

## Regular Meeting

Monday, February 14, 2022 5:30 PM

L.F. Raynes Education, 400 West Lewis St., Crandall, TX 75114

### 1. Call to Order and Declaration of Quorum

### 2. Closed Session

#### 2.A. Personnel (Texas Government Code § 551.074)

2.A. Discuss hiring, resignations, terminations, and reassignments.

### 3. Open Session

### 4. Invocation, Presentation of Colors, Pledge of Allegiance and Welcome Visitors

### 5. Public Participation

### 6. Staff Recognition

### 7. Consent Items

7.A. Consider approval of the minutes of previous meetings.

**Presenter:** Mrs. Jennifer Johnson

7.B. Administrative Contract Renewals

**Presenter:** Dr. Holly Keown

### 8. Information Items

8.A. Middle School Construction Update

**Presenter:** Mr. Scott Stewart

8.B. Doctorate Incentive Program

**Presenter:** Dr. Holly Keown

8.C. Education Foundation Update

**Presenter:** Ms. Kimberly Bramhall

8.D. Communications Update

**Presenter:** Mr. Chris Moore

8.E. COVID Update

**Presenter:** Mrs. Christy Starrett

8.F. Dress Code Update

**Presenter:** Dr. Holly Keown

8.G. Portable Building Update

**Presenter:** Mr. Scott Stewart

### 9. Action Items

9.A. Consider and take action on an order calling a bond election in the District on May 7, 2022

**Presenter:** Mr. Chris Moore

9.B. Consider all matters incident and related to the issuance and sale of "Crandall Independent School District Unlimited Tax School Building Bonds, Series 2022", including the adoption of an order authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds

**Presenter:** Mr. Mike White

9.C. Consider all matters incident and related to the adoption of

**Presenter:** Mr. Mike White

a resolution expressing official intent to reimburse costs of projects

9.D. Compensation Plan

**Presenter:** Dr. Holly Keown

9.E. Grow Your Own Program

**Presenter:** Dr. Holly Keown

9.F. CEF Grant Check Approval

**Presenter:** Ms. Kimberly Bramhall

10. **Financial Report**

11. **Adjournment**

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Board Secretary



## **Crandall Independent School District Board of Trustees**

<b>Board Meeting Date:</b>	February 14, 2022
<b>Agenda Item:</b>	Minutes from previous Board Meetings
<b>Agenda Section:</b>	Consent
<b>Administrator Responsible:</b>	Jennifer Johnson

**Summary/Background Information:** Minutes recorded on January 24, 2022, Regular Board Meeting.

**Administrative Recommendation:** Administration recommends approval of minutes listed above.

## **Minutes of Regular Meeting The Board of Trustees Crandall ISD**

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A Regular Meeting of the Board of Trustees of Crandall ISD was held Monday, January 24, 2022, beginning at 5:30 PM in the Board Room, L.F. Raynes Education Center, 400 W. Lewis St., Crandall.

### **CALL TO ORDER AND DECLARATION OF QUORUM**

Board Members Present: Rick Harrell, Mike Wood, Jennifer Hiser, Amy Barber (via Zoom), Dr. Sharon Long, Stacie Warren

### **CLOSED SESSION TIME: 5:33 PM**

Texas Government Code Section 551.074

- Personnel
- Superintendent's Evaluation & Contract

### **OPEN SESSION: 7:03 PM**

Invocation, Presentation of Colors, Pledge of Allegiance and Welcome Visitors

Staff Members Present: Holly Keown, AJ Murry, Mike White, Christy Starrett, Chris Moore, Carri Eddy, Scott Stewart, Kimberly Bramhall, Jennifer Johnson

### **PUBLIC PARTICIPATION**

No public participation this meeting.

### **SCHOOL BOARD APPRECIATION**

Mr. Chris Moore shared some highlights of the year and thanked the School Board members for their hard work. The CHS Jazz band performed. Then a 2<sup>nd</sup> grade choir performed.

### **CONSENT ITEMS**

The following consent items were reviewed.

