

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
Board of Trustees



**Regular Meeting**

Monday, May 11, 2026 5:30 PM

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**Meetings of the Board are held at 104 Swisher Rd., Lake Dallas, TX 75065**

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

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**Agenda**

1. **Call to Order, Roll Call, and Establishment of Quorum**
2. **Moment of Silence and Pledges of Allegiance**
3. **Student/Staff Report/Recognitions**
  - 3.A. **Student Success:** Falcon Friends Track Meet
  - 3.B. **Student Success:** Corinth Elementary Success at Texas Elementary Art Meet
  - 3.C. **Student Success:** LDMS JrVASE Medalist
  - 3.D. **Student Success:** LDMS A+ Academics District Meet Results
  - 3.E. **Student Success:** LDHS Softball Success
  - 3.F. **Student Success:** LDHS Baseball Success
  - 3.G. **Student Success:** LDHS Golf Success
  - 3.H. **Student Success:** LDHS Track and Field Success
  - 3.I. **Student Success:** LDHS DECA International Career Development Conference National Qualifier
  - 3.J. **Student Success:** 2026 Best Communities for Music Education (BCME) Award
  - 3.K. **Student Success:** LDHS Class of 2026 Top 10 Graduates
  - 3.L. **Faculty & Staff Engagement:** May Teachers and Employees of the Month
4. **INFORMATION ITEMS**
  - 4.A. **Efficient Operations:** Administer Oath of Office to Newly Elected Board Members
5. **ACTION ITEMS**
  - 5.A. **Efficient Operations:** Consideration/Approval of Election of Board of Trustee Officers for 2026-2027

## 6. **Executive Session**

The open session of the meeting will adjourn. The Board of Trustees will reconvene in executive session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code). The Board of Trustees will reconvene in open session to take any final action, decision, or vote on a matter deliberated in executive session.

- A. Private consultation with the Board's attorney (TGC 551.071)
- B. Discussing or deliberating purchase, exchange, lease or value of real property (TGC 551.072)
- C. Discussing or deliberating negotiated contract for prospective gift or donation to the school district (TGC 551.073)
- D. Discussing or deliberating appointment, employment, evaluation, reassignments, duties, discipline, or dismissal of a public officer (TGC 551.074)
- E. Discussing or deliberating the deployment, or specific occasions for implementation of security personnel or devices; or a security audit (TGC 551.076)
- F. Discussing Security Matters regarding Emergency Operations Plans, Safety, and Security Audits (TEC 37.109)
- G. Discussing or deliberating discipline of a public school child or employee complaint against another employee (TGC 551.082)
- H. Discussing or deliberating a public school child which reveals personally identifiable information (TGC 551.0821)
- I. Investigation; exclusion of witness from a hearing during examination of another witness (TGC 551.084)
- J. Discussing economic development negotiations or offer of financial or other incentive to business prospects (TGC 551.086)

## 7. **Public Comment**

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting. Individuals who wish to participate during the Open Comment portion of the meeting shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board. An individual's comments to the Board shall not exceed three minutes per meeting.

## 8. **INFORMATION ITEMS**

8.A. *Efficient Operations*: 2026-2027 Budget Report

## 9. **CONSENT AGENDA ITEMS**

Consent Agenda Items are items identified as routine, procedural, informational or self-explanatory presented as a single motion to be acted on at one time.

- 9.A. **Consideration/Approval of the Minutes of the April 20, 2026, Regular Meeting**
- 9.B. **Consideration/Approval of Monthly Financial Statements**
- 9.C. **Consideration/Approval of Budget Amendment #3**
- 9.D. **Consideration/Approval of District of Innovation Plan Amendments**
- 9.E. **Consideration/Approval of 2025-2026 Summer School Plan**
- 9.F. **Consideration/Approval of Annual Student Health Advisory Council Report and Membership**
- 9.G. **Consideration/Approval of Interlocal Agreement with ESC11 Benefits Co-op**
- 9.H. **Consideration/Approval of Resolution Regarding Good Cause Exception to House Bill 3 Requirement for Armed Security on Every Campus**
- 9.I. **Consider and Take Action to Adopt a Resolution to Approve an Engagement Letter with Leon, Alcalá, Morse & Reynolds, PLLC to Serve as Bond Counsel, a law firm with substantial experience serving as bond counsel; finding that such services are specialized and cannot be adequately performed by District personnel and that a contingency fee contract is in the best interest of the District because no amount will be paid unless a transaction is completed**
- 9.J. **Consider Approving and Authorizing Agreement between the Lake Dallas Independent School District and Live Oak Public Finance, LLC for Municipal Advisory Services and all matters related thereto**
10. **ACTION ITEMS**
  - 10.A. ***Efficient Operations:*** Consider and Take Action to Adopt an Order Authorizing the Issuance of Lake Dallas Independent School District Unlimited Tax Refunding Bonds in one or more series and for the purpose of achieving debt service savings
  - 10.B. ***Efficient Operations:*** Consideration/Approval of Request for Purchase of Unified Communications Services/Telephone Systems
  - 10.C. ***Efficient Operations:*** Consideration/Approval of Memorandum of Understanding Between Lake Dallas Independent School District, Lake Dallas Police Department and Meadows Mental Health Policy Institute
  - 10.D. ***Efficient Operations:*** Consideration/Approval of Option and Ground Lease Agreement with Diamond Communications
  - 10.E. ***Efficient Operations:*** Consideration/Approval of 2026-2027 Administrator Contracts for Assistant Principal
11. **Calendar, Announcements & Information**
  - 11.A. **Upcoming Meetings & Events**
12. **Executive Session (if needed)**
13. **Adjournment**

### 3.A. ***Student Success:*** Falcon Friends Track Meet

**Presenter:** John Kennedy, Adaptive P.E. Teacher  
**Event:** LDISD Board of Trustees Meeting  
**Date:** May 11, 2026



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# LDHS Participants

- Trae Yanez
  - 100M, Long Jump, 4x100M Relay
- Kayden Davis
  - 50M, Tennis
- Laila Jimenez
  - 50M, Softball



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# LDMS Participants

- Christian Delgado
  - 50M, Softball
- Judah Mitchell
  - 100M, Long Jump, 4x100 Relay
- Lincoln Green
  - 25M, Tennis



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# SSE Participants

- Ashton Morales
  - 50M, Softball
- Jocelyn Guzman
  - 25M Wheelchair, Tennis
- Cai Keshavjee
  - 100M, Long Jump



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# Track Meet Summary

215 Student Athletes

6 Schools

250+ LDHS Student Volunteers

LDHS Band, Choir, Drill Team, Cheerleaders, Softball and Baseball Teams

15+ Sponsors



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**FALCONS**  
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### 3.B. ***Student Success:*** Corinth Elementary Success at Texas Elementary Art Meet

**Presenter:** Shirley Frase, CE Art Teacher  
**Event:** LDISD Board of Trustees Meeting  
**Date:** May 11, 2026



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# Texas Elementary Art Meet Results

- Texas Elementary Art Meet recognizes exemplary student achievements in the visual arts throughout the state of Texas
- Over 200 elementary schools participated in our region
- It was held virtually on April 18, 2026
- 20 students competed
- 18 received exemplary rating
- 7 received perfect scores
- 1 artist received Top of Team, which is the top 10% of all competing schools



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# STUDENTS WHO RECEIVED EXEMPLARY SCORES

- Maha Anani
- Amelie Corum
- Dylan Enguerra
- Darrin Evans
- Jaziel Perez
- Lukas Mitchell
- Marcella Nilan
- Raylon Guerrero
- Lainey Knuckles
- Savannah Kelso
- Eisley Rios
- Sebastian Ribeiro
- Matthew Shupe
- Leandro Salas
- Samantha Wikman
- Jasmine Wright
- Shepherd Wygle



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# TOP OF TEAM FOR THE REGION

- Fifth Grader Tathsilu Perera received a perfect score, and was recognized as the top 10% of all participants across the region.
- This is the 5th year in a row CE has had students who received Top of Team!



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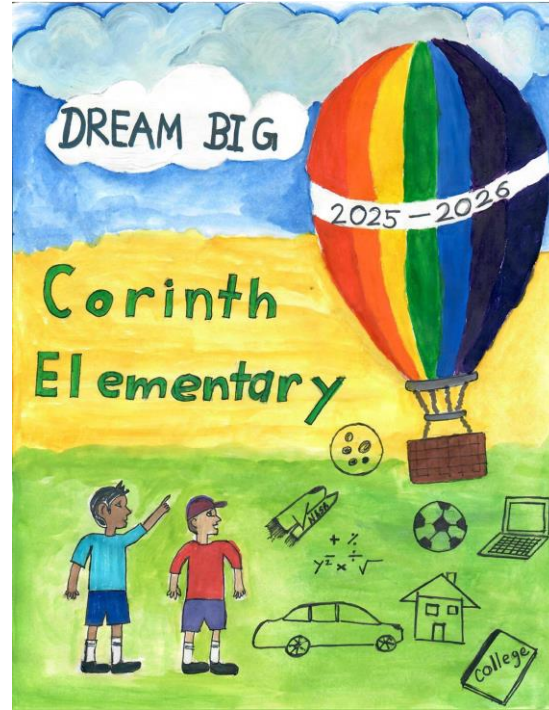


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# CORINTH ELEMENTARY YEARBOOK COVER DESIGN WINNER

- Tathsilu Perera also won the yearbook cover design contest for CE's 2025-2026 yearbook.
- Over 60 students participated and the yearbook club voted on the winner.



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# 3.C. *Student Success:* LDMS JrVASE Medalists

**Presenter:** Jessica Risenhoover & Janay Davis,  
LDMS Art Teachers  
**Event:** LDISD Board of Trustees Meeting  
**Date:** May 11, 2026



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# Junior Visual Arts Scholastic Event

- The Junior Visual Arts Scholastic Event, or JrVASE, is an art event that seeks to recognize student achievement in the arts, **emphasizing creativity and artistic merit.**
- 35 students from LDMS competed with a total of 40 entries!



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# JrVASE Superior “4” Medalists

- Joslyn Bowman
- Lydia Bowman
- Skylar Cedotal
- An Duan
- Danieli Enguerra
- Samantha Galvis
- Malin Garcia
- Sophia Gomez
- Giovanni Guerrero
- Krislyn Hausler
- Tariq Hartsfield
- Veda Houdek
- Colby Idar
- Joy Im
- Lillian Jackson
- Cole Johns
- Adelaide Lee
- Lynden Ludwig
- Selah Mitchell
- Gavin Mohney
- Aila Murray
- Sophia Muruaga
- Cullen Overstreet
- Howard Piller
- Zoey Pintado
- Clara Porsch
- Isla Sanders
- Cali Sasser
- Rylee Sloan
- Andreas Teague
- Olive Thompson
- Celeste Vazquez
- Olivia Ward
- Brynlee Williams
- Katherine Wohr



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# JrVASE Platinum Honors

- “Platinum Honor” - Artwork scoring in the top 10% of its division for the whole region event.
- Six students from LDMS received an additional “Platinum Honor” for their work, signifying that they placed in the top 10% of the event.



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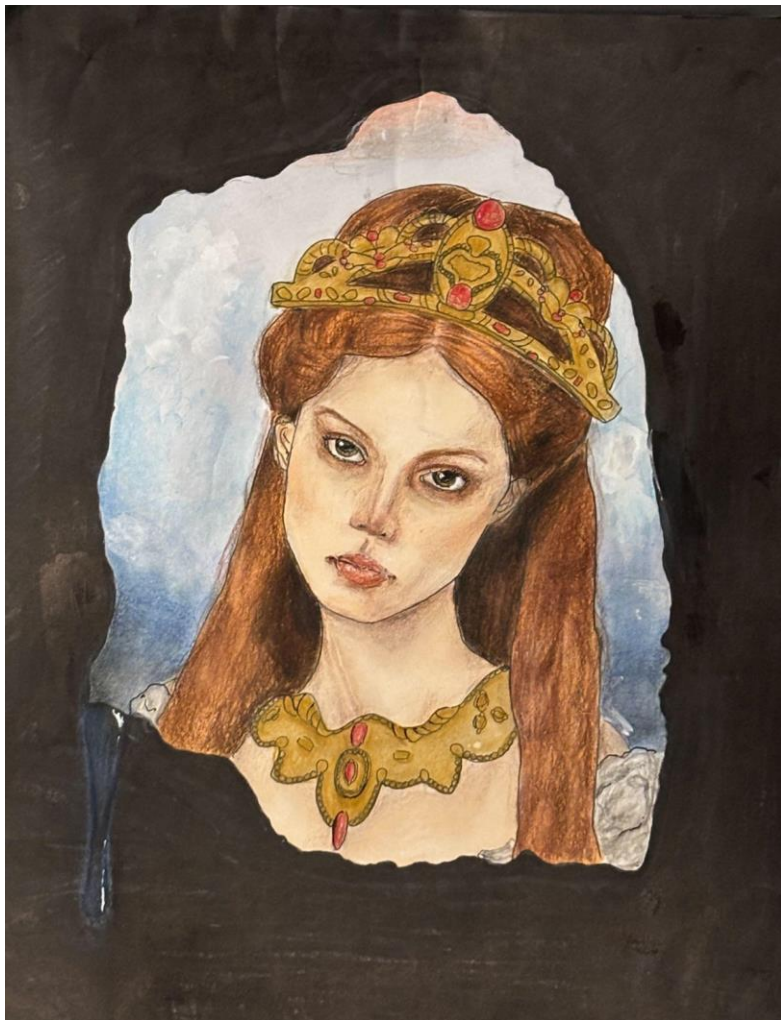


*Platinum Honor*

**Student:** Skylar Cedotal

**Division:** 2

**Teacher:** Jessica Risenhoover



*Platinum Honor*

**Student:** Malin Garcia

**Division:** 1

**Teacher:** Janay Davis



**Student:** Tariq Hartsfield

**Division:** 1

**Teacher:** Janay Davis

*Platinum Honor*



**Student:** Lynden Ludwig

**Division:** 1

**Teacher:** Jessica Risenhoover

*Platinum Honor*



*Platinum Honor*

**Student:** Olive Thompson

**Division:** 3

**Teacher:** Janay Davis



## *Platinum Honor*

**Student:** Olivia Ward

**Division:** 2

**Teacher:** Jessica Risenhoover

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## 3.D.

### ***Student Success:***

# LDMS UIL A+ Academics District Meet Results

**Presenter:** Nicole Probst, LDMS Teacher

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026



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# UIL A+ ACADEMIC CONTEST

- April 25th at Argyle MS (Thank You AMS!!)
- Lake Dallas Middle School joined nine other schools
- We had one student compete in Spelling coached by Counselor Erica Kelm
- Nine student compete in Oral Reading coached by Theatre/Nicole Probst with a full team of students at three per grade level.



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Of the 18 students that competed at each grade level, six advanced to finals. LDMS is proud to have two students that competed in the final round and placed in the top three.

Sloane Kindberg placed second at the 6th grade level performing “Wearing Designer Genes’ By John Hamilton and “Enter Genetics” but Dalia Taha

E. High placed third at the 8th grade level performing “The Walrus & the Carpenter” by Lewis Carroll



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# 3.E. *Student Success:* LDHS Softball Success

**Presenter:** Sonia Foutch, LDHS Softball Coach

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026



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## TEAM SUCCESS

- Back to Back Playoff Appearance since 2016
- Overall 18-8-2
- 2nd Place in District 10-4A
- 10 All-District Selections
- 10 All-District Academic Selections
- 2 All-State TGCA Academic Selections

## PROGRAM RECORDS

- New strikeout record - 184 K's (Kylee Sloan)
- New single season batting average - .506 (Addison Galindo)
- New overall on base percentage record - .478
- New overall batting average record - .365
- New fielding percentage record - .934
- New stolen base record - 57 SBs



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# 3.F. *Student Success:* LDHS Baseball Success

**Presenter:** Matthew Dean, LDHS Baseball Coach  
**Event:** LDISD Board of Trustees Meeting  
**Date:** May 11, 2026



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# 2026 Lake Dallas Falcon Baseball

- Back to back playoff appearances for the first time since 2018-2019.
- 15 wins on the season (most wins since 2019)
- 7 district wins (most since 2019)
- Outscored opponents 209-153 on the season
- All 3 levels of the program finished .500 or better



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# Seniors

- # 2 Peyton Mancha
- # 4 Ben Allen
- # 5 Gabe Frias
- # 10 Enzo Fernandez
- # 12 Bryson Hunt
- # 21 William Lopez-Lopez)
- # 22 Wes Roberson
- # 24 Liam Brownfield
- #25 Jaxon Mullins



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# Special Thanks

## ASSISTANT COACHES/TRAINERS

- Dan Holland
- Jonathon Rader
- Marissa Parker
- Samantha Kubicek

## ADMINISTRATION

- Dr. Brown
- LDISD School Board
- Dr. Grindle
- Coach Males
- Coach Head
- Coach Jordan Davis



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# 3.G. *Student Success:* LDHS Golf Success

**Presenter:** Jordan Davis, LDHS Coach  
**Event:** LDISD Board of Trustees Meeting  
**Date:** May 11, 2026



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Our Falcon Golf Team



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**1st Place Bronco Invitational at Champions Circle**



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**3rd Place Districts 9-4A**





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**Districts 9-4A Tournament**





Griffin Humphries Regional Qualifier



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# 3.H. *Student Success:* LDHS Track and Field Success

**Presenter:** Ky Edwards and Brittany Roberson, LDHS Coaches

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026



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# REGIONAL QUALIFIERS

- MASON GROOVER- POLE VAULT
- DEVION PHILLIPS- LONG JUMP
- JOSH MOORE- 200M
  - STATE QUALIFIER & SCHOOL RECORD- 21.4
- 4X100 RELAY- DJ HICKS, JOSH MOORE, RYAN YOUNG, ISAIAH MORRISON, ALT. NATHAN CORNIST
  - SCHOOL RECORD- 41.95
- 4X200 RELAY- RYAN YOUNG, ISAIAH MORRISON, CY JONES, JOSH MOORE



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# Regional Qualifiers



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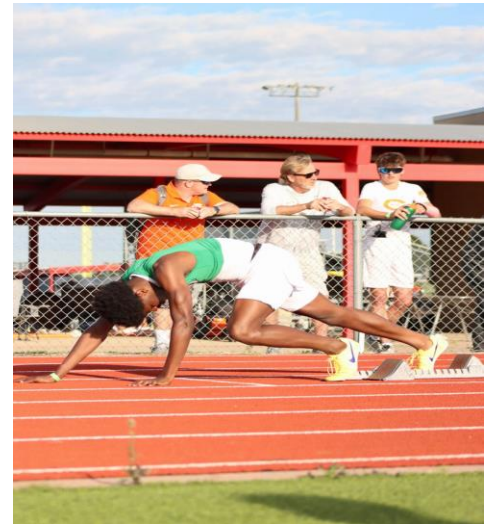
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# State Qualifier

Josh Moore  
200 M  
21.4



# Regional Qualifiers

- Haylie Jones - 100 & 300 M Hurdles
- Sophie Nkashama - High Jump
  - Season Best - 5"0'
- Julia McDaniel - Pole Vault 🏅
  - New School Record - 11"6'
- Jailyynn Williams - Long Jump
  - New School Record - 18"2.5'
  - State Qualifier



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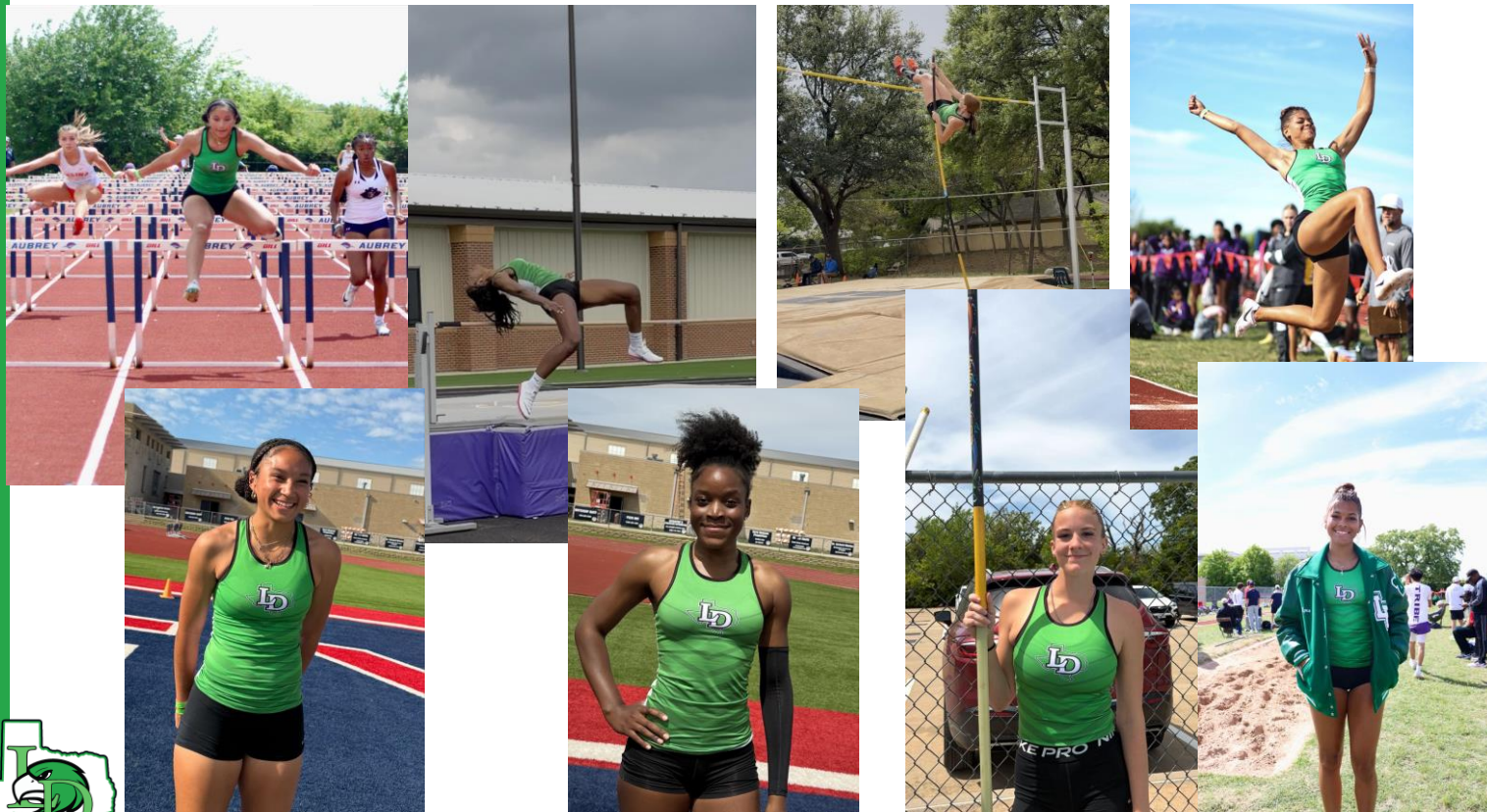
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# Regional Qualifiers



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# State Qualifier



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### 3.1.

## ***Student Success:***

# LDHS DECA International Career Development Conference National Qualifier

**Presenter:** Ann Hodges and Liana Karamzin, DECA Sponsors

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026



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# LDHS DECA

## Distributive Education Club of America

- DECA is a global non-profit student organization that prepares students for careers in marketing, finance, hospitality and management.
- Founded in 1946, it fosters entrepreneurship and business leadership through competitive events, conferences and school-based enterprises.
- Members compete by solving business case studies and taking exams.



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# LDHS DECA

## Distributive Education Club of America

- LDHS DECA Chapter was chartered in October 2024
- Ajitesh initiated the establishment of LDHS DECA
- 8 charter members
- 14 current members and growing
- Members compete in various business related events, online testing, role-playing, presentations etc...
- District, state and national competitions



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District  
Irving Convention Center



State  
Qualifiers



He got the "DECA Glass"  
ICDC - Atlanta, GA

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**FALCONS**  
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### 3.J.

## ***Student Success:***

# 2026 Best Communities for Music Education (BCME) Award

**Presenter:** Denise Kennedy, Director of Student Initiatives

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026



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- Awarded the **2026 Best Communities for Music Education (BCME)**
- Presented by NAMM Foundation (National Association of Music Merchants)
- National award recognizing excellence in music education
- **First year** Lake Dallas ISD has received this honor



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EFFICIENT OPERATIONS

# Importance of this Recognition

- Recognizes districts with **strong commitment to music education**
- Emphasizes **equitable access for all students**
- Highlights music as part of a **well-rounded education**
- Reflects the work of:
  - Teachers
  - Students
  - Administrators
  - Community support



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# Selection Process

- Based on a rigorous application and review process
- The Application Components included:

Student demographics  
Teacher-to-student ratios  
Music participation rates  
Graduation and curriculum requirements in fine arts  
Availability of music electives

Teacher qualifications  
Assessment standards for music education  
Facilities and resources  
Program budget

Applications were independently verified by WolfBrown, a national research firm.



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# National Recognition

- Over **1,000** schools and districts nationwide recognized in 2026
- Includes public, private, charter, and parochial schools
- Honorees represent:
  - Diverse communities
  - Both first-time and repeat recipients
- Demonstrates **nationwide commitment to music education**



STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



# Why Music Education Matters

- Improves academic performance (math & literacy)
- Increases attendance and engagement
- Builds teamwork, discipline, and resilience
- Supports college and career readiness
- Expands equitable access for all students
- Strengthens cognitive development

Contributes to **connected and thriving school communities**

Reinforces Lake Dallas ISD's commitment to **student opportunity and success**



STUDENT SUCCESS



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Brought to you by The **NAMM** Foundation®

We are proud of this achievement and grateful for the continued support of our community in advancing music education for all students.

Now the nation can see what we've always known to be true - that **Lake Dallas ISD** is one of the **Best Communities for Music Education!**



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FACULTY & STAFF ENGAGEMENT



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# LAKE DALLAS

Independent School District



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**FALCONS**  
*first*



# 3.K. *Student Success:* LDHS Class of 2026 Top Ten Graduates

**Presenter:** Dr. Colleen Grindle, LDHS Principal  
**Event:** LDISD Board of Trustees Meeting  
**Date:** May 11, 2026



STUDENT SUCCESS



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# Esther Kitamura, Valedictorian



STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



FACULTY & STAFF  
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EFFICIENT OPERATIONS



# Lanz Lavina, Salutatorian



STUDENT SUCCESS



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COMMUNITY SUPPORT



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# Anjali Singh



STUDENT SUCCESS



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**FALCONS**  
*first*



# Ava McConnell



STUDENT SUCCESS



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# Zachary Zertuche



STUDENT SUCCESS



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COMMUNITY SUPPORT



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# Sophia Cone



STUDENT SUCCESS



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# Bryce Benko



STUDENT SUCCESS



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# Oreoluwa Ofokaire



STUDENT SUCCESS



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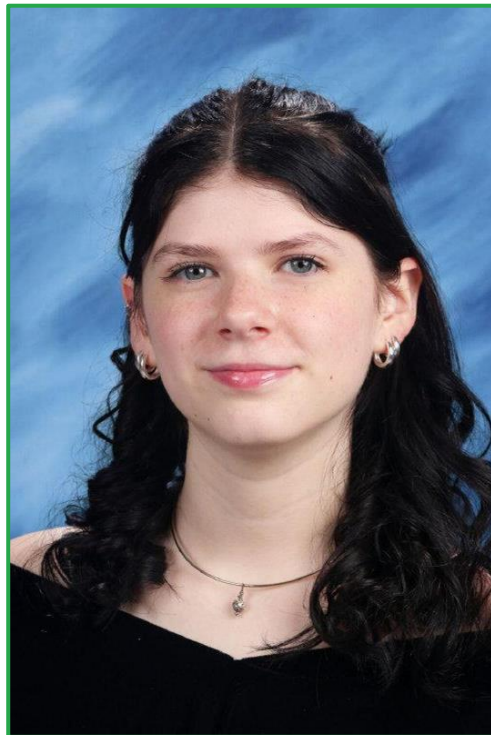
FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



# Teresa Carruth



STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



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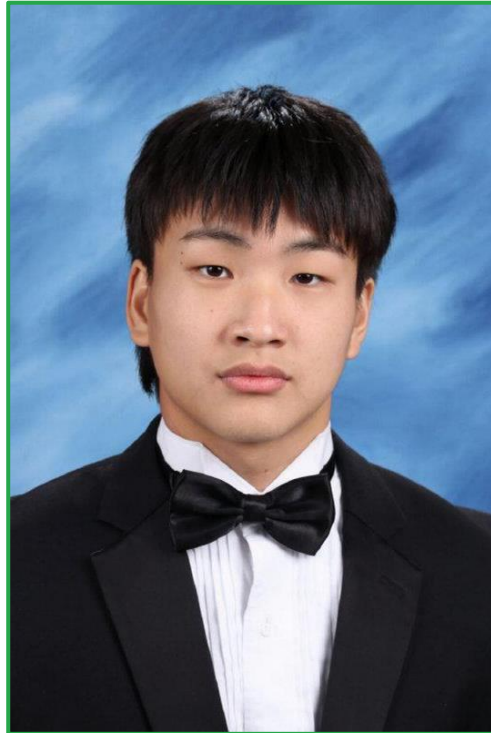
EFFICIENT OPERATIONS



**FALCONS**  
*first*



# John Im



STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



# LAKE DALLAS

Independent School District



STUDENT SUCCESS



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3.L.

