20	N
063168	09-15-2020	Venson, LaQuarize	024421	09112020	199-36-6299.23-001-191000	VB Official - Leveretts Chapel	80.00	N

For the Month of September

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063169	09-15-2020	Wells, Melissa Gayle	024442	09112020	199-36-6299.23-001-191000	VB Official - Leveretts Chapel	65.00	N
063170	09-15-2020	West, Randall	024430	09112020	199-36-6299.23-001-191000	FB Official - Alba Golden	105.00	N
063171	09-15-2020	Wilder, Tyler James	024433	09112020	199-36-6299.23-001-191000	FB Official - Alba Golden	105.00	N
063172	09-15-2020	Wilf & Henderson, PC	024424	32814	199-41-6212.00-750-199000	Preliminary Audit Fees	750.00	N
063173	09-15-2020	Williams, Joyce A.	024423	09112020	199-36-6299.23-001-191000	VB Official - Leveretts Chapel	65.00	N
063174	09-18-2020	Air Cybernetics Inc.	024445	67815	199-51-6249.00-999-199000	Repair W/I Freezer	443.78	N
063175	09-18-2020	Allen, Trent	024450	09032020	199-36-6299.23-041-191000	FB Official - Queen City	115.00	N
063176	09-18-2020	Amazon.com Corporate	210058	09022020Tech	199-11-6397.TC-001-111000	New Surface Laptops	748.99	N
			210058	09022020Tech	199-11-6397.TC-999-111000	New Surface Laptops	1,658.97	N
			210083	09082020Tech	199-11-6397.TC-999-111000	Video Capture Cards	39.98	N
			210091	09092020Tech	199-11-6397.TC-999-111000	Surface Charger	22.99	N
			210096	09102020Tech	199-11-6397.TC-999-111000	Surface Laptop Replacement	748.99	N
			210066	09032020JH	199-11-6399.32-041-123000	Furniture	79.99	N
			210092	09092020Cannon	199-11-6399.38-101-111000	Classroom Supplies	299.56	N
			210056	09022020Elem	199-11-6399.52-101-111000	Classroom/Lab Supplies	505.98	N
			210067	09032020Hood	199-11-6399.52-101-111000	Classroom/Lab Supplies	1,450.37	N
			210082	09082020PS	199-11-6399.PS-001-122000	Supplies	194.49	N
			210112	09142020	199-11-6399.PS-001-122000	Infrared Thermometer	53.94	N
			210085	09082020AG	199-11-6399.VA-001-122000	Lab Supplies	76.90	N
			210003	09012020HS	199-36-6399.00-999-199000	Homecoming Supplies	105.08	N
			210062	09032020Admin	199-41-6399.00-701-199000	Supplies for the Office	195.35	N
			210060	09032020Admin	199-41-6399.00-750-199000	Label Maker & Tape	90.04	N
			210073	09042020Maint	199-51-6319.00-999-199000	Brake Drum Assembly	120.24	N
			210094	09102020Maint	199-51-6319.00-999-199000	Aluminum Signs	29.98	N
			210097	9102020Maint	199-51-6319.00-999-199000	Golf cart brake drums	69.90	N
Totals for Check 063176							6,491.74	
063177	09-18-2020	CROSS CLEANING SOLU	210080	41626	199-51-6249.23-999-199000	Pressure Wash Bleachers	3,179.85	N
063178	09-18-2020	Ferguson, Cynthia E.	024447	09142020	199-36-6299.23-041-191000	VB Official - Leveretts Chapel	55.00	N
063179	09-18-2020	Gilmer ISD	024454	Oct 2020	199-93-6492.01-999-123000	CoOp Fees	13,820.93	N
			024454	Oct 2020	199-93-6492.02-999-124000	CoOp Fees	5,506.78	N
Totals for Check 063179							19,327.71	
063180	09-18-2020	Gray, Don	024449	09032020	199-36-6299.23-041-191000	FB Official - Queen City	115.00	N
063181	09-18-2020	Hunter, Sherri	024446	09112020	199-52-6299.23-001-191000	FB Security - Alba Golden	125.00	N
063182	09-18-2020	Laughlin, Toby	024444	09142020	199-52-6299.23-041-191000	VB Security - Leveretts Chapel	37.50	N
063183	09-18-2020	Lawson Products	210064	9307854580	199-51-6319.00-999-199000	Shop Parts & Supplies	405.83	N
063184	09-18-2020	Norris, Kelly W.	024451	09032020	199-36-6299.23-041-191000	FB Official - Queen City	115.00	N
063185	09-18-2020	Pitney Bowes	024453	Jun 17-Sep 17	199-11-6399.00-001-111000	Postage	585.27	N
			024453	Jun 17-Sep 17	199-11-6399.00-041-111000	Postage	390.18	N
			024453	Jun 17-Sep 17	199-11-6399.00-101-111000	Postage	515.58	N
			024453	Jun 17-Sep 17	199-41-6399.00-701-199000	Postage	177.38	N

For the Month of September

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT	
			024453	Jun 17-Sep 17	199-41-6399.00-750-199000	Postage	177.38	N	
			024453	Jun 17-Sep 17	240-35-6499.00-001-199000	Postage	46.26	N	
			024453	Jun 17-Sep 17	240-35-6499.00-041-199000	Postage	30.84	N	
			024453	Jun 17-Sep 17	240-35-6499.00-101-199000	Postage	77.11	N	
			Totals for Check 063185					2,000.00	
063186	09-18-2020	CARLTON E. SMITH	024448	09142020	199-36-6299.23-041-191000	VB Official - Leveretts Chapel	55.00	N	
063187	09-18-2020	Whataburger #1029	210103	09172020	UGISD 199-36-6412.XC-001-191000	Cross Country meals	130.29	N	
063188	09-25-2020	Laurie L. Mooney	210120	2372-4R-2020	199-11-6399.65-001-111000	Drama selections	150.00	N	
063189	09-25-2020	JUAN DAVID GARZA	024464	5432	199-51-6249.00-999-199000	Treat FB for Ants	275.00	N	
063190	09-25-2020	Taylor Publishing	210124	2020-2021	199-11-6399.62-001-111000	Yearbooks	3,500.00	N	
063191	09-25-2020	Boomtown Industries, LLC	210129	45954	199-51-6249.87-999-199000	Haul Sludge - Sewer Plant	2,664.71	N	
063192	09-25-2020	Cannon, John M. Jr.	024461	09172020	199-36-6299.23-001-191000	FB Official - Gladewater	65.00	N	
			024469	09032020	199-36-6299.23-041-191000	FB Official - Queen City	115.00	N	
			Totals for Check 063192					180.00	
063193	09-25-2020	Contractors Building Suppl	210099	1336802-0001	199-36-6299.00-999-199000	Light Tower Rental	149.31	N	
063194	09-25-2020	CDW Government, Inc.	210052	1748792	199-53-6398.TC-999-199000	Microsoft License	4,461.86	N	
063195	09-25-2020	LG2 Restaurant Group	210143	09182020	199-36-6412.FB-001-191000	football meals at Bowie	270.00	N	
063196	09-25-2020	Datamax Inc.	024466	LG00383016	199-11-6269.00-001-111000	Copier/Printer Rental Fees	159.91	N	
			024467	LG00380015	199-11-6269.00-001-111000	Copier/Printer Rental Fees	498.54	N	
			024466	LG00383016	199-11-6269.00-041-111000	Copier/Printer Rental Fees	5.36	N	
			024467	LG00380015	199-11-6269.00-041-111000	Copier/Printer Rental Fees	250.22	N	
			024466	LG00383016	199-11-6269.00-101-111000	Copier/Printer Rental Fees	13.40	N	
			024467	LG00380015	199-11-6269.00-101-111000	Copier/Printer Rental Fees	815.77	N	
			024467	LG00380015	199-11-6269.PS-001-122000	Copier/Printer Rental Fees	265.74	N	
			024467	LG00380015	199-41-6269.00-701-199000	Copier/Printer Rental Fees	154.62	N	
			024467	LG00380015	199-41-6269.00-750-199000	Copier/Printer Rental Fees	154.63	N	
			024466	LG00383016	199-51-6269.01-999-199000	Copier/Printer Rental Fees	13.40	N	
			Totals for Check 063196					2,331.59	
063197	09-25-2020	Eagle Fuel & Oil	210131	137378	199-34-6311.99-999-123000	Diesel	297.46	N	
			210131	137378	199-34-6311.99-999-199000	Diesel	1,146.54	N	
			Totals for Check 063197					1,444.00	
063198	09-25-2020	Jennifer Chapman	024458	UGSU20	240-35-6298.00-999-199000	Start Up Fees	1,500.00	N	
063199	09-25-2020	Garland's Indoor Comfort	210079	7319	199-51-6249.85-999-199000	Install AC at FB Concessions	7,600.00	N	
			210140	7321	199-51-6249.85-999-199000	Replace A/C - Elem	6,608.00	N	
			Totals for Check 063199					14,208.00	
063200	09-25-2020	Garmon, Brandon	210142	2020-2021	199-36-6495.17-001-199000	Membership Dues	190.00	N	
063201	09-25-2020	Gladewater ISD	210157	10032020	199-36-6412.XC-001-191000	Cross Country entry Fee	250.00	N	
063202	09-25-2020	Goode, Haley Marie	024465	09112020	199-52-6299.23-001-191000	VB Security - Leveretts Chapel	68.75	N	
			024465	09112020	199-52-6299.23-001-191000	FB Security - Gladewater	62.50	N	
			Totals for Check 063202					131.25	