## ***Faculty & Staff Engagement:***

May Teachers and Employees of the Month

**Presenter:** Dr. Kristin N. Brown, Superintendent

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026



STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



FACULTY & STAFF  
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EFFICIENT OPERATIONS



# May Teachers and Employees of the Month

## RECOGNIZED TEACHERS

- Sally Ashley, LDE
- Aubrey Meyers, CE
- Mandy Badyna, SSE
- Candice Dunn, LDMS
- Katelyn Kutch, LDHS

## RECOGNIZED EMPLOYEES

- Kaitlyn Bell, SSE
- Celia Solomon, CE
- Adriana McNellie, LDE (May)
- Lamaya McColor, LDE (April)
- Nadia Sweetland, LDMS
- Loretta Manahan, LDHS
- Hector Flores, Transportation
- Donna Jackson, Child Nutrition
- Sonia Torres Martinez, Facilities
- Magda Gray, Curriculum & Instruction



STUDENT SUCCESS



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COMMUNITY SUPPORT



FACULTY & STAFF  
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EFFICIENT OPERATIONS



# LAKE DALLAS

Independent School District



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Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Lance Stacy, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Lake Dallas ISD Board of Trustee, Place 5 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

\_\_\_\_\_  
Printed or Typed Name

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Mark Tucker do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Lake Dallas ISD Board of Trustee, Place 6 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

\_\_\_\_\_  
Printed or Typed Name



STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS

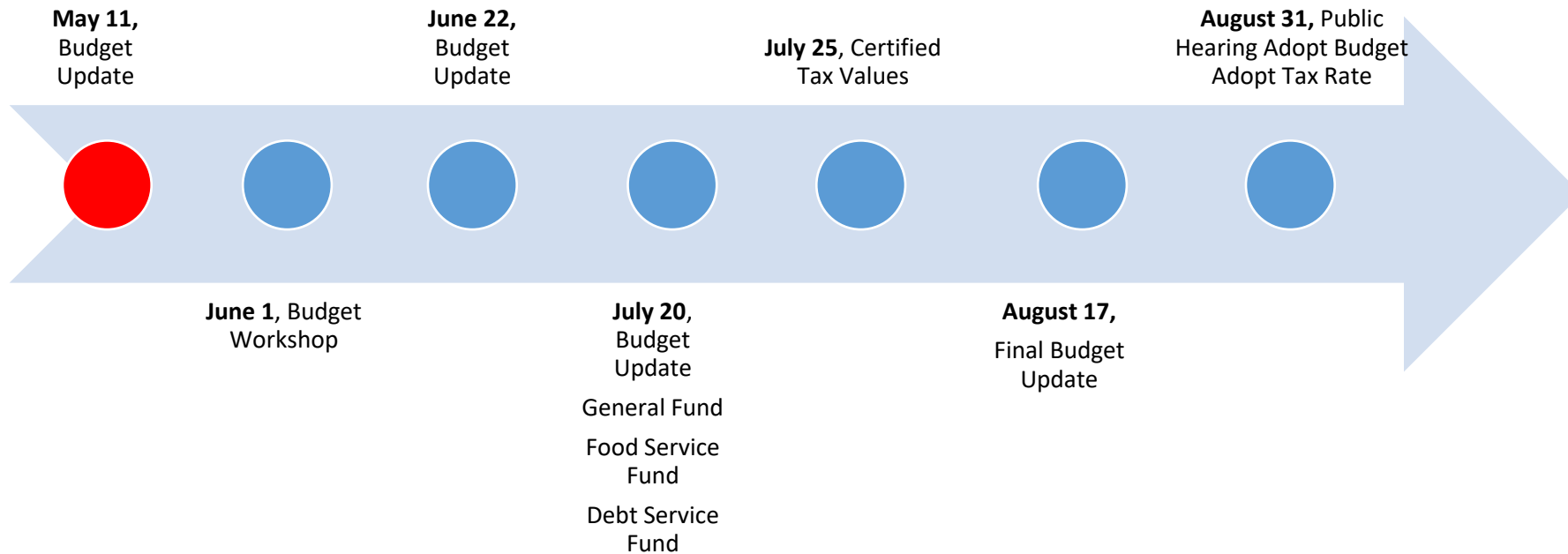


# 8.A. *Efficient Operations-* 2026-2027 Budget Report

**Presenter:** Anne Haehn, Chief Financial Officer  
**Event:** LDISD Board of Trustees Meeting  
**Date:** May 11, 2026



# Budget Calendar



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# 2026-2027 Budget Priorities

- Balanced budget
- Maintain integrity of fund balance
- Focus resources on greatest needs
- Tools for a successful learning environment
- Offer new programs
- Provide competitive compensation plan



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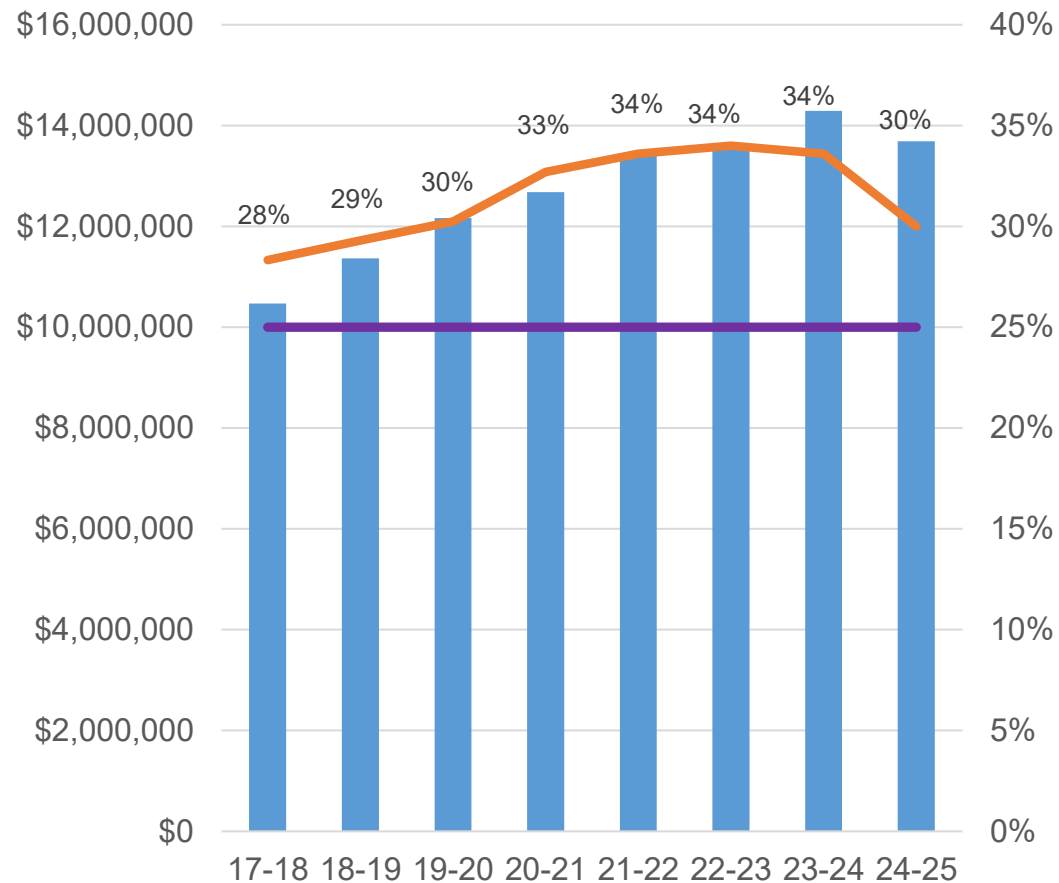


EFFICIENT OPERATIONS



# General Fund – Fund Balance

- Cash management
- Ongoing support for educational programs
- One-time expenditures
- TEA recommendation - At least 25% of annual expenditures



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# HB2 Changes for 25-27 Biennium

- New Teacher and Support Staff Retention Allotment
- Increase in Basic Allotment
- Increase in School Safety Allotment
- Early Education Allotment changes
- Funding for intensity of services for SPED (26-27)



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# 2025-2026 General Fund Revenue

	FY 26 Adopted Budget	FY 26 Projected Revenue	Difference
Local	24,342,315	24,492,315	150,000
State	19,811,938	20,459,355	647,417
Federal	<u>560,000</u>	<u>400,000</u>	<u>(160,000)</u>
Total	\$44,714,253	\$45,351,670	\$637,417



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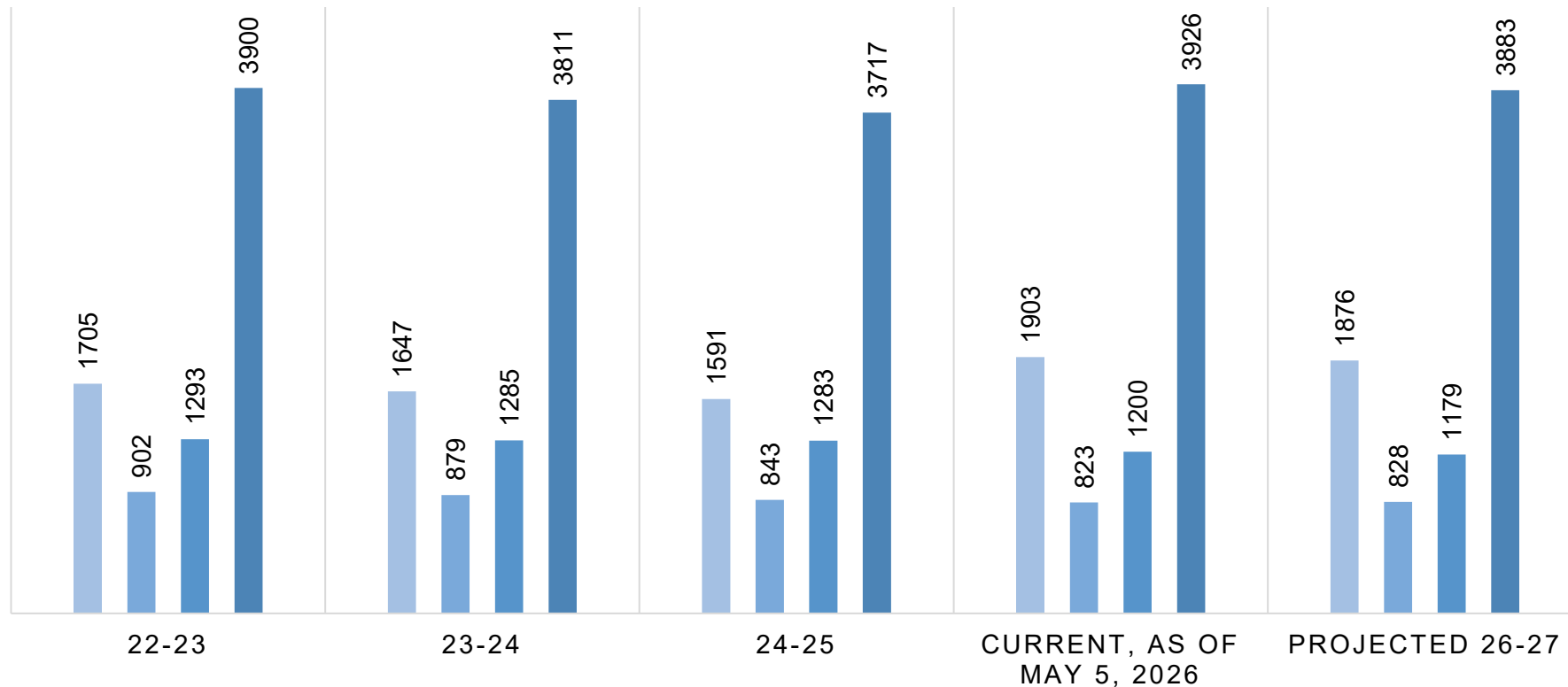


EFFICIENT OPERATIONS



# ENROLLMENT PROJECTIONS

■ ELEMENTARY SCHOOLS ■ MIDDLE SCHOOL ■ HIGH SCHOOL ■ TOTAL



STUDENT SUCCESS



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# 2026-2027 Projections

## Revenue

- Increase in WADA
- Maintain enrollment
- Increase in property values
- Implementing Additional Days School Year

## Expenditures

- Inflation (fuel, maintenance/transportation supplies)
- Property insurance increase
- Continued increase in utilities



STUDENT SUCCESS



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# 2026-2027 Budget Development Plan

## What to expect in June

- General Fund Revenue
  - New revenue tied to growth
- Campus Budgets
- Department Budgets
- Compensation Plan



STUDENT SUCCESS



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Any Questions?





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# LAKE DALLAS

Independent School District



# Minutes of Regular Meeting

## The Board of Trustees Lake Dallas Independent School District

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A Regular Meeting of the Board of Trustees of Lake Dallas Independent School District was held Monday, April 20, 2026, beginning at 5:30 PM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: President Lance Stacy, Vice President Ginger Collier, Secretary Mark Tucker, Trustees Scott Baird, Bruce Smith, Aaron Appleby, Greg Bartley and Superintendent Dr. Kristin N. Brown

**1. Call to Order, Roll Call, and Establishment of Quorum – 5:30 PM**

**2. Moment of Silence and Pledges of Allegiance**

President Lance Stacy led the moment of silence. The Pledges of Allegiance were led by LDHS Student Advisory Council.

**3. Student/Staff Report/Recognitions**

**A. *Student Success:* Lake Dallas High School Student Advisory Council**

Dr. Colleen Grindle, LDHS Principal, recognized this year's Student Advisory Council for Lake Dallas High School. These students meet with Dr. Brown periodically throughout the year to give insight into helping further the success of our District.

- Destini Atkins
- Issac Birdseye
- Presley Clark
- Sanniyah Foster
- Emmet Holmberg
- Davin Hopkins
- Noora Jagger
- Truett Lima Keeton
- Chance Phillips
- Kylee Salmons
- Jackson Schaefer
- Anjali Singh
- Emily Skousen
- Presley Sloan
- Brenton Sweetland
- Ella Wren

**B. *Student Success:* LDHS Visual Art VASE Regional Medalists and State Qualifier**

Jeanette Murray, LDHS Art Teacher, recognized several students for their accomplishments at the Region 11N VASE Competition.

**Region 11N VASE medalists**

- Alana Blake
- Tristen Dorrall - double medal winner
- Sophia Dunn
- Joanna Im
- Tessa Knop
- Karly Linneman

- Emily Murguia
- Itzel Navarro
- Isabela Ojeda - double medal winner
- Ava Pagel - double medal winner
- Athena Paz
- Emma Quinn
- Kylee Salmons
- Hollie Sweetland - double medal winner
- Sara Tilley
- Hayden Wade
- Katie Wilcox
- Jazz True- Wilkerson
- Ella Wren

**State VASE Qualifier:**

- Emma Quinn

**C. *Student Success: LDHS UIL Speech, Debate & Academic Success***

Steven Bell, Jessie Eubanks, and Cire Jauregui, LDHS Speech, Debate and Academic Sponsors, recognized the following students for their success at the LDHS UIL Academic District Meet.

- Alaina Clemens – 1<sup>st</sup> Place in Spelling and Vocabulary
- Lily Hoffman – 2<sup>nd</sup> Place in Lincoln Douglas Debate
- Ajitesh Mylavarapu, Korianka Mauricio Campos, Emily Skousen Alaina Clemens, Jacob Bailey (math Team) 2<sup>nd</sup> Overall in the District

**D. *Student Success: UIL A+ Academics District Meet Results***

Denise Kennedy, Director of Student Initiatives, Kerri Blevins, Jennifer Bryant and Ashley Fay, Elementary Principals, recognized the following students for their success at the Elementary UIL A+ Academic District Meet.

**SSE**

- Knight Gonzales – 3<sup>rd</sup> Place Number Sense
- Rylee Comfort – 1<sup>st</sup> Place Storytelling
- Caroline Bassinger 2<sup>nd</sup> Place Storytelling
- Piper Sommerman – 3<sup>rd</sup> Place Storytelling

**LDE**

- Avery Hasen – 1<sup>st</sup> Place Creative Writing
- Eliyanah Brown – 2<sup>nd</sup> Place Creative Writing
- Harper Phillips – 3<sup>rd</sup> Place Spelling 3/4

**CE**

- Jasmine Wright – 1<sup>st</sup> Place Art
- Camila Fernandez Leal – 3<sup>rd</sup> Place Art
- Austin Hustedde – 3<sup>rd</sup> Place Art
- Helen Gober – 3<sup>rd</sup> Place Creative Writing
- Tathsilu Perera – 1<sup>st</sup> Place Number Sense
- Ricardo Sanchez Castillo – 2<sup>nd</sup> Place Number Sense
- Jimmy Sykes – 1<sup>st</sup> Grade Oral Reading
- Scarlett Kading – 2<sup>nd</sup> Place Oral Reading
- Rylee Himel – 3<sup>rd</sup> Place Oral Reading
- Samantha Wikman – 1<sup>st</sup> Place Spelling 5
- Ovini Perera – 1<sup>st</sup> Place Spelling 3/4

- Lainey Knuckles – 2<sup>nd</sup> Place Spelling 3/4

**E. *Student Success:*** LDHS Choir UIL Success

Laura Jenkins, LDHS Choir Director, recognized the LDHS Choir program for their recent UIL Sweepstakes award.

- Choir students receive SWEEPSTAKES at UIL Concert & Sight-Reading contest at Decatur HS.
- Students received straight 1 Superior ratings from all six judges.
- Lake Dallas Varsity Mixed Choir was one of the 8 out of 34 choral ensembles that received straight 1s.

**F. *Student Success:*** LDHS Girls Soccer Success

Nathan Davis, LDHS Soccer Coach, recognized the LDHS Varsity Girls Soccer Team for winning the District Championship.

- Bi-District Champions
- Overall Record of 19-3 (Most Wins for Program)
- District Record of 10-0
- Scored 16 Goals/Gave up 16
- 21 of 22 Athletes were Academic All-District

**G. *Student Success:*** LDHS Boys Soccer Success

Brandon Martin, LDHS Soccer Coach, recognized the coaches and students of the LDHS Boys Soccer Team and their State Championship performance.

- District 8/4A Runner Up
- Bi-District Champions (1-0 vs Eastern Hills)
- Area Champions (1-1 vs Stephenville in PK's)
- Regional Semifinal Champions (2-1 vs Ysleta)
- Regional Final Champions (4-3 vs Decatur)
- State Semi-Final Champions (2-1 vs Palestine)
- State Final Runner Up (0-1 vs La Vega)

**Player Recognition**

- Adrian Anaya - Captain, 8 goals, 9 assists
- Cameron Sasser - 5 goals, 1 assist
- Asher Seibenmann - 7 goals, 2 assists
- Axel Rodriguez
- Eugenio Govea - 1 assist
- Alex Flores - 3 assists
- Arthur Bellini - 2 goals, 1 assist
- Martin Gonzalez - 2 goals, 1 assist

**H. *Parent & Family/Community Support:*** Lake Dallas ISD Falcon Insider Recognition

John Modica, Chief Operations Officer, gave a summary of the Lake Dallas ISD Falcon Insider Program and recognized the 2025-2026 participating members.

- Emily Barrow-Sparkman
- Kristy Bleau
- Brett Clickner
- Amanda Kent
- Nancy Koket
- Ashley Leazure

- Mackenzie Maddox
- Mary Madrid
- Todd McKay
- Tom Newell
- Laura Olson
- Sarah Ortega
- Cori Riley
- Jamie Spear

I. **Faculty & Staff Engagement:** April Teachers and Employees of the Month

Dr. Kristin N. Brown, Superintendent, recognized 13 staff members as Teachers and Employees of the Month for April and 1 staff member as Employee of the Month for March, who was unable to attend the previous recognition.

**Teachers**

- Nathania Reyes, LDE
- Jennifer Ramsey, CE
- Mason Hansen, SSE
- Brandi Crouch, LDMS
- Ryan Hunt, LDHS

**Employees**

- Mary Jane Crews, SSE
- Julia Colley, CE (March)
- Michelle Cooper, CE (April)
- Michelle Meade, LDMS
- Maritzel Macias, LDHS
- Richard Bender, Transportation
- Letty Easley, Child Nutrition
- Cathy Sprayberry, Facilities
- Payton Baxter, Childcare

A video highlighting the Teachers and Employees of the Month was shown during Executive Session.

4. **Executive Session**

The open session of the meeting adjourned at 6:28 pm. The Board of Trustees moved to executive session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code).

The Board reconvened to open session at 8:05 pm.

5. **Public Comment**

Persons desiring to address the Board of Trustees were given the opportunity to sign up to speak.

**One member of the public signed up to speak regarding bullying at Lake Dallas Middle School.**

6. **INFORMATION ITEMS**

A. **Efficient Operations:** Board Member Continuing Education Announcement

Lance Stacy, Board President, fulfilled the State Board of Education annual requirement to make a public announcement of the names of those board members who have completed the required continuing education, who have exceeded the required hours, or who are deficient.

- President Lance Stacy- Exceeded
- Vice President Ginger Collier – Exceeded
- Secretary Mark Tucker – Exceeded

- Trustee Scott Baird – Exceeded
- Trustee – Bruce Smith Exceeded
- Trustee Aaron Appleby – Exceeded
- Trustee Greg Bartley - Exceeded

**7. CONSENT AGENDA ITEM**

Consent Agenda Items are items identified as routine, procedural, informational or self-explanatory presented as a single motion to be acted on at one time.

**It was MOVED by Bruce Smith and SECONDED by Aaron Appleby to approve the Consent Agenda as presented.**

- A. Consideration/Approval of the Minutes of the April 6, 2026, Board Workshop Meeting**
- B. Consideration/Approval of the Minutes of the March 23, 2026, Regular Meeting**
- C. Consideration/Approval of Monthly Financial Statements and Quarterly Investment Report**
- D. Consideration/Approval of Certification of Provision of Instructional Materials Survey 2026-2027**

In accordance with Texas Education Code §31.1011, school districts are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year.

**E. Consideration/Approval of Donation Requests to Lake Dallas ISD**

- 7 AED: Defibtech Lifeline to Lake Dallas ISD Police Department from Living for Zachary.

**F. Consideration/Approval of Purchases Over \$75,000**

- LIFT MOU
- Bluebonnet Pricing K-5 RLA 26-27 SY
- Bluebonnet Pricing K-Algebra 26-27 SY
- High School Athletics (BSN Sports)
  - Branding
  - Weight Equipment
  - Varsity Locker Room
- Longhorn Bus Sales- Special Education Bus
- E3 Integral Solutions, Inc Agreement- HVAC and LED Lighting for all district buildings
- Library for Shady Shores Elementary and Lake Dallas Elementary and Stem furniture for Shady Shores Elementary, Lake Dallas Elementary and Corinth Elementary.
- Chairs for Lake Dallas Elementary

**G. Consideration/Approval of 2026-2027 Board of Trustee Meeting Dates**

**H. Consideration/Approval of Board Policy DK(Local)**

**I. Consideration/Approval of Lake Dallas ISD Open Education Resources (OER)**

Bluebonnet Learning instructional materials have been approved through the Instructional Materials Review and Approval (IMRA) process by the State Board of Education (SBOE). Following a rigorous district review process, Bluebonnet Learning, Open Educational Resource for RLA K-5, including K-3 Foundational Skills (English phonics) and K-5 Reading Language Arts (RLA) has been recommended for the 2026-2027 school year.

**J. Consideration/Approval of 2026-2027 Compliance Training and Professional Development Plan**

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the Clearinghouse training published by the State Board

for Educator Certification (SBEC) and annually approve the District's professional development plan.

**K. Consideration/Approval of Resolution of the Board of Trustees of the Lake Dallas Independent School District SB 546 Seat Belt Requirements - Financial Inability Determination**

Senate Bill 546 (89th Texas Legislature) requires that all school buses operated by or contracted for use by a school district be equipped with three-point seat belts for every passenger, including the operator, with full compliance required no later than September 1, 2029.

The Resolution of the Board of Trustees of the Lake Dallas Independent School District SB 546 Seat Belt Requirements - Financial Inability was attached for approval.

**L. Consideration/Approval of Low-Attendance Waiver Day**

LDISD is seeking Board approval to submit a low-attendance waiver application to TEA to excuse an instructional day from ADA and FSP funding calculations for LDHS April 9, 2026, with attendance at least 10 percentage points below the last school year's overall average attendance.

**M. Consideration/Approval of 2026-2027 Professional Contracts**

**MOTION PASSED 7-0**

Lance Stacy, President – Aye  
Ginger Collier, Vice President – Aye  
Mark Tucker, Secretary – Aye  
Trustees:  
Scott Baird – Aye  
Bruce Smith – Aye  
Aaron Appleby – Aye  
Greg Bartley – Aye

**8. ACTION ITEMS**

- A. *Efficient Operations:*** Consideration/Approval of Final Construction Payment to Crossland Construction Company, LLC  
John Modica, Chief Operations Officer, requested approval of final construction payment to Crossland Construction Company, LLC.

**It was MOVED by Mark Tucker and SECONDED by Greg Bartley to approve the final construction payment to Crossland Construction, LLC as presented.**

**MOTION PASSED 7-0**

Lance Stacy, President – Aye  
Ginger Collier, Vice President – Aye  
Mark Tucker, Secretary – Aye  
Trustees:  
Scott Baird – Aye  
Bruce Smith – Aye  
Aaron Appleby – Aye  
Greg Bartley – Aye

- B. *Efficient Operations:*** Consideration/Approval of Request for Purchase of Dark Fiber Service  
The request to purchase internet services through Dark Fiber will be presented for approval.

**It was MOVED by Aaron Appleby and SECONDED by Ginger Collier to approve the Request for Purchase of Dark Fiber Service as presented.**

**MOTION PASSED 7-0**

Lance Stacy, President – Aye  
Ginger Collier, Vice President – Aye  
Mark Tucker, Secretary – Aye  
Trustees:  
Scott Baird – Aye  
Bruce Smith – Aye  
Aaron Appleby – Aye  
Greg Bartley – Aye

- C. ***Efficient Operations:*** Consideration/Acceptance of the Three-Year Safety & Security Audit Report  
Discussion of the Three-Year Safety Audit Report took place during Executive Session.

**It was MOVED by Scott Baird and SECONDED by Aaron Appleby to Accept the Three-Year Safety Audit report as presented in Executive Session.**

**MOTION PASSED 7-0**

Lance Stacy, President – Aye  
Ginger Collier, Vice President – Aye  
Mark Tucker, Secretary – Aye  
Trustees:  
Scott Baird – Aye  
Bruce Smith – Aye  
Aaron Appleby – Aye  
Greg Bartley – Aye

- D. ***Efficient Operations:*** Consideration and possible action regarding approval of a finding in accordance with Texas Education Code Section 21.210(c)(2) and 19 Texas Administrative Code 249.14(j), that good cause did not exist for Erin Vincent, term contract teacher, to abandon her employment contract, position and attempt to resign from Lake Dallas ISD

**It was MOVED by Mark Tucker and SECONDED by Greg Bartley to recommend that the Board issue a finding in accordance with Texas Education Code Section 21.210(c)(2) and 19 Texas Administrative Code Section 249.14(j), that good cause did not exist for term contract teacher Erin Vincent's abandonment of her employment contract, abandonment of her position and attempt to resign from Lake Dallas ISD.**

**MOTION PASSED 7-0**

Lance Stacy, President – Aye  
Ginger Collier, Vice President – Aye  
Mark Tucker, Secretary – Aye  
Trustees:  
Scott Baird – Aye  
Bruce Smith – Aye  
Aaron Appleby – Aye  
Greg Bartley – Aye

- E. ***Efficient Operations:*** Consideration and possible action regarding notification to the State Board for Educator Certification of term contract teacher Erin Vincent concerning abandonment of her employment contract and seeking sanctions for abandonment of her position

It was **MOVED** by Aaron Appleby and **SECONDED** by Bruce Smith to recommend that the Board send information required by 19 Texas Administrative Code 249.14(j) to the State Board for Educator Certification and to Erin Vincent, seeking sanctions for abandonment of her employment contract.

**MOTION PASSED 7-0**

Lance Stacy, President – Aye  
Ginger Collier, Vice President – Aye  
Mark Tucker, Secretary – Aye  
Trustees:  
Scott Baird – Aye  
Bruce Smith – Aye  
Aaron Appleby – Aye  
Greg Bartley – Aye

**9. Calendar, Announcements & Information**

**A. Upcoming Meetings & Events**

Dr. Kristin N. Brown, Superintendent, presented upcoming events occurring between board meetings.

**10. Executive Session**

The open session of the meeting will adjourn. The Board of Trustees will reconvene in executive session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code). The Board of Trustees will reconvene in open session to take any final action, decision, or vote on a matter deliberated in executive session.

**The Board did not move to Executive Session.**

**11. Adjournment**

The meeting was adjourned at 8:22 pm

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Lance Stacy, Board President

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Mark Tucker, Board Secretary

LAKE DALLAS ISD  
 COMPARISON OF REVENUE AND EXPENDITURES  
 GENERAL FUND  
 March 2026

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
<b>REVENUE</b>					
Local Revenue	23,225,925	23,677,016	24,404,224	727,208	97.0%
State Revenue	11,682,255	12,011,346	19,811,938	7,800,592	60.6%
Federal Revenue	36,249	36,467	560,000	523,533	6.5%
<b>Total Revenue</b>	<b>34,944,429</b>	<b>35,724,828</b>	<b>44,776,162</b>	<b>9,051,334</b>	<b>79.8%</b>
<b>EXPENDITURES</b>					
Instruction	12,845,068	14,984,197	25,618,214	10,634,017	58.5%
Inst. Res./Media Services	27,562	29,133	476,934	447,801	6.1%
Curriculum Dev. & Inst. Staff Devel	442,809	513,220	862,680	349,460	59.5%
Inst. Leadership	349,242	405,611	691,665	286,054	58.6%
School Leadership	1,136,753	1,322,574	2,320,726	998,152	57.0%
Guidance/Counseling/Evaluation	708,738	822,474	1,336,939	514,465	61.5%
Health Services	183,567	212,659	377,771	165,112	56.3%
Pupil Transportation	899,762	1,010,706	1,746,222	735,516	57.9%
Cocurr./Extracurr. Activities	717,508	818,870	1,270,351	451,481	64.5%
Gen Administration	986,534	1,117,305	1,837,287	719,982	60.8%
Plant Maintenance & Operations	3,188,439	3,568,184	6,104,540	2,536,356	58.5%
School Monitoring Services	392,762	456,199	792,935	336,736	57.5%
Data Processing Services	624,949	679,425	1,169,558	490,133	58.1%
Debt Services	0	0	760,430	760,430	0.0%
Facilities Acq. & Construction	0	0	14,000	14,000	0.0%
Payments to Fiscal Agents	0	21,000	4,500	(16,500)	466.7%
Payments to JJAEP Program	0	0	2,000	2,000	0.0%
Other Intergovernmental Charges	137,473	205,562	340,400	134,838	60.4%
<b>Total Expenditures</b>	<b>22,641,164</b>	<b>26,167,119</b>	<b>45,727,152</b>	<b>19,560,033</b>	<b>57.2%</b>
<b>Grand Revenue Totals</b>	<b>34,944,429</b>	<b>35,724,828</b>	<b>44,776,162</b>		
<b>Grand Expenditure Totals</b>	<b>22,641,164</b>	<b>26,167,119</b>	<b>45,727,152</b>		
<b>Grand Totals</b>	<b>12,303,264</b>	<b>9,557,709</b>	<b>(950,990)</b>		

LAKE DALLAS ISD  
 COMPARISON OF REVENUE AND EXPENDITURES  
 FOOD SERVICE FUND  
 March 2026

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
<b>REVENUE</b>					
Local Revenue	399,964	466,930	802,403	335,473	58.2%
State Revenue	19,222	22,035	52,533	30,498	41.9%
Federal Revenue	849,229	989,787	1,411,658	421,871	70.1%
<b>Total Revenue</b>	<b>1,268,415</b>	<b>1,478,752</b>	<b>2,266,594</b>	<b>787,842</b>	<b>65.2%</b>
<b>EXPENDITURES</b>					
Food Service	1,299,816	1,527,011	2,441,484	914,473	62.5%
<b>Total Expenditures</b>	<b>1,299,816</b>	<b>1,527,011</b>	<b>2,441,484</b>	<b>914,473</b>	<b>62.5%</b>
<b>Grand Revenue Totals</b>	<b>1,268,415</b>	<b>1,478,752</b>	<b>2,266,594</b>		
<b>Grand Expenditure Totals</b>	<b>1,299,816</b>	<b>1,527,011</b>	<b>2,441,484</b>		
<b>Grand Totals</b>	<b>(31,401)</b>	<b>(48,258)</b>	<b>(174,890)</b>		

LAKE DALLAS ISD  
 COMPARISON OF REVENUE AND EXPENDITURES  
 DEBT SERVICE FUND  
 March 2026

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
<b>REVENUE</b>					
Local Revenue	15,033,561	15,279,756	15,498,058	218,302	98.6%
State Revenue	3,787,512	3,787,512	2,848,379	(939,133)	133.0%
<b>Total Revenue</b>	<b>18,821,073</b>	<b>19,067,268</b>	<b>18,346,437</b>	<b>(720,831)</b>	<b>103.9%</b>
<b>EXPENDITURES</b>					
Debt Services	3,263,909	3,263,909	18,345,069	15,081,160	17.8%
<b>Total Expenditures</b>	<b>3,263,909</b>	<b>3,263,909</b>	<b>18,345,069</b>	<b>15,081,160</b>	<b>17.8%</b>
<b>Grand Revenue Totals</b>	<b>18,821,073</b>	<b>19,067,268</b>	<b>18,346,437</b>		
<b>Grand Expenditure Totals</b>	<b>3,263,909</b>	<b>3,263,909</b>	<b>18,345,069</b>		
<b>Grand Totals</b>	<b>15,557,163</b>	<b>15,803,358</b>	<b>1,368</b>		

LAKE DALLAS ISD  
BALANCE SHEET  
GENERAL FUND, FOOD SERVICE AND DEBT SERVICE  
March 31, 2026

**General Fund**

Cash & Investments	26,667,059
Receivables	4,354,203
Deferred Expenses	200,260
<b>Total Assets</b>	<u>31,221,523</u>

Current Payables	(7,526,681)
Accrued Expenses	(72,194)
Deferred Revenue	(376,865)
<b>Total Liabilities</b>	<u>(7,975,740)</u>

Reserve for Encumbrances	564,699
Undesig. Fund Balance	(23,245,783)
Reserve for Encumbrances	(564,699)
<b>Total Equity</b>	<u>(23,245,783)</u>

**Food Service**

Cash & Investments	972,933
Receivables	130,403
<b>Total Assets</b>	<u>1,103,336</u>

Current Payables	(171,985)
Accrued Expenses	(28,253)
Deferred Revenue	(99,311)
<b>Total Liabilities</b>	<u>(299,549)</u>

Reserve for Food Encumbrances	(1,151,673)
Undesig. Fund Balance	485,920
Reserve for Encumbrances	(138,033)
<b>Total Equity</b>	<u>(803,786)</u>

**Debt Services**

Cash & Investments	13,624,502
Receivables	5,216,690
<b>Total Assets</b>	<u>18,841,192</u>

Current Payables	0
Deferred Revenue	(208,448)
<b>Total Liabilities</b>	<u>(208,448)</u>

Reserve for Long Term Debt	(2,655,470)
Undesig. Fund Balance	(15,977,275)
<b>Total Equity</b>	<u>(18,632,745)</u>

FUND	FUNC	OBJECT	SUB OBJ	ORG	YEAR	PROG CODE	LOC CODE	DESCRIPTION	CURRENT BUDGET	INCREASE/ (DECREASE)	PROPOSED BUDGET
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**EXPENDITURES**

(USE WHOLE DOLLAR AMOUNTS ONLY.)