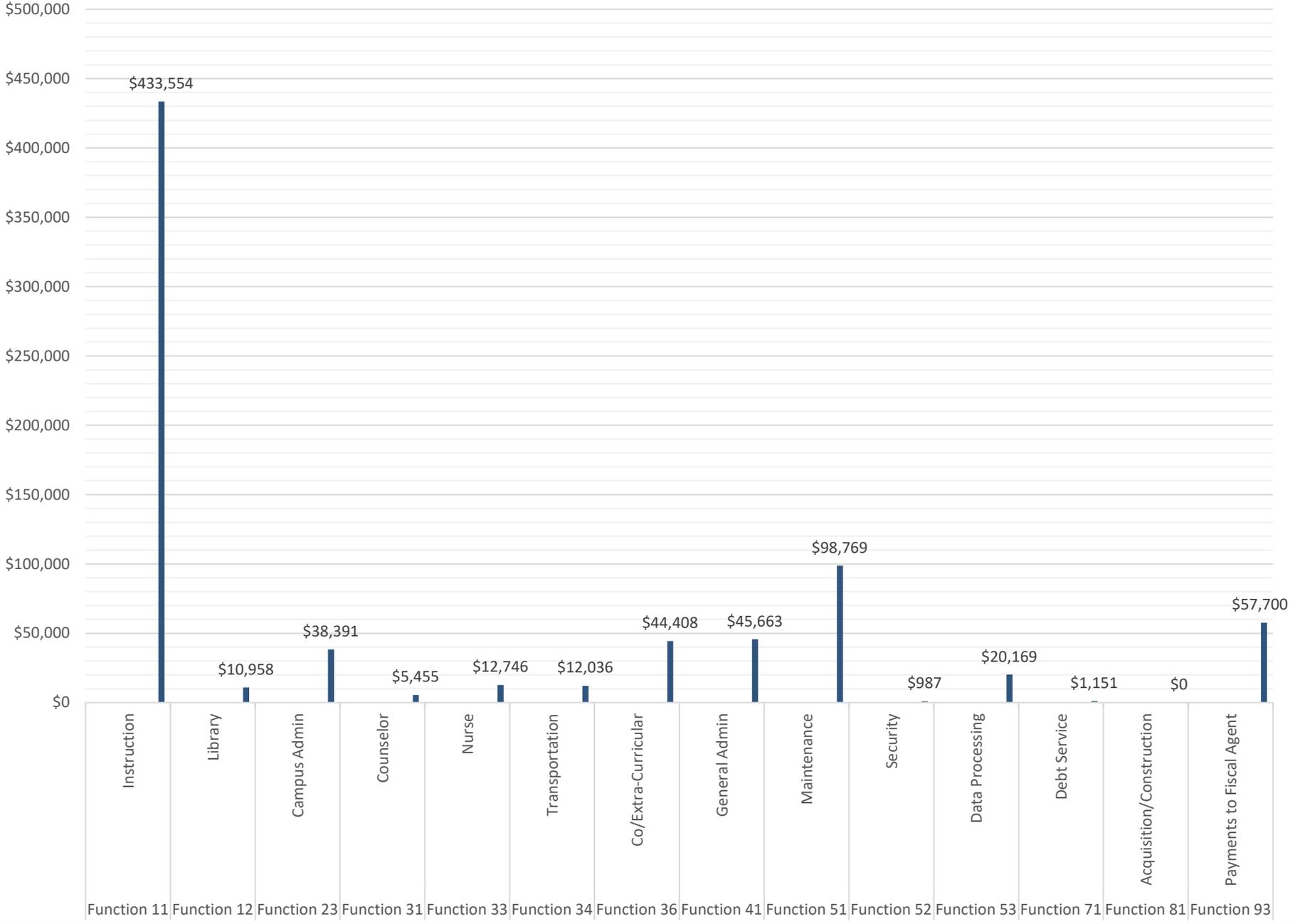
For the Month of September

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
063203	09-25-2020	Van S. Harris	210136	14812	199-36-6399.FB-001-191000	Football Rankings	99.99	N
063204	09-25-2020	MT Library Services, Inc.	210148	523071	199-12-6329.00-001-199000	subscription renewal	641.34	N
			210148	523071	199-12-6329.00-041-199000	subscription renewal	427.56	N
Totals for Check 063204							1,068.90	
063205	09-25-2020	Karczewski Bradshaw LLP	024459	694	199-41-6499.00-701-199000	Title IX Training Webinar	150.00	N
063206	09-25-2020	Lindale ISD	210125	343248	199-36-6412.02-001-199000	Debate/speaking	335.00	N
063207	09-25-2020	Mark's Plumbing	210004	INV001900097	199-51-6319.00-999-199000	Touchless Water Dispensers	4,066.62	N
063208	09-25-2020	National FFA Organization	210151	1576798-0	199-11-6399.VA-001-122000	FFA manuals for classroom	27.99	N
063209	09-25-2020	Norris, Kelly W.	024462	09172020	199-36-6299.23-001-191000	FB Official - Gladewater	65.00	N
063210	09-25-2020	Office Depot	210084	122782033001	199-11-6399.00-101-111000	office supplies	541.85	N
			210084	122791102001	199-11-6399.00-101-111000	office supplies	10.41	N
			210100	123510634001	199-41-6399.00-701-199000	Supplies for Ticket Sales	115.96	N
Totals for Check 063210							668.22	
063211	09-25-2020	Powell, Youngblood, &	024457	2871	199-41-6211.00-701-199000	Legal Fees	1,624.50	N
063212	09-25-2020	Screenecastify, LLC	210164	SC-315492	199-53-6398.TC-999-199000	Screenecastify Renewal	800.00	N
063213	09-25-2020	Smith, James Brian	024463	09172020	199-36-6299.23-001-191000	FB Official - Gladewater	65.00	N
063214	09-25-2020	Thompson, Brian Andrew	210139	2020-2021	199-36-6495.17-001-199000	Membership Dues	190.00	N
063215	09-25-2020	Union Grove Water Supply	024455	Sep 2020	199-51-6259.00-999-199000	Water - District	3,697.33	N
063216	09-25-2020	Verizon	024456	Sep 2020	266-11-6259.00-999-111000	Wifi - District	882.93	N
063217	09-25-2020	Voyager Fleet Systems Inc	024460	869313205039	199-34-6311.00-999-199000	Fuel	114.42	N
				869313205039	199-34-6311.00-999-199000	Fuel Rebate	-17.47	N
			024460	869313205039	199-36-6311.VA-001-199000	Fuel	110.56	N
			024460	869313205039	199-51-6311.00-999-199000	Fuel	325.79	N
Totals for Check 063217							533.30	
063218	09-25-2020	Winning Trophies	210113	9979	499-36-6399.00-999-199000	CC Medals	848.90	N

Total Checks 236,437.77

End of Report

General Fund YTD Expenses - September 2020



Board Report
 Recap Comparison of Revenue to Budget
 UNION GROVE ISD
 As of September

	EstimatedRevenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
199 / 1 GENERAL OPERATING	8,993,329.00	-433,505.95	-433,505.95	8,559,823.05	4.82%
211 / 1 TITLE I, PART A	134,612.00	.00	.00	134,612.00	.00%
224 / 1 IDEA-PART B, FORMULA	71,518.00	.00	.00	71,518.00	.00%
240 / 1 CHILD NUTRITION	359,612.00	-50,069.70	-50,069.70	309,542.30	13.92%
255 / 1 ESEA, TITLE II, PART A	30,998.00	.00	.00	30,998.00	.00%
266 / 1 ESSER GRANT	89,551.00	.00	.00	89,551.00	.00%
270 / 1 TITLE V, PART B	14,195.00	.00	.00	14,195.00	.00%
289 / 1 TITLE IV, PART A - SSAEP	23,680.00	.00	.00	23,680.00	.00%
410 / 1 TEXTBOOK&INSTRUCTION MATERIAL	106,300.00	-53,936.35	-53,936.35	52,363.65	50.74%
429 / 1 SCHOOL SAFETY/SECURITY GRANT	25,000.00	.00	.00	25,000.00	.00%
499 / 1 LOCALLY FUNDED SPECIAL REVENUE	35,000.00	-3,000.00	-3,000.00	32,000.00	8.57%
513 / 1 DEBT SERVICE FUND	889,187.00	-4,222.92	-4,222.92	884,964.08	.47%
Total 5000 Revenues	10,772,982.00	-544,184.92	-544,184.92	10,228,797.08	5.05%
Total 7000 Revenues	.00	-550.00	-550.00	-550.00	.00%
Total Revenues	10,772,982.00	-544,734.92	-544,734.92	10,228,247.08	5.05%

Board Report
Recap Comparison of Expenditures and Encumbrances to Budget
UNION GROVE ISD
As of September

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 1 GENERAL OPERATING	-8,891,967.00	155,294.81	781,986.90	781,986.90	-7,954,685.29	8.79%
211 / 1 TITLE I, PART A	-134,612.00	1,841.40	12,164.81	12,164.81	-120,605.79	9.04%
224 / 1 IDEA-PART B, FORMULA	-71,518.00	.00	8,061.35	8,061.35	-63,456.65	11.27%
240 / 1 CHILD NUTRITION	-386,431.00	275.00	28,820.37	28,820.37	-357,335.63	7.46%
255 / 1 ESEA, TITLE II, PART A	-30,998.00	.00	.00	.00	-30,998.00	-.00%
266 / 1 ESSER GRANT	-89,551.00	11,989.95	3,939.84	3,939.84	-73,621.21	4.40%
270 / 1 TITLE V, PART B	-14,195.00	.00	.00	.00	-14,195.00	-.00%
289 / 1 TITLE IV, PART A - SSAEP	-23,680.00	.00	.00	.00	-23,680.00	-.00%
410 / 1 TEXTBOOK&INSTRUCTION MATERIAL	-106,300.00	.00	3,035.50	3,035.50	-103,264.50	2.86%
429 / 1 SCHOOL SAFETY/SECURITY GRANT	-25,000.00	25,000.00	.00	.00	.00	-.00%
499 / 1 LOCALLY FUNDED SPECIAL REVENUE	-35,000.00	3,421.58	848.90	848.90	-30,729.52	2.43%
513 / 1 DEBT SERVICE FUND	-859,045.00	.00	450.00	450.00	-858,595.00	.05%
Total 6000 Expenditures	-10,668,297.00	197,822.74	839,307.67	839,307.67	-9,631,166.59	7.87%
Total 8000 Expenditures	.00	.00	.00	.00	.00	.00%
Total Expenditures	-10,668,297.00	197,822.74	839,307.67	839,307.67	-9,631,166.59	7.87%

End of Report

**Union Grove ISD Investment Report
For Quarter Ending September 30, 2020**

	% Yield	Maturity Date	Beginning Market Value	Accrued/Paid Interest	Deposits & Withdrawals	Ending Market Value
General Fund						
Money Market/Savings	0.50%		\$ 402,733.35	\$ 518.50	\$ -	\$ 420,273.86
TB&T CD #88422	0.90%	5/1/2021	\$ 1,000,000.00	2,268.49		\$ 1,000,000.00
TB&T CD #88462	0.75%	5/15/2021	\$ 106,575.00	201.47		\$ 106,575.00
TB&T CD #89585	0.65%	9/11/2021	\$ 200,000.00	882.19		\$ 200,000.00
TB&T CD #89586	1.15%	3/15/2021	\$ 250,000.00	724.66		\$ 250,000.00
TB&T CD #94359	0.65%	9/30/2021	\$ 1,500,000.00	12,945.20		\$ 1,500,000.00
Total Investments - General Fund			\$ 3,459,308.35	\$ 17,540.51	\$ -	\$ 3,476,848.86
Debt Service Fund						
Money Market/Savings	0.25%		\$ 10,891.22	7.78	\$ -	\$ 12,653.79
**TB&T CD #92969	0.65%	7/17/2021	\$ 100,000.00	1,754.79		\$ 100,000.00
Total Investments - Debt Service Fund			\$ 110,891.22	\$ 1,762.57	\$ -	\$ 112,653.79
Total Investments			\$ 3,570,199.57	\$ 19,303.08	\$ -	\$ 3,589,502.65

This report is prepared in compliance with the investment strategies expressed in the investment policy of Union Grove ISD as approved by the Board of Trustees and the Public Funds Investment Act (Government Code, Chapter 2256).

Presented for approval - October 12, 2020

Kelly Moore

Kelly Moore, Superintendent

Laurice B. Marshall

Laurice B. Marshall, Business Manager

UGJH/HS ESL Program Report

2019-2020

Students Served

- We currently have four high school students and four middle school students who are classified as ESL and participate in the program.
- One of the middle school students was identified as an English-language-learner upon entering the district last year but did not return signed parent approval to participate in the program until this year.
- One additional grade 10 student is in the first year of monitoring after reclassification in August.
- All current ELLs identified Spanish as their home language.

Proficiency Changes

- Although unable to test in the spring using TELPAS due to COVID-19, three students considered likely to be eligible for exit were tested 8/13/20 using LAS Links.
- One student met all requirements for exit (Academic achievement, all four LAS Proficiencies, teacher-completed Reclassification Rubric) and returned signed parent approval. This student's status has been changed in PEIMS to Monitor-Year 1.
- I anticipate three additional students exiting the program within the next two years based on recent assessment and achievement.

Services Provided

- We currently follow the pull-out ESL model, which means that the English/Language Arts teachers are certified in ESL, not all core teachers, as in the content-based model.
- The new student identified last year was tested using LAS Links to determine proficiency/eligibility to participate and scored "beginning" in one or more categories. Now that he has returned parent approval, he has been assigned ESL accommodations chosen to help him in the area of writing. (The student's parent approved placement in the ESL program and accommodations 9/17/20, and accommodations went into place the same day).

Union Grove Independent School District
Board of Trustees
Minutes
September 14, 2020

The Union Grove ISD Board of Trustees met in a regular meeting on Monday, September 14, 2020, at 6:30 p.m. in the High School Library.

Members present: Jody Day, Bennie Norris, Tim Turner, Justin Smith, Gregg Grubbs and Kelly Chambliss – arrived at 7:15pm

Members absent: Todd Thornton

Also present: Kelly Moore, Superintendent; Sherrill Ballard, Elementary Principal; Rachel Evers, JH/HS Principal; Scotty Laymance, Athletic Director; Laurice Marshall, Business Manager; Terri Woodfin, Superintendent's Secretary; Community Member: Michael Potter

The meeting was called to order by Jody Day, and he also led the board in a prayer.

Pledge of Allegiance: The pledge was led by all in attendance.

It was the consensus of the Board to approve the agenda as presented.

PUBLIC COMMENTS: There were no requests to be heard by the Board on items not on the agenda.

INFORMATION REPORT – Information items were presented to the Board as listed on the agenda.

- A. Bill Listing
- B. Budget analysis
- C. Transportation Report
- D. Enrollment Report – Elem – 371, JH –122 , HS – 235, Total Enrollment – 728
- E. Principal Reports – Sherrill Ballard reported for the Elementary – The elementary is currently averaging 97.4 % attendance rate. In October, they will have a contest, and any classes with over 98% will get a popsicle party. They are currently starting testing with a new program called MAP – Measured Academic Progress. They have created a rock garden and the entire elementary and staff painted rocks to put in the garden.
Rachel Evers reported for the JH/HS – They are currently averaging 95% on attendance. They have started calling all the students who are distancing learning at 2pm to make sure they are counted in the attendance. They are also beginning the MAPS testing at the JH level, and benchmarking at the HS.
Scotty Laymance reported for Athletics – Cross Country: Varsity girls placed 1st at the Gilmer meet last weekend, Varsity Boys – 2nd; JH Girls 2nd. Volleyball are 1-0 in district play; Football won vs. Alba Golden for Homecoming. We are moving the game vs. Maud to the next week.
- F. Superintendent Report
 - 1. Band marching lot – They have begun practice on the lot
 - 2. Academic UIL, One Act Play and Spring Sports – A meeting is scheduled for tomorrow to discuss UIL and OAP. Spring sports have had several meeting, and they are still trying to agree on certain dates.

CONSENT AGENDA - It was the consensus of the Board to approve the minutes for the following, as presented:

- A. August 31, 2020 Special meeting

ACTION AGENDA

A. BUSINESS MATTERS

- 1. Motion was made by Bennie Norris and seconded by Gregg Grubbs to the proposal for FSA to assist the cafeteria with the school food program for the 2020-2021 school year. Motion carried. Unanimous

B. EDUCATION MATTERS

- 1. Motion was made by Kelly Chambliss and seconded by Justin Smith to approve the resolution regarding Extracurricular status of 4-H for the 2020-2021 school year. Motion carried. Unanimous

Closed Session [Authority: Texas Government Code Section 551.074]

Motion was made by Tim Turner and seconded by Bennie Norris that the board adjourn to closed session at 7:24pm.

Motion was made by Tim Turner and seconded by Kelly Chambliss that the board reconvene in open session at 8:37pm.

Action following closed session – None

ADJOURN

Motion was made by Tim Turner and seconded by Gregg Grubbs to adjourn.

President, Board of Trustees

Secretary, Board of Trustees

Superintendent of Schools

Union Grove Independent School District
Board of Trustees
Minutes
September 25, 2020

The Union Grove ISD Board of Trustees met in a special meeting on Friday, September 25, 2020, at 4 p.m. This meeting was held via Zoom or in person at the HS Library. Due to health and safety concerns related to COVID-19 coronavirus, this meeting was conducted by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Members present: Jody Day, Tim Turner, Todd Thornton, Gregg Grubbs and Kelly Chambliss entered the meeting at 4:18 p.m.

Members absent: Justin Smith and Bennie Norris

Also present: Kelly Moore, Terri Woodfin, Supt. Secretary

The meeting was called to order by Jody Day, and he also led the board in prayer.

Pledge of Allegiance – By all in attendance

It was the consensus of the Board to approve the agenda as presented.

PUBLIC COMMENTS: There were no requests to be heard by the Board on items not on the agenda.

1. ACTION AGENDA

- A. Motion was made by Gregg Grubbs and seconded by Tim Turner to table Education matters: Consider and take action to approve percentage of students for UGISD to start Distance Learning. Motion carried. Unanimous

Motion was made by Todd Thornton and seconded by Gregg Grubbs to adjourn. Motion carried. Unanimous

President, Board of Trustees

Secretary, Board of Trustees

Superintendent of Schools

CERTIFICATE FOR ORDER

THE STATE OF TEXAS
UPSHUR COUNTY
UNION GROVE INDEPENDENT SCHOOL DISTRICT

We, the undersigned officers of the Board of Trustees of the Union Grove Independent School District hereby certify as follows:

1. The Board of Trustees of said District convened in a regular meeting on October 12, 2020, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to wit:

Jody Day; President
Tim Turner; Secretary
Kelly Chambliss; Member
Justin Smith; Member

Bennie Norris; Vice President
Todd Thornton; Member
Gregg Grubbs; Member

and all of said persons were present except _____ thus constituting a quorum. Whereupon, among other business the following was transacted at said Meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX REFUNDING BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE THE SALE OF THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried, with all members of said Board shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Order has been duly recorded in said Board's minutes of said Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the passage of said Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Order would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by the Texas Government Code, Chapter 551.

3. The President of the Board of Trustees has approved and hereby approves the Order; and the President and the Secretary of the Board of Trustees hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Order for all purposes.

SIGNED AND SEALED ON OCTOBER 12, 2020.

Secretary, Board of Trustees

President, Board of Trustees

(SEAL)

ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX REFUNDING BONDS;
APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE
AUTHORITY TO APPROVE THE SALE OF THE BONDS; ESTABLISHING CERTAIN
PARAMETERS FOR THE APPROVAL OF SUCH MATTERS; LEVYING AN ANNUAL AD
VALOREM TAX FOR THE PAYMENT OF THE BONDS; AND ENACTING OTHER
PROVISIONS RELATING TO THE SUBJECT

STATE OF TEXAS
UPSHUR COUNTY
UNION GROVE INDEPENDENT SCHOOL DISTRICT

WHEREAS, Union Grove Independent School District (the "*Issuer*") has previously issued, and there are presently outstanding, bonds of the Issuer payable from ad valorem taxes levied and to be levied, assessed and collected within the Issuer, without legal limit as to rate or amount; and

WHEREAS, the Issuer now desires to refund all or part of the Issuer's Unlimited Tax School Building Bonds, Series 2011, the particular maturities of which may be selected and designated to be refunded by the Pricing Officer in the Pricing Certificate (the "*Refunded Obligations*"); and

WHEREAS, Chapter 1207, Texas Government Code ("*Chapter 1207*"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a paying agent for any of the Refunded Obligations; or a trust company or commercial bank that does not act as a depository for the Issuer and is named herein as the escrow agent, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Board of Trustees of the Issuer hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (defined herein) to be executed by the Pricing Officer (defined herein), all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within twenty years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551;

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

Section 1. Recitals, Amount and Purpose of the Bonds; Definitions.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The Bonds of the Issuer are hereby authorized to be issued and delivered in the maximum principal amount of \$3,420,000 with the proceeds of such being used for the for the public purpose of providing funds to refund a portion of the Issuer's Refunded Obligations payable from ad valorem taxes, and to pay costs of issuance of the Bonds.

(c) Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following term shall have the meaning specified below:

(i) "*Authorized Denomination*" means (i) with respect to Current Interest Bonds, any integral multiple of \$5,000 in principal amount and (ii) with respect to Capital Appreciation Bonds, any integral multiple of \$5,000 in Maturity Amount.

(ii) "*Bonds*" means the "Union Grove Independent School District Unlimited Tax Refunding Bonds, Series 2020" and includes all Capital Appreciation Bonds and Current Interest Bonds initially issued and delivered pursuant to this Order and all substitute Capital Appreciation Bonds and Current Interest Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

(iii) "*Capital Appreciation Bonds*" shall mean the Bonds, on which no interest is paid prior to maturity, maturing in the years and in the principal amounts set forth in the Pricing Certificate.

(iv) "*Code*" means the Internal Revenue Code of 1986, as amended.

(v) "*Compounded Amount*" shall mean, with respect to a Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, and plus all interest accrued and compounded to the particular date of calculation.

(vi) "*Current Interest Bonds*" shall mean any Bonds, on which interest is paid semiannually, maturing in each of the years and in the principal amounts set forth in the Pricing Certificate.

(vii) "*Dated Date*" means the Dated Date specified in the Pricing Certificate.

(viii) "*Defeasance Securities*" means any securities and obligations now or hereafter authorized by Texas law that are eligible to discharge obligations such as the Bonds.

(ix) "*Delivery Date*" means the date of delivery of the Bonds to the Purchaser thereof against payment therefor, as specified in the Pricing Certificate.

(x) "*Escrow Agent*" means the entity appointed in the Pricing Certificate to maintain the Escrow Fund.

(xi) "*Escrow Agreement*" means the agreement between the Issuer and the Escrow Agent providing for the deposit of funds or securities into the Escrow Fund to refund the Refunded Obligations.

(xii) "*Escrow Fund*" means the fund established in the Escrow Agreement to be used solely for payment of debt service on the Refunded Obligations.

(xiii) "*Event of Default*" means (i) the failure of the Issuer to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable or (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, which failure materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(xiv) "*Interest and Sinking Fund*" means the special fund created and established in Section 8 of this Order to assure the timely availability of sufficient funds for the payment of debt service requirements on the Bonds.

(xv) "*Issuer*" means Union Grove Independent School District.