199	34	6245	00	800	0	99	801	Contract Services	81,422.00	43,000.00	124,422.00

**TOTAL EXPENDITURES**

81,422.00	43,000.00	124,422.00
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**REVENUES**

199	00	5743	00	910	0	00	000	Rent	0.00	43,000.00	43,000.00

**TOTAL REVENUES**

0.00	43,000.00	43,000.00
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**NET CHANGE TO FUND BALANCE**

0.00
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**+INCREASE/(DECREASE)**

**EXPLANATION:**

Increase budget for facility rental revenue and repairs to buses

<p>Processed by _____</p> <p>Date: _____</p>
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(ADMINISTRATIVE OFFICE USE ONLY)

_____	ORIGINATOR	_____	DATE
_____	SUPERVISOR/PRINCIPAL	_____	DATE
_____	CFO	_____	DATE
_____	SUPERINTENDENT	_____	DATE
_____	BOARD SECRETARY	_____	DATE
_____	BOARD PRESIDENT	_____	DATE

White copy to be filed in Board Book  
 Yellow copy to be filed in Administration Office  
 Pink copy to be retained by Supervisor



DISTRICT OF

INNOVATION

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# INTRODUCTION

HB 1842 was passed during the 84th Texas legislative Session in spring 2015, and provides flexibilities to Texas public school districts designated as a District of Innovation. To access these flexibilities, a school district must adopt an innovation plan, as set forth in Texas Education Code Chapter 12A.

Districts of Innovation may be exempted from a number of state statutes and will have:

- ▶ Greater local control as the decision makers over the educational and instructional model for students;
- ▶ Increased freedom and flexibility, with accountability, relative to state mandates that govern educational programming; and
- ▶ Empowerment to innovate and think differently.

Districts are not exempt from statutes including curriculum and graduation requirements and academic and financial accountability.

# PROCESS

On October 17, 2016 the Lake Dallas Independent School District's Board of Trustees initiated the process to become District of Innovation by adopting a resolution in accordance with Texas Education Code Chapter 12A.

On November 14, 2016, the Lake Dallas ISD Board of Trustees held a public hearing for public discussion on whether the District should develop a Local Innovation Plan for the designation of the District as a District of Innovation. With there being no objection from the hearing, the Board of Trustees appointed the Innovation Committee to discuss and draft a Local Innovation Plan. This committee represents various stakeholders across the district, including teachers, parents, campus administration, district administration and local business owners. On January 17, 2017, the District Education Improvement Committee approved the Local Innovation Plan by a majority vote. On January 23, 2017, the Board of Trustees approved the plan.

On December 9th, 2021, the District Education Improvement Committee approved the recommendation to renew the Local Innovation Plan for another 5 years by a majority vote. On January 10th, 2022, the Board of Trustees held a public meeting and voted to approve the DEIC's recommendation to renew the District of Innovation Plan until January 8th, 2027.

On February 22nd, 2024, the District Education Improvement Committee approved a recommendation for amendments to the District of Innovation Plan in a public meeting. On February 26th, 2024, the Board of Trustees held a public meeting and voted to approve the DEIC's recommendation for amendments to the District of Innovation Plan.



## TIMELINE

Date	
October 17, 2016	Board of Trustees passed Resolution to initiate District of Innovation Process
November 14, 2016	Board of Trustees held public hearing and appointed Innovation Committee
November 30, 2016	Initial meeting of Innovation Committee
December 15, 2016	Meeting to finalize District of Innovation Plan
December 16, 2016	Post District of innovation Plan on LDISD website
January 17, 2017	District Education Improvement Committee approval of District of Innovation Plan
January 23, 2017	Board of Trustees approval of District of Innovation Plan
December 9, 2021	District Education Improvement Committee approval of renewing District of Innovation Plan for another 5 years
January 10, 2022	Board of Trustees approval to renew the District of Innovation Plan
February 22, 2024	District Education Improvement Committee approved for amendments to be made to the District of Innovation Plan in a public meeting. See Exhibit A.
February 26, 2024	Board of Trustees approval of the amendments to the District of Innovation Plan set forth by the District Education Improvement Committee.
August 11, 2025	Removed all components of the District Innovation Plan pertaining to Chapter 37.
April 29, 2026	District Education Improvement Committee approved for amendments to be made to the District of Innovation Plan in a public meeting. See Exhibit A.



# INNOVATION COMMITTEE

Name	Member Category
Bill Heidemann	Business Representative
Gary Peppers	Business Representative
Vicki Sargent	Business Representative
Kelly Hubbard	Business Representative
Bridgett Drozd	Business Representative
Frank Graham	Community Representative
Shawn Brewer	Parent Representative
Drew Pickard	Parent Representative
Ginger Collier	Parent Representative
Mark Tucker	Parent Representative
Tina Hicks	Parent Representative
Rick Bortnem	Parent Representative
Dana Dunn	Parent Representative
Marvlous Gowans	Parent Representative
Craig Chambers	Parent Representative
Terri Webb	Parent Representative
Marci Malcom	District Representative
Karla Landrum	District Representative
Melaynee Broadstreet	District Representative
Scott Head	District Representative
Mark Ruggles	District Representative
James Parker II	Campus Representative, LDMS
Jennifer Perry	Campus Representative, LDE
Denise Kennedy	Teacher Representative, LDHS
Amanda Young	Non-Teacher Representative, LDHS
Desi Beard	Non-Teacher Representative, LDMS
Olivia Stalnaker	Teacher Representative, LDMS
Denise Evans-Jackson	Teacher Representative, LDE
Katie Landaverde	Teacher Representative, LDE
Megan Cho	Teacher Representative, CE
Michelle Richey	Teacher Representative, CE
Ann Lenard	Teacher Representative, SSE
Jennifer Brumley	Teacher Representative, SSE



DISTRICT OF  
INNOVATION

# LDISD 2022 DISTRICT EDUCATION IMPROVEMENT COMMITTEE

Name	Member Category
Borlen Jourdan	Business Representative
Rick Lewelling	Business Representative
Michelle Wallace	Business Representative
John Smith	Community Representative
Melissa Williamson	Community Representative
Kelly Anderson	Parent Representative
April Moon	Parent Representative
Jennifer Roebken	Parent Representative
Kiley Walker	Parent Representative
Clint Rushing	Campus Representative, LDHS
Jennifer Bryant	Campus Representative, SSE
Amanda Forman	District Representative
Karla Landrum	District Representative
John Modica	District Representative
Shelly Wendt	District Representative
Travis Waddell	District Representative
Becky Irick	Teacher Representative, CE
Cynthia Salmons	Teacher Representative, CE
Cari Houser	Teacher Representative, LDE
Kendra Simpson	Teacher Representative, LDE
Lacy Almeida	Teacher Representative, LDHS
Jimmy Moore	Teacher Representative, LDHS
Kari Kunkle	Teacher Representative, LDMS
Tyler Reed	Teacher Representative, LDMS
Debbie Gladen	Teacher Representative, SSE
Ann Lenard	Teacher Representative, SSE



# LDISD INNOVATION PLAN

Lake Dallas ISD is driven by four Board goals developed collaboratively by teachers, administrators, parents, community members, and business representatives. These goals inform the manner in which instruction is delivered and learning is experienced in LDISD.

1. Partner with and involve our diverse community to support LDISD students and staff.
2. Provide the consistent delivery of an innovative curriculum that: Individualizes instruction, motivates and meets the needs of all students, addresses varied learning styles, and strives toward the highest standard as measured by the Texas Education Agency.
3. Recruit and retain staff that advances the art and science of teaching.
4. Provide quality and safe facilities.

This five-year District of Innovation Plan, in effect from January 24, 2017 – January 23, 2022, provides the flexibility to incorporate innovative ideas to meet the Board goals. The plan allows for certain decisions to be made at the local level. In this way, LDISD can best serve its students and community.

## EXEMPTIONS

- I. First Day of Instruction
- II. Class Size and Notice of Class Size
- III. Minimum Attendance for Class Credit or Final Grade
- IV. Probationary Contracts
- V. Certification Required, Education Preparation, Presentation and Recording of Certificates, and Parent Notification
- VI. Transfer of Student
- VII. Teacher and Principal Appraisal System
- VIII. Student Grade Level Retention



# I. First Day of Instruction

*TEC §25.0811*

A school district may not begin instruction for students for a school year before the fourth Monday in August.

## ***Board Goals Inhibited by TEC §25.0811***

1. Partner with and involve our diverse community to support LDISD students and staff.

Flexibility with regard to school start date allows a start date that best meets the needs of the local community and its students. It also allows the district to more closely align its calendar with that of local partners such as community colleges, universities, technology training centers, and neighboring school districts. These partners provide a multitude of educational opportunities for the students of LDISD. For students in those programs, alignment allows a more consistent, meaningful experience. Additionally, flexibility with regard to school start date allows opportunities for students to obtain official transcripts, thereby enabling enrollment in summer courses offered by local partners.

2. Provide the consistent delivery of an innovative curriculum that: individualizes instruction, motivates and meets the needs of all students, addresses varied learning styles, and strives toward the highest standard as measured by the Texas Education Agency.

Flexibility with regard to school start date allows a more balanced instructional calendar. Increased balance results in increased consistency in the delivery of instruction. The pacing, breadth, and depth of course content can better meet the needs of students and maximize learning. Students will have more instruction prior to state-mandated assessments. Additionally, flexibility with regard to school start date allows more opportunities to create options for students in need of additional support. This increases the opportunity for individualized instruction that meets the needs of all students.

## ***Innovation Strategies***

The district shall determine annually the first day of instruction for its students. The district will consider the benefits of aligning its calendar with local partners as well as the effects a given start date will have on learning time, opportunities to provide additional supports to students, and the consistency of the delivery of instruction.



## II. Class Size & Notice of Class Size

### *TEC §25.112*

A school district may not enroll more than 22 students in a kindergarten, first, second, third, or fourth grade class. On application of a school district, the commissioner may except the district from the limit in if the commissioner finds the limit works an undue hardship on the district. An exception expires at the end of the school year for which it is granted.

### *TEC §25.113*

A campus or district that is granted an exception under from class size limits shall provide written notice of the exception to the parent of or person standing in parental relation to each student affected by the exception.

### ***Board Goals Inhibited by TEC §25.112 & §25.113***

2. Provide the consistent delivery of an innovative curriculum that: individualizes instruction, motivates and meets the needs of all students, addresses varied learning styles, and strives toward the highest standard as measured by the Texas Education Agency.

Flexibility with regard to class size and notice of class size prevents situations where students or teachers must be moved to new classes after positive working relationships have been established. Preventing such moves increases consistency in the delivery instruction and the ability of teachers to learn students' needs and learning styles. Teachers are better able to individualize instruction when they have appropriate time to assess and understand students' needs and learning styles. Additionally, students can be served at their preferred or neighborhood campus rather than being transported to a different campus.

By addressing class size at the local level, the district can utilize a more efficient process for addressing class-size increases; therefore, administrators will have more time to focus on other tasks such as supporting the goals and vision of the district.

### ***Innovation Strategies***

The District will strive to keep the student-teacher ratio at 22:1 for classes in grades K – 4. When a class in grades K - 4 has a student-teacher ratio of 24:1, the Board of Trustees will be notified at its next regularly scheduled meeting. Exceptions for class sizes will not be sought from the Commissioner of Education; consequently, notices of exceptions will not be required.



### III. Minimum Attendance for Class Credit or Final Grade

TEC §25.092

A student in any grade level from kindergarten through grade 12 may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered.

#### **Board Goals Inhibited by TEC §25.092**

2. Provide the consistent delivery of an innovative curriculum that: individualizes instruction, motivates and meets the needs of all students, addresses varied learning styles, and strives toward the highest standard as measured by the Texas Education Agency.

Flexibility with regard to minimum attendance for class credit or final grade allows the district innovative options for assessing student mastery and individualizing instruction. Students with legitimate scheduling conflicts, who could otherwise demonstrate mastery, would not have to be penalized or experience delays in advancement. Examples of legitimate scheduling conflicts include extra- and co-curricular activities, academic activities, and other extenuating circumstances. Such scheduling conflicts can currently discourage participation in activities that promote social and emotional engagement and development. Additionally, students with extenuating circumstances who are penalized by minimum attendance requirements might be more likely to drop out.

Flexibility with regard to minimum attendance for class credit or final grade also allows innovation in the method, location, and times instruction may be delivered to students. Options such as blended learning increase the ability of the district to motivate and meet the needs of all students, address varied learning styles, and strive toward high standards.

#### **Innovation Strategies**

The ninety percent rule is an arbitrary percentage based upon seat time rather than of content mastery. The district will determine appropriate methods for assessing or otherwise determining whether the content of a course has been mastered. These methods will be used when, for legitimate reasons, a student is not in attendance for 90 percent of the days a class is offered. Legitimate reasons include scheduling conflicts due to extra- and co-curricular activities, academic activities, and other extenuating circumstances as deemed appropriate at the local level. Additionally, the district will explore innovations in the methods which may include online learning, locations, and times instruction may be delivered to students.

Note: Relief in the area of minimum attendance for class credit or final grade does not impact or alter existing compulsory attendance requirements or University Interscholastic League (UIL) rules. It does not limit a teacher's right to determine the finality of a grade in accordance with Texas Education Code Sec. 28.214 nor does it restrict or alter a teacher's right to assign grades in accordance with Texas Education Code Sec. 28.216.



## IV. Probationary Contracts

### *TEC §21.102*

A person who is employed as a teacher by a school district for the first time shall be employed under a probationary contract. A probationary contract may not be for a term exceeding one school year. The probationary contract may be renewed for two additional one-year periods, for a maximum permissible probationary contract period of three school years, except that the probationary period may not exceed one year for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the district.

Note: A "teacher" means a principal, supervisor, classroom teacher, school counselor, or other full-time professional employee who is required to hold a certificate issued under TEC §21, Subchapter B.

### ***Board Goals Inhibited by TEC §21.102***

3. Recruit and retain staff that advances the art and science of teaching.

Flexibility with regard to probationary contracts allows the district sufficient time, when needed, to determine a teacher's effectiveness. Adequately determining a teacher's effectiveness makes it more likely that only those teachers who advance the art and science of teaching will be retained.

### ***Innovation Strategies***

The District shall be exempt from the state law regarding the maximum length of time an experienced teacher may be employed on a probationary contract. At the recommendation of the Superintendent, a probationary contract may be renewed for an additional one-year period, up to but not exceeding two consecutive years, for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the District.

The term "teacher" means a principal, supervisor, classroom teacher, school counselor, or other full-time professional employee who is required to hold a certificate issued under TEC §21, Subchapter B or a school nurse.

Note: Relief only affects employees hired who have been employed as a teacher in public education for five of the eight preceding years.



## V. Certification Required, Educator Preparation, Presentation & Recording of Certificates, & Parental Notification

### *TEC §21.003(a)*

A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit.

### *TEC §21.044*

The board shall propose rules establishing the training requirements a person must accomplish to obtain a certificate, enter an internship, or enter an induction-year program. The board shall specify the minimum academic qualifications required for a certificate.

### *TEC §21.053*

A person who desires to teach in a public school shall present the person's certificate for filing with the employing district before the person's contract with the board of trustees of the district is binding. An educator who does not hold a valid certificate may not be paid for teaching or work done before the effective date of issuance of a valid certificate.

### *TEC §21.057*

A school district that assigns an inappropriately certified or uncertified teacher to the same classroom for more than 30 consecutive instructional days during the same school year shall provide written notice of the assignment to a parent or guardian of each student in that classroom. The superintendent of the school district shall provide the notice not later than the 30th instructional day after the date of the assignment of the inappropriately certified or uncertified teacher. The school district shall: make a good-faith effort to ensure that the notice required by this section is provided in a bilingual form to any parent or guardian whose primary language is not English; retain a copy of any notice provided under this section; make information relating to teacher certification available to the public on request.

“Inappropriately certified or uncertified teacher” includes an individual serving on an emergency certificate issued under Section 21.041(b)(2) or an individual who does not hold any certificate or permit issued under this chapter and is not employed as specified by Subdivision (2)(E).

“Inappropriately certified or uncertified teacher” does not include an individual who is: a certified teacher assigned to teach a class or classes outside his or her area of certification, as determined by rules proposed by the board in specifying the certificate required for each assignment; serving on a certificate issued due to a hearing impairment under Section 21.048; serving on a certificate issued pursuant to enrollment in an approved alternative certification program under Section 21.049; certified by another state or country and serving on a certificate issued under Section 21.052; serving on a school district teaching permit issued under Section 21.055; or employed under a waiver granted by the commissioner pursuant to Section 7.056.

This section does not apply if a school is required in accordance with Section 1111(h) (6)(B)(ii), No Child Left Behind Act of 2001 (20 U.S.C. Section 6311), and its subsequent amendments, to provide notice to a parent or guardian regarding a teacher who is not highly qualified, provided the school provides notice as required by that Act.



***Board Goals Inhibited by TEC §21.003(a), §21.044, §21.053, §21.057***

2. Provide the consistent delivery of an innovative curriculum that: individualizes instruction, motivates and meets the needs of all students, addresses varied learning styles, and strives toward the highest standard as measured by the Texas Education Agency.

Flexibility in the noted requirements allows the district to make specific employment decisions exclusively at the local level. Making local decisions about recruiting and employing effective and experienced individuals who do not hold a teaching certificate increases the degree to which the district can offer an innovative curriculum and instruction.

3. Recruit and retain staff that advances the art and science of teaching.

As noted above, making local decisions about recruiting and employing effective and experienced individuals who do not hold a teaching certificate increases the degree to which the district can offer an innovative curriculum and instruction.

***Innovation Strategies***

The district reserves the right to recruit individuals and determine the candidates best suited to teach its courses based upon qualifications such as education, industry knowledge and certification, and real-world experience. District leadership will determine whether it is in the best interest of its students to locally qualify individuals based on these factors rather than appeal to the Commissioner of Education.



## VI. Transfer of Student

### *TEC §25.036*

Any child, other than a high school graduate, who is younger than 21 years of age and eligible for enrollment on September 1 of any school year may transfer annually from the child's school district of residence to another district in this state if both the receiving district and the applicant parent or guardian or person having lawful control of the child jointly approve and timely agree in writing to the transfer.

Note: The rule has been interpreted to require a transfer to be for a period of one school year.

### *TEC §25.0344*

On request of a servicemember who is a parent of or person standing in parental relation to a student, the board of trustees of a school district or the board's designee shall transfer the student to another district campus

### ***Board Goals Inhibited by TEC §25.036, TEC §25.0344***

2. Provide the consistent delivery of an innovative curriculum that: individualizes instruction, motivates and meets the needs of all students, addresses varied learning styles, and strives toward the highest standard as measured by the Texas Education Agency.

Flexibility with regard to transfer of students allows the district to create an educational environment that is more conducive to learning. Flexibility allows revocation of a transfer agreement when the student exhibits conduct that disrupts the educational environment or warrants disciplinary action such as suspension, placement in a disciplinary alternative education program, or expulsion. It allows revocation of a transfer agreement when the student exhibits attendance problems that impact the performance of the student or school district. Additionally, it allows an efficient way to remove barriers to the high-quality learning environment that other students deserve.

4. Provide quality and safe facilities.

Flexibility with regard to transfer of students allows the district to create a safer educational environment for the reasons noted above.

### ***Innovation Strategies***

The district will reserve the right to revoke the transfer of a student at any time during the year based on behavior, excessive tardies, late pick-up, attendance, or not remaining in good academic standing. Revocation of transfers for the above reasons is final and may not be appealed.



## VII. Teacher & Principal Appraisal System

### *TEC §21.352*

In appraising teachers, each school district shall use the appraisal process and performance criteria developed by the commissioner or an appraisal process and performance criteria developed by the district- and campus-level committees established under Section 11.251, containing the items described by Sections 21.351(a)(1) and (2), and adopted by the board of trustees. The board of trustees may reject an appraisal process and performance criteria developed by the district- and campus-level committees but may not modify the process or criteria. Except as otherwise provided by this subsection, appraisal must be done at least once during each school year. A teacher may be appraised less frequently if the teacher agrees in writing and the teacher's most recent evaluation rated the teacher as at least proficient, or the equivalent, and did not identify any area of deficiency. A teacher who is appraised less frequently than annually must be appraised at least once during each period of five school years. The district shall maintain a written copy of the evaluation of each teacher's performance in the teacher's personnel file. Each teacher is entitled to receive a written copy of the evaluation promptly on its completion. After receiving a written copy of the evaluation, a teacher is entitled to a second appraisal by a different appraiser or to submit a written rebuttal to the evaluation to be attached to the evaluation in the teacher's personnel file. The evaluation and any rebuttal may be given to another school district at which the teacher has applied for employment at the request of that district.

In addition to conducting a complete appraisal as frequently as required by Subsection (c), a school district shall require that appropriate components of the appraisal process, such as classroom observations and walk-throughs, occur more frequently as necessary to ensure that a teacher receives adequate evaluation and guidance. A school district shall give priority to conducting appropriate components more frequently for inexperienced teachers or experienced teachers with identified areas of deficiency.

A teacher may be given advance notice of the date or time of an appraisal, but advance notice is not required. A district shall use a teacher's consecutive appraisals from more than one year, if available, in making the district's employment decisions and developing career recommendations for the teacher.

The district shall notify a teacher of the results of any appraisal of the teacher in a timely manner so that the appraisal may be used as a developmental tool by the district and the teacher to improve the overall performance of the teacher.

### *TEC §21.3541*

In appraising principals, each school district shall use either the appraisal system and school leadership standards and indicators developed or established by the commissioner under this section, or an appraisal process and performance criteria developed by the district in consultation with the district-level and campus-level committees established under Section 11.251 and adopted by the board of trustees.

Each school district shall appraise each principal annually.

### ***Board Goals Inhibited by TEC §21.352, §21.3541***

3. Recruit and retain staff that advances the art and science of teaching.

Flexibility with regard to the appraisal system allows the district to alter the existing system in a way that is more supportive of teachers and principals.

The new state appraisal systems, the Texas Teacher Evaluation and Support System (T-TESS) and Texas Principal Evaluation and Support System (T-PESS), are designed as a



teacher and principal growth model. LDISD is now in its second year using T-TESS and are using T-PESS for the first time this year. We very much like the growth model and feel it is very beneficial to the continued growth of our campus instructional and administrative staff. Within the appraisal system, however, a new student performance component is being implemented in the 17-18 school year which changes the focus and intent of the appraisal process for specific subject and grade level teachers by using a single test in a single day to determine the performance of teachers. LDISD has measures in place to monitor student growth in all subjects and grade levels and use that data to implement instructional strategies to address needs and increase student performance. Therefore, we believe that student performance is better measured and student needs better addressed outside of the T-TESS system. Additionally, neither the T-TESS nor T- PESS offer any variation in the rubric for alternate classroom settings, support teacher roles, or differing principal and assistant principal responsibilities making it difficult to evaluate everyone in the same system.

### ***Innovation Strategies***

LDISD will to continue to use T-TESS and T-PESS appraisal systems to evaluate and grow our teachers and principals, but will address student performance and growth through other measures that are more timely and better meet the needs of our students. Additionally, so that all campus instructional and administrative staff can benefit from the T-TESS and T-PESS growth models, the district will modify the T-TESS and T-PESS rubrics to better fit the roles and responsibilities of teachers and administrators whose jobs do not align with the rubrics provided in T-TESS and T-PESS. These adjustments to T-TESS and T-PESS LDISD will provide all staff with a reflective and growth oriented evaluation leading to professional growth and improved instructional practices.



## VIII. Student Grade Level Retention

*TEC §28.02124*

A parent or guardian may elect for a student in grades one through eight to repeat the grade in which the student was enrolled during the previous school year.

### ***Board Goals Inhibited by TEC 28.02124***

- Student Academic Growth
- Provide Well Maintained and Safe Facilities

### ***Innovation Strategies***

Parents/Guardians that want to have their child retained in the student's current grade level must give written notice of retention request to campus administration no later than May 1st of the current school year. Parents/Guardians must provide reasoning and evidence for retention to committee at the retention meeting. A student is only allowed to be retained one time between the grade levels of Kindergarten and 8th grade.



# Lake Dallas ISD District of Innovation Plan Amendments

## STUDENT GRADE LEVEL RETENTION

### TEC 28.02124

A parent or guardian may elect for a student in grades one through eight to repeat the grade in which the student was enrolled during the previous school year.

*Board Goals Inhibited by TEC 28.02124*

- Student Academic Growth
- Provide Well Maintained and Safe Facilities

### *Innovation Strategies*

- **Parents/Guardians must give written notice of retention request to campus administration no later than May 1st of each school year**
  - **Parents/Guardians must provide reasoning and evidence for retention to committee at the retention meeting**
  - **A student is only allowed to be retained one time between the grade levels of Kindergarten and 8th grade**
- 

## PROBATIONARY CONTRACTS

### TEC §21.102

A person who is employed as a teacher by a school district for the first time shall be employed under a probationary contract. A probationary contract may not be for a term exceeding one school year. The probationary contract may be renewed for two additional one-year periods, for a maximum permissible probationary contract period of three school years, except that the probationary period may not exceed one year for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the district.

Note: A "teacher" means a principal, supervisor, classroom teacher, school counselor, or other full-time professional employee who is required to hold a certificate issued under TEC §21, Subchapter B.

*Board Goals Inhibited by TEC §21.102*

- Recruit and retain staff that advances the art and science of teaching

### *Innovation Strategies*

- ***The District shall be exempt from the state law regarding the maximum length of time an experienced teacher may be employed on a probationary contract. At the recommendation of the Superintendent, a probationary contract may be renewed for an additional one-year period, up to but not exceeding two consecutive years, for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the District.***

*The term “teacher” means a principal, supervisor, classroom teacher, school counselor, or other full-time professional employee who is required to hold a certificate issued under TEC §21, Subchapter B or a school nurse.*

*Note: Relief only affects employees hired who have been employed as a teacher in public education for five of the eight preceding years.*

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## **SERVICE MEMBER REQUEST TO TRANSFER TEC 25.0344**

On request of a servicemember who is a parent of or person standing in parental relation to a student, the board of trustees of a school district or the board's designee shall transfer the student to another district campus

*Board Goals Inhibited by TEC 25.0344*

- Student Academic Growth
- Provide Well Maintained and Safe Facilities

### ***Innovation Strategies***

- **Same guidelines set forth for all transfer students: Grade Level Capacity, Grades, Discipline, Attendance, & STAAR scores**

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## **CERTIFICATION REQUIRED, EDUCATOR PREPARATION, PRESENTATION & RECORDING OF CERTIFICATES, & PARENTAL NOTIFICATION**

### **TEC 21.003(a)**

A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit.

### **TEC 21.044**

The board shall propose rules establishing the training requirements a person must accomplish to obtain a certificate, enter an internship, or enter an induction-year program. The board shall specify the minimum academic qualifications required for a certificate.

### **TEC 21.053**

A person who desires to teach in a public school shall present the person's certificate for filing with the employing district before the person's contract with the board of trustees of the district is binding. An educator who does not hold a valid certificate may not be paid for teaching or work done before the effective date of issuance of a valid certificate.

## TEC 21.057

A school district that assigns an inappropriately certified or uncertified teacher to the same classroom for more than 30 consecutive instructional days during the same school year shall provide written notice of the assignment to a parent or guardian of each student in that classroom. The superintendent of the school district shall provide the notice not later than the 30th instructional day after the date of the assignment of the inappropriately certified or uncertified teacher. The school district shall: make a good-faith effort to ensure that the notice required by this section is provided in a bilingual form to any parent or guardian whose primary language is not English; retain a copy of any notice provided under this section; make information relating to teacher certification available to the public on request.

“Inappropriately certified or uncertified teacher” includes an individual serving on an emergency certificate issued under Section 21.041(b)(2) or an individual who does not hold any certificate or permit issued under this chapter and is not employed as specified by Subdivision (2)(E).

“Inappropriately certified or uncertified teacher” does not include an individual who is: a certified teacher assigned to teach a class or classes outside his or her area of certification, as determined by rules proposed by the board in specifying the certificate required for each assignment; serving on a certificate issued due to a hearing impairment under Section 21.048; serving on a certificate issued pursuant to enrollment in an approved alternative certification program under Section 21.049; certified by another state or country and serving on a certificate issued under Section 21.052; serving on a school district teaching permit issued under Section 21.055; or employed under a waiver granted by the commissioner pursuant to Section 7.056.

This section does not apply if a school is required in accordance with Section 1111(h) (6)(B)(ii), No Child Left Behind Act of 2001 (20 U.S.C. Section 6311), and its subsequent amendments, to provide notice to a parent or guardian regarding a teacher who is not highly qualified, provided the school provides notice as required by that Act.

*Board Goals Inhibited by TEC 21.003(a), 21.044, 21.053, & 21.057*

- Student Academic Growth
- Recruit and retain staff that advances the art and science of teaching

### *Innovation Strategies*

- **The district reserves the right to recruit individuals and determine the candidates best suited to teach its courses based upon qualifications such as education, industry knowledge and certification, and real-world experience. District leadership will determine whether it is in the best interest of its students to locally qualify individuals based on these factors rather than appeal to the Commissioner of Education.**

---

### *Innovation Strategies*

**Continuous Coverage: In the event of an unplanned absence or if the assigned campus SRO is not on campus and if the district has exhausted all possible means to provide a comparable substitute to meet the state requirement, the district can utilize the SRO at a neighboring school within the district based on need and student volume.**

# GRIEVANCE POLICY

## TEC 26.011

A school board is required to adopt a grievance procedure that complies with Chapter 26A.

## TEC 26A.001

A school board must adopt a grievance policy that, among other things, requires a school district to: provide four distinct levels of review, conduct review or appeal on a grievance by a person with the authority to address the grievance, require a person involved in reviewing a grievance to recuse themselves if they are the subject of the grievance, provide for a higher level review if the person who would review the grievance is required to recuse themselves, require a written record of the decision, including an explanation of the basis for the decision and an indication of each document that supports the decision, allow a grievant to supplement the record with additional documents or add additional claims, direct a grievance filed with the incorrect administrator to the appropriate administrator and consider the grievance filed on the date on which the grievance was initially filed, allow the grievant to choose whether the grievance will be discussed in open or closed session, provide the grievant with a description of the information held by the board at least five business days before the grievance hearing, issue a decision on the merits of a grievance regardless of procedural errors. The District exempts from every requirement of TEC 26A listed above and further exempts from these requirements to the extent they are interpreted to be applicable to any type of grievance other than parent or student grievances. LDISD's school board maintains the option to delegate authority to hear and decide a grievance to a committee of at least three members composed only of members of the board.