(xvi) "*Order*" means this Order adopted by the Board of Trustees of the Issuer authorizing the issuance, sale and delivery of the Bonds.

(xvii) "*Paying Agent/Registrar*" means the Paying Agent/Registrar named in the Pricing Certificate.

(xviii) "*Pricing Certificate*" means a certificate of the Pricing Officer setting forth the terms of sale of the Bonds including the method of sale, principal amount, maturity dates, interest payment dates, dated date, interest rates, yields, redemption provisions, specifying the Refunded Obligations and other matters related to the sale of the Bonds.

(xix) "*Pricing Officer*" means the Superintendent of Schools and Business Manager each of whom is independently authorized to finalize the terms of sale of the Bonds by execution of the Pricing Certificate.

(xx) "*Purchaser*" means (i) if the Bonds are sold by negotiated sale, the underwriter or underwriting syndicate selected by the Pricing Officer, or (ii) if the Bonds are sold by competitive sale by soliciting public bids, the underwriter or underwriting syndicate awarded the Bonds by the Pricing Officer, or (iii) the bank who purchases the Bonds in a private placement transaction.

(xxi) "*Refunded Obligations*" means all or part of the Issuer's Unlimited Tax School Building Bonds, Series 2011, the particular maturities of which may be selected and designated to be refunded by the Pricing Officer in the Pricing Certificate.

(xxii) "*Registered Owner*" means the person or entity in whose name ownership of a Bond is registered, and the term includes beneficial owners of Bonds to whom the benefits of ownership of Bonds accrue notwithstanding that the Bonds may be held by, or registered in the name of, another person or entity.

(xxiii) "*Registration Books*" means the books or records maintained by the Paying Agent/Registrar for the registration of the transfer, conversion and exchange of the Bonds.

Section 2. Delegation to Pricing Officer; Establishment of Sale Parameters.

(a) As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer, is hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, determining which of the Refunded Obligations shall be refunded and carrying out the other procedures specified in this Order, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature (with respect to the Current Interest Bonds) or the amount due at maturity (with respect to the Capital Appreciation Bonds), the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, naming a Paying Agent/Registrar, the method of sale of the Bonds, specifying the tax treatment of the Bonds under the Code, modifying the securities that are eligible as Defeasance Securities, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining the Permanent School Fund guarantee for the Bonds, if available, or bond insurance if the Permanent School Fund is not available and bond insurance is deemed beneficial to the Issuer to achieve the objectives of the refunding. The delegation made to the Pricing Officer shall expire if not exercised by the Pricing Officer on or prior to the date that is six months after the date of adoption of this Order.

(b) No series of Bonds shall be issued pursuant to this Order unless each of the following parameters are satisfied as specified in the Pricing Certificate:

(i) the aggregate original principal amount of the Bonds shall not exceed \$3,420,000;

(ii) no Bond shall mature after February 15, 2041;

(iii) the true interest cost for the Bonds shall not exceed 2.75%;

(iv) the refunding must produce a minimum present value debt service savings of 10.00%; and

(v) the delegation given to the Pricing Officer shall not have expired.

(c) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (b)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds.

(d) The Bonds may be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the Pricing Certificate. In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per Authorized Denomination), including the initial premium, if any, as of each interest compounding date and commencing on the date set forth in such schedule.

(e) In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer the Escrow Agreement, in substantially the form presented to the Board at the meeting at which this Order was adopted and as shall be approved by the Pricing Officer, which Escrow Agreement will provide for the payment in full of the Refunded Obligations. The Pricing Officer is authorized to solicit and purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the Escrow Fund.

(f) The Bonds may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may conform this Order to such private placement, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions relating to the undertaking of the Issuer in accordance with Rule 15c2-12 of the Securities and Exchange Commission (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information as permitted by applicable law).

(g) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the overall debt service requirements on the Bonds will be less than the overall debt service on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which

otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the dates consistent with the savings analysis set forth in Section 2(b) hereof, and the proper notices of such redemption to be provided in accordance with the proceedings authorizing the Refunded Obligations.

(h) The Board of Trustees hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate are required to be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 3. Designation, Date, Authorized Denominations, Numbers, Interest Rates and Maturities of Bonds.

(a) Each Bond issued pursuant to this Order shall be designated "UNION GROVE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, SERIES 2020," unless such series designation is changed in the Pricing Certificate. Except as specified in the Pricing Certificate, initially there shall be issued, sold and delivered hereunder fully registered Bonds, without interest coupons, dated the Dated Date, in Authorized Denominations, with any Current Interest Bonds being numbered consecutively R-1 upward and any Capital Appreciation Bonds being numbered consecutively CR-1 upward, except that the initial Current Interest Bond shall be numbered TR-1 and be in the aggregate principal amount of the Current Interest Bonds and the initial Capital Appreciation Bond shall be numbered TCAB-1 and be in the aggregate Maturity Amount of the Capital Appreciation Bonds, with Bonds issued in replacement thereof being in the respective Principal Amounts and Maturity Amounts as specified in the Pricing Certificate, payable to the respective Registered Owner thereof (with the initial Bonds being made payable to the Purchaser), or to the registered assignee or assignees of said Bonds. If the Bonds are issued solely as Current Interest Bonds, the initial Bond shall be numbered T-1 and be in the aggregate principal amount of the Bonds.

(b) Interest on the Current Interest Bonds shall accrue from the Dated Date or Delivery Date as specified in the Pricing Certificate and shall be payable on the dates in each of the years as specified in the Pricing Certificate. The Current Interest Bonds shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest in the manner provided, on the dates stated, and from the dates set forth, in the "Form of Bond" set forth in **Exhibit A** of this Order to their respective Maturity Dates or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate. The Capital Appreciation Bonds shall mature on the Maturity Dates and be payable in the Maturity Amounts, and accrue interest from the Dated Date or Delivery Date at the rates, as set forth in the Pricing Certificate.

(c) The term Bonds as used in this Order shall mean and include collectively the Bonds initially issued and delivered pursuant to this Order and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term Bond shall mean any of the Bonds.

Section 4. Characteristics of the Bonds.

(a) The Issuer authorizes and directs the Pricing Officer to execute a Paying Agent/Registrar Agreement, in substantially the form presented to the Board at the meeting at which this Order was adopted, with the entity designated in the Pricing Certificate to serve as Paying Agent/Registrar. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar the Registration Books, and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall at all times maintain an office in the State of Texas or shall keep a copy of the Registration Books in the State of Texas.

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

(c) Except as provided in (g) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the "Paying Agent/Registrar's Authentication Certificate", and no such Bond shall be deemed to be issued or outstanding unless such "Paying Agent/Registrar's Authentication Certificate" is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Texas Government Code, Chapter 1201, Subchapter D, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said "Paying Agent/Registrar's Authentication Certificate", the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the

same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/ Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds.

(e) The Bonds shall be issued in fully-registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, and shall have the characteristics as provided in the "Form of Bond" set forth in **Exhibit A** of this Order.

(f) The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 45 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(g) The Initial Bonds issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond issued under this Order the Paying Agent/Registrar shall execute the "Paying Agent/Registrar's Authentication Certificate" in the form set forth in the "Form of Bond." The Initial Bonds delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Order, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which Comptroller's Registration Certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller. Except as described above, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this

Order unless and until there appears on such Bond the "Paying Agent/Registrar's Authentication Certificate" substantially in the form provided in this Order, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the "Paying Agent/Registrar's Authentication Certificate" on all of the Bonds.

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

Section 5. Book-Entry-Only System. The Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and The Depository Trust Company ("*DTC*"), New York, New York, initially will act as depository for the Bonds. DTC has represented that it is a limited purpose trust company incorporated under the law of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the Issuer accepts, but in no way verifies, such representations. Immediately upon initial delivery of the Bonds that are payable to the Purchaser, the Paying Agent/Registrar shall cancel such Bonds, and substitute Bonds shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Bonds on behalf of the Purchaser and their respective participants. So long as each Bond is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system that will identify ownership of the Bonds in Authorized Denominations, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Bonds initially deposited with DTC shall be immobilized and not be further exchanged for substitute Bonds except as hereinafter provided. The Issuer is not responsible or liable for any function of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Bonds. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Bonds, and the method of paying the fees and charges of DTC. The Issuer does not represent, nor does it in any respect covenant that the initial book-entry system establishment with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Order, substitute Bonds will be duly delivered as

provided in this Order, and there will be no assurance or representation that any book-entry system will be maintained for such Bonds. To effect the establishment of the foregoing book-entry system, the President of the Board of Trustees of the Issuer or the Superintendent of the Issuer are hereby authorized to execute a "DTC Letter of Representation" in the form provided by DTC to evidence the Issuer's intent to establish said book-entry system. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 6. Redemption Provisions.

(a) Optional Redemption. The Bonds may be subject to optional redemption prior to maturity on the dates and at the redemption prices as set forth in the Pricing Certificate. The Pricing Officer is hereby delegated to make such modifications to the provisions of this section in the Pricing Certificate as are necessary to complete the sale and delivery of the Bonds.

(b) Notice of Redemption. At least thirty days prior to the date fixed for any redemption of Bonds, or portions thereof, prior to maturity, the Issuer shall cause written notice of such redemption to be sent by United States mail, first class, postage prepaid, to each Registered Owner of a Bond to be redeemed, in whole or in part, at the address of the Registered Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice. All notices of redemption mailed shall be conclusively presumed to have been given irrespective of whether received by the Registered Owner.

(c) Firm Banking and Financial Arrangements. By the date fixed for any prior redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be redeemed. If written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be redeemed shall automatically be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond having the same maturity date, bearing interest at the same rate, in an Authorized Denomination, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer.

(d) Selection of Bonds, for Redemption. If less than all Bonds of the same maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall randomly select by lot the Bonds within such maturity to be redeemed.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be

redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 7. Form of Bond. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions, or insertions as are permitted or required by this Order. The Form of Bond as it appears in **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the Form of Bond to reproduced as an exhibit to the Pricing Certificate.

Section 8. Tax Levy; Perfection of Security Interest; Appropriation of Current Funds.

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

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the Issuer under this section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under this section is to be subject

to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(c) In order to pay any debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 9. Defeasance of Bonds.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "*Defeased Bond*") within the meaning of this Order, except to the extent provided in subsection 9(d), when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable.

(b) At such time as a Bond shall be deemed to be a Defeased Bond, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities. 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 subsection 9(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(c) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions

permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 9(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

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

(e) In the event that the Issuer elects to defease less than all the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

(f) The Pricing Officer is hereby authorized to modify the securities that are eligible as Defeasance Securities and any such modification shall described in the Pricing Certificate.

Section 10. Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds.

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

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

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

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

(e) Authority for Issuing Replacement Bonds. In accordance with Tex. Gov't Code Ann. Chapter 1201, Subchapter D, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3 of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 11. Custody, Approval, and Registration of Bonds; Bond Counsel Opinion; Engagement of Bond Counsel; Attorney General Review Fee; CUSIP Numbers.

(a) The President of the Board of Trustees of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser.

(c) In accordance with the provisions of Section 1202.004, Texas Government Code in connection with the submission of the Bonds by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bonds, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bonds. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Bonds, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Bonds.

Section 12. Covenants Regarding Tax Exemption of Interest on the Bonds.

(a) **Covenants.** The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a)(i) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(iv) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(v) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148 1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(viii) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings" (within the meaning of section 148(f) of the Code) and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(ix) to assure that the Bonds are used for solely refunding the Refunded Obligations.

(b) Rebate Fund. In order to facilitate compliance with subsection 12(a)(viii), a "*Rebate Fund*" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Registered Owners. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of refunded obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Superintendent to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Procedures to Monitor Compliance with Tax Covenants. The District hereby adopts

the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made herein.

(e) **Designation as Qualified Tax Exempt Obligations.** The Issuer hereby designates the Bonds as "qualified tax exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax exempt obligations issued, during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 13. Disposition of Project. The Issuer covenants that the property financed with the proceeds of tax-exempt bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of such bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 14. Sale of Bonds and Approval of Official Statement.

(a) The Bonds shall be sold and shall be delivered to the Purchaser subject to the parameters set forth in Section 2.

(b) The Bonds may be sold pursuant to a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the Purchaser of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Purchaser thereof as set forth in the Pricing Certificate.

(c) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a term sheet to solicit bids for the Bonds, a notice of sale and bidding instructions, a preliminary official statement or a final official statement relating to the Bonds to be used by the Purchaser in the marketing of the Bonds. The Issuer hereby approves the distribution of a Preliminary Official Statement and Official Statement in the reoffering of the Bonds by the Purchaser in final form, with such changes therein or additions thereto as the Pricing Officer may deem advisable. The Pricing Officer is authorized to deem any Preliminary Official Statement final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as of its date, except for the omission of information specified in Section (b)(1) of Rule 15c2-12, as permitted by Section (b)(1) of Rule 15c2-

12.

Section 15. Redemption of Refunded Obligations; Approval of Escrow Agreement.

(a) Subject to execution and delivery of the Purchase Agreement with the Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the Notice of Redemption of the Refunded Obligations that contains the information required by the proceedings authorizing the Refunded Obligations to the paying agent for the Refunded Obligations. The Notice of Redemption shall be attached as an exhibit to the Pricing Certificate.

(b) The paying agent/registrars for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the proceedings authorizing the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption dates of the Refunded Obligations.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrars for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the order of the Issuer authorizing the issuance of such Refunded Obligations. For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrars shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the order authorizing the Refunded Obligations, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrars, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the Escrow Fund deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 2 of this Order, or from amounts deposited with the paying agent/registrars for the Refunded Obligations from proceeds of the Bonds, if there is no Escrow Agreement.

Section 16. Method of Amendment. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions:

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

(b) Amendment Requiring Consent. The Registered Owners of Bonds aggregating in a majority of the principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right to approve any amendment to this Order that may be deemed necessary or desirable by the Issuer; provided, however, the consent of the Registered Owners of 100% of the aggregate principal amount of then outstanding Bonds shall be required in order to amend the terms and conditions of this Order or the Bonds so as to:

- (i) make any change in the maturity of any of the outstanding Bonds;
- (ii) reduce the rate of interest borne by any of the outstanding Bonds;
- (iii) reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (iv) modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (v) change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment and state whether consent of the Registered Owners is or is not required for such proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and which shall specifically

consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of a majority in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

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

Section 17. Further Procedures. The President or Vice President and Secretary of the Board of Trustees of the Issuer, and the Superintendent and Business Manager of the Issuer shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Letter of Representations with DTC regarding the Book-Entry Only System, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, the Purchase Agreement between the Issuer and the Underwriter, all forms and documents necessary to ensure the interest on the Bonds is exempt from federal income taxation, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. The President and Secretary of the Board of Trustees of the Issuer shall sign each Bond, including the initial bonds, with their manual or facsimile signatures, and the official seal of the Issuer shall be duly impressed, or placed in facsimile, on each Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 18. Compliance With Rule 15c2-12 (17 C.F.R. § 240.15c2-12).

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) "*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) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(ii) "*MSRB*" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

(iii) "*Rule*" means SEC Rule 15c2 12, as amended from time to time.

(iv) "*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within the periods described in the Pricing Certificate, certain updated financial information and operating data pertaining to the Issuer, as described in the Pricing Certificate.

(c) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, 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 statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the Issuer shall provide unaudited financial information of the type described in the Pricing Certificate within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(d) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(e) Event Notices.

(i) *Material Event Notices*. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

(A) non-payment related defaults;

(B) modifications to rights of Registered Owners;

(C) Bond calls;

(D) release, substitution, or sale of property securing repayment of the Bonds;

(E) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(F) appointment of a successor or additional trustee or the change of name of a trustee;

(G) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect Bondholders, if material.

(ii) *Event Notices Without Regard to Materiality.* The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

(A) principal and interest payment delinquencies;

(B) unscheduled draws on debt service reserves reflecting financial difficulties;

(C) unscheduled draws on credit enhancements reflecting financial difficulties;

(D) substitution of credit or liquidity providers, or their failure to perform;

(E) adverse tax opinions or 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;

(F) tender offers;

(G) defeasances;

(H) rating changes;

(I) bankruptcy, insolvency, receivership or similar event of an obligated person;

(J) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(iii) 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 subsection (b) of this Section by the time required by such subsection.

(f) Limitations, Disclaimers, and Amendments.

(i) 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 the notice required by subsection (e) hereof of any Bond calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the Registered Owners 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.

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

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the 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.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners 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) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 19. Facilities Allotment Funds; State Assistance Funds.

(a) In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with the instructional facilities allotment program established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any successor State funding program that provides a debt service subsidy for the Bonds and, in either case, that requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund 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 Interest and Sinking Fund for the Bonds created pursuant to Section 8. Notwithstanding the requirements of Section 8, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes that otherwise would have been required to be levied pursuant to Section 8 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

(b) To the extent that the Issuer demonstrates to the Texas Attorney General that the Issuer's ability to comply with the requirements of Section 45.0031, Texas Education Code, as amended, is contingent on receiving State assistance, the Issuer covenants, to the extent required, and for so long as required, to comply with the provisions of said Section 45.0031, and to not set a tax rate for a year until the Issuer has credited to the account of the Interest and Sinking Fund for the

Bonds the amounts of State assistance received or to be received in accordance with the terms of said Section 45.0031.

Section 20. Permanent School Fund Guarantee Program. The Issuer covenants to timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Texas Permanent School Fund. Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available. In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller of Public Accounts of the State of Texas is authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 21. Inconsistent Provisions. All indentures, orders or resolutions, or parts thereof, that 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 contained herein.

Section 22. 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 23. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 24. Remedies for Events of Default.

(a) **Remedies for Default.** Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized legal representative thereof, including, but not limited to, a trustee for such Registered Owner, may proceed against the Issuer or the Board of Trustees of the Issuer, as appropriate, for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained in this Order, to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies. All such proceedings for remedy shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(b) Remedies are not Exclusive.

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

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

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

EXHIBIT A

FORM OF BOND

(a) The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this Exhibit A shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the Form of Bond to reproduced as an exhibit to the Pricing Certificate.

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO. R- UNITED STATES OF AMERICA PRINCIPAL
STATE OF TEXAS AMOUNT
\$[_____] UNION GROVE INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2020

INTEREST RATE [DATED DATE / MATURITY DATE CUSIP NO.
DELIVERY DATE] _____
[-], 2020

REGISTERED OWNER: []

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, UNION GROVE INDEPENDENT SCHOOL DISTRICT (the "Issuer"), in Upshur County, Texas, being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (the "Registered Owner") the Principal Amount set forth above, and to pay interest thereon from the [Dated Date / Delivery Date] set forth above, on [-] and on each February 15 and August 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; pro-vided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the

Registered Owner hereof upon presentation and surrender of this Bond at maturity or the date fixed for its redemption prior to maturity, at the corporate trust office of [U.S. Bank National Association], Dallas, Texas (the "*Paying Agent/Registrar*"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Order authorizing the issuance of this Bond (the "*Bond Order*") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "*Record Date*") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for thirty 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 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Bonds shall be payable in the regular manner described above). The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

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

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

NO. CR-	UNITED STATES OF AMERICA STATE OF TEXAS UNION GROVE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND SERIES 2020	MATURITY AMOUNT \$ _____
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<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	[-], 2020		

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, UNION GROVE INDEPENDENT SCHOOL DISTRICT (the "*Issuer*"), in Upshur County, Texas, being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (the "*Registered Owner*") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest on this Bond. Interest shall accrue on the principal amount hereof from the Delivery Date at the interest rate per annum specified above, compounded semiannually on August 15 and February 15 of each year commencing [-]. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per Authorized Denomination compounded semiannually at the yield shown on such table.

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

[FORM OF REMAINDER OF EACH BOND]

THIS BOND is one of a series of Bonds dated [-], 2020 authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[-], with the proceeds of such being used for the purpose of refunding certain outstanding bonds of the Issuer (the "*Refunded Obligations*"), and to pay costs of issuance of the Bonds. The Bonds are comprised of (i) Bonds in the aggregate original principal amount of \$[-] that pay interest only at maturity (the "*Capital Appreciation Bonds*") and (ii) Bonds in the aggregate original principal amount of \$[-] that pay interest semiannually until maturity (the "*Current Interest Bonds*").

ON [-] OR ON ANY DATE THEREAFTER, the Bonds of this series maturing on [-] may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an Authorized Denomination), at a redemption price equal to the principal amount, or compounded amount, of the Bonds to be redeemed, plus accrued interest on the Current Interest Bonds to the date fixed for redemption.

AT LEAST THIRTY days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, the Issuer shall cause written notice of such redemption to be sent by United States mail, first class, postage prepaid, to each Registered Owner of a Bond to be redeemed, in whole or in part, at the address of the Registered Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the

payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in an Authorized Denomination, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.

ALL BONDS OF THIS SERIES are issuable solely as fully-registered Bonds, without interest coupons in an Authorized Denomination. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully-registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same Authorized Denomination as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Bond or portion thereof shall be paid by the Issuer, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

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

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

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the Issuer.

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

(signature)
Secretary, Board of Trustees

(signature)
President, Board of Trustees

(SEAL)

COMPTROLLER'S REGISTRATION CERTIFICATE:
REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed

Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

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

Dated: _____.

[U.S. Bank National Association]
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

ASSIGNMENT

(Please type or print clearly)

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

Please insert Social Security or Taxpayer Identification Number of Transferee

Please insert name and address, including zip code of Transferee

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

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an
eligible guarantor institution participating in a
securities transfer association recognized signature
guarantee program.

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

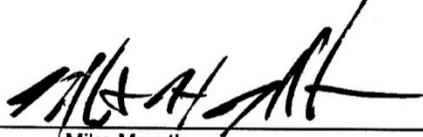
FORM OF PSF CERTIFICATE

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Union Grove Independent School District of its Unlimited Tax Refunding Bonds, Series 2020, dated [-], 2020, in the principal amount of \$[-] is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.