## TEC 26A.002

A school board must adopt a grievance policy that: extends the deadline to file a grievance to 60 days, or 90 days if the grievant attempts informal resolution, extends the deadline to file an appeal to 20 days after the date on which the grievance decision was made, requires a board level grievance hearing to occur within 60 days from the date the previous grievance decision was made, and to issue a decision on a board level grievance no later than 30 days after the hearing date. The District exempts from the requirements of TEC 26A.002 referenced above. The District maintains the ability to provide a decision on all non-board level grievances 20 days after the date of the hearing.

*Board goals/priorities inhibited by TEC 26.001, 26A.001, 26A.002*

- Efficient Operations
- Parent & Family Communication
- Parent & Family Engagement

### ***Innovation Strategies***

District parents and administrators are familiar with the District's previous grievance process, which functioned ideally. Under the previous grievance process, grievances were addressed expeditiously and effectively. The District found that implementation of the grievance policies outlined in 26A.001-002 significantly reduced the efficiency and effectiveness of the District's grievance process. This amendment allows the District to revert back to the previous grievance policy that is more familiar to the District students, parents, and administrators.

## RESIGNATIONS UNDER PROBATIONARY OR TERM CONTRACTS

### Texas Education Code §21.105 and §21.210

These statutes allow a teacher to resign without penalty not later than the 45th day before the first day of instruction. This date usually falls around the end of the first week of July. When teachers resign at this late stage in the summer, it becomes particularly challenging for the district to recruit a highly qualified replacement, which can have a significant impact on student learning and academic success.

*Board Goals Inhibited by §21.105 and §21.210*

- Student Academic Growth
- Recruit and retain staff that advances the art and science of teaching

### **Innovation:**

Texas Education Code Sections 21.105 and 21.210 state that a teacher may resign without penalty not later than the 45th day before the first day of instruction. This date usually falls around the end of the first week of July. When teachers resign this late in the summer, it is difficult to find a suitable replacement.

This exemption is to change the penalty-free resignation date to not later than the 60th day prior to the first day of instruction of the following school year. This exemption provides flexibility so that the district has an extended opportunity to recruit and hire highly effective, qualified teachers.

**Lake Dallas ISD**  
**Summer School June 2026**

Program	Dates	Time	Location
BIL/ESL Grades PreK & Kinder <ul style="list-style-type: none"> <li>● Language Proficiency</li> <li>● Math &amp; Reading</li> <li>● Enrichment</li> </ul>	June 1-25 M-Th	7:30 am - 3 pm	LDE
Grades 3-5 HB 1416 <ul style="list-style-type: none"> <li>● Math &amp; Reading</li> <li>● Enrichment</li> </ul>	June 1-25 M-Th	8:00 am – 12:00 pm	LDE
Grades 6-8 HB 1416 <ul style="list-style-type: none"> <li>● Math &amp; Reading</li> <li>● Enrichment</li> </ul>	June 1-25 M-Th	8:15 am - 12:15 pm	LDMS
Grades 9-12 <ul style="list-style-type: none"> <li>● HB1416</li> <li>● EOC Retest</li> <li>● Credit Recovery</li> <li>● Acceleration</li> <li>● No Cost to Students</li> </ul>	June 1-25 M-Th	8:15 am - 12:15 pm	LDMS
Extended School Year - Special Education <ul style="list-style-type: none"> <li>● As needed per ARD</li> <li>● IEP goals</li> <li>● K-12</li> </ul>	June 1-25 M-Th	8:15 am - 12:15 pm	LDMS

\*Breakfast and lunch are provided free of charge. Transportation is provided for the Bilingual/ESL program and all students who reside more than 2 miles from the summer school campus.

**LAKE DALLAS ISD  
SCHOOL HEALTH ADVISORY COUNCIL (SHAC)  
ANNUAL PROGRESS REPORT TO THE BOARD OF TRUSTEES**



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A. Background and Purpose

B. SHAC Membership

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D. Meeting Summaries and Recommendations

E. Conclusion

## BACKGROUND AND PURPOSE

The board shall establish a local school health advisory council (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction. Education Code 28.004(a). The SHAC shall meet at least four times each year. Prepare and maintain minutes of the meeting that state the subject and content of each deliberation and each vote, order, decision, or other action taken by the council during the meeting, as well as make an audio or video recording of the meeting. All required notices and meeting information is posted on a [dedicated page](#) on the District website.

The SHAC's duties include recommending:

- The number of hours of instruction to be provided in:
  - Health education in kindergarten through grade 8; and
  - If the district requires health education for high school graduation, health education, including physical health education and mental health education, in grades 9 through 12.
- Policies, procedures, strategies, and curriculum appropriate for specific grade levels designed to prevent physical health concerns, including obesity, cardiovascular disease, Type 2 diabetes, and mental health concerns, including suicide, through coordination of:
  - Health education, which must address physical health concerns and mental health concerns to ensure the integration of physical health education and mental health education;
  - Physical education and physical activity;
  - Nutrition services;
  - Parental involvement;
  - Instruction on substance abuse prevention;
  - School health services, including mental health services;
  - A comprehensive school counseling program under Education Code 33.005 [see FFEA];
  - A safe and healthy school environment; and
  - School employee wellness;
- Appropriate grade levels and methods of instruction for human sexuality instruction;
- Strategies for integrating the curriculum components specified by item 2, above, with the following elements in a coordinated school health program:
  - School health services, including physical health services and mental health services, if provided at a campus by the district or by a third party under a contract with the district;
  - A comprehensive school counseling program under Education Code 33.005 [see FFEA];
  - A safe and healthy school environment; and
  - School employee wellness;

- If feasible, joint use agreements or strategies for collaboration between the district and community organizations or agencies. Any agreement entered into based on a recommendation of the SHAC must address liability for the district and community organization;
- Strategies to increase parental awareness regarding:
  - Risky behaviors and early warning signs of suicide risks and behavioral health concerns, including mental health disorders and substance use disorders; and
  - Available community programs and services that address risky behaviors, suicide risks, and behavioral health concerns.
- Appropriate grade levels and curriculum for instruction regarding the dangers of opioids, including instruction on:
  - Opioid addiction and abuse, including addiction to and abuse of synthetic opioids such as fentanyl; and
  - Methods for administering an opioid antagonist; and
- Appropriate grade levels and curriculum for instruction regarding child abuse, family violence, dating violence, and sex trafficking, including likely warning signs that a child may be at risk for sex trafficking, provided that the local SHAC's recommendations under this provision do not conflict with the essential knowledge and skills developed by the SBOE.

## SHAC MEMBERSHIP

The board shall appoint at least five members to the SHAC. A majority of members must be persons who are parents of students enrolled in the district and who are not employed by the district. One of those members shall serve as chair or co-chair of the SHAC.

### LDISD SHAC Current Membership

Veronica Bondurant	Parent	Voting Member
Jennifer Christy	Parent	Voting Member
Andrew Clemens	Parent (CO-CHAIR)	Voting Member
Meredith Henson	Parent	Voting Member
Erica Kelm	School Counselor	Voting Member
Courtney Martin	Community Resource	Voting Member
Alicia McKinley	Parent	Voting Member
Josh Medlin	Parent	Voting Member
Marissa Parker	Teacher	Voting Member
Corey Ray	Director of Child Nutrition	Voting Member
Craig Rector	Parent (CHAIR)	Voting Member
Andie Renville	Parent	Voting Member

Kassandra Reynolds	Parent	Voting Member
Marcie Townsen	Parent	Voting Member
Lisa Walraven, RN	Health Services Coordinator	Voting Member
Angie Wren	Parent	Voting Member
Ginger Collier	Ex-officio School Board Member	Non-Voting Member
Kara Lucas	MS Nurse	Non-Voting Member
Haley Gomez	LDE Nurse	Non-Voting Member
Shelly Callen	CE Nurse	Non-Voting Member
Lajuenne Brewer	SSE Nurse	Non-Voting Member
John Modica	COO	Non-Voting Member

**SHAC MEETING DATES**

- September 18, 2025
- December 11, 2025
- February 12, 2026
- April 23, 2026

**MEETING SUMMARIES AND RECOMMENDATIONS**

- During the September meeting, the SHAC council selected a Chair and Co-Chair for the 25-26 a school year. Chair - Craig Rector, Parent and Co-Chair - Andrew Clemens, Parent. The Council heard from a representative from FLON, Future Leaders Outreach Network. Future Leaders Outreach Network (FLON) is a youth-centered program designed to empower middle school students through peer-to-peer engagement and meaningful dialogue. The program creates a supportive environment where students participate in guided, educational conversations about making responsible choices, building positive habits, and planning for their future goals. The Council voted to bring this program back to the middle school as an opt-in opportunity for those families that would like their child to take part in. Another motion at the September meeting was for the elementary campuses to continue to utilize Proctor & Gamble’s “Always Changing Puberty Education Program.” This is an opt-in program for students where the boys and girls are taught separately and given the opportunity to write down specific questions to ask the staff member monitoring the program. This

program will now be offered to 4th grade students and their families if they choose to opt-in and participate.

- At the December meeting The SHAC (School Health Advisory Council) discussed and reviewed questions for a district-wide parent survey. The goal of the survey was to gather feedback on the quality and effectiveness of student health-related programs and services.
- The February SHAC (School Health Advisory Council) meeting is where the council reviewed the results of a district-wide parent survey designed to gather feedback on the quality and effectiveness of student health-related programs and services. Families were asked to share their perspectives on key areas including Health Education, Health Care Services, Physical Education, and Counseling Services. The feedback provided valuable insight into strengths and areas for growth across the district. Parents highlighted the importance of comprehensive health education, accessible and responsive health services, engaging physical education programs, and strong counseling support for students' academic and emotional well-being. The SHAC council will use this input to guide future planning, improve program delivery, and ensure that student health services continue to meet the needs of all families in the district. The council also heard directly from our counselors at the elementary and secondary levels, in how they serve our students day to day. They spoke about the counseling services as well as the academic and educational programming they are responsible for delivering to our students throughout the school year.
- In the April SHAC meeting, the Director of Child Nutrition presented a comprehensive report for the LDISD Child Nutrition Wellness Plan and the components for the national lunch program. The committee discussed current programs and educational opportunities for LDISD students in relation to this plan as well as methods to better educate and inform parents about these programs. The LDISD Health Services Coordinator also shared a comprehensive report to committee detailing the types of services provided for students and the number of visits for each campus over the past year.

## CONCLUSION

Since the establishment of the SHAC from [Section 28.004](#), LDISD SHACs' responsibilities and their importance in making a positive impact on student health and learning has grown significantly. This document serves to fulfill the legislative requirement that mandates SHACs to submit a written report to the Board at least once annually. We hope that, with this report, the Board and SHAC can continue to work together to support the health and well-being of the students. Also, in this section are the curriculum resources utilized by the campuses as referenced in the MEETING SUMMARIES AND RECOMMENDATIONS from this and previous reports.

North Texas Child AdvocacyCenter

- [Happy Bear.pdf](#)
- [Kid Safety.pdf](#)
- [Personal Safety for Middle School.pdf](#)
- [Sexual Assault.pdf](#)

Proctor & Gamble's Always Changing and Growing Up Boys

Proctor & Gamble's Always Changing and Growing Up Girls

Boys and Girls Club

- [Positive Action and Prevention Programs](#)

LDISD Child Nutrition Triennial Assessment and Wellness Plan

Future Leaders Outreach Network (FLON)

# ESC Region 11 BC 2026-27 Highlights

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## Strength in numbers

- BASIC LIFE
- DENTAL
- VISION
- TELEHEALTH
- ACCIDENT
- CANCER
- DISABILITY
- TERM LIFE
- FLEXIBLE SPENDING
- EMERGENCY TRANSPORT
- CRITICAL ILLNESS
- HEALTH SAVINGS ACCOUNT
- HOSPITAL INDEMNITY PLAN
- IDENTITY THEFT
- INDIVIDUAL LIFE



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# Why Join the ESC Region 11 BC?

The ESC Region 11 BC was formed in 2007. Higginbotham Public Sector serves as the administrator of the ESC Region 11 BC and strives to provide governmental agencies:

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- Superior service

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- Smartphone app
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## Consulting Team

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### **John Nash**

Account Manager

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# Sample Rates

## VISION — Superior Vision

Rate guarantee through 08/31/2026  
— Exams, frames, and contacts every 12 months

Network	EE Only	EE + Spouse	EE + Child(ren)	EE + Family
Plan	\$8.86	\$15.09	\$15.97	\$23.95

## DENTAL — Cigna

Rate guarantee through 08/31/2027

Network	EE Only	EE + Spouse	EE + Child(ren)	EE + Family
PPO	\$36.27	\$75.58	\$82.23	\$122.42
MAC	\$27.61	\$55.24	\$58.00	\$88.74
DHMO	\$13.28	\$21.01	\$28.81	\$34.21

## CANCER — Chubb

Rate guarantee through 08/31/2027

Network	EE Only	EE + Spouse	EE + Child(ren)	EE + Family
Low	\$16.60	\$35.14	\$26.38	\$39.84
High	\$25.64	\$45.02	\$32.16	\$48.88

## HOSPITAL INDEMNITY — New York Life

Rate guarantee through 08/31/2029

Network	EE Only	EE + Spouse	EE + Child(ren)	EE + Family
Low	\$13.54	\$28.11	\$19.37	\$31.37
High	\$22.87	\$46.05	\$32.50	\$52.12

## TELEHEALTH — Recuro

Rate guarantee through 08/31/2026

Employer Paid options	
Telehealth Only	\$4.50
Telehealth + Behavioral Health	\$6.00
Voluntary + Behavioral Health	
EE + Family	\$12.00

## DISABILITY — The Hartford

Rate guarantee through 08/31/2029 Rates per \$100

Monthly %	0/7	14/14	30/30	60/60
45%	\$1.72	\$1.46	\$1.25	\$0.99
55%	\$1.87	\$1.59	\$1.09	\$0.62
65%	\$2.08	\$1.76	\$1.50	\$1.20

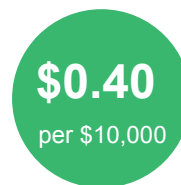
## VOLUNTARY LIFE AND AD&D — Chubb

Rate guarantee through 08/31/2029

Employee/Spouse Rates per \$10,000		Dependent Child(ren) Rates	
Age	Rate	Unit	Rate
15-24	\$0.4€	\$20,000	\$3.60
25-29	\$0.4€		
30-34	\$0.60		
35-39	\$0.60		
40-44	\$0.80		
45-49	\$1.20		
50-54	\$2.00		
55-59	\$3.20		
60-64	\$5.00		
65-69	\$9.20		
70-74	\$14.80		
75+	\$19.60		

## BASIC LIFE AND AD&D — Chubb

Rate guarantee through 08/31/2025



## ID THEFT — ID Watchdog

Rate guarantee through 08/31/2026

1B Plan	
Employee Only	Employee + Family
\$7.95	\$14.95
Platinum	
Employee Only	Employee + Family
\$11.95	\$22.95

## MEDICAL TRANSPORT — MASA

Rate guarantee through 08/31/2026

Family Coverage	
Emergent Plus Plan	Platinum Plan
\$14.00	\$39.00

## CRITICAL ILLNESS — The Hartford

Rate guarantee through 08/31/2029

\$20,000 option	
35-39	\$10.20
40-44	\$13.40
45-49	\$19.20

## PERMANENT LIFE — 5Star Life

Rate guarantee through 08/31/2026

\$20,000 Employee Coverage	
Age	Rate
30	\$14.35
40	\$21.15
50	\$35.36

## ACCIDENT — The Hartford

Rate guarantee through 08/31/2029

Network	EE Only	EE + Spouse	EE + Child(ren)	EE + Family
Plan	\$12.86	\$20.28	\$22.34	\$33.28

# Services



## Benefits Consulting

- RFP bid analysis
- Benefits education
- ACA compliance
- Financial literacy



## Online Benefits Enrollment

- 24/7 benefits access
- Online security
- HR & payroll integration



## Benefits Administration

- Billing reconciliation
- Section 125
- Retirement
- Enrollment management



## Employee Benefits Education

- Call center with live support
- Enrollment meetings
- Employee handbook builder
- Compliance guidelines and checklist



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EDUCATION SERVICE CENTER REGION 11 BENEFITS COOPERATIVE  
INTERLOCAL AGREEMENT RESOLUTION AND AGREEMENT

WHEREAS, Lake Dallas ISD, of Lake Dallas, Texas, (“Participant”) pursuant to the authority granted under Chapter 791 Government Code, as amended, desires to join together with other school districts, charter schools, or governmental entities to participate in employee benefits offered by the Education Service Center Region 11 Employee Benefits Cooperative (the “ESC Region 11 BC”), holding the opinion that participation in these programs will be beneficial to the school district, charter school, or governmental entities and its employees;

WHEREAS, the ESC Region 11 BC is managed by a committee called the Board of Record that consists of the superintendents or chief executive officers or their designees from each of the Participants in the Coop;

NOW, THEREFORE BE IT RESOLVED that Board of Trustees of Participant requests the ESC Region 11 BC to include Lake Dallas ISD as a participant. Participant acknowledges and agrees to the following:

1. The purposes of the ESC Region 11 BC are governmental functions or services that each party to this agreement is authorized to perform individually;
2. Any obligation to pay any fees will come from current revenues available to the Participant;
3. Such fees fairly compensate the parties performing the functions and services under the agreement;
4. This agreement incorporates the Operational Procedures developed by the Board of Record as it currently exists or may be hereafter amended by action of the Board of Record;
5. Participant delegates to the Board of Record authority to modify the Operational Procedures as the Board of Record deems in the best interests of the ESC Region 11 BC;
6. Participant delegates to the Board of Record all purchasing functions related to the purposes of this interlocal agreement to the maximum extent permitted by law;
7. Participant shall comply with the Operational Procedures as established, modified, and/or approved by the Board of Record;
8. The ESC Region 11 BC shall comply with the purchasing requirements for the purchase of personal property and services as required by Chapter 44 of the Education Code and Chapter 791 of the Local Government Code;
9. The term of this agreement shall be one year, from September 1, 2026, to August 31, 2027; and
10. Participant or the ESC Region 11 BC may terminate Participant’s participation in the ESC Region 11 BC for any reason by giving written notice to the ESC Region 11 BC Board of Record sixty (60) calendar days before the anniversary date of this agreement.

BE IT FURTHER RESOLVED that the Board of Trustees of Participant authorizes its superintendent to execute any and all documents and take whatever action necessary to carry out the desires of the Board of Trustees as stated herein.

I certify that the foregoing is a true and correct copy of the resolution and agreement adopted by the Board of Trustees of Lake Dallas ISD and that the same is reflected in the minutes of the Board meeting held May 11, 2026.

In witness thereof, we hereunto affix our signatures this 11 day of May, 2026.

BY: _____ Signature of School Board or Charter School Board President	<u>Lance Stacy</u> _____ Typed Name of School Board or Charter School Board President
_____ Signature of School Board or Charter School Board Secretary	<u>Mark Tucker</u> _____ Typed Name of School Board or Charter School Board Secretary
_____ Signature of District or Charter School Superintendent/Chief Financial Officer	<u>Dr. Kristin N. Brown</u> _____ Typed Name of District or Charter School Board Superintendent/Chief Financial Officer

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Name of Agency: Lake Dallas ISD

Address: 104 Swisher Road  
Lake Dallas, TX 75065

Name of Contact Person: Anne Haehn

Phone Number: 940-497-4039

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_____ Signature of ESC Region 11 BC Board President	<u>Eric Cederstrom, Ed.D.</u> _____ Typed Name of ESC Region 11 BC Board President
_____ Signature of ESC Region 11 BC Board Secretary	<u>Ravonne Allmon-Smith</u> _____ Typed Name of ESC Region 11 BC Board Secretary
_____ Signature of ESC Region 11 Executive Director	<u>Brad Schnautz, Ed.D.</u> _____ Typed Name of ESC Region 11 Executive Director
_____ Date Approved by ESC Region 11 BC	

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT**  
**RESOLUTION REGARDING GOOD CAUSE EXCEPTION TO HOUSE BILL 3**  
**REQUIREMENT FOR ARMED SECURITY ON EVERY CAMPUS**

**WHEREAS**, the 88th Texas Legislature passed House Bill 3 (HB3), which requires each public school campus to have an armed security officer present during regular school hours beginning in the 2023–2024 school year; and

**WHEREAS**, Lake Dallas ISD is fully committed to providing a safe and secure learning environment for all students and staff; and

**WHEREAS**, the Lake Dallas ISD Board of Trustees recognizes the importance of trained, qualified school-based law enforcement officers and supports the continued use of district-employed, licensed peace officers through the Lake Dallas ISD Police Department; and

**WHEREAS**, the cost to place an armed security officer on every district campus exceeds the funding provided by the state, and current budget constraints do not allow for the hiring, training, equipping, and sustaining of an adequate number of qualified officers to meet the statutory mandate at all times; and

**WHEREAS**, the availability of qualified peace officers with the specialized training and experience necessary to serve effectively in a school environment is currently limited, and the district prioritizes hiring officers who meet high standards of professionalism and student-centered policing; and

**WHEREAS**, even with full staffing, circumstances such as training obligations, illness, approved leave, or other human factors may result in temporary periods where an armed security officer is not physically present on a campus, despite the district’s best efforts to remain in compliance; and

**WHEREAS**, Texas Education Code § 37.0814 provides that a school district may claim a good cause exception from the requirement to post an armed security officer on every campus due to documented lack of funding or qualified personnel;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Lake Dallas Independent School District formally claims a **Good Cause Exception** from the requirements of House Bill 3 for the 2026–2027 school year on the basis of:

1. **Documented lack of adequate funding;**
2. **Documented challenges in hiring and retaining qualified personnel;** and

3. **Acknowledgment of temporary noncompliance due to training, illness, or other operational constraints.**

**BE IT FURTHER RESOLVED**, that Lake Dallas ISD will continue to implement comprehensive school safety measures, including deployment of district-employed, licensed school-based police officers, coordination with local law enforcement, regular safety audits and drills, and threat assessment protocols, as outlined in **Exhibit A**.

**BE IT FINALLY RESOLVED**, that a copy of this resolution be retained on file with the district and submitted to the Texas School Safety Center as required by law.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026, by the Board of Trustees of Lake Dallas Independent School District, Lake Dallas, Texas.

---

Lance Stacy  
President, Board of Trustees  
Lake Dallas ISD

---

Mark Tucker  
Secretary, Board of Trustees  
Lake Dallas ISD

# Exhibit A

## Lake Dallas ISD measures to Meet HB3 Armed Security Officer Requirements

Lake Dallas ISD is actively working to meet the statutory requirements of HB3 to the best of its ability through the following actions:

### 1. District-Operated Police Department

- Employs fully licensed Texas peace officers assigned to schools throughout the district.
- Officers are trained in school-based policing, crisis intervention, de-escalation, and trauma-informed practices.

### 2. Strategic Coverage Model

- Officers are assigned to campuses based on risk assessment, enrollment, and proximity.
- District maintains rapid response capabilities to all campuses during the school day.

### 3. Collaborative Partnerships

- Coordinates with local municipal law enforcement agencies for support and emergency response.
- Participates in interagency planning for large-scale incidents and threats.

### 4. Emergency Preparedness & Prevention

- Conducts regular drills (lockdown, evacuation, shelter-in-place) per TEA requirements.
- Operates Behavioral Threat Assessment Teams on each campus.
- Implements See Something, Say Something reporting systems for early intervention.

### 5. Training & Readiness

- Officers attend annual continuing education, active threat training, and mental health response training.
- District staff receive annual safety and emergency protocol training.

### 6. Flexible Staffing Plans

- Implements coverage strategies when officers are out due to illness, training, or approved leave.
- Leverages administrative staff, cross-campus patrols, and mutual aid agreements to ensure visibility and response.

Lake Dallas ISD remains committed to meeting the intent and spirit of HB3 by fostering safe campuses through professional, well-trained officers and a layered approach to school safety.

**A RESOLUTION TO APPROVE A CONTINGENCY FEE ENGAGEMENT LETTER WITH LEON, ALCALA, MORSE & REYNOLDS, PLLC TO SERVE AS BOND COUNSEL AND OTHER RELATED MATTERS**

WHEREAS, the Board of Trustees (the “Board”) of the Lake Dallas Independent School District (the “Issuer”) anticipates accessing the public or private markets from time to time to issue securities to finance certain capital expenditures of the Issuer or to refinance securities previously issued by the Issuer, which will require the Issuer to comply with various laws and administrative rules related thereto;

WHEREAS, the Board requires legal counsel that specializes in public finance matters and is well versed in providing bond counsel legal services pertaining to the Issuer’s issuance of securities;

WHEREAS, the payment of legal services in connection with the issuance of municipal securities shall be contingent on the Issuer’s successful issuance of such securities and shall be payable from proceeds of such securities;

WHEREAS, the Board desires to engage Leon, Alcala, Morse & Reynolds, PLLC to provide the Issuer with bond counsel legal services on all of the Issuer’s publicly offered or privately placed securities issues and an engagement agreement for bond counsel legal services pertaining to the Issuer’s anticipated future issuances of securities is attached hereto as **Exhibit A** (the “Engagement Agreement”);

WHEREAS, Subchapter C of Chapter 2254 of the Texas Government Code (“Chapter 2254”) requires that a political subdivision of the State, including the Issuer, enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within Chapter 2254; (ii) the governing body of the political subdivision approved such contract in an open meeting called for the purposes of considering such contract; (iii) the governing body of the political subdivision has stated in writing certain findings made by the governing body upon the approval of such contract; and (iv) the Texas Attorney General need not approve the Engagement Agreement pursuant to the exception provided by Section 2254.102(e) of the Texas Government Code;

WHEREAS, the Issuer caused notice of this resolution (the “Resolution”), this meeting, and certain provisions enumerated within Chapter 2254 to be provided to the public in accordance with the Texas Open Meetings Act and Chapter 2254;

WHEREAS, the meeting at which this Resolution is being considered is an open meeting called, in part, for the purposes of considering (i) the need for obtaining the bond counsel legal services that are the subject of the Engagement Agreement, (ii) the terms of the Engagement Agreement, (iii) the competence, qualifications, and experience of Leon, Alcala, Morse & Reynolds, PLLC, and (iv) the reasons the Engagement Agreement is in the best interest of the residents of the Issuer and in compliance with Chapter 2254; and

WHEREAS, the Board hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LAKE DALLAS INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 2. The Board hereby finds that: (i) there is a substantial need for the bond counsel legal services that are the subject of the Engagement Agreement with Leon, Alcalá, Morse & Reynolds, PLLC; (ii) the Issuer does not currently employ attorneys and supporting personnel qualified to provide bond counsel legal services; (iii) the bond counsel legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the bond counsel legal services will be obtained and without imposing an unnecessary cost and burden on the Issuer's finances; and (iv) the relationship between the Issuer or the Board and Leon, Alcalá, Morse & Reynolds, PLLC is not improper and would not appear improper to a reasonable person.

SECTION 3. Based on the findings by the Board described above, the Board hereby approves the Issuer entering into the Engagement Agreement with Leon, Alcalá, Morse & Reynolds, PLLC and authorizes the District's Superintendent, the President of the Board and/or their designees to execute the Engagement Agreement and to request a transfer of the District's files from the District's prior bond counsel and/or other counsel whom may have client files relating to the District's public securities.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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

PASSED, ADOPTED AND APPROVED on this \_\_\_\_\_.

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

ATTEST:

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

**EXHIBIT A**

**Engagement Agreement**

*[To be attached]*



Dr. Kristin N. Brown, Superintendent  
Lake Dallas Independent School District  
104 Swisher Road  
Lake Dallas, Texas 75065

***Re: Bond Counsel Services for Lake Dallas Independent School District***

Dear Dr. Brown:

We are very pleased to have the opportunity to serve as bond counsel for the Lake Dallas Independent School District (the “District” or the “Client”). This engagement letter and the Standard Terms of Engagement attached hereto (collectively, the “Agreement”) will set out the terms under which Leon, Alcala, Morse & Reynolds, PLLC (“Bond Counsel”) will serve as bond counsel with respect to bonds and other obligations that the District intends to issue, subject to voter approval, as necessary, and with respect to any equipment notes or similar contractual obligations, tax and/or revenue notes and for any refunding or variable rate bonds of the District, whether currently outstanding or to be issued. Such bonds, notes and obligations are collectively referred to in this letter as the “Bonds.”

The following is based on our standard form of engagement letter. We do not intend this letter to be difficult to understand or filled with “legalese.” Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the District.

1. Scope of Services. Bond Counsel shall perform the following legal services:
  - (1) Analysis of the structure of the Bonds under Texas law and, if applicable, the eligibility to finance with tax-exempt bonds under federal tax law.
  - (2) Consultation with representatives of the District, the financial adviser, underwriters, underwriters’ counsel, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
  - (3) Preparation of documents to be adopted or entered into by the District required for the authorization, sale and issuance of the Bonds (excluding, if applicable, the Bond Purchase Agreement to be prepared by underwriters’ counsel), including preparation of the Bond Order or other authorizing instruments, Paying Agent/Registrar Agreement, Escrow Agreement and the other Bond Documents (the “Major Legal Documents”).

(4) Preparation of the Continuing Disclosure Agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

(5) Preparation of summaries of the Major Legal Documents included in the Official Statement.

(6) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request.

(7) Preparation of final closing papers to be executed by the District required to effect delivery of the Bonds and coordination of the Bond closing.

(8) Rendering of Bond Counsel's customary form of final legal opinion to the District on the validity of the Bonds and, if applicable, the tax-exempt status of interest thereon and, if applicable, customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in any Official Statement of the Major Legal Documents and, if applicable, the tax portion of said final legal opinion and certain other matters, if applicable.

(9) Preparation and dissemination of electronic closing transcripts.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the District and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly on any Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content or dissemination of the Official Statement (except as may be otherwise explicitly set forth in our formal closing opinion(s)). Bond Counsel services do not include any financial advice, analysis of data or mathematical verification. Also, Bond Counsel services will not include services related to rebate or other post issuance tax compliance, disclosure counsel services, or continuing disclosure counsel services (although Bond Counsel may be available for separate engagement to provide any or all of such services pursuant to separate contract). The Client agrees that Bond Counsel may, to the extent Bond Counsel determines same is necessary, utilize special tax or other co-counsel from time to time in performing the services contemplated hereunder; provided, however, that the fees and expenses due from the Client for all services and related expenses shall be limited to the amounts contemplated herein.

2. Fees. Except as otherwise mutually agreed, Bond Counsel's fees and expenses shall be as set forth in Sections 2 through 4 hereof. Bond Counsel will be paid a fixed fee for each series of Bonds issued by the District equal to the sum of \$22,500, plus \$0.75 per \$1,000 of the principal of and any net premium on Bonds issued, subject to the adjustments described in this

Section. For legal services related to Bond and other elections, Bond Counsel will also be paid a fixed fee of \$15,000 for all work relating to the conduct of each election (which shall only be due and payable at the time of the issuance of Bonds). For legal services related to cash defeasances/redemptions, Bond Counsel will be paid a fixed fee of \$5,000 (which shall only be due and payable at the time of funding for the defeasance/redemption). Further, the fixed amounts described herein will be subject to an annual adjustment not to exceed 3% to account for inflation for each year following the year this Agreement is executed. The fees and expenses described herein shall not apply to conduit financings, derivatives, hedges, credit agreements or other non-traditional debt instrument transactions and for such transactions and all other services, Bond Counsel and the District shall mutually agree upon the appropriate fees and expenses for such transactions or services.