Mike Morath
Commissioner of Education

INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND. The initial Current Interest Bond shall be in the form set forth in paragraph (a) of this Form of Bond, except that:

- i. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. ____" shall be deleted.
- ii. the first paragraph shall be deleted and the following will be inserted:

" UNION GROVE INDEPENDENT SCHOOL DISTRICT (the "*Issuer*"), in Upshur County, Texas, being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (the "*Registered Owner*"), on the dates, in the Principal Amounts and bearing interest at the per annum Interest Rates set forth in the following schedule:

Maturity Date	Principal Amount (\$)	Interest Rate
------------------	--------------------------	------------------

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the respective Interest Rate per annum specified above. Interest is payable on [-] and on each August 15 and February 15 thereafter to the date of payment of the Principal Amounts specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

iii. The initial Current Interest Bond shall be numbered "TR-1."

INSERTIONS FOR THE INITIAL CAPITAL APPRECIATION BOND. The initial Capital Appreciation Bond shall be in the form set forth above except that:

- i. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. ____" shall be deleted.
- ii. the first paragraph shall be deleted and the following will be inserted:

" UNION GROVE INDEPENDENT SCHOOL DISTRICT (the "*Issuer*"), in Upshur County, Texas, being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (the "*Registered Owner*") the Maturity Amount on the Maturity Date set forth in the following schedule:

Maturity Date	Principal Amount (\$)	Interest Rate	Maturity Amount (\$)
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The amount shown above as the Maturity Amount represents the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Delivery Date at the interest rate per annum specified above, compounded semiannually on August 15 and February 15 of each year, commencing [-]. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial

premium, if any, per Authorized Denomination compounded semiannually at the yield shown on such table."

- iii. The initial Capital Appreciation Bond shall be numbered "TCAB-1."
- iv. The following shall be inserted at the back of each Capital Appreciation Bond

Compounded Amounts of Capital Appreciation Bonds at Approximate Yields
For the Capital Appreciation Bonds, the Compounded Amounts (which include the principal amount, initial premium, if any, and accrued interest) as of each date shown per \$5,000 of Maturity Amount shall be as set forth below:

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Bonds (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's Business Manager (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:
 - a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
 - b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
 - d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.
2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual

debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
 - b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
 - c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
 - a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
 - b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
 - c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
 - d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
 - e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

II. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.

STUDENT ACTIVITIES
TRAVEL

FMG
(LOCAL)

**Transportation for
Student Travel**

Students who participate in school-sponsored trips shall be required to use transportation provided by the District to and from the event, except as otherwise permitted in administrative regulations.

**In-State Overnight
Trips**

Any in-state overnight trips taken by student organizations and other student groups shall require approval from the Superintendent.

Out-of-State Trips

Any out-of-state trips taken by student organizations or other student groups shall require approval from the Board.

Union Grove I.S.D.
District Improvement Plan
2020-2021
Home of Lion Pride



UNION GROVE ISD Site Base

Name	Position
Moore, Kelly	Superintendent
Evers, Rachel	JH/HS Principal/Asst. Supt.
Rogers, Jennifer	Non-Teaching
Boyd, Garry	Community Member
Seymour, Brian	Business
Ballard, Sherrill	Elementary Principal
Holman, Tanya	Parent
Alston, Kelly	Parent
Webb, Tracy	Special Programs
Baker, Rhonda	High School Teacher
Evans, Evette	Elementary Teacher
Potter, Karen	Elementary Teacher
Ledbetter, Bethany	Special Programs
Watson, Jaclyn	Non-Teaching
Wightman, Casey	Community
Hanson, Anna	Parent
Cox, Brian	Business

UNION GROVE ISD

Mission

The Mission of the Union Grove Independent School District is to develop leaders, lifelong learners and productive citizens prepared to achieve their postsecondary goals.

Vision

The Vision of Union Grove Independent School District is to be a community of learners; educating, empowering and encouraging all students to reach their full potential.

Nondiscrimination Notice

UNION GROVE ISD does not discriminate on the basis of race, color, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and section 504 of the rehabilitation Act of 1973; as amended.

UNION GROVE ISD

Goal 1. Academics:Academic success for all students.

Objective 1. UGISD will increase student academic growth on STAAR reading & math by 15% (85).

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. Teachers & campus principals will review and plan using 2019 year STAAR data to determine areas of need. (Title I SW: 1,8) (Title I SW Elements: 1.1) (Title I TA: 1) (Target Group: All) (Strategic Priorities: 2) (CSFs: 2)	Assistant Principal(s), Intervention Teacher, Principal, Teacher(s)	First 6-8 weeks of school	(L)Region 7-DMAC program	Formative - Intervention plans, Benchmark data, EOY STAAR, EOY assessment
2. Use DMAC to develop and evaluate benchmarks & assessments every 4-6 weeks. (Title I SW Elements: 1.1,2.2) (Target Group: All) (Strategic Priorities: 2) (CSFs: 1)	Assistant Principal(s), Principal	ongoing	(F)Rural Schools Grant - \$6,663, (L)Region 7-DMAC program	Formative - DMAC data
3. Small group instruction for all students to achieve personal projected STAAR growth. (Title I SW Elements: 2.5) (Target Group: All,AtRisk) (Strategic Priorities: 2) (CSFs: 1)	Assistant Principal(s), Principal, Teacher(s)	weekly	(S)State Compensatory (at risk) - \$437,882	Formative - ongoing formal & informal assessment data to determine growth
4. Regular meetings with principal and/or assistant principal will be used to discuss students, student data and instructional planning, instructional strategies. (Title I SW Elements: 1.1,2.2) (Target Group: All) (Strategic Priorities: 2) (CSFs: 1,2,3,4)	Assistant Principal(s), Core Subject Teachers, Principal	weekly		Formative - data from benchmarks & other forms of assessments
5. Dyslexia instruction for all dyslexia students in the district & monitoring of performance in math & reading. (Title I SW: 2) (Target Group: AtRisk,Dys) (Strategic Priorities: 2) (CSFs: 1)	Dyslexia specialist, Principal, Teacher(s)	daily	(S)State Funds - \$55,211	Formative - Improved performance by dyslexia students
6. Reading and Math Intervention for at-risk elementary students in grades K-6. (Target Group: AtRisk) (Strategic Priorities: 2) (CSFs: 1)	Intervention Teacher, Principal, Teacher(s)	daily	(F)Title I, Part A - \$126,121	Formative - ongoing assessment data by classroom teachers and interventionist
7. Kindergarten - 12th grade students will have enrichment/intervention daily determined by ongoing assessment data. (Target Group: All)	Assistant Principal(s), Principal, Teacher(s)	daily	(S)State Compensatory (at risk) - \$437,445	Formative - daily schedule, student assignments based on need

UNION GROVE ISD

Goal 1. Academics:Academic success for all students.

Objective 1. UGISD will increase student academic growth on STAAR reading & math by 15% (85).

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
8. Writing samples for kindergarten-3rd grade each six weeks, samples will be assessed using a rubric. Writing samples will be kept in a portfolio to demonstrate growth. (Target Group: All) (Strategic Priorities: 2) (CSFs: 1)	Assistant Principal(s), Principal, Teacher(s)	Each 6 weeks		Formative - ongoing rubric results from writing samples to determine growth and student needs
9. Teachers will use researched based instructional strategies. (Lead4ward, individual PD, Region 7) (Title I SW Elements: 2.5) (Target Group: All) (Strategic Priorities: 2) (CSFs: 1,4)	Assistant Principal(s), Principal, Teacher(s)	daily	(F)Title II, Part A (PD) - \$51,508	Formative - Lesson plans, walk throughs, regular meeting discussion, formal & informal assessment of student performance
10. Students in 4th-12th will develop measurable goal(s) in reading & math & students that will take a reading & math STAAR assessment will be knowledgeable of their growth projection. (Title I SW Elements: 1.1) (Target Group: 3rd,4th,5th,6th,7th ,8th,9th,10th,11th,12th) (Strategic Priorities: 2,3) (CSFs: 1)	Assistant Principal(s), Principal, Teacher(s)	1st 6 weeks & 3rd 6 weeks		Formative - SMART goal documentation, formal & informal assessment data (portfolios)
11. Math & Reading teachers will use TEKS Resource System or Lead4ward and/or Sharon Wells for Scope & Sequence & TEKS checklists, pacing guide. (Title I SW Elements: 1.1) (Target Group: All) (Strategic Priorities: 2) (CSFs: 1)	Assistant Principal(s), Principal, Teacher(s)	ongoing	(F)Rural Schools Grant, (L)Region 7-DMAC program - \$6,663	Formative - ongoing use of one of the resources for scope & sequence
12. 3rd through ELA II & Alg. 1 math & reading teacher will have a scope & sequence, TEKS checklist and assessment calendar. (Title I SW Elements: 1.1) (Target Group: All) (Strategic Priorities: 2) (CSFs: 1)	Principal, Teacher(s)	each 6 weeks		Summative - documents provided, lesson plans, PLC discussions
13. Students will receive modifications & accommodations to meet individual academic needs. (Target Group: SPED,Dys,504) (Strategic Priorities: 2) (CSFs: 1)	Assistant Principal(s), Diagnostician, Special Ed Teachers, Superintendent(s), Teacher(s)	ongoing		Formative - IEP, 504, modification & accommodation documentation

UNION GROVE ISD

Goal 1. Academics:Academic success for all students.

Objective 1. UGISD will increase student academic growth on STAAR reading & math by 15% (85).

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
14. Teachers will review data spreadsheets (Kelly Blalock) for student academic history and STAAR targets. (Target Group: All) (Strategic Priorities: 2)	Principal, Teacher(s)	ongoing	(L)Local Funds - \$12,000	09/26/19 - Pending (S)
15. Teachers will monitor subpopulations of students closely after each assessment period & determine appropriate intervention plans. (Target Group: H,W,AA,ECD,ESL,LEP,SPED,AtRisk,504) (Strategic Priorities: 2)	Assistant Principal(s), Principal, Teacher(s)	ongoing	(S)State Compensatory (at risk) - \$437,445	10/01/19 - Pending
16. Utilize software programs to track student data in reading & math. (Target Group: All) (Strategic Priorities: 2)	Assistant Principal(s), Intervention Teacher, Principal, Teacher(s)	ongoing	(L)Technology Funds (Trans. Fees)	10/01/19 - Pending
17. Map Growth data will be used to provide small group interventions in reading and math. (Target Group: All)	Principal, Teacher(s)	boy, moy, eoy	(F)Title I, Part A	Criteria: student growth measures 09/28/20 - Pending

UNION GROVE ISD

Goal 1. Academics:Academic success for all students.

Objective 2. UGISD will strive to ensure that 90% students reach approaches on STAAR science & social studies exam with the majority of students achieving meets or masters.