3. Expenses. In addition to the fees provided above, the District will pay Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) Texas Attorney General review fees, third-party translation services related to a bond election, filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the District, but if paid by the Bond Counsel on behalf of the District, shall be reimbursed to Bond Counsel on demand. Payment in respect of such costs and expenses will be fixed at \$1,500, exclusive of the Texas Attorney General review fees, third-party translation services related to a bond election and extraordinary expenses, provided, however, that any extraordinary expenses shall be approved by the District prior to such expenses being incurred.

4. Payment. Fees and expenses shall be payable by the District within seven (7) days after the issuance of each series of Bonds. Payment of all fees and expenses hereunder shall be made from proceeds of the Bonds, or otherwise as mutually determined by the District and Bond Counsel and shall be entirely contingent upon issuance of each series of Bonds.

5. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause.

6. Nature of Engagement; Client Relationships with Other Parties. The role of Bond Counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, lenders, contractors, suppliers, financial and other consultants/advisors and others

who may have a role or interest in the Bond financing or that may be involved with or adverse to the District in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, District acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and the District specifically consents to any and all such relationships.

7. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and Bond Counsel.

8. Legislative Contracting Requirements.

Pursuant to Section 2271.002 of the Texas Government Code, Bond Counsel certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term hereof. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

If Bond Counsel is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Bond Counsel verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

Bond Counsel verifies that: (1) it does not, and will not for the duration hereof, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply hereto. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

9. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

If the foregoing and the attached Standard Terms of Engagement are acceptable to the District, please so indicate by returning the enclosed copy of this letter, signed by an authorized officer, and retain an original for your files. Thank you again for this opportunity. We look forward to working with you.

*[Signature page follows]*

**LEON, ALCALA, MORSE & REYNOLDS, PLLC**

**LAKE DALLAS INDEPENDENT SCHOOL DISTRICT**

By: 

Ben Morse, Partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

## STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Bond Counsel, the following provisions shall apply to the relationship between Bond Counsel and the Client.

### 1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the matters described in the engagement letter (collectively, the “Matter”), we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

### 2. Scope of Engagement

The scope of Bond Counsel’s representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Bond Counsel may in their mutual discretion agree to from time to time. In each case, Bond Counsel’s agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Bond Counsel may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Bond Counsel and Client entered into in connection with such expansion of the scope of Bond Counsel’s representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Bond Counsel’s current representation of the Client and to any subsequent matters that Bond Counsel agrees to undertake on the Client’s behalf.

### 3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client’s adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to many clients, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Bond Counsel’s current practice areas and the industries in which we represent clients can be found on Bond Counsel’s web site at [www.leonalcala.com](http://www.leonalcala.com).) We will, of course, hold in confidence the Client’s secrets and

confidences. Similarly, the Client understands that while Bond Counsel may obtain confidential information from other clients that may be of interest to the Client, Bond Counsel cannot share such information with the Client. The Client acknowledges that the Client has had the opportunity to consult with its in-house or separate counsel about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Bond Counsel from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

#### 4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (including our internal counsel, if any, other firm lawyers working with our internal counsel who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Bond Counsel and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Bond Counsel and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Bond Counsel's own attorney client privilege.

#### 5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Bond Counsel for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached. Our bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached or unless we otherwise agree on a fee structure for work performed or to be performed, our fees are based on the amount of time we spend on the Matter. Each Bond Counsel attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Bond Counsel’s direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Bond Counsel’s disbursement policies is available upon request.

Unless special arrangements are made, Bond Counsel does not take responsibility for paying fees and expenses of third parties, which will be the Client’s responsibility and may be billed directly to the Client.

If any claim or action is brought against Bond Counsel or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Bond Counsel or any current or former attorney or employee of Bond Counsel is asked or required by a third party to testify or produce documents as a result of Bond Counsel’s representation of the Client, the Client agrees to pay Bond Counsel for any resulting costs or expenses, including Bond Counsel’s time, even if Bond Counsel’s representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Bond Counsel.

The obligation to timely pay our bills is solely the Client’s and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client’s receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Bond Counsel may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

## 7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Bond Counsel also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Bond Counsel's advice on a material matter, or any fact or circumstance that arises, in Bond Counsel's view, renders our continuing representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

## 8. Date of Termination

Bond Counsel's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Bond Counsel's withdrawal from the representation, (iii) the substantial completion of Bond Counsel's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

## 9. Client Files (Cloud Storage, Retention and Disposition)

Bond Counsel recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Bond Counsel may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Bond Counsel not to do so. If the Client requests or directs Bond Counsel to use cloud computing services other than those services provided by Bond Counsel, the Client agrees that Bond Counsel is not responsible for, and agrees to indemnify and hold Bond Counsel harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Bond Counsel may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Bond Counsel determines it appropriate to dispose of materials relating to the Matter, Bond Counsel will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that “materials” include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

#### 10. Disputes

Although we think it is unlikely, a dispute could arise between us regarding some aspect of the engagement and Bond Counsel’s representation of the Client. Any such dispute, whether a claim by the Client against Bond Counsel or by Bond Counsel against the Client, including claims for unpaid fees and charges, negligence, quality of services, breach of contract or fiduciary duty, fraud or any other claims arising out of or relating to any aspect of the engagement, this agreement, or our representation of the Client is referred to herein as a “Dispute.” We agree to attempt, in good faith, to resolve all Disputes amongst ourselves prior to pursuing formal dispute resolution proceedings.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call toll free 1.800.932.1900.

#### 11. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Bond Counsel with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Bond Counsel has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

## ATTACHMENT – TEXAS LAWYER’S CREED

### **THE TEXAS LAWYER’S CREED** A MANDATE FOR PROFESSIONALISM

Promulgated by  
The Supreme Court of Texas and the Court of Criminal Appeals  
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

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#### **I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

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#### **II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
  6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
  7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
  8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
  9. I will advise my client that we will not pursue any course of action which is without merit.
  10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
  11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
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### **III. LAWYER TO LAWYER**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

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#### **IV. LAWYER AND JUDGE**

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

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#### **ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS**

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

**"The Texas Lawyer's Creed - A Mandate for Professionalism"** as attached hereto and made a part hereof.

*In Chambers, this 7th day of November, 1989.*

**The Supreme Court of Texas**

Thomas. R. Phillips, Chief Justice  
Franklin S. Spears  
C. L. Ray  
Raul A. Gonzales  
Oscar H. Mauzy  
Eugene A. Cook  
Jack Hightower  
Nathan L. Hecht  
Lloyd A. Doggett  
Justices

**The Court of Criminal Appeals**

Michael J. McCormick, Presiding Judge  
W. C. Davis  
Sam Houston Clinton  
Marvin O. Teague  
Chuck Miller  
Charles F. (Chuck) Campbell  
Bill White  
M. P. Duncan, III  
David A. Berchermann, Jr.  
Judges

## GOVERNMENTAL MUNICIPAL ADVISORY AGREEMENT

This Governmental Municipal Advisory Agreement (“Agreement”) is made and entered into by and between the Lake Dallas Independent School District, a Texas public school district with its main administrative office located at 104 Swisher Road, Lake Dallas, Texas 75065 (“LDISD” or “District”), and Live Oak Public Finance, LLC, a Texas limited liability company located at 1515 South Capital of Texas Highway, Suite 206, Austin, Texas 78746 (“Advisor”), and is entered into this 11<sup>th</sup> day of May, 2026.

### WITNESSETH

WHEREAS, District requires the service of a governmental municipal advisor to provide advice to the school district with respect to the issuance of bonds, notes or with other financing methods (“Obligations”) and other matters related to fiscal management.

WHEREAS, Advisor provides governmental financial advisory services and is a Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to advise school districts in connection with the issuance of Obligations and other matters related to fiscal management.

WHEREAS, it is beneficial for District to have access to and engage the professional services of a Financial Advisor for the issuance of Obligations and other matters related to fiscal management including advice with respect to the structure, timing, terms and other similar matters concerning such Obligations and other matters.

WHEREAS, the parties desire to set forth the terms and conditions under which Advisor provides financial advisory services to District.

NOW, THEREFORE, the parties hereto, in consideration of mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

#### A. ADVISORY SERVICES:

The services to be provided under this Agreement are set forth below.

1. Survey of financial resources of District to determine the extent of capacity to authorize, issue and service debt, including the review of existing debt as compared with projected sources of revenue for debt service and a study of the trend of assessed valuation and future taxing requirements of the district.
2. Attend meetings of the District school board, administration, representatives, committees and community meetings when the subject of financing is discussed, and to provide an explanation of the bond process.
3. Provide advice to, or on behalf of, the district with respect to the issuance of Obligations or other available types of financings, including advice with respect to the structure, timing, terms and other similar matters related to the development, implementation and issuance of the debt management plan.
4. Advise District of current bond market conditions, forthcoming bond issues, and other general information and economic data which would reasonably be expected to influence

interest rates or bidding conditions so that the date for the sale of any Obligations in the open market can be set at a time which is favorable to District.

5. At the request of District, assist District in obtaining and evaluating competitive bids for services rendered from such other parties associated with the issuance, sale, and delivery of Obligations.
6. Coordinate efforts with other parties in bond transactions such as bond counsel, underwriter, rating agencies, paying agent/trustee, and state education agency.
7. Review financial aspects of election order, notices, resolutions and certificates.
8. Consult with District on the matter of bond ratings and, when instructed, direct the preparation for such information that is reasonably required for submission to the bond rating agencies.
9. At the request of District, prepare a preliminary and/or final official statement utilizing information provided by District and other parties. Advisor will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the preliminary and/or final official statement (other than information related to Advisor provided by Advisor for inclusion in such documents), and its assistance in preparing the preliminary and/or final official statement should not be construed as a representation that it has independently verified such information.

Due to the nature of our responsibilities under federal law, the services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by Advisor.

Unless otherwise provided above, Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Advisor provided by Advisor for inclusion in such documents.

**B. FEE SCHEDULE:**

The fees for the services listed above are contingent upon the passage and sale of Obligations. Other than with respect to official statement preparation and printing which will be billed separately, those fees will be calculated for each individual series of Obligations at the greater of the par amount or proceeds amount of the Obligations as follows:

<b>Project Amount</b>	<b>Fee</b>
< \$1,000,000	\$15,000
\$1,000,000 - \$5,000,000	Plus \$7.50 per \$1,000 over \$1,000,000
\$5,000,000 - \$10,000,000	Plus + \$5.00 per \$1,000 over \$5,000,000
\$10,000,000 - \$20,000,000	Plus + \$2.00 per \$1,000 over \$10,000,000
\$20,000,000+	Plus + \$1.00 per \$1,000 over \$20,000,000

In addition, costs of issuance and Advisor's out-of-pocket expenses (including but not limited to: bond counsel, underwriters and underwriters counsel, credit enhancement, CPA fees for refunding, travel, printing, shipping, paying agent/registrar/trustee, Official Statement preparation and printing) will be paid or reimbursed by the District out of the proceeds of the Obligations or other available funds of the District in the event that the Obligations are not issued.

Fees included in the Fee Schedule are contingent upon the issuance and funding of the Obligations. The payment of reimbursable expenses that Advisor has assumed on behalf of District shall NOT be contingent upon the delivery of the bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Advisor.

Preparation of the Preliminary Official Statement and Official Statement will be billed separately at a rate to be agreed upon by Advisor and District.

Defeasances and redemptions will be billed separately at a rate to be agreed upon by Advisor and District.

Services and fees for annual Continuing Disclosure filings under Securities Exchange Commission Rule 15c2-12 may be provided under a separate agreement between Advisor and District.

C. TERM AND SCOPE OF AGREEMENT:

This agreement shall remain in effect until terminated by either party with or without cause with 30 days' written notice.

D. MISCELLANEOUS:

1. This Agreement has been approved by the district's governing board at a lawfully called public meeting, and the parties signing below are duly authorized to execute this agreement.
2. This Agreement is solely for the benefit of District and may not be assigned without the prior written consent of the District.
3. Any claim or dispute arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to the institution of a legal or equitable proceeding by either party.
4. All previous financial advisory services agreements are terminated.

E. MANDATORY DISCLOSURES:

Advisor agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are set forth below. Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

1. **Disclosures of Conflict of Interest.** Advisor makes the following disclosures with respect to material conflicts of interest in connection with its Agreement with the District, together with explanations of how Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Advisor mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates Advisor to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.
  - a) **Compensation-Based Conflicts.** The financial advisory fees due under Advisor's agreement with the District are contingent upon the completion of the financing for which Advisor is providing municipal advisory services and may be based on metrics such as the size of the financing. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Advisor to advise the District to complete a financing or to increase the size of a financing. This conflict of interest is mitigated by our fiduciary obligation to the District as described above.
  - b) **Related Disclosure Relevant to the District.** Advisor may have made contributions to bond referendum campaigns or provided in-kind election-related assistance to bond referendum campaigns and the campaigns resulted in voter authorization for an issue under Advisor's agreement with the District. Similarly, Advisor may have made contributions to charitable organizations at the request of personnel of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with Advisor under its Agreement.
  - c) **Other Municipal Advisor Relationships.** Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under its agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Advisor could potentially face a conflict of interest arising from these competing client interests.
  - d) **Regulatory Counsel:** Advisor's general regulatory counsel, Bracewell LLP, may act as bond or disclosure counsel with respect to the District's financings. Regulatory counsel does not provide advice to Advisor with respect to specific transactions including with respect to Advisor's satisfaction of its fiduciary duty with respect to specific transactions.
2. **Disclosures Regarding Legal Events, Disciplinary History and Client Education and Protection.** MSRB Rule G-42 requires that municipal advisors provide to its clients certain

disclosures of legal or disciplinary events material to the clients' evaluation of the municipal advisor or the integrity of the municipal advisor's management or personnel. Additionally, MSRB Rule G- 10 requires that municipal advisors provide to its clients certain disclosures of education and protection information. Accordingly, Advisor sets out below required disclosures and related information in connection with such disclosures.

- a) **Registration.** Advisor is registered with the US Securities and Exchange Commission and the MSRB. The website for the MSRB is [www.msrb.org](http://www.msrb.org).
- b) **Client Brochure.** A municipal advisory client brochure is available to you on the MSRB website that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.
- c) **Material Legal or Disciplinary Events.** Advisor has no legal or disciplinary events to disclose and therefore there are no legal or disciplinary events that are material to the District's evaluation of Advisor or the integrity of Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- d) **Most Recent Change in Legal or Disciplinary Event Disclosure.** As required by the SEC, Advisor regularly updates its Forms MA and MA-I with information pertinent to the firm.
- e) **How to Access Form MA and Form MA-I Filings.** Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are located on the SEC's EDGAR system by searching for "Live Oak Public Finance" at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>

F. HOUSE BILL 89 VERIFICATION:

Live Oak Public Finance verifies that our company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Further, Live Oak Public Finance affirms that our company is not on any listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

G. SENATE BILL 9 VERIFICATION:

Live Oak Public Finance verifies that our company does not boycott energy companies and, will not boycott energy companies through the life of this contract.

H. SENATE BILL 19 VERIFICATION:

Live Oak Public Finance verifies that our company: (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

**ACCEPTED:**

Lake Dallas Independent School District

Signature:

Printed Name:

Title:

Live Oak Public Finance, LLC

Signature: 

Printed Name: Christian Merritt

Title: Executive Managing Director

## **CONTINUING DISCLOSURE SERVICES AGREEMENT**

This Continuing Disclosure Services Agreement (the “Agreement”) is made and entered into by and between the Lake Dallas Independent School District (“Client”) and Live Oak Public Finance, LLC (“Live Oak”) effective as of the date executed by the Client as set forth on the signature page hereof.

### **WITNESSETH:**

WHEREAS, the Client wishes to comply with obligations under the continuing disclosure undertakings the Client has executed and delivered in connection with its outstanding long-term debt financings; and

WHEREAS, the Client desires to obtain the professional services of Live Oak to assist the Client in complying with these obligations from time to time during the period in which this Agreement shall be effective; and

WHEREAS, Live Oak is willing to provide its professional services and its facilities as may be considered and authorized by the Client during the period in which this Agreement shall be effective.

WHEREAS, it is not the expectation of the Client or Live Oak that Live Oak provide municipal advisory services in connection with the services to be provided under this Agreement.

NOW, THEREFORE, the Client and Live Oak, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

### **SECTION I**

#### **DESCRIPTION OF SERVICES: CONTINUING DISCLOSURE**

Live Oak agrees to perform the continuing disclosure services stated in the following provisions of this Section I; and for having rendered such services, the Client agrees to pay to Live Oak the compensation as provided in Section IV hereof.

It is understood and agreed that the Client, in connection with the sale and delivery of Financing, may be required to comply with certain continuing disclosure undertakings, including preparation and submission of annual reports (the “annual reports”) and reporting of certain specified material events (the “material events”) pursuant to written undertakings of the Client that were established in accordance with the provisions of the Securities and Exchange Commission Rule 15c2-12, as amended (the “Rule”). Live Oak shall provide continuing disclosure services on the terms and conditions, for the time period and for the compensation set forth herein.

**A. Continuing Disclosure Services Provided.** The services to be provided under this Agreement are set forth below:

1. **Preparation of Annual Report.** Include all required items from the continuing disclosure certificate (“CDC”) from each of the Client’s outstanding financings for which Client has requested service. Live Oak shall, whenever possible, attempt to consolidate information from separate CDCs into a single Annual Report.
2. **Annual Filing of Annual Report.** File all materials as required under each CDC with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access portal.
3. **Preparation and Filing of Notice of Significant Events.** Notices of significant market events are required to be filed within 10 business days of their occurrence. The Client will notify Live Oak if it becomes aware of any significant event requiring a filing. Live Oak will not undertake to monitor third-party sources for occurrences of significant events related to the rating of the Client or any applicable credit enhancement such as bond insurance. The terms of the CDC govern but such significant events include, but are not limited to:
  - Delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, etc.
  - Changes in the underlying rating of the Client
  - Changes in the ratings of the insurers on the Client’s outstanding financings
  - Any other significant event required to be disclosed by a CDC
4. **Update Filings.** Research and determine if prior year filings were timely and accurate and, if not, bring all such filings up to date.

#### **B. Texas HB 1378 Services**

1. **Preparation of Annual Report.** Include all required items from the Texas HB 1378 (“1378”) from each of the Client’s outstanding financings for which Client has requested service.
2. **Annual Filing of Annual Report.** File all materials as required under 1378 with the Texas Comptroller or on Client’s website.

#### **C. Texas HB 103 Services**

1. **Preparation of Annual Report.** Include all required items from the Texas HB 103 (“103”) from each of the Client’s outstanding financings for which Client has requested service.
2. **Annual Filing of Annual Report.** File all materials as required under 103 with the Texas Comptroller or on Client’s website.

#### **D. Texas HB 3526 Services**

1. **Preparation of Annual Report.** Include all required items from the Texas HB 3526 (“3526”) from each of the Client’s outstanding financings for which Client has requested service.

2. **Annual Filing of Annual Report.** File all materials as required under 3526 with the Texas Comptroller or on Client’s website.

#### **E. Limitations on Services.**

The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by Live Oak.

Under the terms of this Agreement, Live Oak is not responsible for determining whether any Annual Report makes an untrue statement of material fact or omits to state any material information or to make any determination with respect to the “materiality” of a significant event or whether such event reflects “financial difficulties” of the Client.

#### **F. No Municipal Advisory Services**

*Live Oak represents that it is not, in fact, conducting any municipal advisory services in the performance of this Agreement even if it otherwise provides such services to the Client under the terms of a separate agreement. The data that Live Oak disseminates under the terms of this Agreement are of a factual nature and do not contain any opinions or advice of Live Oak, and may not be relied upon as financial advice from Live Oak. Live Oak agrees to work with the Client to ensure that the terms of the Agreement are interpreted and performed accordingly. **The Parties agree to immediately amend the Agreement as soon as either becomes aware of any term herein that inadvertently requests or requires that Live Oak provide municipal advisory services.***

## **SECTION II**

### **TERM OF AGREEMENT**

This agreement shall remain in effect until terminated by either party with or without cause with 30 days' written notice.

## **SECTION III**

### **TERMINATION**

This Agreement may be terminated with or without cause by the Client or Live Oak upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate. In the event of such termination, it is understood and agreed that only the amounts due Live Oak for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

## **SECTION IV**

### **COMPENSATION AND EXPENSE REIMBURSEMENT**

The fees due to Live Oak for the services set forth and described in Section I of this Agreement shall be calculated in accordance with the schedule set forth on Exhibit I attached hereto. Such fees shall become due as provided in Exhibit I.

## **SECTION V**

### **MISCELLANEOUS**

1. Waiver of Trial by Jury. Each party agrees to waive any right to a trial by jury with respect to any claim, counterclaim, or action arising out of or in connection with this Agreement or the transactions contemplated hereby or the relationship between the parties. Parties agree to waive consequential and punitive damages.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Client and Live Oak, their respective heirs, executors, personal representatives, successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

**Live Oak Public Finance, LLC**

By: 

Date: May 11, 2026

Name: Christian Merritt

Title: Executive Managing Director

**Lake Dallas Independent School District**

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

## EXHIBIT I

### FEE SCHEDULE

**Dissemination Agent Services Fees Related to the Bonds.**

The Client shall pay a \$4,500.00 ongoing annual fee. The annual fees provide for the dissemination services related to the Bonds.

**Out-of-Pocket Expenses.** In addition, the Client will reimburse Live Oak for all out-of-pocket, verifiable expenses made in connection to the engagement including travel and lodging related expenses and operator moderated conference calls (if any – beyond the two operator moderated calls included in the annual fee).

The Client will not be assessed by Live Oak for any costs relating to copies, official statement or offering document printing, postage, mileage, or website posting of official statements.

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**ORDER AUTHORIZING THE ISSUANCE OF LAKE DALLAS  
INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING  
BONDS IN ONE OR MORE SERIES**

WHEREAS, pursuant to the Authorizing Law (as defined herein), the Board of Trustees (the “Board”) of the Lake Dallas Independent School District (the “District”) is authorized to order the issuance of refunding bonds; and

WHEREAS, the District has heretofore issued and now desires to refund in advance of their maturities all or a portion of the obligations described in Schedule I to this Order (collectively, the “Refunding Candidates”), subject to certain parameters set forth herein; and

WHEREAS, the District is authorized by the Authorizing Law, to issue refunding bonds for the purpose of refunding the Refunded Bonds (hereinafter defined) and to accomplish such refunding by depositing, directly with any place of payment for the Refunded Bonds or with a trust company, or commercial bank or other eligible financial institution, the proceeds from the sale of such refunding bonds, together with any other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, it is hereby found and determined that the refunding of the Refunded Bonds must produce savings to the District, as herein provided, and that such savings are sufficient consideration and constitute the public purpose for the issuance of the refunding bonds herein authorized and the refunding of the Refunded Bonds, and such refunding is in the best interest of the District; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such firm banking and financial arrangements, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the order(s) and other document(s) authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the District has a principal amount of at least \$100 million in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and such indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the indebtedness; and, therefore, the District qualifies as an “Issuer” under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to the Authorizing Law, the District desires to delegate the authority to effect the sale of the Bonds to the Pricing Officer (hereinafter defined).

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE LAKE DALLAS INDEPENDENT SCHOOL DISTRICT:

**Section 1. Incorporation of Recitals; Definitions.**

(a) The recitals set forth above are hereby adopted herein for all purposes related to this Order.

(b) Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

“Accreted Value” shall mean the original principal amount of a Capital Appreciation Bond plus the initial premium, if any, paid therefor with interest thereon compounded on the dates established by a Pricing Officer (each such date being an “Accretion Date”) as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on an Accretion Date), at the stated yield shown therefor in the Table of Accreted Values set forth in the Pricing Certificate therefor. For any date other than an Accretion Date, the Accreted Value shall be determined by a straight-line interpolation between the values for the applicable semi-annual compounding dates, based on 30-day months.

“Attorney General” shall mean the Attorney General of Texas.

“Authorizing Law” shall mean Chapters 1201, 1202, 1204, 1207 and 1371, Texas Government Code, as amended.

“Board” shall mean the Board of Trustees of the District.

“Bonds” shall mean the bonds issued pursuant to this Order; and “Bond” shall mean any of the Bonds.

“Business Day” shall mean any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to remain closed or a legal holiday.

“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.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Current Interest Bonds” shall mean the Bonds on which interest is paid periodically on Interest Payment Dates therefor, maturing in the years and in the principal amounts set forth in the Pricing Certificate.

“Debt Service Fund” shall mean the Debt Service Fund established by the District pursuant to Section 22 of this Order.

“Defeasance Securities” shall mean (i) direct non-callable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or

instrumentality that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (iii) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form.

“District” shall mean the Lake Dallas Independent School District, and any successor to its duties and functions.

“DTC” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Escrow Agent” in the event that an Escrow Agreement is executed, shall mean the place of payment for the Refunded Bonds or trust company, commercial bank or other eligible financial institution identified in the Escrow Agreement, and its successors in such capacity.

“Escrow Agreement” shall mean each escrow agreement, if any, between the District and the Escrow Agent, referred to in Section 27 of this Order.

“Expiration Date” shall mean the date that is one (1) year from the date of this Order.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Interest Payment Date,” when used in connection with any Current Interest Bond, shall mean the date or dates specified in the Pricing Certificate.

“Issuance Date” means the date of delivery of the Bonds to the Purchaser in consideration of receipt of payment therefor.

“Maturity Amount,” as used with respect to any Capital Appreciation Bond, shall mean the amount paid to the Owner thereof at maturity, which shall include both principal and accrued interest.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Order” as used herein and in the Bonds shall mean this order authorizing the Bonds.

“Outstanding,” when used with respect to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond

cancelled by or on behalf of the District at or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

“Owner” or “Registered Owner” shall mean any person who shall be the registered owner of any outstanding Bond.

“Pricing Certificate” means a certificate signed by the Pricing Officer establishing the terms and features of each series of Bonds in accordance with Section 5 hereof.

“Pricing Officer” shall mean the President of the Board, any Vice President of the Board, the Superintendent or the Chief Financial Officer.

“Purchase Contract” shall mean the contract, agreement or investment letter between the District and the Purchaser referred to in Section 23 of this Order.

“Purchaser” shall mean the purchaser or purchasers of the Bonds of each series identified in the Purchase Contract or winning bid for such series of Bonds.

“Record Date,” as used in connection with any Bond, shall mean: (a) with respect to an Interest Payment Date that occurs on the fifteenth day of any month, the close of business on the last Business Day of the month next preceding such Interest Payment Date, (b) with respect to an Interest Payment Date that occurs on the first day of any month, the close of business on the fifteenth day of the month next preceding such Interest Payment Date, and (c) with respect to an Interest Payment Date on any date other than as described in (a) and (b), the close of business on the Business Day immediately preceding such Interest Payment Date.

“Refunded Bonds” shall mean the Refunding Candidates that are further identified as Refunded Bonds in the Pricing Certificate.

“Refunding Candidates” shall mean those certain bonds set forth in Schedule I hereto.

“Register” shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Registrar” shall mean the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 9 of this Order and its successors in the capacities of paying agent and registrar for the Bonds.

“Regulations” shall mean the temporary or final Income Tax Regulations applicable to the Bonds issued pursuant to sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to sections 141 through 150 of the Code and applicable to the Bonds.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Tax-Exempt Bonds” shall mean Bonds, the interest on which is intended to be excludable from gross income from federal income tax, as determined and set forth in the Pricing Certificate therefor.

“Taxable Bonds” shall mean Bonds the interest on which is not intended to be excludable from gross income for federal income tax purposes, as determined and set forth in the Pricing Certificate therefor.

(c) All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

Any duty, responsibility, privilege, power or authority conferred by this Order upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

**Section 2. Authorization.**

(a) The Bonds may be issued, from time to time, in one or more series, in fully-registered form, without coupons, in the principal amount set forth in the Pricing Certificate, subject to the limitations set forth in Section 5 of this Order, for the purposes of (i) refunding the Refunded Bonds and (ii) paying the costs of issuance of the Bonds and of refunding the Refunded Bonds.

(b) The Bonds shall be issued under and in strict conformity with the Constitution and laws of the State of Texas, particularly the Authorizing Law. Subject to the limitations set forth in Section 5 of this Order, the Bonds may be issued as Tax-Exempt Bonds, Taxable Bonds, Current Interest Bonds and/or Capital Appreciation Bonds, as determined by the Pricing Officer.

**Section 3. Designation and Date.** The Bonds of each series shall be designated and shall be dated as provided in the Pricing Certificate therefor.

**Section 4. Initial Bonds; Numbers, Interest Rates, Interest Payment Dates and Denominations.** The Bonds of each series shall mature on the dates, in the years and in the amounts set out in the Pricing Certificate and shall bear interest from the date and at the rates set out in the Pricing Certificate. Interest on the Current Interest Bonds shall be payable on each Interest Payment Date, as provided in the Pricing Certificate. Interest on the Capital Appreciation Bonds shall be payable only at maturity. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Registrar, shall be in the denomination or Maturity Amount of \$5,000 or integral multiples thereof (unless otherwise provided in the Pricing Certificate), and shall mature

on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

**Section 5. Delegation to Pricing Officer**

(a) As authorized by the Authorizing Law, the Pricing Officer is hereby authorized to act on behalf of the Board in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including, without limitation, determining the date(s) on and price(s) at which the Bonds will be sold, the Issuance Date(s) and dated date(s) therefor, the designation or title by which the Bonds shall be known, whether particular Bonds will be issued as Current Interest Bonds, Capital Appreciation Bonds, Tax-Exempt Bonds and/or Taxable Bonds, the years in which the Bonds will mature and the final maturity for the Bonds (which shall not be later than 40 years after the date on which the Bonds are delivered), the aggregate principal amount of the Bonds, the principal amount or Maturity Amount, as appropriate, to mature in each year, the rate or rates of interest to be borne by each such maturity, the Interest Payment Dates and Record Dates therefor, any redemption terms and provisions (including terms and provisions for optional redemption and mandatory redemption), any tender rights, terms or provisions, the Refunding Candidates that are to be refunded and/or redeemed, and all other terms, provisions, details and matters relating to the Bonds and their issuance, sale and delivery (including making application for the Bonds to be guaranteed by the Permanent School Fund or procuring bond insurance with one or more bond insurers, if any) and the refunding and redemption of the Refunded Bonds (including establishing the date or dates of redemption for and effecting the redemption of the Refunded Bonds), all of which shall be specified in the Pricing Certificate, substantially in the form attached hereto as Exhibit A, with such changes in such form as the Pricing Officer shall determine; provided that:

(i) the aggregate principal amount of each series of the Bonds shall not exceed the principal amount of the applicable Refunded Bonds; and

(ii) the refunding effected by each series of the Bonds must produce net present value debt service savings of not less than \$1.00; and

(iii) the Bonds of each series shall not be sold at a price which is less than 90% of the aggregate original principal amount thereof, plus accrued interest, if any; and

(iv) prior to delivery, the Bonds must be rated by a nationally recognized rating agency for municipal securities in one of the four (4) highest rating categories for long-term obligations; and

(v) no series of Bonds shall be issued or delivered bearing interest at a rate that exceeds the maximum rate allowed by Chapter 1204, Texas Government Code, as amended.

(b) If Bonds are issued in more than one series, the provisions of this Order shall apply to each such series in the manner, to the extent and subject to such terms and

conditions as shall be specified in the Pricing Certificate therefor. Any finding by a Pricing Officer relating to the sale and delivery of the Bonds and the designation of particular Refunding Candidates to be refunded or redeemed shall have the same force and effect as a finding or determination made by the Board.

(c) The Pricing Officer may approve modifications to this Order to conform to the terms of the Bonds and the Pricing Certificate therefor, as approved by the Pricing Officer, and execute such agreements, certificates, notices, instructions, instruments, and other documents as the Pricing Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Bonds pursuant to this Order.

(d) In establishing the aggregate principal amount of the Bonds of each series, the Pricing Officer shall establish an amount which shall be sufficient to provide for the purposes for which the Bonds are authorized.

(e) The authority to act on behalf of the Board in selling Bonds conferred by this Section and to execute a Purchase Contract or winning bid for each series of Bonds pursuant to Section 23 shall expire at 11:59 p.m. on the Expiration Date. Bonds sold pursuant to a Purchase Contract or winning bid executed on or before the Expiration Date may be delivered after such date.

**Section 6. Execution of Bonds; Seal.** The Bonds shall be signed by the President or Vice President of the Board and countersigned by the Secretary of the Board or Assistant Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

**Section 7. Approval by Attorney General; Registration by Comptroller.** The Bonds to be initially issued shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President, the Vice President and the Secretary of the Board are each authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President, the Vice President and the Secretary and other officers and employees of the District are each hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall by their manual, lithographed or facsimile signature execute the registration certificate of the Comptroller substantially in the form provided in Section 20 of this Order, and such certificate shall be

affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

**Section 8. Authentication.** Except for the Bonds to be initially issued, which need not be authenticated by the Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Section 20 of this Order, executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Registrar hereunder.

**Section 9. Payment of Principal and Interest.** The Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, substantially in the form presented at the meeting at which this Order was adopted, and which is hereby authorized and approved by the Board and which the appropriate officials of the District are hereby authorized to execute. The officers of the District are each hereby authorized to execute, attest and affix (if necessary) the District's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to the Registrar in its capacity as registrar or paying agent for the Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. Subject to the provisions of Section 12, all matured Bonds presented to the Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be cancelled as provided herein.

The principal or redemption price of the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, at the corporate trust office of the Registrar. The interest on each Current Interest Bond shall be payable by check on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. Any accrued interest payable at maturity or redemption of a Current Interest Bond shall be paid upon presentation and surrender of such Bond at the corporate trust office of the Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

**Section 10. Successor Registrars.** The District covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than sixty (60) days' written notice to the

Registrar, as long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

**Section 11. Special Record Date.** If interest on any Current Interest Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of record of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

**Section 12. Ownership; Unclaimed Principal and Interest.** The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Registrar to the District upon receipt by the Registrar of a written request therefor from the District. The Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

**Section 13. Registration, Transfer and Exchange.** As long as any Bond remains Outstanding, the Registrar shall keep the Register at its corporate trust office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the

Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds of the same type (Current Interest Bond or Capital Appreciation Bond), registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount (for Current Interest Bonds) or Maturity Amount (for Capital Appreciation Bonds) and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Registrar for a Bond or Bonds of the same type (Current Interest Bond or Capital Appreciation Bond), maturity and interest rate and in any authorized denomination or Maturity Amount, in an aggregate principal amount equal to the unpaid principal amount or Maturity Amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

The Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

**Section 14. Book-Entry Only System.** The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 16 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word “Cede & Co.” in this Order shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds.

Except as provided in Section 16 of this Order, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

The Pricing Officer is authorized and directed to execute and deliver any agreements, certificates, letters and other instruments (including but not limited to a representation letter) in such form as such official shall approve and deem appropriate to evidence the District's obligations in connection with the delivery of the Bonds and the District's other public securities in book-entry only form.

**Section 15. Payments and Notices to Cede & Co.** Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

**Section 16. Successor Securities Depository; Transfer Outside Book-Entry Only System.** In the event that the District or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certified Bonds, the District or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

**Section 17. Mutilated, Lost or Stolen Bonds.** Upon the presentation and surrender to the Registrar of a damaged or mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (a) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

**Section 18. Cancellation of Bonds.** All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment or redemption. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

**Section 19. Redemption Prior to Maturity.**

- (a) The Bonds shall be subject to optional redemption as provided in the Pricing Certificate.
- (b) The Bonds shall be subject to mandatory redemption as provided in the Pricing Certificate.

(c) Unless otherwise provided in the Pricing Certificate, Bonds may be redeemed only in integral multiples of \$5,000 of principal amount or Maturity Amount, as appropriate. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount or Maturity Amount, as appropriate, of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 13 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like type, maturity and interest rate in an aggregate principal amount or Maturity Amount, as appropriate, equal to the unredeemed portion of the Bond so surrendered.

(d) Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each Owner of a Bond to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding are to be redeemed, the numbers of Bonds or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and notice of redemption has been given as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue or compound after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(e) With respect to any optional redemption of the Bonds, unless all prerequisites to such redemption required by this Order have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed having been received by the Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the 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 20. Forms.** The form of the Bonds, including the form of Permanent School Fund Certificate, if any, the form of Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller, which shall be attached or affixed to the Bonds initially issued shall be, respectively, substantially as shown in Exhibit A

hereto, with such additions, deletions and variations, including any insurance legend or statement, as may be necessary or desirable and not prohibited by this Order.

**Section 21. Opinion of Bond Counsel; CUSIP.** The approving opinion of Bond Counsel and CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds.

**Section 22. Debt Service Fund; Tax Levy.** A special fund for each series of Bonds (each a “Debt Service Fund”) shall be created solely for the benefit of the Bonds of such series and shall be maintained by the District at an official depository bank of the District for as long as the Bonds of such series, or interest thereon, are outstanding and unpaid. Each Debt Service Fund shall be kept separate and apart from all other funds and accounts of the District and shall be used only for paying the principal of and interest on the Bonds of such series. The proceeds from (i) all taxes levied, assessed and collected for and on account of the Bonds of each series authorized by this Order and (ii) state aid, if any, that is required by law to be deposited into the Debt Service Fund for each series of Bonds shall be deposited, as collected, in the Debt Service Fund for such series of Bonds. Money on deposit in each Debt Service Fund may, at the option of the District, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in each Debt Service Fund may be invested with other money of the District in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Debt Service Fund are held by or on behalf of such Debt Service Fund. Money in each Debt Service Fund for Tax-Exempt Bonds may, to the extent necessary, be used to make any required payments to the federal government under the Code to assure that interest on the Tax-Exempt Bonds is excludable from gross income for federal income tax purposes.

During each year while the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the District, without legal limit as to rate or amount, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and collection and similar costs related to the Bonds; provided, however, that the amount of tax levied shall take into account the proceeds of state aid payments, if any, on deposit in the Debt Service Fund for the Bonds. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds.

There is hereby appropriated from funds currently on hand and available for such purpose an amount sufficient, taking into account any accrued interest received from the sale of the Bonds, to pay any debt service on the Bonds due prior to receipt of taxes levied to pay such interest.

**Section 23. Sale; Purchase Contract; Offering Materials; Ratings.**

(a) The Bonds of each series shall be sold and delivered to the Purchaser therefor, who shall be designated in the Purchase Contract or the winning bid for such series of Bonds, at the price set forth in the Pricing Certificate for such series of Bonds and in accordance with the terms of the Purchase Contract or the winning bid for such series of Bonds, which the Pricing Officer is hereby authorized and directed to execute on behalf of the District. The Pricing Officer and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds of each series.

(b) The Pricing Officer is hereby authorized to approve, in the name and on behalf of the District, in connection with the sale of each series of Bonds, the preparation and distribution of (a) a Preliminary Official Statement and a final Official Statement relating to the Bonds of such series to be used by the Purchaser in connection with the marketing and public offering of the Bonds of such series or (b) such other informational materials as shall be determined by the Pricing Officer to be necessary and appropriate in connection with the private placement of the Bonds with one or more qualified institutional buyers, accredited investors or financial institutions. In addition, the Pricing Officer is authorized to deem the Preliminary Official Statement “final” for purposes of the Rule. In the event the Bonds are sold pursuant to a public sale, the Pricing Officer is hereby authorized to approve, in the name and on behalf of the District, in connection with the sale of the Bonds, the preparation and distribution of a Notice of Sale. The Pricing Officer and other appropriate officials of the District are hereby authorized to sign such Official Statement and/or to deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds of such series.

(c) The Pricing Officer is authorized to apply for and pay any costs associated with (i) the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas or (ii) one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on the Bonds, which guarantee or insurance shall be specified in the Pricing Certificate; and, any acts of the Pricing Officer relating to applications for any such guarantee or insurance are hereby authorized, approved, ratified and confirmed. The Pricing Certificate may contain provisions related to such bond insurance policies, including payment provisions thereunder, and the rights of the bond insurer(s), and any such provisions shall be read and interpreted as an integral part of this Order. The appropriate officials and representatives of the District are hereby authorized and directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such guarantee or insurance, and the printing on the Bonds of an appropriate legend or statement regarding such guarantee or insurance, as provided by the Texas Education Agency or a bond insurer for the Bonds, is hereby approved.

(d) The Pricing Officer, the District's financial advisor and other consultants are authorized hereby to take such actions as any such officer, official, advisor or consultant shall approve in seeking ratings on the Bonds from one or more nationally recognized statistical ratings organizations, or any combination of such ratings organizations, and such actions are hereby ratified and confirmed.

**Section 24. Tax Exemption.**

(a) The District intends that the interest on the Tax-Exempt Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, (the "Code") and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Tax-Exempt Bonds. For this purpose, the District covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Tax-Exempt Bonds (including all property, the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Tax-Exempt Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause the interest on the Tax-Exempt Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Tax-Exempt Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants:

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

(ii) Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the District shall, at all times prior to the last stated maturity of the Tax-Exempt Bonds,

A. exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such series of the Tax-Exempt Bonds (including property financed with Gross Proceeds of the Refunded Bonds or bonds refunded by the Refunded Bonds) and not use or permit the use of such Gross Proceeds or any property

acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

- B. not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such series of the Tax-Exempt Bonds or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of bonds refunded by Tax-Exempt Bonds or bonds refunded by bonds refunded by Tax-Exempt Bonds), other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes;

(iii) Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the District shall not use Gross Proceeds of the Tax-Exempt Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the bonds refunded by Tax-Exempt Bonds or bonds refunded by the bonds refunded by Tax-Exempt Bonds) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan;

(iv) Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the final stated maturity or final payment of the bonds refunded by Tax-Exempt Bonds, directly or indirectly invest Gross Proceeds of such Tax-Exempt Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the bonds refunded by Tax-Exempt Bonds;

(v) Based on all of the facts and estimates now known or reasonably expected to be in existence on the date the Tax-Exempt Bonds are delivered, the District reasonably expects that the proceeds of the Tax-Exempt Bonds and the Refunded Bonds (to the extent any of such proceeds remain unexpended) will not be used in a manner that would cause the Tax-Exempt Bonds or the bonds refunded by Tax-Exempt Bonds or any portion thereof to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(vi) At all times while the Tax-Exempt Bonds are outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Tax-Exempt Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the Tax-Exempt Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Tax-Exempt Bonds. To the extent necessary to prevent the Tax-Exempt Bonds from constituting "arbitrage bonds," the District will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Tax-Exempt Bonds to be less than the yield that is materially higher than the yield on the Tax-Exempt Bonds;

(vii) The District will not take any action or knowingly omit to take any action, if taken or omitted, would cause the Tax-Exempt Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code;

(viii) The District covenants and represents that not more than fifty percent (50%) of any new money issue refunded by the Tax-Exempt Bonds was invested in nonpurpose investments (as defined in Section 148(f) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expected at the time each issue of the bonds refunded by Tax-Exempt Bonds was issued that at least eighty-five percent (85%) of the spendable proceeds of the Tax-Exempt Bonds or the Refunded Bonds would be used to carry out the governmental purpose of such Tax-Exempt Bonds within the corresponding three-year period beginning on the respective dates of the Tax-Exempt Bonds or the bonds refunded by Tax-Exempt Bonds;

(ix) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Tax-Exempt Bonds, if any, be rebated to the federal government. Specifically, as additional consideration for the purchase of the Tax-Exempt Bonds by the Owners, the District will (i) maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Tax-Exempt Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six years after the day on which the last outstanding Tax-Exempt Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid, in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Tax-Exempt Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be

rebated to the federal government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty;

(x) The District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Tax-Exempt Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the issue not been relevant to either party;

(xi) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Tax-Exempt Bonds on such form and in such place as the Secretary may prescribe;

(xii) The District will not issue or use the Tax-Exempt Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Tax-Exempt Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations;

(xiii) Proper officers of the District charged with the responsibility for issuing the Tax-Exempt Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the Issue Date and stating whether there are facts, estimates or circumstances that would materially change the District's expectations. On or after the Issue Date, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates; and

(xiv) The covenants and representations made or required by this Section are for the benefit of the Owners and any subsequent Owner and may be relied upon by the Owner and any subsequent Owner and bond counsel to the District.

(b) In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations

contained in such opinion will not cause interest on the Tax-Exempt Bonds to be includable in gross income for federal income tax purposes under existing law.

(c) Notwithstanding any other provision of this Order, the District's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Tax-Exempt Bonds for as long as such matters are relevant to the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners for federal income tax purposes.

**Section 25. Reserved.**

**Section 26. Purchase of Defeasance Securities.** The Pricing Officer and any Escrow Agent are hereby authorized (a) to subscribe for, agree to purchase, and purchase securities that are permitted investments for a defeasance escrow established to defease the Refunded Bonds, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved and (b) to direct and provide for such contributions of lawfully available funds to the Escrow Fund as are provided in any Escrow Agreement.

**Section 27. Defeasance of the Refunded Bonds.** Pursuant to the Authorizing Law, the Board hereby authorizes and directs that the Refunded Bonds shall be paid in the amounts and on the dates determined by the Pricing Officer, and the Pricing Officer is hereby authorized and directed to identify the specific portions of the Refunding Candidates to be refunded and the amount, if any, of lawfully available funds to be deposited in the Escrow Fund for the Refunded Bonds. In addition, the Pricing Officer is hereby authorized (i) to execute and deliver an Escrow Agreement, a deposit agreement or a similar agreement, a letter of instructions or any other instrument relating to the safekeeping, investment, administration and disposition of moneys deposited to effect the defeasance of the Refunded Bonds in such form and subject to such terms and conditions as the Pricing Officer determines may be necessary or convenient to accomplish the intent and purpose of Section 2 of this Order, (ii) to take all necessary and appropriate action to effect the defeasance of the Refunded Bonds, all in the manner required by the documents authorizing the issuance of such Refunded Bonds, and (iii) to execute and deliver such other documents, certificates or agreements as may be determined by any such officer to be necessary or appropriate in connection with the transactions authorized hereby.

To the extent that the Pricing Officer determines that an Escrow Agreement is not necessary or appropriate, no such agreement shall be required and each Pricing Officer is authorized to make other firm banking and financial arrangements, including the deposit of cash and/or securities directly with the paying agent/registrar(s) for the Refunded Bonds or another qualified party.

**Section 28. Redemption Prior to Maturity of Refunded Bonds.** To maximize the District's present value savings and to minimize the District's costs of refunding, the Board hereby authorizes and directs that certain of the Refunded Bonds shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the appropriate officials of the District are hereby authorized and directed to take

all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Bonds, in the manner required by the documents authorizing the issuance of such Refunded Bonds.

**Section 29. Use of Proceeds.** Proceeds from the sale of the Bonds of each series shall, promptly upon receipt by the District, be applied in accordance with the provisions set forth in the Pricing Certificate. In addition, in furtherance of the authority conferred by this Order, the Pricing Officer may direct that lawfully available funds of the District be applied (in such amounts as the Pricing Officer shall direct), deposited and invested to effect the defeasance and redemption of the Refunded Bonds or for such other use or uses as are deemed necessary or appropriate to accomplish the intent and purpose of this Order.

**Section 30. Continuing Disclosure Undertaking.**

(a) Except as otherwise provided by the Pricing Certificate, the District shall make the continuing disclosure undertaking set forth in this Section. The District shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized herein, being the quantitative financial information and operating data with respect to the District, as determined by a Pricing Officer and identified in the Pricing Certificate described in Section 5 of this Order, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, if and when available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the District shall provide unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year to the MSRB, when and if audited financial statements become available.

If the District 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 District otherwise would be required to provide financial information and operating data pursuant to this Section.

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

(b) The District shall notify the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bondholders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds; if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership, or similar event of the District;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) The appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

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

As used in clause (xii), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if jurisdiction has been assumed by leaving the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

The District intends the words used in the preceding paragraphs (xv) and (xvi) above and the definition of Financial Obligation in this Order to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(c) The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) All information and notices shall be provided to the MSRB in an electronic format, as prescribed by the MSRB, and all documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information, as prescribed by the MSRB.

(e) The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give the notice required by this Section of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”

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 District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE 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 DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute 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 District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the 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 District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule.

(f) For the avoidance of doubt, the authority conferred on the Pricing Officer pursuant to Section 5 of this Order to determine and fix terms, provisions, details and matters relating to the Bonds includes the authority to modify the terms of this Section by specification of such modification in the Pricing Certificate for the Bonds.

**Section 31. Related Matters.** To satisfy in a timely manner all of the District's obligations under this Order and each Purchase Contract and Escrow Agreement (if any), the President, any Vice President and Secretary of the Board, each Pricing Officer and all other appropriate officers, agents and representatives of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds and the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under each Escrow Agreement (if any) and Purchase Contract and this Order and to direct the transfer and application of funds of the District consistent with the provisions of such Escrow Agreement (if any) and this Order.

**Section 32. Order a Contract - Amendments.** This Order shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Owners who own in the aggregate a majority of the principal amount, in the case of Current Interest Bonds, and Maturity Amount, in the case of Capital Appreciation Bonds, of the Bonds of any series then Outstanding, amend, add to, or rescind any of the provisions of this Order as it relates to the Bonds of such series; provided that, without the consent of all Owners of Outstanding Bonds of any series affected thereby, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, Maturity Amount of or interest on the Bonds of such series, reduce the principal amount or Maturity Amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, Maturity Amount, premium, if any, or interest on the Bonds of such series, (ii) give any preference to any Bond of such series over any other Bond of such series, or (iii) reduce the aggregate principal amount or Maturity Amount of Bonds of such series required to be held by Owners of Bonds of such series for consent to any such amendment, addition, or rescission.

**Section 33. Power to Revise Form of Documents.** That, notwithstanding any other provision of this Order, the President or any Vice President of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the President or any Vice President, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents (to the extent not delegated to the Pricing Officer) shall be subject to the prior approval of the Board and the provisions of Section 32 of this Order.

**Section 34. Permanent School Fund Guarantee Program.** In the event that payment of the principal of and interest on the Bonds is guaranteed by the Permanent School Fund of the State of Texas, the District covenants to comply timely 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 Trustees relating to such guarantee. Upon defeasance of the Bonds, either at or prior to maturity in accordance with applicable law, the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas shall be removed in its entirety. If the District is unable to pay the principal of or interest on a guaranteed Bond, the amount necessary to pay the principal or interest will be transferred to the Registrar for the Bonds from the Permanent School Fund of the State of Texas, and the amounts so transferred, plus interest, will be withheld by the Comptroller from the first State money payable to the District, first from the Foundation School Fund and, if necessary, from the Available School Fund.

**Section 35. No Personal Liability.** No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

**Section 36. Defeasance.** Except as otherwise provided in the Pricing Certificate, the District may defease the provisions of this Order and discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including (but not limited to) by depositing with the Registrar or with the Comptroller either:

(a) cash in an amount equal to (i) the principal amount of and interest on Current Interest Bonds to the date of maturity or earlier redemption, if any, and/or (ii) the Maturity Amount of Capital Appreciation Bonds, or

(b) pursuant to an escrow or trust agreement, cash and/or Defeasance Securities, the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of (A) the principal of and interest on Current Interest Bonds to the date of maturity or earlier redemption, if any, and (B) the Maturity Amount of Capital Appreciation Bonds;

provided, however, that if any of such Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Order. Upon such deposit, such Bonds shall no longer be regarded to be outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District.

**Section 37. Application of Chapter 1208, Government Code.** Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 22 of this Order, 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 District under Section 22 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply

with the applicable provisions of Chapter 9, Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

**Section 38. Legal Holidays.** In any case where interest on or principal of the Bonds matures on a date or the date fixed for redemption of any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, but payment may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment.

**Section 39. Notice.** Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District or the Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

District:	104 Swisher Road Lake Dallas, TX 75065 Attention: Superintendent
Registrar:	The address specified in the Paying Agent/Registrar Agreement.

**Section 40. Open Meeting.** It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

**Section 41. Effective Date.** This Order shall be in full force and effect from and upon its adoption.

**Section 42. Severability.** If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

**Section 43. Repealer.** All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

*[Execution Page Follows]*

PASSED AND APPROVED on this \_\_\_\_\_.

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

ATTEST:

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

Schedule I – Refunding Candidates

Exhibit A – Form of Pricing Certificate

**SCHEDULE I**  
**REFUNDING CANDIDATES**

All or any portion of the following obligations of the District:

- Unlimited Tax Refunding Bonds Series 2013
- Unlimited Tax Refunding Bonds Series 2015

**EXHIBIT A**  
**PRICING CERTIFICATE**

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BONDS, SERIES 20\_\_

THIS PRICING CERTIFICATE is executed as of \_\_\_\_\_, 20\_\_, by the [\_\_\_\_\_] of the Lake Dallas Independent School District (the “District”) pursuant to the authorization contained in an order of the Board of Trustees, acting as the governing body of the District, adopted on May 11, 2026 (the “Order”), authorizing the issuance of the captioned series of bonds and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Pricing Certificate shall have the meanings assigned to them in the Order.

1. Principal Amount, Maturity Amount, Numbers, Interest Rates, Interest Payment Dates and Maturities. The Bonds shall be designated as the “Lake Dallas Independent School District Unlimited Tax Refunding Bonds, Series 20\_\_,” dated \_\_\_\_\_, 20\_\_, and issued in the total authorized principal amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ Capital Appreciation Bonds and \$ \_\_\_\_\_ Current Interest Bonds. The Current Interest Bonds shall bear interest from their [dated date/date of their initial delivery] and the Capital Appreciation Bonds shall accrete interest from the date of their initial delivery. The Interest Payment Date for the Current Interest Bonds shall be each February \_\_\_\_\_ and August \_\_\_\_\_, commencing \_\_\_\_\_, 20\_\_, until maturity or prior redemption; and, the Record Date shall be the last business day of the month next preceding each Interest Payment Date. The Bonds are issued as [Tax-Exempt Bonds][Taxable Bonds].

The Current Interest Bonds shall mature on \_\_\_\_\_ in each of the years and in the amounts set out in the following schedule:

Year of Maturity (_____)	<u>Principal Amount</u>	<u>Interest Rate</u>
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Year of Maturity  
 ( \_\_\_\_\_ )      Principal Amount      Interest Rate

The Capital Appreciation Bonds shall mature on \_\_\_\_\_ in each of the years and in the amounts set out in the following schedule:

<u>Bond Number</u>	Year of Maturity ( _____ )	<u>Principal Amount</u>	<u>Yield</u>	<u>Maturity Amount</u>
CR-1				

2. Redemption.

(a) Optional. The Current Interest Bonds maturing on and after \_\_\_\_\_, 20\_\_ are subject to optional redemption, in whole or, from time to time, in part on \_\_\_\_\_, 20\_\_, or any date on or after, at a redemption price of par plus accrued interest thereon. [The Capital Appreciation Bonds maturing on and after \_\_\_\_\_, 20\_\_ are subject to optional redemption, in whole or, from time to time, in part on any date on or after \_\_\_\_\_, 20\_\_ at a redemption price of % of the accreted value on the redemption date.] [The Bonds are not subject to redemption prior to maturity.]

(b) Mandatory. The Current Interest Bonds maturing in the years \_\_\_\_\_ and \_\_\_\_\_ will be issued as term bonds and shall be subject to the following mandatory redemption requirements:

TERM BONDS MATURING \_\_\_\_\_

Mandatory Redemption Date ( _____ )	<u>Principal Amount</u>	<u>Redemption Price</u>
		%

TERM BONDS MATURING \_\_\_\_\_, \_\_\_\_\_

Mandatory Redemption Date (_____, ____)	Principal Amount	Redemption Price %
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To the extent that such Term Bonds have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Bonds so redeemed or purchased.

In lieu of mandatorily redeeming the Term Bonds, the District reserves the right to purchase for cancellation Term Bonds of the same maturity at a price no greater than the applicable redemption price of such Term Bonds.

The Registrar will select by lot the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Current Interest Bonds having the same maturity which have been purchased or redeemed by the District as follows, at least 45 days prior to the mandatory redemption date:

- (i) if the District directs the Registrar to purchase Current Interest Bonds with money in the debt service fund for the Bonds (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Current Interest Bonds purchased will be made against the next mandatory redemption installment due, or
- (ii) if the District purchases or redeems Current Interest Bonds with other available moneys, then the principal amount of such Current Interest Bonds will be credited against future mandatory redemption installments in any order, and in any annual amount, that the District may direct.
- (c) [Make-Whole Redemption]. The Bonds are subject to redemption prior to their respective maturity dates at the option of the District, in whole or in part, on any date at a redemption price (the “Make Whole Optional Redemption Price”) equal to the greater of: (1) the issue price (but not less than 100%) of the principal amount of the Bonds to be redeemed; or (2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as

of the date on which the Bonds are to be redeemed, discounted to the date on which the Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate, plus 25 basis points, plus, in each case, accrued and unpaid interest on the Bonds to be redeemed to the redemption date.]

[“Treasury Rate” means, with respect to any redemption date for a particular Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) that has become publicly available at least five (5) Business Days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Bonds to be redeemed; provided, however, that, if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.]

[At the request of the Registrar, the Make-Whole Optional Redemption Price of Bonds to be redeemed will be determined by an independent accounting firm, investment banking firm or financial advisor retained by and at the expense of the District to calculate such redemption price. The Registrar and the District may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.]

- (d) [Selection of Bonds for Redemption]. As long as the Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of the Bonds, if less than all of the Bonds of a maturity are called for prior redemption, the particular Bonds or portions thereof to be redeemed will be selected on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided that, so long as the Bonds are held in book-entry form, the selection for redemption of such Bonds will be made in accordance with the operational arrangements of DTC then in effect that currently provide for adjustment of the principal by a factor provided pursuant to DTC operational arrangements. If the Registrar does not provide the necessary information and identify the redemption as on a Pro Rata Pass-Through Distribution of Principal basis, the Bonds will be selected for redemption in accordance with DTC procedures by lot.]

[If the Bonds are not registered in book-entry only form, any redemption of less than all of a maturity of the Bonds will be effected by the Registrar among owners on a pro-rata basis subject to minimum authorized

denominations. The particular Bonds to be redeemed will be determined by the Registrar, using such method as it shall deem fair and appropriate.]

3. Purchase Price. The sale of the Bonds to \_\_\_\_\_ (the "Purchaser") by [private sale][private placement][public sale] is authorized pursuant to the [Purchase Contract] [winning bid] at the following price, which is not less than 90% of the aggregate original principal amount thereof, plus accrued interest, if any:

PRINCIPAL AMOUNT	\$ _____
Plus Original Issue Premium	_____
Less Underwriter's Discount	_____
PURCHASE PRICE	\$ _____

It is hereby found and declared that the sale of the Bonds pursuant to the Purchase Contract at such price is on the best terms and at the best prices reasonably obtainable by the District.

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

- (a) An amount equal to accrued interest on the Current Interest Bonds, if any, shall be deposited into the Debt Service Fund;
  - (b) \$ \_\_\_\_\_ shall be applied to establish an escrow fund under the Escrow Agreement to refund the Refunded Bonds, and to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds and the refunding of the Refunded Bonds;
  - (c) \$ \_\_\_\_\_ shall be applied to pay the Purchaser's discount; and
  - (d) \$ \_\_\_\_\_ shall be applied to pay expenses arising in connection with the issuance of the Bonds and the refunding of the Refunded Bonds; and
  - (e) Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund and used to pay debt service on the Bonds.
4. Deposit in Escrow Fund. The Escrow Agreement attached as Exhibit A hereto is hereby approved. Pursuant to the Order, \$ \_\_\_\_\_ from the proceeds of the Bonds [and \$ \_\_\_\_\_ from the District's debt service fund] shall be deposited into the Escrow Fund created pursuant to the Escrow Agreement and applied to refund the Refunded Bonds.]
5. Form of Bond. Pursuant to Section 5 of the Order, the Form of Bond as set forth in Exhibit B hereto is hereby approved and supersedes the Form of Bond set forth in the Order.
6. The Refunded Bonds shall be those bonds identified in Exhibit C hereto.

7. Pursuant to Section 5 of the Order, we hereby further find and determine that:
- (a) the aggregate principal amount of the Bonds does not exceed the principal amount of the Refunded Bonds;
  - (b) the refunding of the Refunded Bonds produces net present value debt service savings of \$ \_\_\_\_\_, which is not less than \$1.00;
  - (c) the net effective interest rate of the Bonds is \_\_\_\_\_%, which does not exceed the maximum rate permitted by Chapter 1204, Government Code, as amended; and
  - (d) the Bonds are or will be rated by a nationally recognized rating agency for municipal securities in one of the four (4) highest rating categories for long-term obligations.
8. Pursuant to the Order, the District shall provide updated financial information and operating data to the MSRB each year to the extent, by the times, subject to the exceptions noted, and as provided in the Official Statement under the caption “[ ].”
9. The undersigned hereby finds, determines and declares, that in accordance with the requirements of the Order, this Pricing Certificate complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained therein.

**<EXECUTION PAGE FOLLOWS>**

WITNESS MY HAND this \_\_\_\_\_, 20\_\_\_\_.

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Pricing Officer

**EXHIBIT A TO PRICING CERTIFICATE**

**Escrow Agreement**



INTEREST ON THIS BOND is payable semiannually on [February 15 and August 15] of each year until maturity or prior redemption, [beginning \_\_\_\_\_ 15, 20\_\_], by check mailed to the Registered Owner of record as of the last business day of the month next preceding each interest payment date, to the address of such owner as shown on the books of registration kept by the Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Bond at the corporate trust office of the Registrar.

THIS BOND is one of a duly authorized issue of bonds, aggregating \$\_\_\_\_\_ (the “Bonds”) of which \$\_\_\_\_\_ are issued as capital appreciation bonds and \$\_\_\_\_\_ are issued as current interest bonds (the “Current Interest Bonds”), issued for the purposes described in an order adopted by the Board of Trustees of the District on May 11, 2026 (the “Order”), all pursuant to the authority of the Constitution and laws of the State of Texas, particularly the Authorizing Law (as defined in the Order). This Bond is a Current Interest Bond.

[THE DISTRICT RESERVES THE RIGHT, at its option, to redeem prior to maturity the Current Interest Bonds maturing on or after \_\_\_\_\_ 15, 20\_\_, in whole or in part, on \_\_\_\_\_ 15, 20\_\_ or on any date thereafter, at a price equal to par plus accrued interest to the date of redemption.]

[THE BONDS MATURING IN THE YEARS 20\_\_\_\_ and 20\_\_\_\_ (the “Term Bonds”) are subject to mandatory redemption prior to maturity in the following amounts (subject to reduction as hereinafter provided), on the following dates, in whole or in part, at a price equal to the principal amount thereof plus accrued interest thereon to the redemption date, without premium:

<p style="margin: 0;">Term Bonds Due _____ 15, 20____</p> <hr style="border: 0.5px solid black;"/> <p style="margin: 0;">Year _____</p> <hr style="border: 0.5px solid black;"/> <p style="margin: 0; text-align: center;">Principal Amount</p> <hr style="border: 0.5px solid black;"/> <p style="margin: 0; text-align: center;">\$ _____</p>	<p style="margin: 0;">Term Bonds Due _____ 15, 20____</p> <hr style="border: 0.5px solid black;"/> <p style="margin: 0;">Year _____</p> <hr style="border: 0.5px solid black;"/> <p style="margin: 0; text-align: center;">Principal Amount</p> <hr style="border: 0.5px solid black;"/> <p style="margin: 0; text-align: center;">\$ _____</p>
---	---

(maturity)

(maturity)]

[TO THE EXTENT THAT SUCH TERM BONDS have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Bonds so redeemed or purchased.]