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. Students in 3rd-12th grade will participate in lab instruction at least 40% (70 days a school year) of instructional class time. (Target Group: 3rd,4th,5th,6th,7th ,8th,9th,10th,11th,12th)	Principal, Teacher(s)	on-going	(S)State Funds - \$16,000	Formative - benchmarks, formal & informal assessments
2. Science & Social Studies teachers will use TEKS Resource System or Lead4ward for scope & sequence and TEKS checklists. (Title I SW Elements: 1.1) (Target Group: All) (CSFs: 1)	Assistant Principal(s), Principal, Teacher(s)	ongoing	(F)Rural Schools Grant - \$6,663	Formative - ongoing use and discussion of scope and sequence & TEKS checklist
3. Develop TEK aligned assessments for science & social studies as a team to track student progress. (Target Group: All) (CSFs: 1)	Assistant Principal(s), Principal, Teacher(s)	ongoing		Formative - meeting logs, assessments
4. Science & SS teams will meet to discuss curriculum, instruction & assessment development & work towards vertical alignment teaming. (Target Group: All) (CSFs: 1)	Assistant Principal(s), Principal, Teacher(s)	ongoing		Formative - Meeting information, attendance logs
5. Seek professional development that addresses the needs of teachers & students in science & social studies. (Title I SW Elements: 1.1) (Target Group: All) (CSFs: 1,4,7)	Assistant Principal(s), Principal, Teacher(s)	ongoing	(F)Rural Schools Grant - \$51,508, (F)Title II, Part A (PD) - \$6,663	Formative - PD calendar development
6. Incorporate project based learning throughout the year. (Title I TA: 1,3) (Target Group: All)		ongoing		09/24/19 - Pending
7. Use DMAC for assessments to review data. (Target Group: All)	Principal, Teacher(s)	ongoing	(F)Rural Schools Grant - \$6,663, (L)Region 7-DMAC program	09/26/19 - Pending

UNION GROVE ISD

Goal 2. Opportunities: UGISD will provide programs that enhance the educational learning opportunities for students such as; athletics, band, AG, academic UIL, theater, CTE programs, GT and CCMR courses.

Objective 1. Increase or maintain participation counts in all CTE programs, increase certifications (from state approved list) & 90% graduates will be college &/or career ready.

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. Develop a vision for each CTE program pathway. (Title I TA: 4) (Target Group: All) (Strategic Priorities: 3)	Core Subject Teachers, Principal, Teacher(s)	ongoing		09/24/19 - Pending
2. Identify certifications that are state approved & develop plans to certify students. (Title I TA: 4) (Target Group: All) (Strategic Priorities: 3)	Principal, Teacher(s)	ongoing	(F)Perkins Grant - \$4,104	09/24/19 - Pending (S)
3. Offer SAT, ACT & TSI prep courses for students. (Target Group: All) (Strategic Priorities: 3)	Principal	ongoing	(S)State Funds	09/24/19 - Pending (S)
4. Research a partnership with Gladewater ISD and/or White Oak ISD & Kilgore college to allow students to enroll in career & tech dual credit courses. (Title I TA: 4) (Target Group: CTE) (Strategic Priorities: 3)	Principal, Superintendent(s)	19-20 school year		09/24/19 - Pending (S)
5. Offer innovative courses that provide career & tech pathways. (Target Group: CTE) (Strategic Priorities: 3)	Principal, Teacher(s)	ongoing	(F)Perkins Grant - \$4,104	09/24/19 - Pending
6. Offer opportunities for students to shadow & observe careers. (Target Group: CTE) (Strategic Priorities: 3)	Principal, Teacher(s)	ongoing		09/24/19 - Pending

UNION GROVE ISD

Goal 2. Opportunities: UGISD will provide programs that enhance the educational learning opportunities for students such as; athletics, band, AG, academic UIL, theater, CTE programs, GT and CCMR courses.

Objective 2. Strive to increase participation in extracurricular activities.

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. Meet with all incoming 7th graders in the spring to inform them of opportunities for participation. (athletics, band, theater, UIL, etc.) (Target Group: All)	Principal, Teacher(s)	spring	(L)Local Funds	09/25/19 - Pending (S)
2. Provide tours for incoming 7th graders of band hall, athletic facilities, etc. (Target Group: All)	Assistant Principal(s), Principal, Teacher(s)	spring		09/25/19 - Pending (S)
3. Seek opportunities to include elementary aged students in programs at the JH/HS level (musicals, pre-game activities, etc.) to build unity & excitement for program involvement. (Target Group: PRE K,K,1st,2nd,3rd,4th,5th,6th)	Principal, Superintendent(s), Teacher(s)	ongoing		09/25/19 - Pending
4. Increase UIL participation at 6th grade, JH & HS. (Target Group: All)	Assistant Principal(s), Principal, Teacher(s)	ongoing	(L)Local Funds	09/25/19 - Pending
5. Provide a variety of opportunities for students to compete, perform and serve throughout the year. (Target Group: All)	Assistant Principal(s), Principal, Teacher(s)	ongoing		09/25/19 - Pending
6. Strive to create a 'team' culture in extracurricular activities & teach leadership, communication, collaboration. (Target Group: All)	Teacher(s)	ongoing		09/26/19 - Pending (S)

UNION GROVE ISD

Goal 3. Culture : UGISD will provide a safe learning environment that encourages all students to grow and learn.

Objective 1. UGISD will achieve a 97% attendance rate in 2019-2020.

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. District attendance competitions between campuses each 6 weeks. (Target Group: All) (CSFs: 4)	Principal, Superintendent(s)	each 6 weeks	(L)Local Funds	Formative - attendance data
2. Campus attendance competitions and/or incentives. (Target Group: All) (CSFs: 4)	Assistant Principal(s), Principal, Teacher(s)	each 6 weeks		Formative - 6 weeks attendance data
3. Documented contact with parents/guardians of students that are absent. (Target Group: All) (CSFs: 4,5)	Assistant Principal(s), Attendance clerk, Principal, Teacher(s)	daily		Formative - daily documentation
4. Counselor will reach out to students and parents that have excessive absences and/or tardies. (Title I SW Elements: 2.6) (Target Group: All,AtRisk) (CSFs: 4)	Assistant Principal(s), Attendance clerk, Principal	weekly		Formative - Attendance data, counselor communication logs
5. Implement automated phone calling system to notify parents when a students is absent. (Target Group: All)	Attendance clerk, Technology Director	19-20 school year	(L)Technology Funds (Trans. Fees)	09/24/19 - Pending
6. Reach out to at home learning students who do not engage daily (Target Group: All)	Assistant Principal(s), Principal	daily	(O)Attendance records	Criteria: daily/weekly attendance data 09/28/20 - Pending

UNION GROVE ISD

Goal 3. Culture : UGISD will provide a safe learning environment that encourages all students to grow and learn.

Objective 2. Provide a safe learning environment for all students.

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. Implementation of character education program. (Target Group: All) (CSFs: 6)	Assistant Principal(s), Counselor, Principal, Teacher(s)	Sept-May	(S)State Funds - \$3,300	Summative - student survey
2. Implement & document safety drills regularly throughout the year. (Target Group: All) (CSFs: 6)	Assistant Principal(s), Principal, Superintendent(s)	ongoing		Formative - Drill documentation
3. Offer counseling services to students. (Title I SW Elements: 1.1,2.6) (Target Group: All) (CSFs: 6)	Assistant Principal(s), Principal, Superintendent(s), Teacher(s)	ongoing	(S)State Funds - \$77,383	Formative - counselor log
4. Use drug dogs throughout the school year. (Target Group: All) (CSFs: 6)	Assistant Principal(s), Principal, Superintendent(s)	ongoing	(S)State Funds - \$115,000	Summative - EOY data from use of drug dogs
5. Anonymous David's Law reporting for bullying (Title I SW Elements: 1.1,2.6) (Target Group: All) (CSFs: 6)	Principal, Superintendent(s)	ongoing	(L)Technology Funds (Trans. Fees)	Summative - Incident reporting data
6. Mental health training & awareness for faculty/staff. (Title I SW Elements: 2.6) (Target Group: All) (CSFs: 6)	Assistant Principal(s), Principal, Superintendent(s), Teacher(s)		(S)State Funds - \$115,000	Summative - PD documentation
7. Full time SRO to monitor district & help implement safety & security measures. (Target Group: All) (CSFs: 6)	Superintendent(s)	2019-2020	(S)State Funds - \$115,000	Formative - weekly monitoring of campus to inform and protect
8. Full time district counselor. (Title I SW Elements: 2.6) (Target Group: All) (CSFs: 6)	Principal, Superintendent(s)	ongoing	(S)State Funds - \$77,383	Formative - ongoing counseling services for at risk students
9. Counselor to reach out to at home learning students to identify any social emotional needs. (Target Group: All)	Counselor	daily/weekly		

UNION GROVE ISD

Goal 4. Community: UGISD will communicate and collaborate with parents & community members to create positive educational experiences and outcomes for students.

Objective 1. Communicate via phone, conference or email with every parent/guardian by the end of the school year.

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. Teachers will conference in person or on the phone with parents/guardians of students that are failing. Google meet will be used when necessary. Document meeting, possible reasons for lack of success and identify strategies to implement in the future. (communicate the plan) (Title I SW Elements: 2.1) (Target Group: All,AtRisk) (CSFs: 5)	Principal, Teacher(s)	each 6 weeks		Formative - parent communication logs
2. Use a variety of forms of communication for parents; social media, folders home with memos, phone calls, email, text. (Title I SW Elements: 2.1) (Target Group: All) (CSFs: 5)	Assistant Principal(s), Principal, Superintendent(s), Teacher(s)	ongoing		Formative - daily & weekly
3. District & campus site based committees (Title I SW Elements: 2.1) (Target Group: All) (CSFs: 5)	Principal, Superintendent(s)	two meetings per semester		Formative - meeting minutes, documented attendees, agendas
4. Social media communication outlets. (Title I SW Elements: 3.1) (Target Group: All)	Principal, Superintendent(s)	daily		09/24/19 - Pending
5. Weekly notes, letters home. K-6th (Target Group: All)	Teacher(s)	daily		09/25/19 - Pending
6. PTO meetings (Target Group: All)	Assistant Principal(s), Principal, PTO	monthly		09/25/19 - Pending
7. Parents will complete Title I survey annually. (Target Group: PRE K,K,1st,2nd,3rd,4th,5th,6th)	Principal, Superintendent(s)	annually		10/01/19 - Pending (S)

UNION GROVE ISD

Goal 4. Community: UGISD will communicate and collaborate with parents & community members to create positive educational experiences and outcomes for students.

Objective 2. Each campus will strive to have 4-5 community involvement events per school year.

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. Elementary musicals. (Target Group: All)	Principal, Teacher(s)	winter & spring	(L)Local Funds	09/25/19 - Pending (S)
2. Community pep rally in the fall. (Target Group: All)	Principal, Superintendent(s), Teacher(s)	fall	(L)Local Funds	09/25/19 - Pending
3. Fall, winter & spring band concerts (Target Group: All)	Principal, Teacher(s)	boy, moy, eoy		09/25/19 - Pending

UNION GROVE ISD

Goal 5. Team: UGISD will strive to recruit & retain quality educators.