[IN LIEU OF MANDATORILY REDEEMING the Term Bonds, the District reserves the right to purchase for cancellation Term Bonds of the same maturity at a price no greater than the applicable redemption price of such Term Bonds.]

[THE REGISTRAR will select by lot the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Bonds having the same maturity which have been purchased or redeemed by the District as follows, at least 45 days prior to the mandatory redemption date:

- (i) if the District directs the Registrar to purchase Bonds with money in the debt service fund for the Bonds (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Bonds purchased will be made against the next mandatory redemption installment due, or
- (ii) if the District purchases or redeems Bonds with other available moneys, then the principal amount of such Bonds will be credited against future mandatory redemption installments in any order, and in any annual amount, that the District may direct.]

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District 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 Registrar at the close of business on the business day next preceding the date of mailing. When Bonds or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THE REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

<sup>4</sup>THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

---

<sup>4</sup> In the Initial Current Interest Bond, this paragraph shall read:

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate endorsed hereon.

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

LAKE DALLAS INDEPENDENT SCHOOL  
DISTRICT

(SEAL)

*(signature)*

---

President, Board of Trustees

ATTEST:

*(signature)*

---

Secretary, Board of Trustees



THIS BOND is one of a duly authorized issue of bonds, aggregating \$ \_\_\_\_\_ (the “Bonds”) of which \$ \_\_\_\_\_ are issued as capital appreciation bonds (the “Capital Appreciation Bonds”) and \$ \_\_\_\_\_ are issued as current interest bonds, issued for the purposes described in an order adopted by the Board of Trustees of the District on May 11, 2026 (the “Order”), all pursuant to the authority of the Constitution and laws of the State of Texas, particularly the Authorizing Law (as defined in the Order). This Bond is a Capital Appreciation Bond.

[THIS BOND is not subject to redemption prior to maturity.]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Registrar for bonds in the maturity amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

<sup>8</sup>THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

---

<sup>8</sup> In the Initial Capital Appreciation Bond, this paragraph shall read:

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate endorsed hereon.

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

LAKE DALLAS INDEPENDENT SCHOOL  
DISTRICT

(SEAL)

*(signature)*

---

President, Board of Trustees

ATTEST:

*(signature)*

---

Secretary, Board of Trustees

TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price (all per \$5,000 of Maturity Amount), together with the yield to maturity are as follows. Accreted Values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest.

\* \* \* \* \*

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

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

WITNESS MY SIGNATURE AND SEAL this \_\_\_\_\_.

\_\_\_\_\_  
[Acting] Comptroller of Public Accounts of the  
State of Texas

(SEAL)

\* \* \* \* \*

FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Order described in the text of this Bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[ \_\_\_\_\_ ]  
as Registrar

By: \_\_\_\_\_

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

Date of Authentication: \_\_\_\_\_

\* \* \* \* \*

FORM OF PERMANENT SCHOOL FUND CERTIFICATE OR INSURANCE LEGEND

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

[PSF CERTIFICATE] [INSURANCE LEGEND]

\* \* \* \* \*

FORM OF ASSIGNMENT

ASSIGNMENT

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

---

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

---

(Please insert Social Security or Taxpayer Identification Number of Transferee)

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

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

Signature Guaranteed:

Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

\* \* \* \* \*

**EXHIBIT C TO PRICING CERTIFICATE**  
**REFUNDED BONDS**

## 10.B.

### *Efficient Operations:*

# Consideration/Approval of Request for Purchase of Unified Communications Services/Telephone Systems

**Presenter:** John Modica, Chief Operations Officer

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026



STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



# Unified Communications Services/Telephone System

Comprehensive set of communication services for the district including voice over internet protocols (VOIP) for phones and Public Announcement (PA) systems at each campus utilizing either a Full Cloud-Hosted Phone System including Voice Over Internet Protocols or Self-Hosted (On-Premises) Phone System.



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COMMUNITY SUPPORT



FACULTY & STAFF  
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EFFICIENT OPERATIONS



# Length of the Service Agreement

The term of this contract shall be for one (1) year and will automatically extend annually up to four (4) years for a total of five (5) years unless termination is given by the district.



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COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



# Evaluation Criteria

- 50% Purchase Price
- 20 % Qualifications
- 15% Reputation and References
- 15% Extent to which the goods or services meet District needs



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COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



# Responses

<b>Vendor/Contractor:</b>	<b>Average Evaluation Score:</b>
Ambit Solutions LLC	79
CDW Government LLC	80
Communications Technologies Inc	71
Delcom Group	95
ESTech Inc	75



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COMMUNITY SUPPORT



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ENGAGEMENT



EFFICIENT OPERATIONS



# Responses

**Vendor/Contractor:** **Average Evaluation Score:**

Grande Communications Network LLC	54
IP Convergence	72
One Tel One Gem	70
United Data Technologies Inc	79
Weaver Technologies LLC	48



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COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



# Consideration/Approval

<b>Vendor/Contractor:</b>	<b>Average Evaluation Score:</b>
Ambit Solutions LLC	79
CDW Government LLC	80
Communications Technologies Inc	71
<b>Delcom Group</b>	<b>95</b>
ESTech Inc	75



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EFFICIENT OPERATIONS

Any Questions?



# LAKE DALLAS

Independent School District



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COMMUNITY SUPPORT



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STUDENT SUCCESS



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COMMUNITY SUPPORT



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EFFICIENT OPERATIONS



## 10.C.

### Efficient Operations:

Consideration/Approval of Memorandum of Understanding Between Lake Dallas Independent School District, Lake Dallas Police Department and Meadows Mental Health Policy Institute

**Presenter:** Chadd Springer, LDISD Chief of Police

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026



# Purpose of Presentation

- Introduce Handle With Care Program
- Outline collaboration with Lake Dallas PD
- Discuss expansion to Hickory Creek PD & Corinth PD
- Seek approval for MOU



STUDENT SUCCESS



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COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



# What is Handle With Care?

- National initiative linking law enforcement & schools
- Alerts schools when a child experiences trauma
- No details shared—just 'Handle With Care'
- Supports student well-being and learning



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COMMUNITY SUPPORT



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EFFICIENT OPERATIONS



# Why It Matters

- Trauma impacts behavior, attendance, and academics
- Early support improves outcomes
- Strengthens school safety and student success



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EFFICIENT OPERATIONS



# Current Partnership

- Collaboration between Lake Dallas ISD and Lake Dallas PD
- Immediate notification following qualifying incidents
- Focus on student-centered support



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COMMUNITY SUPPORT



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EFFICIENT OPERATIONS



# How It Works

- Law enforcement identifies student at scene
- Notification sent to school before next school day
- Staff implement supportive strategies
- No investigative details shared



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EFFICIENT OPERATIONS



# School Response

- Increased awareness by staff
- Adjusted expectations if needed
- Counseling support available
- Focus on safety, stability, and support



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COMMUNITY SUPPORT



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EFFICIENT OPERATIONS





STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



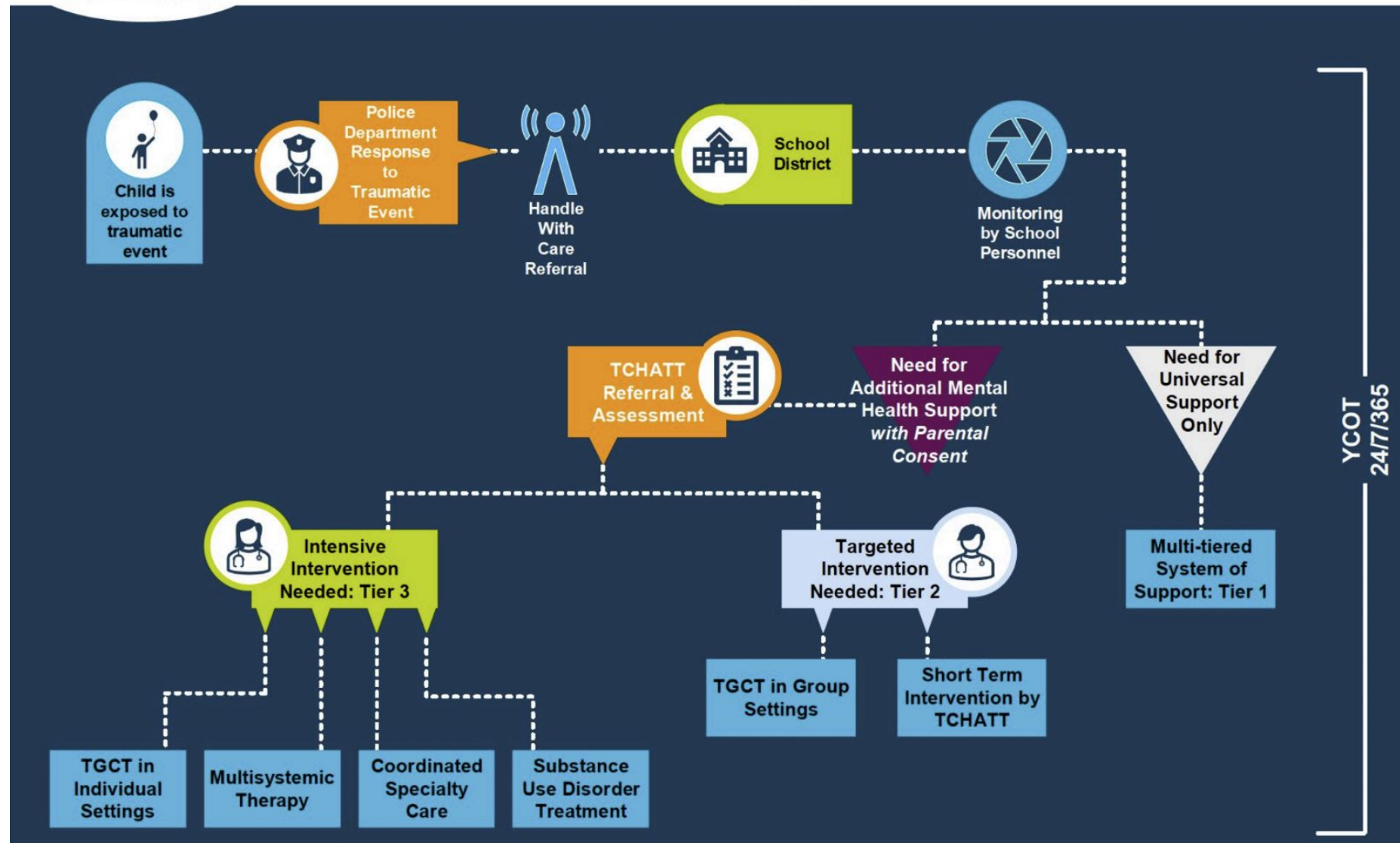
FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



**HANDLE WITH CARE NETWORK** | **Process Flow Chart**



# Benefits to Students

- Reduced disciplinary issues
- Improved attendance
- Increased emotional support
- Stronger connection to school



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EFFICIENT OPERATIONS



# Benefits to District

- Proactive approach to student needs
- Strengthens safety initiatives
- Enhances partnerships with law enforcement
- Aligns with trauma-informed practices



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EFFICIENT OPERATIONS



# Future Expansion

- Inclusion of Hickory Creek PD
- Inclusion of Corinth PD
- Regional approach to student safety
- Consistent support across jurisdictions



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EFFICIENT OPERATIONS



# Memorandum of Understanding (MOU)

- Defines roles and responsibilities
- Ensures confidentiality
- Establishes notification procedures
- Formalizes partnerships



STUDENT SUCCESS



PARENT & FAMILY/  
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EFFICIENT OPERATIONS



# Confidentiality & Compliance

- No case details shared
- FERPA-compliant practices
- Focus only on student support
- Secure communication protocols



STUDENT SUCCESS



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EFFICIENT OPERATIONS



# Implementation Plan

- Staff training on trauma-informed response
- Coordination with counseling services
- Communication procedures established
- Ongoing evaluation



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STUDENT SUCCESS



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Any Questions?





STUDENT SUCCESS



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EFFICIENT OPERATIONS

# LAKE DALLAS

Independent School District



**Memorandum of Understanding**  
**Between**  
**Lake Dallas Independent School District,**  
**Lake Dallas Police Department**  
**And**  
**Meadows Mental Health Policy Institute**

This memorandum of understanding (this “MOU”) documents the understanding between the Meadows Mental Health Policy Institute (“MMHPI”) and its Trauma and Grief Center (the “TAG Center”), Lake Dallas Independent School District (“LDISD”), Lake Dallas Police Department (“LDPD”), and, subject to the execution of a Joinder (as defined in Section 17), Hickory Creek Police Department (“Hickory Creek PD”) and Corinth Police Department (“Corinth PD”) (each a “Party” and collectively the “Parties”) with regard to the collaborative relationship between the Parties and each of their respective responsibilities in connection with the project described herein. Notwithstanding the foregoing, the Parties acknowledge and agree that Hickory Creek PD and/or Corinth PD will not execute, nor be a party to this MOU simultaneously with the other Parties, and as such Hickory Creek PD and/or Corinth PD shall not be included in the definition of “Party” or “Parties” unless and until Hickory Creek PD and/or Corinth PD executes a joinder to this MOU in accordance with Section 17.

**WHEREAS**, the Parties desire to implement an initiative designed to address students that are exposed to trauma or violence through the implementation of the Handle With Care program (“HWC”). HWC is a community-wide collaborative effort that alerts participating school districts when a student has witnessed or experienced a violent or traumatic event that involved a response from law enforcement, whereby participating law enforcement agencies use the HWC application to input basic information about the student (student’s name, age, and school name), and a note to “Handle With Care.” The HWC application then sends an alert

to the applicable school district, and certain select personnel at the student's school, enabling such school personnel to monitor and address potential mental health needs resulting from the student's exposure to such trauma or violence. No confidential information regarding details of the event will be relayed in the notification.

**WHEREAS**, the Parties are entering into this MOU to outline their mutual intentions with respect to the purposes, responsibilities and commitments of each Party regarding the implementation of the HWC program by the Parties.

**NOW, THEREFORE**, the Parties agree as follows:

1. General understanding of the Parties regarding HWC implementation within LDISD geographic boundaries:

- The phrase "trauma or violence" may be construed broadly and by way of example and not by way of limitation, may mean and include any event where a student is a victim or witness, experiences or is involved in, or is questioned relative to, any of the following where there is law enforcement intervention: the abuse of a family member, loved one, or pet; abuse or neglect; child custody, visitation or support or other domestic relations controversy where there is law enforcement intervention; community violence; the commission of a crime; loss of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness or substance abuse by a parent or caregiver; hospitalization or family illness; incarceration of a parent or family member; sudden, unexpected or frequent changes in caregiver, school, program or home life; natural disasters; or similar acts, accidents, or experiences. Should there be a question as to whether a student has been exposed to trauma or violence where there is law enforcement intervention; judgment should be exercised in the best interests of the student and in favor of notification using the HWC application.

2. Responsibilities of the TAG Center to LDISD, LDPD:

- The TAG Center will disseminate the HWC Virtual Training Platform, which will contain training modules tailored to the various roles within a school district and for law enforcement. Training content will include an overview of the HWC program and additional role-based content for supporting the student following a HWC notification. Individual training modules will be tailored to administrators, mental health and counseling staff, nursing staff, teachers and paraprofessional staff, non-instructional staff, and law enforcement officers.
- The TAG Center will work with stakeholders from LDISD and LDPD to develop data dashboards which will provide information regarding the HWC notifications in real time.

### 3. Responsibilities of the TAG Center to LDISD:

- The TAG Center will facilitate a no cost, two-day learning collaborative on an evidenced-based practice called Trauma and Grief Component Therapy for Adolescents (TGCTA). The TAG Center will also provide monthly conference call consultations in support of proficient implementation of TGCTA for LDISD school counselors and clinicians designed to ensure such personnel are equipped to support students identified in HWC notifications and address the trauma-and grief-related mental health needs of such students.

### 4. Responsibilities of LDISD to MMHPI and the TAG Center:

- LDISD will disseminate HWC virtual training modules provided by the TAG Center to administrators, mental health and counseling staff, nursing staff, teachers and paraprofessional staff, and non-instructional staff utilizing the HWC Virtual Training Platform.
- Provide LDISD school counselors and clinicians with time to attend the two-day TGCTA learning collaborative to ensure they are equipped to support students identified in HWC notifications and address the trauma-and grief-related mental health needs of such students.

- Allow TGCTA LDISD trained school counselors and clinicians time to attend a TGCTA consultation call for one hour per month during the school year, to ensure proficiency in implementing the intervention.
5. Responsibilities of LDPD to MMHPI and the TAG Center:
    - LDPD to disseminate HWC virtual training modules to law enforcement officers and other appropriate staff utilizing the TAG Center HWC Virtual Training Platform.
  6. Responsibilities of LDPD to Region 11 Education Service Center (ESC 11):
    - Complete the setup and registration through ESC 11 to utilize the HWC application, which LDPD acknowledges is essential for accessing the software crucial for participation in HWC.
  7. Responsibilities of LDISD to ESC 11:
    - Complete the setup and registration through ESC 11 to utilize the HWC application, which LDISD acknowledges is essential for accessing the software crucial for participation in HWC.
  8. Responsibilities of LDPD to LDISD:
    - Upon LDPD encountering a student exposed to trauma or violence (as described in Section 1) LDPD officers may send a confidential HWC notification to LDISD using the HWC application stating the student's name, approximate age, school attended if known, the approximate time of the event, and the acronym HWC. Notifications should not include specific information about the incident to maintain privacy and confidentiality of the student and their family.
  9. Responsibilities of LDISD to LDPD:
    - LDISD will appoint a designee or designees to receive notifications through the HWC application from LDPD and disseminate them to the designated point persons within each school by forwarding to them the HWC e-mail notification that comes through the HWC application.
  10. Responsibilities of LDISD to the other Parties:

- Upon receipt of a notification sent to the school's designated email(s) from the HWC application used by partnering police departments identifying a student who has been exposed to trauma or violence, the designated point person or persons within each school will disseminate the notification to appropriate teachers, social workers, guidance counselors, and any other relevant staff identified by the school.
- If the identified student is exhibiting behaviors that are not consistent with their typical manner, the staff at LDISD schools will provide the identified student with additional supports, such as postponing a test, accepting a missed assignment, or allowing the student to rest if he or she is having a hard time focusing or staying awake, but otherwise not addressing the student about the incident.
- Determine the need for ongoing counseling or other intervention, if the student is not currently involved with mental health services.
- If the student is already engaged in counseling or other mental health interventions at the school, the student's school counselor or clinician shall be informed by LDISD following the initial HWC notification.
- Provide resources or education on trauma-informed care to all school personnel, parents and guardians, as requested or as may be required by law.
- Maintain the confidentiality of the students' information in accordance with applicable law, including but not limited to academic records, health records, and mental health services.

11. The Parties agree that HWC notifications may be maintained as permitted or required by applicable law for any purposes consistent with the purpose of this MOU but shall not be part of any students' permanent record.

12. The services and responsibilities of the Parties to each other Party under this MOU shall be provided at no cost to the other Parties. Each Party shall be responsible for its own costs and expenses incurred in connection with this MOU. The services and

responsibilities of the Parties set forth in this MOU are not intended to be legally binding on the Parties and, rather, this MOU is being entered into merely to assist the Parties in documenting the combined understanding of the Parties with respect to the subject matter hereof; and the Parties acknowledge and agree that no Party shall be liable to any other Party for any breaches of this MOU, except for damages as a result of gross negligence, willful misconduct, or breaches of applicable law by such Party. This MOU is effective from the date of execution by MMHPI, TAG Center, LDISD, and LDPD, through May 31, 2028. The term may be extended only in writing executed by all Parties. Any Party may terminate this MOU by providing thirty (30) days' written notice to all of the other Parties, and upon the effective date of such termination, this MOU shall become null and void.

13. Hickory Creek PD and/or Corinth PD may, but shall not be obligated to, upon the execution of a joinder to this MOU, in form and substance satisfactory to all Parties (a "Joinder"), join and become a party to this MOU. Until the execution by Hickory Creek PD and/or Corinth PD of a Joinder, Hickory Creek PD and/or Corinth PD shall not be a Party to this MOU, nor have any obligation or liability to the Parties hereunder, nor shall any Party have any obligation or liability hereunder to Hickory Creek PD and/or Corinth PD.

**MMHPI**

---

By: Andy Keller, President and CEO

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

**Lake Dallas Independent School District**

\_\_\_\_\_  
Board President

By: \_\_\_\_\_

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

Attest by:

\_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_

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

**Lake Dallas Police Department**

\_\_\_\_\_

By: \_\_\_\_\_

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

**Hickory Creek Police Department**

**Corinth Police Department**

[To be executed by Joinder pursuant to Section 17]



STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS



**10.D.**

## ***Efficient Operations:***

# Consideration/Approval of Option and Ground Lease Agreement with Diamond Communications

**Presenter:** John Modica, Chief Operations Officer

**Event:** LDISD Board of Trustees Meeting

**Date:** May 11, 2026





STUDENT SUCCESS



PARENT & FAMILY/  
COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS

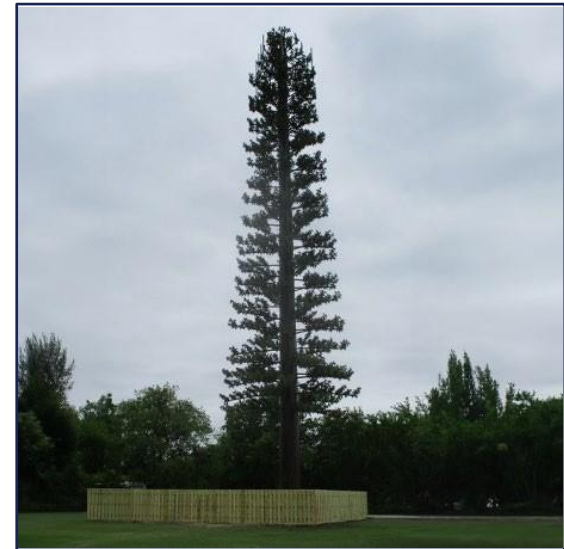


## Diamond Communications and TASB

- TASB and Diamond Communications work to bring best-in-class wireless services and connectivity solutions
- Provide ISDs with connectivity solution opportunities
  - Reduce safety concerns by improving connectivity for school resource officers, emergency services and educators
  - Keep students and parents connected more reliable
- Provide ISDs with a no-cost option to improve wireless connectivity in and around school properties and while creating a revenue stream for ISDs.



# Tower Examples



# Potential Economics

- **Existing Structures** (rooftops, water tanks, etc.)
  - ISD receives **75%** of the revenue received from **any tenant** installed
- **New Tower Builds – Monopole Structure**
  - Diamond will incur all costs associated with tower construction
  - **ISD receives 30%** of the revenue received from the **first and second** cellular carriers installed
  - **ISD receives 40%** of the revenue received from the **third and any subsequent** cellular carriers installed

## Revenue-Share Example – New Tower Build

# of tenants	Year 1	Year 2	Year 3	Year 4	Year 5	Cumulative Year 10
1	\$9,000	\$9,225	\$9,456	\$9,692	\$9,934	\$100,830
2		\$9,000	\$9,225	\$9,456	\$9,692	\$89,591
3			\$12,000	\$12,300	\$12,608	\$104,833
<b>Total</b>	<b>\$9,000</b>	<b>\$18,225</b>	<b>\$30,681</b>	<b>\$31,448</b>	<b>\$32,234</b>	<b>\$295,254</b>



STUDENT SUCCESS



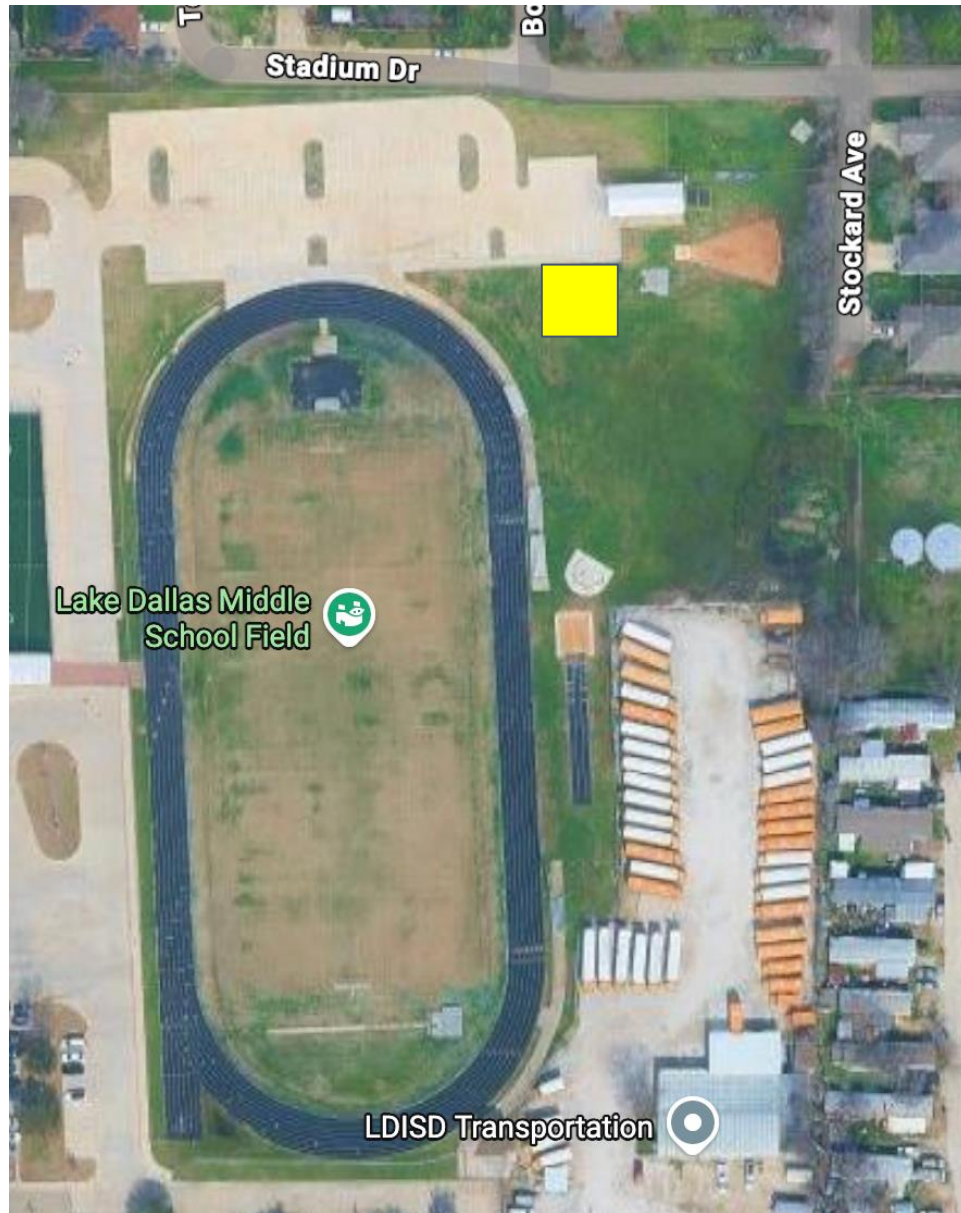
PARENT & FAMILY/  
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EFFICIENT OPERATIONS





STUDENT SUCCESS



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EFFICIENT OPERATIONS

Any Questions?





STUDENT SUCCESS



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COMMUNITY SUPPORT



FACULTY & STAFF  
ENGAGEMENT



EFFICIENT OPERATIONS

# LAKE DALLAS

Independent School District



After recording, return to:  
Legal Department  
Diamond Towers V LLC  
120 Mountain Ave.  
Springfield, New Jersey 07081

Site Name: Lake Dallas TX535

### **Memorandum of Option and Ground Lease Agreement**

This Memorandum of Option and Ground Lease Agreement (“Memorandum”) evidences that a lease (“Lease”) was made and entered into by written Option and Ground Lease Agreement dated \_\_\_\_\_, 20\_\_, between Lake Dallas Independent School District (“Lessor”) and DIAMOND TOWERS V LLC, a Delaware limited liability company (“Lessee”), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a 2,500 square foot parcel (“Site”) on the parent tract described in Exhibit “A” attached hereto and located at 401 Main Street, Lake Dallas, TX 75065, Parcel ID: R66412. The Site is described in Exhibit “B” attached hereto. The Lessor also grants easements (“Easements”) for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit “C” attached hereto. The term of the Lease and the Easements are for ten (10) years commencing on the Commencement Date, as defined in the Lease, which term is subject to five (5) additional five (5) year extension periods by the Lessee.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

{Signatures on following page(s)}



**LESSEE:**

DIAMOND TOWERS V LLC, a Delaware  
limited liability company

\_\_\_\_\_  
Name: Michael G. Brett  
Title: COO

STATE OF NEW JERSEY            )  
  ) ss:  
COUNTY OF UNION                )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 before me, the subscriber, a person authorized to take oaths in the State of New Jersey, personally appeared Michael G. Brett who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the person(s) named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A" TO MEMORANDUM**

Legal Description of parent parcel

\*Note: to be replaced by As-Built Survey

**EXHIBIT “B” TO MEMORANDUM**

Legal Description of Site

\*Note: to be replaced by As-Built Survey

**EXHIBIT “C” TO MEMORANDUM**

Access and Utilities Easements

\*Note: to be replaced by As-Built Survey

## OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 202\_\_\_, by and between Lake Dallas Independent School District (“Optionor”) and DIAMOND TOWERS V LLC, a Delaware limited liability company (“Optionee”).

### I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option (“Option”) to lease a certain parcel of real property, located at 401 Main Street, Lake Dallas, TX 75065, Parcel ID: R66412, more particularly described on Exhibit “A”, and survey or site plan shown on Exhibit “A-1”, attached hereto (“Leased Premises”); together with an easement, or easements, for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit “B” attached hereto (“Easement”). Optionor agrees and acknowledges the Optionee may, at Optionee’s sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement, and that the legal description of the Leased Premises and the Easement, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement.

2. Option Initial Term. The initial term of this Option shall be for twenty-four (24) months from the Effective Date (“Option Initial Term”).

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be Two Thousand and 00/100 Dollars (\$2,000.00) (“Option Consideration”).

4. Extension of Option. This Option can be extended at the discretion of Optionee for two (2) additional periods of twelve (12) months (“Option Renewal Terms”) by Optionee paying to Optionor the additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) prior to the expiration of the Option Initial Term or any Option Renewal Term. No more than two (2) total Optional Renewal Terms will be allowed hereunder unless agreed to by Optionor in writing. The Option Initial Term and all Option Renewal Terms shall hereinafter be referred to collectively as the “Option Term.”

5. Optionor’s Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that, as of the date of this Agreement:

(a) To the knowledge of Optionor, without duty of inquiry or conducting a title search, Optionor has good title to the Leased Premises and the Easement;

(b) To the knowledge of Optionor, Optionor has the authority to enter into and be bound by the terms of this Option;

(c) To the knowledge of Optionor, there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises; and

(d) To the knowledge of Optionor, the Leased Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, subject to Optionor's retention of its authority to manage and control its governmental owned property and use the Leased Premises when required for Optionor's public purposes during the Option Term, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement at any time after the Effective Date, upon at least seventy two (72) hours prior written notice to Optionor, to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement in conducting these activities, and shall comply with all Optionor safety, security, and access protocols and requirements. Notwithstanding any provision to the contrary contained in this Agreement, Optionee shall not have the right to undertake any subsurface environmental testing on the Leased Premises without the prior written consent of Optionor, which consent may be withheld in the sole discretion of Optionor. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement from the title insurance company of its choice. Optionor shall, at its option, remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to insure or mortgage the leasehold interest or, if Optionee will not accept any survey or title defects, Optionee may declare this Option to be void and of no further effect in which case there shall be no further liability on the part of Optionee to Optionor.

7. Further Acts. Optionor shall cooperate with Optionee's reasonable requests in executing documents as may be necessary to establish Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement and to take such action as may reasonably be required to effect the intent of this Option, at the sole cost and expense of Optionee. Notwithstanding the foregoing, Optionee shall have no obligation to pay Optionor's legal fees associated with such actions. Optionee shall be responsible for the filing of any applications with federal, state and local governmental authorities which applications relate to Optionee's Intended Use of the Leased Premises including but not limited to land use and zoning applications. To the extent applications may require Optionor approval, inclusion, or submission,

Optionee shall provide such applications to Optionor for review and approval with reasonable and sufficient time (which shall be no less than ten (10) Optionor business days) to review.

8. Assignment of Option. This Option may be sold, assigned or transferred at any time by Optionee upon the written consent of Optionor, which consent shall not be unreasonably withheld, conditioned, or delayed, with respect to any assignment of this Agreement by Optionee. The parties agree and acknowledge that consent may be withheld if Assignee is unwilling or unable to assume all obligations of Optionee. Upon written approval of Optionor to such sale, assignment or transfer, and the completion of such sale, assignment, or transfer, Optionee shall be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action. Notwithstanding the foregoing, Optionee may assign this Option to an Affiliate, as hereinafter defined, of Optionee without Optionor's consent, provided that such Assignee assumes in writing all obligations of Optionee under this Agreement, and is financially capable of performing such obligations. Any assignment that does not strictly comply with the foregoing shall be void, and Optionee shall remain jointly and severally liable for all obligations under this Agreement. Optionee shall provide written notice to Optionor of such Affiliate assignment.

9. Change in Status or Property. If during the Option Term, or during the Term, if the Option is exercised, Optionor/Lessor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Lessor's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Optionor/Lessor shall immediately notify Optionee/Lessee in writing. Optionor/Lessor agrees that during the Option Term, or during the Term if the Option is exercised, Optionor/Lessor shall not initiate or consent to any change in the zoning of the Premises which would adversely impact the zoning status of the Tower, the property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Optionee/Lessee from using the Premises for the Intended Use, as further defined herein, unless such change is determined, in Optionor's sole discretion, to be necessary for its own use of property for its governmental/public purposes. Any and all terms and conditions of the Agreement that by sense or context are intended to be applicable during the Option Term shall be so applicable.

## **II. GROUND LEASE AGREEMENT**

10. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the following lease provisions ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure or towers, associated antennas, equipment shelters or cabinets, buildings, fencing and

related facilities and activities (“Intended Use”). Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's Intended Use of the Leased Premises (the “Governmental Approval”). Lessee shall prepare, execute and file all required applications to obtain Governmental Approval for the Intended Use. Lessor agrees to reasonably assist Lessee with such applications and with obtaining and maintaining Government Approvals. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease. In the event Lessee desires to modify or upgrade the Tower Facilities, as further defined herein, in a manner that requires an additional portion of the property (the “Additional Premises”) for such modification or upgrade, Lessee shall notify Lessor such that the parties may seek to negotiate a Lease for Additional Premises, as may be available and appropriate, upon the same terms and conditions set forth herein, except that Rent, as further defined herein, shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then current per square foot rental rate charge by Lessor to Lessee times the square footage of the Additional Premises. Nothing herein shall be deemed to require Lessor to lease Additional Premises or to guaranty the availability of any property not within the Leased Premises for lease.

12. Legal Compliance. Lessee will comply with and abide by all federal, state, and local laws and regulations in its performance under this Lease and its use and activities on the Leased Premises, Easement, or other Lessor property, including, but not limited to, obtaining, at its sole expense, all licenses, permits, or regulatory or governmental approvals that may be required. Lessee shall further require the same compliance by its contractors, licensees, or sublessees in all agreements. Lessee shall defend, indemnify, and hold harmless Lessor for any claims, suits, actions, liability, loss, or damage arising out of any noncompliance by Lessee, its employees, agents, contractors, licensees and sublicensees.

13. Initial Term. The term of this Lease shall be ten (10) years commencing on the Commencement Date, as that term is defined in Section 10 above, and terminating on the tenth (10th) anniversary of the Commencement Date (“Initial Term”).

14. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each a “Renewal Term”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. If Lessee remains in possession of the Leased Premises after the termination of this Agreement, then Lessee shall be deemed to be occupying the Leased Premises on a month to month basis (“Holdover Term”), subject to the terms and conditions of this Agreement. Hereinafter, the Initial Term, any Renewal Term and any Holdover Term may be collectively referred to as the “Term.”

15. Rent. Commencing on the first day of the calendar month following the date that Lessee commences construction on the Leased Premises (“Rent Commencement Date”), during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent (“Rent”) provided in the Rent Schedule attached hereto as Exhibit “C”, which shall be

deemed to include any applicable state, county or local sales or use tax from which Lessor is not exempt. It shall be the sole responsibility of the Lessor to remit payment of any applicable state, county or local sales or use tax related to the Rent from which Lessor is not exempt to the appropriate taxing authority. Nothing herein shall be deemed to impose on Lessor the obligation to pay taxes from which it is exempt. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice in writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all advance Rent paid to Lessor with respect to the period after the Termination Date shall be refunded to Lessee.

16. Lessor's Representations and Warranties. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement and without duty of inquiry, there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will materially interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement, the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

17. Conditions Subsequent. Lessee represents that it has exercised due diligence in its review of the Leased Premises to determine that its Intended Use is not actually or constructively prohibited by any laws, rules, or regulations. In the event that, despite Lessee's exercise of due diligence, Lessee's Intended Use of the Leased Premises becomes actually or constructively prohibited through no fault of Lessee or the Leased Premises becomes, in Lessee's commercially reasonable opinion, unacceptable to Lessee, then Lessee shall have the right to terminate this Lease. In the event that Lessee terminates solely due to its opinion that the Leased Premises are unacceptable, but the Intended Use is not actually or constructively prohibited, Lessee shall pay Lessor a termination fee of two (2) months' Rent.

18. Interference Lessee represents that, prior to entering into this Agreement, it has exercised due diligence in reviewing the Leased Premises and existing use of property adjacent to the Leased Premises to reasonably determine that it is appropriate for the Intended Use without interference. In the event a subsequent change of use by Lessor, its lessees, licensees, invitees, or agents to any portion of adjacent real property owned by Lessor materially interferes with the wireless communications operation of Lessee, any such interference extending for more than forty-eight (48) hours may be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to take commercially reasonable action, to the extent permitted by law, to terminate said interference. Prior to Lessee exercising any rights under this Agreement regarding interference, Lessee agrees to notify Lessor of the interference and work with Lessor in good faith to promptly determine the source of interference and reasonable options to rectify the interference. Further, upon Lessor providing Lessee advanced notice of any anticipated or potential changes on Lessor's adjacent property, Lessee agrees to work with Lessor in good faith to determine in advance any potential areas of interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights

that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Except where may be required for Lessor's necessary governmental operations, compliance with law, or to address an emergency or critical situation, Lessor will not grant after the Effective Date, a lease, license or any other right to any third party, if it reasonably believes that the exercise of such grant may materially and adversely affect or interfere with the Tower Facilities, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate wireless cellular communications equipment within one (1) mile of the Leased Premises. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the property or Surrounding Property that causes material electronic or physical obstruction with, or degradation of, the communication signals from the Tower Facilities.

19. Improvements; Utilities, Access and Landscaping.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, tower(s), a structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinet(s) and/or shelter(s) and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and shall be fully removed, and the property restored, by Lessee upon termination of this Lease at Lessee's sole expense. Lessor shall have the right to require a decommissioning bond in favor of Lessor as security for Lessee's obligation to remove the Tower Facilities, in form and substance reasonably satisfactory to Lessor, if (i) the Lease is assigned to an entity with a net worth of less than five-million dollars (\$5,000,000) and (ii) a bond is not already required in the jurisdiction where the Leased Premises are located. Lessor grants Lessee the right, to the extent permitted by law, regulations, and local ordinance, to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs to the extent necessary to prevent interference with or falling upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee the Easement in Exhibit "B" and may, as necessary, grant additional, non-exclusive easements as agreed to by the Parties in writing in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Leased Premises is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors. If Lessee elects to utilize a small Unmanned Aircraft System ("UAS") in connection with the installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property or Leased Premises, Lessor hereby grants Lessee, or any small UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property and Leased Premises, and consents to the use of audio and video navigation and recording in connection with the use of the small UAS. Lessee must coordinate all small UAS operations with Lessor in advance and shall ensure all such operations shall only be performed by persons with a valid FAA remote pilot in command certification, or other certification or license legally required for such operations, and shall ensure safe operation and

use all necessary and reasonable efforts to limit audio and video recording to the Leased Premises, and avoid any audio or video recording of students or private property.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation (other than compensation of direct costs, if any) from Lessee or Lessee's licensee(s) or sublessee(s). Lessor may, as appropriate, execute a separate written easement to the Lessee or to the utility company providing the service, in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor and Lessee shall work to determine an appropriate easement agreeable to the Parties for Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall, as appropriate, execute an easement evidencing this right and Lessor shall use reasonable efforts to maintain access to the Easement in a free and open condition so that no material interference is caused to Lessee, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Lessor shall provide such access to the Leased Premises via the approved Easements to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week. Lessee shall provide Lessor twenty four (24) hours notice prior to accessing the Leased Premises, email acceptable. Notice shall not be required in the event of an emergency. If Lessor willfully and intentionally obstructs access granted by this Lease for reason other than casualty or compliance with law, such obstruction shall be deemed a default under the Lease and in connection with such default, in addition to any other rights or remedies available to Lessee under this Lease or at law or equity, Lessor shall pay Lessee, as liquidated damages, and not as a penalty, Five Hundred and 00/100 Dollars (\$500.00) per day in consideration of Lessee's damages until Lessor cures such default. Lessor and Lessee agree that Lessee's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth are a reasonable approximation of such damages.

(d) In the event a Governmental Approval necessary for the construction operation and/or maintenance of the Tower Facilities requires landscaping around the Tower Facilities and such required landscaping cannot be located within the Leased Premises following Lessee making all reasonable efforts and attempts to modify the Tower Facilities design to allow such required landscaping, Lessee shall notify Lessor and the Parties shall work together in good faith to determine if it is possible for Lessor to provide an easement for property outside of the

Leased Premises to satisfy any such Governmental Approval with respect to landscaping without requiring additional compensation from Lessee or Lessee's licensee(s), sublessee(s) or such similar parties. Nothing herein shall require Lessor to approve or provide an easement that interferes with Lessor's use of its property. Lessee shall be responsible for the installation and maintenance of any such landscaping contemplated by this Section.

(e) Lessee shall comply with all requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Lessee shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Leased Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Lessor and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Lessor a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the Leased Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10<sup>th</sup> day after Lessor receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Lessor may notify Lessee that the construction, alteration, or repair may not proceed.

(iv) Lessee acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

20. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any material covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences and continues efforts to cure the default within such period, the non-defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business;

(c) By Lessee for any reason upon sixty (60) day's advance written notice from Lessee to Lessor, and upon payment of a termination fee to Lessor in the amount of twelve (12) months of the then current Rent due hereunder; or

(d) By Lessor as set forth in this Section 20(d). As a governmental entity, Lessee acknowledges that, by entering into this Lease, Lessor is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Lease to interfere with the property's public purpose. After the Initial Term, to the extent Lessor's governing body determines that the Lease will no longer serve a public purpose or that the Leased Premises is required for other purposes, Lessor may, upon at least one hundred eighty (180) days' written notice to Lessee, terminate the Lease at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Lessor to use the Leased Premises for the governmental entity's own purposes after the Initial Term, Lessee agrees to work with Lessor to modify the Lease to accommodate such use or, if such accommodation is not possible, Lessor may terminate the Lease upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the Initial Term, nothing in this Agreement shall be deemed to prohibit Lessor's right and ability, as a governmental entity, to use the Leased Premises or take any action, regardless of the potential for interference with the Leased Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Lessor shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Lessor, Lessor and Lessee shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Lessor for Lessee to relocate the Tower Facilities to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Tower Facilities, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Lessee shall provide Lessor with an estimate of the cost for relocating the Tower Facilities and related carrier equipment to the proposed new location(s) ("**Estimated Relocation Cost**") for the Lessor's understanding and consideration as to how collection of rent might be impacted, and Lessee shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual cost to Lessee to relocate the Tower Facilities and related carrier equipment up to the Estimated Relocation Cost.

21. Sublessee's Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and

sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee or sublessee were the Lessee under this Lease. Lessee shall, in its agreements with such licensee(s) and sublicensee(s), ensure that the licensee(s) and sublicensee(s) are subject to all requirements under this Agreement that apply to Lessee, including regarding improvements, use of property, and access to property.

22. Taxes.

(a) Lessor, a governmental entity, is generally exempt from taxation and shall not be required under this Agreement to pay any taxes for which it is exempt. Lessee shall be responsible for (i) any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Leased Premises and as set forth in this Section and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Lessee.

(b) In the event Lessor receives a notice of assessment with respect to which taxes or assessments are imposed on Lessee's leasehold improvements on the Leased Premises, Lessor shall provide Lessee with copies of each such notice promptly upon receipt, but in no event later than 30 days after the date of such notice of assessment. Lessee shall reimburse Lessor for the tax and assessments identified on the notice of assessment on Lessee's leasehold improvements, which are paid by the Lessor. If Lessor seeks reimbursement from Lessee, Lessor shall, no later than 30 days after Lessor's payment of the taxes or assessments for the assessed tax year, provide Lessee with written notice including evidence that Lessor has timely paid same, and Lessor shall provide to Lessee any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment and reimburse Lessor.

(c) For any tax amount which Lessee is responsible for under this Lease and Agreement, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Premises. Lessor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee, to the extent the amounts were originally paid by Lessee. In the event Lessee notifies Lessor by the due date for the assessment of Lessee's intent to contest the assessment, Lessor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Lessor shall provide prior written notice to Lessee of any split by Lessor or action by Lessor to cause the tax parcel on which the Leased Premises are located to be split, bifurcated, separated or divided.

(e) Any tax related notices shall be sent to Lessee in the manner set forth in Section 30, (Notices). Promptly after the Commencement Date, upon written request of Lessee, Lessor

shall provide the address requested by Lessee to the taxing authority for the authority's use in the event the authority needs to communicate with Lessee. In the event that Lessee's tax address changes by notice to Lessor, Lessee shall provide notice to the taxing authority. If the taxing authority requires additional notice from the property owner, Lessee shall notify Lessor, and Lessor shall reasonably assist in providing Lessee's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section, Lessee shall have no obligation to additionally reimburse Lessor for any tax or assessment for which the Lessee is separately reimbursed or rebated by a third party.

(g) Lessor hereby represents and warrants that, to the best of its knowledge as of the date of this Agreement, Lessor's property on which the Leased Premises and Easement are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of Lessor's property.

23. Destruction of Premises. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to materially hinder the effective use of the Tower Facilities in Lessee's reasonable judgment, Lessee may elect within thirty (30) days of such damage/destruction to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor in writing. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of completion of the removal of the Tower Facilities by Lessee as required by this Agreement, and Lessee shall be entitled to reimbursement of any Rent prepaid by the Lessee for the period beyond that date.

24. Condemnation. If a condemning authority takes all of the Leased Premises, or a portion sufficient in Lessee's determination to render the Leased Premises, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Section.

25. Casualty. Each Party shall provide notice to the other Party of any casualty or other harm affecting the property within twenty-four (24) hours of discovery or notice of the casualty or other harm. If any part of the Tower Facilities or the property is materially damaged by casualty or other harm, through no fault of Lessee, as to render the Leased Premises unsuitable, in Lessee's reasonable determination, then Lessee may elect within thirty (30) days of the date of the casualty or other harm to terminate the Lease and Agreement by providing written notice to Lessor, which termination will be effective as of the date of the notice. Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities on the property, but only until such time as Lessee is able to activate a replacement transmission facility at another location and only to the extent permitted by law and only to the extent such temporary facilities do not impede or interfere with Lessor any more than the Tower Facilities.

Notwithstanding the termination of this Lease and Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. Lessee shall be fully responsible, including obtaining insurance coverage, for its own protection from losses for any damages to Tower Facilities, and Lessor shall not directly or through insurance be liable for any loss to Tower Facilities unless caused by willful act or gross negligence of Lessor and, in such event, only to the extent permitted by law. If Lessor or Lessee undertakes to rebuild or restore the Leased Premises and/or the Tower Facilities, as applicable, Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities which do not impede or interfere with Lessor any more than the Tower Facilities on the property at no additional Rent until the reconstruction of the Leased Premises and/or the Tower Facilities is completed. If Lessor determines not to rebuild or restore the property, Lessor will notify Lessee of such determination within sixty (60) days after discovery or notice of the casualty or other harm. Lessor agrees that the Rent shall be abated until the property and/or the Leased Premises are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the property.

26. Insurance. Lessee shall purchase and maintain in full force and effect, throughout the Initial Term and any Renewal Term, commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall include Lessor as an additional insured. Lessee shall require all of its contractors and subcontractors to maintain General Liability Insurance coverage in an amount equal to that specified herein.

27. Indemnification. In addition to, and without limiting, any other indemnification obligations in this Agreement, Lessee will defend, indemnify, and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Lessee or its agents, employees, contractors, invitees, licensees, or sublessees on Lessor's property; and (b) Lessee's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Lessor's negligence or willful misconduct.

28. Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of

this Lease, Lessee shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. Notwithstanding the foregoing, Lessee, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Leased Premises and such installation shall not be a violation of this Section. Lessee shall comply, and require all agents, employees, business invitees, contractors, licenses, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. The foregoing indemnity shall survive any termination of this Lease.

29. Lessor's Environmental Representation. Lessor represents and warrants, to its knowledge, without duty of inquiry, that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. The foregoing representations shall survive any termination of this Lease.

30. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if sent by a nationally recognized courier, or certified mail, return receipt requested, to the following address:

If to Lessor, to:

Lake Dallas Independent School District  
104 Swisher Rd  
Lake Dallas, TX 75065  
Attn: \_\_\_\_\_

If to Lessee, to:

Diamond Towers V LLC  
120 Mountain Avenue  
Springfield, New Jersey 07081  
Attention: Legal Department

31. Title and Quiet Enjoyment. Lessor represents, to its knowledge and without duty of inquiry, that (i) it has good fee simple title to the Leased Premises and the Easement; and (ii)

the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease. This Lease shall be an estate for years and not a usufruct. Lessor shall not knowingly use, nor shall Lessor knowingly permit its lessees, licensees, invitees, or agents to use any adjacent property owned or controlled by Lessor in any way which materially interferes with operations of Lessee. Such interference may be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

32. Subordination and Non-Disturbance. To the extent applicable, this Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this Section. In the event the Leased Premises are encumbered by a Mortgage on or after the Commencement Date, Lessor, no later than ten (10) days after the Option has been exercised, shall use commercially reasonable efforts to obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

33. Condition of Leased Premises. Lessee acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Lessee accepts the Premises in their present condition, "AS IS, WITH ALL FAULTS, IF ANY. AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," other than the warranty of quiet enjoyment, specifically without limiting the generality of the foregoing, Lessee accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purpose or developmental potential.

34. WAIVER OF CONSUMER RIGHTS UNDER DTPA. AS A MATERIAL CONSIDERATION FOR LESSOR'S ENTERING INTO THIS AGREEMENT, LESSEE HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

35. Assignments and Subleases. Except as provided in this Section, Lessee may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Leased Premises. Notwithstanding the foregoing, if an event of default has not occurred and is

continuing, Lessee may, upon written notice to Lessor, (i) sublease space on the Tower Facilities and within the Leased Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars (\$15,000,000.00) and (c) assumes in writing the obligations of Lessee under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a lean or mortgage on Lessor's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Lessee to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Lessor shall be null and void.

36. Successors and Assigns. This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

37. Waiver of Lessor's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessor consents to Lessee's right to remove all or any portion of the Tower Facilities from time to time in Lessee's sole discretion and without Lessor's consent.

38. Waiver of Incidental and Consequential Damages. To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

39. Lessee's Exclusivity. To the extent permitted by law and without relinquishing Lessor's right to control use of its properties as may be required for its own and public purposes as further delineated herein, Lessor agrees not to lease any of Lessor's property within a radius of three (3) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee. For the avoidance of doubt, nothing in this Agreement shall be interpreted to restrict Lessor's use of its own property for its own governmental, educational, or public purposes.

40. Removal of Personal Property. On or after the Termination Date, Lessee shall, at its sole cost and expense, remove the Tower and all other personal property and improvements which Lessee or Lessee's licensees, sublessees, agents, or contractors has installed or otherwise

located on the Leased Premises. Lessee shall reasonably restore the Leased Premises to its original condition within sixty (60) days and shall continue to pay Rent as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Leased Premises within the required time, such items shall be deemed abandoned, and Lessor shall be entitled to remove the remaining items and invoice Lessee for all actual costs of doing so and Lessee shall remit payment of such invoice to Lessor within thirty (30) days of receipt.

41. Rental Stream Offer. If at any time after the date this Agreement, Lessor receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement (“Rental Stream Offer”), Lessor shall promptly notify Lessee and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Lessee with a copy of the Rental Stream Offer. To the extent permitted by law, Lessee shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Lessor agrees to consider any such offer from Lessee in good faith. However, Lessee acknowledges and agrees that nothing herein shall obligate Lessor to consider or approve any Rental Stream Offer, including that of Lessee, and any contract shall be subject to Lessor’s determination of best value, requirements of law, and approval of Lessor’s governing body.

42. Estoppels. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Lease to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

43. Memorandum/Short Form. Contemporaneously with the execution of this Agreement, Lessor and Lessee shall execute a recordable Memorandum of Lease (“Memorandum”) substantially in the form attached hereto as Exhibit “D”. The Memorandum shall set forth a description of the Leased Premises, the Easement, the name and addresses of Lessor and Lessee, the duration of the Initial Term and the Renewal Term(s) of this Lease, and any other provision that either party may request, except for the rental provisions. Lessee may record this Memorandum at any time during the Term, in its absolute discretion.

44. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Lessor and Lessee.

(c) Lessor agrees to cooperate with Lessee in any reasonable request to execute documents necessary to protect Lessee's rights under this Agreement or Lessee's use of the Leased Premises, and to take any further action which may reasonably be required as to effect the intent of this Agreement.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) Whenever under this Agreement the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner; provided, however, that nothing herein shall (i) limit or restrict Lessor's authority to act in its governmental capacity or to comply with applicable law, or (ii) require approval of its governing body other than in accordance with applicable law or board policy.

(g) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessee acknowledges that Lessor is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Lessee asserts any of its information is confidential or proprietary, Lessee must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Lessor from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act

(i) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement shall be effective on the date of execution of the last signatory below (“Effective Date”).

**LESSOR:**

Lake Dallas Independent School District

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**LESSEE:**

Diamond Towers V LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Name: Michael G. Brett

Title: COO

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

**EXHIBIT “A”**

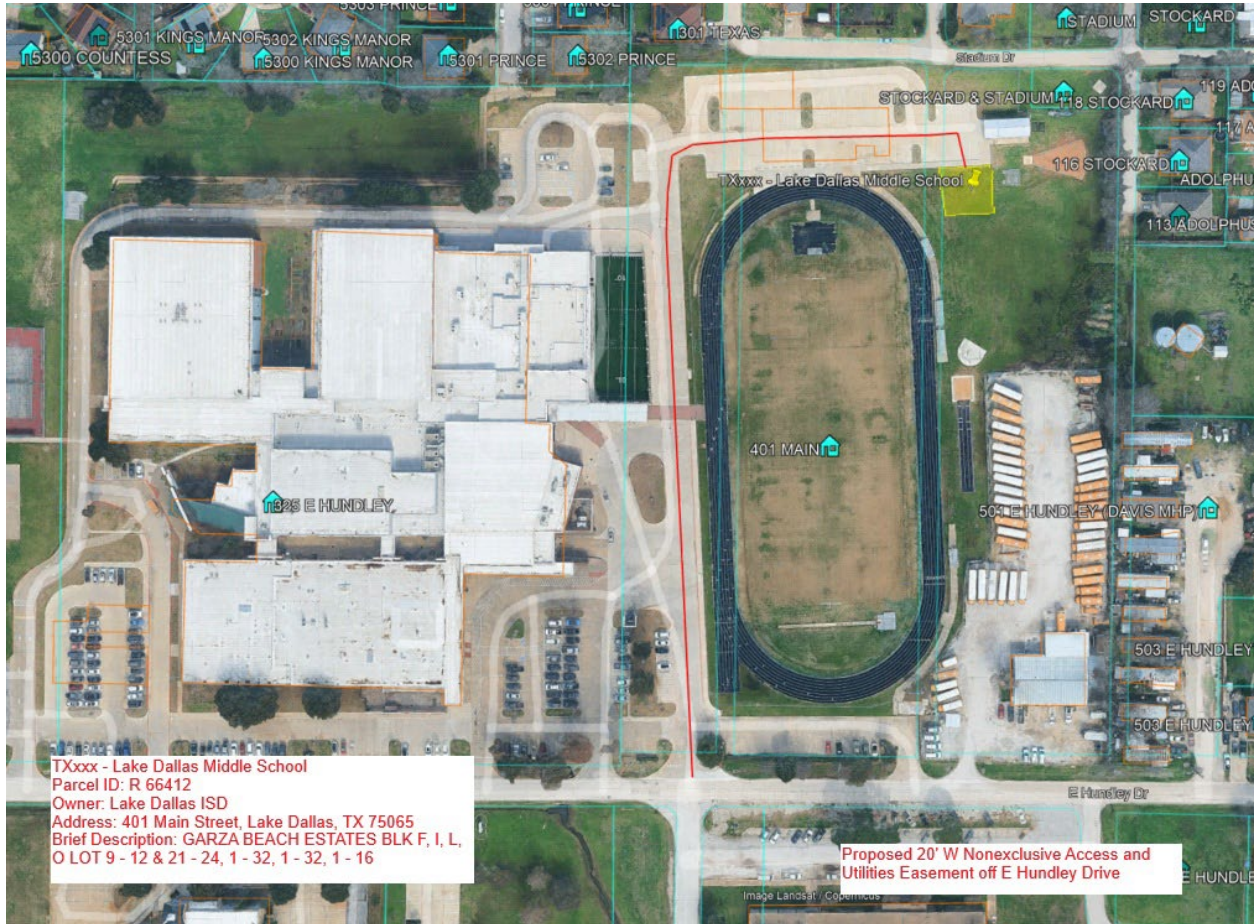
Description of Real Property

A 50 ft. x 50 ft. parcel located within the following parcel:

\*Note: to be replaced by As-Built Survey

## EXHIBIT "A-1"

Site Sketch (to be replaced by survey)



\*Note: to be replaced by As-Built Survey

**EXHIBIT “B”**

Easement  
Legal Description

\*Note: to be replaced by As-Built Survey

## **EXHIBIT “C”**

### **Rent Schedule**

Lessee shall pay Lessor, on or before the fifteenth (15<sup>th</sup>) day of each calendar month, Percentage Rent equal to thirty percent (30%) of Gross Receipts from the first and second Carrier subleases and forty percent (40%) of Gross Receipts from each additional Carrier sublease after two (2), actually received in the immediately preceding month. All payments shall be made by check or electronic transfer to an account designated by Lessor. Payments received by Lessee but not paid to Lessor in accordance with this agreement shall be considered late and shall bear interest at the maximum rate permitted by Texas law.

“Carrier” means a licensed FCC wireless carrier or its network operator sublessee.

“Gross Receipts” means all rents, licenses, and other fees actually received by Lessee from Tenants on the Tower Facilities for the applicable month, excluding only third-party reimbursements for utilities, taxes, capital contributions, structure modifications, and similar pass-through expenses. Lessee shall not deduct its own operating costs or overhead from Gross Receipts. Lessee shall provide Lessor with copies of all sublease agreements and monthly statements showing Gross Receipts calculations within ten (10) days of Lessor's written request.

**EXHIBIT "D"**

Prepared by:  
Legal Department  
Diamond Towers V LLC  
120 Mountain Ave.  
Springfield, New Jersey 07081

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

**Memorandum of Option and Ground Lease Agreement**

This Memorandum of Option and Ground Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by written Option and Ground Lease Agreement dated \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ ("Lessor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a \_\_\_\_\_ ft. x \_\_\_\_\_ ft. parcel ("Site") on the parent tract described in Exhibit "A" attached hereto and located at \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_. The Site is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Easements") for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Easements are for \_\_\_ ( ) years commencing on the Commencement Date, as defined in the Lease, which term is subject to \_\_\_\_\_ ( ) additional \_\_\_ ( ) year extension periods by the Lessee.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

**LESSOR:**

\_\_\_\_\_

By: Exhibit Only - Do not Sign

**LESSEE:**

DIAMOND TOWERS V LLC, a Delaware limited liability company

Exhibit Only - Do not Sign

**\* Final Memorandum will have appropriate state notary blocks.**

**EXHIBIT “A” TO MEMORANDUM**

Legal Description of parent parcel

**Exhibit Only**

**EXHIBIT “B” TO MEMORANDUM**

Legal Description of Site

**Exhibit Only**

**EXHIBIT “C” TO MEMORANDUM**

Access and Utilities Easements

**Exhibit Only**

May 11- June 22, 2026



# UPCOMING EVENTS

*Lake Dallas Independent School District*

EVENT	DATE	TIME	LOCATION
<b>May</b>			
Board of Trustees Meeting	11	5:30 PM	LDISD Central Services
LDISD K & 1st Field Day	12	9:00 AM	LDISD Indoor Facility
LDISD Retirement Reception	12	4:03 PM	LDISD Events Center
LDMS Academic Awards	12	6:00 PM	LDMS
LDISD 2nd & 3rd Field Day	13	9:00 AM	LDISD Indoor Facility
Lake Cities Chamber Luncheon	13	11:30 AM	Global Spheres
LDHS Academic Banquet	13	6:00 PM	LDHS
LDISD 4th & 5th Field Day	14	9:00 AM	LDISD Indoor Facility
LCEF Scholarship Reception	14	6:00 PM	LDISD Events Center
LDE Leadership Assembly	15	8:00 AM	LDE
SSE Leadership Assembly	15	8:10 AM	SSE
LDMS School Picnic and Pep Rally	15	8:30 AM	LDMS
SSE PreK and Kinder Splash Day	15	1:00 PM	SSE
Falcon Band Music Festival	16	9:00 AM	LDHS
LDHS Senior Walk @ Elementary and LDMS	18	9:30 AM	
SSE 2nd Grade Art Show	18	2:00 PM	SSE
LDE PreK 4 Move Up Ceremony	19	8:15 AM	LDE
CE Club Showcase	19	8:30 AM	CE
Rose Cutting Ceremony	19	6:00 PM	LDHS
LDE 5th Grade Celebration	20	8:30 AM	LDE

CE PreK 4 Graduation	20	8:30 AM	CE
SSE Pre K Move Up	20	8:30 AM	SSE
LDHS Class of 2026 Graduation	20	3:30 PM	UNT
SSE 5th Grade Ceremony	21	8:30 AM	SSE
CE 5th Grade Living Museum	21	9:00 AM	CE
LDISD Employee End of Year Celebration	21	12:00 PM	LDHS Gym
CE 5th Grade Celebration	22	8:30 AM	CE

<b>June</b>			
Board Workshop	1	5:30 PM	LDISD Central Services
LCEF Golf Tournament	5	8:00 AM	Cowboys Golf Club
LDISD Board of Trustees Meeting	22	5:30 PM	LDISD Central Services