Objective 1. UGISD will strive to maintain 100% highly qualified teachers, recruit highly qualified teachers and decrease the turnover rate by 7%. (10% 19-20)

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
1. Conduct recruitment activities to ensure highly qualified personnel in all positions through job fairs, multiple website postings, and updated district website. (Target Group: All)	Principal, Superintendent(s)	as needed	(F)Title II, Part A (PD)	Positions posted; applications received; turnover rate
2. Establish, monitor and maintain effective mentoring system to help retain highly qualified staff (Target Group: All) (Strategic Priorities: 1)	Mentors, Principal	August each year	(F)Title II, Part A (PD) - \$51,508, (S)State Funds	Summative - Mentor assignments; mentor conferences with principals
3. Keep data current on all teacher certifications, testing, staff development, and service records to ensure that all meet/maintain highly qualified status.	Secretary, Superintendent(s)	each school year	(F)Title II, Part A (PD)	Personnel files, professional development records, teacher interviews
4. Assist teachers in maintaining or attaining certifications through alternative programs, GT certification, ESL, Coursework, and TEXES testing to assure all staff is highly qualified. (Strategic Priorities: 1)	Principal, Secretary, Superintendent(s)	as needed	(S)State Funds	Professional Development Records, Number of teachers in alternative certification programs
5. Maintain updated data on paraprofessionals to ensure highly qualified aides and require any aides not considered highly qualified to complete TOP training.	Principal	as needed	(F)Title II, Part A (PD)	Professional development records; number of paraprofessionals attending TOP training
6. Strive to maintain positive morale across campuses and the district as a whole. (Title I SW: 5) (Target Group: All)	Administrator of Academic Services, Assistant Principal(s), Principal, Superintendent(s)	ongoing		
7. Develop, create and conduct substitute handbook and training prior to substitutes working with students. (Target Group: All)	Principal, Secretary, Superintendent(s)	annually	(L)Local Funds	Summative - Annual training for substitutes
8. Examine and identify ways to compete with other districts to ensure UGISD employees highly qualified teachers and administrators.	Superintendent(s)	ongoing		Summative - comparison of salary and benefits with other districts.

UNION GROVE ISD

Goal 5. Team: UGISD will strive to recruit & retain quality educators.

Objective 1. UGISD will strive to maintain 100% highly qualified teachers, recruit highly qualified teachers and decrease the turnover rate by 7%. (10% 19-20)

Activity/Strategy	Person(s) Responsible	Timeline	Resources	Evaluation
(Strategic Priorities: 1)				

U.G.I.S.D. Comprehensive Needs Assessment

The following information sources provided the data for our comprehensive needs assessment. An on-going review and disaggregation of data by the district site-based committee led to the development of the goals, objectives, and strategies included in the Union Grove ISD 2019-2020 District Improvement Plan. All performance goals identified in the ESSA (Every Student Succeeds Act) have been adopted by the district and are reflective in this District Improvement Plan.

Student Data:

Texas Primary Reading Inventory (TPRI)
(T-TESS)
State of Texas Assessments of Academic Readiness (STAAR)
End-of-Course Exams (EOC)
Texas English Language Proficiency Assessment System (TELPAS)
504 Data
CLI Engage Pre-K Assessment
Dyslexia Screening
Curriculum Based Assessments
Special Education Data
PSAT/SAT/ACT
Attendance
Failure rates
PEIMS 425 Discipline Report
Map Growth Data

Funding Sources for Instructional Programs:

Title I, Part A (Every Student Succeeds Act)
Carl E. Perkins (CTE)
Local Funds
Special Education

Title II, Part A (Improve Teacher/Principal)
State Comp Ed (At Risk)
High School Allotment

Title IV, Part A (Every Student Succeeds Act)

Teacher Data:

Texas Teacher Evaluation & Support System

Formal & Informal Walkthroughs
Teacher Survey

District & Campus Data:

District/Campus Ratings (2019)
TPRI Evaluations
Texas Academic Performance Reports (TAPR) (2019)
Annual Yearly Progress Report (AYP)
Demographic Student Reports
Performance Based Monitoring Analysis System (PBMAS)
Professional Development Needs Survey
Parent/Guardian Survey
Faculty/Staff turnover

Data sources reviewed: STAAR data, EOC data, PBMAS, TAPR, ACT, SAT, TELPAS, local assessment data, TPRI, CLI Engage Pre-K data, attendance data, discipline data, pass/fail data, highly qualified data, RTI data, failure rates, program evaluations, professional development, technology trainings, surveys (parent, teacher, student), informal evaluations, special education data, T-TESS data

<u>Areas Reviewed</u>	<u>Summary of Strengths</u> What strengths were identified?	<u>Summary of Needs</u> What needs were identified?	<u>Priorities</u> What are the priorities for the district?
Student Achievement	3rd rdg-95%/60% 5th rdg -90%/62% 3rd mth-93%/60% 5th mth-97%/73% 8th mth-95%/68% A1-98%/90%/71% E1-92%/77% EII-90%/82% Bio-98%/88% US--99%/87%/52% Eco. Dis.	+Meets/Masters +Student ind. Growth +Increase participation & achievement ACT,SAT & TSI Retention rates?	Increase student ind. Growth in math & reading. Increase participation & achievement in act, sat & sat for CCMR
Demographics	White, AA, Hispanic, Two or more races, spec. Ed., Eco. Dis., ELL	Attention to ALL student groups throughout the year	
School Culture & Climate	PTO participation Fine Arts: Band participation, OAP participation, UIL participation, 7th-12th athletic programs, Elem. programs, Elem. awards assemblies counseling, character education programs, safety drills, full time SRO	+CTE participation in some programs -attendance	-Increase attendance to 97% or above -CTE goals, expectations, participation #'s -extracurricular

<p>Family & Community Involvement</p>	<ul style="list-style-type: none"> -UGISD FB -Remind -School Messenger -JH/HS weekly newsletter -Elem. Tuesday folders -UGISD website -PTO -Band booster -AG Alumni booster -Athletic booster -meet the teacher -Elem. Programs -parent surveys 	<p>-Parent nights</p>	
<p>Teaching, Learning & Assessment</p>	<ul style="list-style-type: none"> -At least 1 benchmark per semester for STAAR/EOC -Math & Rdg intervention @ elem. 	<ul style="list-style-type: none"> -instructional strategies -scope/sequence -PD 	<p>PD calendar to address needs of teachers/students</p>
<p>School organization & programming</p>	<ul style="list-style-type: none"> -2 campuses Pre-k -6 7th-12th -District counselor -District dyslexia teacher -2 nurses -2 sp. Ed. teacher for each campus -principal/ap ea. - 3 teachers per grade level K-6 -3 per content 9-12 -GT classes JH & HS -GT cert. Teachers & after school program @ Elem. 	<ul style="list-style-type: none"> -full day pre-k -potential need for additional spec. Ed. teachers &/or aides -increase ESL certs. - interventions in reading & math 	
<p>Technology</p>	<ul style="list-style-type: none"> -faculty/staff survey -4-12 is roughly 1 to 1, 2 and 3 share about 60 computers K-1 is approx. 8 per room 	<ul style="list-style-type: none"> -Cont. PD -instructional technology -increase computers as needed across district 	



Texas Association of School Boards

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Suspension of Board Training Requirements During COVID-19

Published online in [TASB School Law eSource](#)

On March 30, 2020, Commissioner Mike Morath waived board training requirements in Texas Education Code section 11.159 and 19 Texas Administrative Code section 61.1 until September 1, 2020. On August 10, 2020, the commissioner [updated](#) and extended the board training waiver until January 31, 2021. This suspension period provides school board trustees additional time to complete their continuing education requirements if needed due to impacts from the COVID-19 pandemic.

Suspension Period for Board Training Due from March 2020 - January 2021

Trustees who are not currently able to complete the Texas Education Code training requirements for the period of March 2020 - January 2021 have until January 31, 2021 to complete their training without being delinquent. Trustees who have already completed training that is due during the suspension period are not affected since they do not have to use the waiver.

During this period of social distancing and restrictions on public gatherings, board members may seek continuing education online. Live training may be offered via webinars. Boards may also do team building during meetings by [videoconference](#).

Recommendation for Trustees to Stay Current with Training by Virtual Continuing Education

Trustees who utilize the suspension period must still complete their continuing education training later. In other words, the suspension period provides additional time to complete training without being delinquent, but it does not relieve trustees of their training requirements.

Throughout the COVID-19 pandemic, continuing education providers have continued to offer multiple training opportunities through virtual platforms. For example, the [TASA/TASB Convention txEDCON](#) will occur virtually from September 30 to October 2, 2020, with attendees able to earn up to 10 hours of credit by attending live or accessing content for 30 days after the event. Trustees should consider keeping up to date on their continuing education requirements through virtual or other available training rather than postponing training during the suspension period. Otherwise, trustees may have significant training requirements to complete in a short period of time after the suspension period expires.

Impacts on Board Training Announcement Prior to November 3, 2020 Trustee Election

Board training announcements are required at the last regular meeting before a trustee election.

Districts that Cancel Election: A school district that cancels its November 3, 2020 election due to having no opposed candidates on the ballot is not required to report training until prior to the next trustee election. However, if every member of the school board has already completed training for the year, the board may opt to go ahead and make the training announcement before the November 3, 2020 election.

Districts that Have Election: Due to the commissioner's temporary suspension of training requirements, a school district that has a trustee election on November 3, 2020, is not required to report on board member training prior to that election. If every member of the school board has already completed training for the year, the board may opt to make the training announcement before the November 3, 2020 election.

Board Training Announcement Prior to Next Trustee Elections in 2021

Board members are still required to complete their yearly required continuing education, including any training that became due during the suspension period. Board members with a trustee election on May 1, 2021, must be current with their continuing education requirements by April 2021 to avoid a board meeting announcement of training delinquency. Board members with a trustee election on November 2, 2021, must be current with their continuing education requirements by October 2021 to avoid the delinquency report.

Open Government Training and Cybersecurity Training Not Covered by the Waiver

The commissioner has waiver authority for board trustee training required by the Texas Education Code but *not* training required by other laws. Therefore, training deadlines under other laws remain in place unless suspended by another authorized governmental authority. Both open government and cybersecurity training are available online.

- **Open Government:** Any new board members must complete Texas Open Meetings Act [training](#) within the first 90 days of taking the oath of office. Tex. Gov't Code §551.005.
- **Cybersecurity:** Elected board members are required to complete the new cybersecurity training annually by June 14th each year. Tex. Gov't Code § 2054.5191. Additional information about this training that was added during the 2019 Texas Legislative Session may be found at the [Texas Department of Information Resources \(DIR\)](#).

Additional questions about the Commissioner's temporary suspension of board training requirements should be directed to the Texas Education Agency or TASB Legal Services.

If you email a question, please include a current phone number at which you can be reached.

This document is continually updated, and references to online resources are hyperlinked, at tasb.org/services/legal-services/tasb-school-law-eshource/governance/documents/suspension-of-board-training-requirements-during-covid.pdf. For more information on this and other school law topics, visit TASB School Law eSource at schoolaweshource.tasb.org.

This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. Consult with your own attorneys to apply these legal principles to specific fact situations.

Updated October 2020