- A. Consider approval of the minutes of previous meetings  
Minutes from Regular Board Meeting, Dec. 13, 2021
- B. Budget Amendment #2  
Administration recommends the approval of Budget Amendment #2.
- C. Approval of Architecture Contract with WRA Architects  
Administration recommends approval of the attached contract.

Motion was made by Mike Wood and seconded by Jennifer Hiser to approve consent items.  
Motion passed 6-0.

### **INFORMATION ITEMS**

TAPR Report

Presenter: Dr. Anjanette Murry

Notes: Public hearing. Copies of the TAPR Reports for the district and each campus were shown.

President Harrell opened the Public Hearing. Dr. Murry reviewed the data. The average dollar amount schools in Texas receive per student is \$10,811. Crandall ISD receives \$9,772 per student.

Dr. Murry asked if there were any public comments regarding the TAPR Hearing.

The Board expressed their concern over the learning loss during recent STAAR testing. Dr. Murry stated more information would be presented on Learning Loss later in the Board Meeting.

The Public Hearing was closed.

#### Middle School Construction Update

Presenter: Scott Stewart and WRA Gallagher

Notes: Reviewed monthly project update on CISD's new Middle School.

#### Long-Range Facilities Planning Committee Update

Presenter: Chris Moore

Notes: At the last planning meeting the Long-Range Facilities Planning Committee voted unanimously to send a recommendation to the CISD school board for a \$400 million bond proposal.

The 3 chair members spoke to the board regarding their experience throughout the Planning Committee and their confidence in the recommendation the committee voted for. One of the main points addressed was that CISD has the opportunity to pass a \$400 million bond with no tax increase. This has never happened before, and it may never happen again. This is the time to make this move to provide for our students.

The Board will make a formal vote at the February 14, 2022 Regular Board Meeting.

#### Elementary Schematic Design

Presenter: Scott Stewart and Jason Oswald

Notes: Viewed the current schematic design for Elementary School #6.

#### Change in Compensation Plan

Presenter: Dr. Holly Keown

Notes: Update on 22-23 Compensation Plan and Update Pay for Paraprofessionals.

After a TASB student, paygrade 1 and 2 paraprofessionals were found to be 3% below market in the midpoint range and many paras were deciding to continue to be a sub because it was essentially paying more. Substitute pay and Supplemental pay was also examined. An official proposal will be presented at the next Board Meeting.

#### Grow Your Own Teachers Program

Presenter: Dr. Holly Keown

Notes: CISD has 3 pathways for growing teachers from within.

The district found the TX A & M Commerce program, Pride Pathway that helps people earn their degree to become teachers in as little as 18 months. The entire program is online.

#### Learning Loss Update

Presenter: Dr. Carri Eddy

Notes: TEA has reported that overall, students statewide experienced learning loss based on expected STAAR outcomes versus actual STAAR outcomes during the 20-21 school year. The learning loss update discusses data points, student and staff supports, and future plans to continue to address learning loss in CISD.

#### CISD Education Foundation Monthly Update

Presenter: Kimberly Bramhall

Notes: CISD Education Foundation monthly update - December.

CEF hosted 3 grant workshops during Professional Development week. The grant window is open through January 31. They are receiving a good number of sponsors for the Gala on April 2, 2022.

#### CISD Communications Update

Presenter: Chris Moore

Notes: Highlights from the month's accomplishments by CISD students and staff.

Spotlighted were TEA Commissioner Mike Morath's visit to CISD, the CHS cheer team's third-consecutive state title, and Noble Reed Elementary's student who claimed the district spelling bee. The student will go on to advance to the Dallas Regional competition, representing Kaufman County.

#### COVID Update

Presenter: Christy Starrett

Notes: Updated information regarding COVID-19.

The possibility of running out of COVID test kits by the end of the week if new shipments are not received was discussed. The district is making contact with any sources they can find to receive more test kits.

### **ACTION ITEMS**

#### Annual Financial Audit Report

Presenter: Mike White

Administration recommends that the Board approve the Annual Financial Report for the fiscal year ended August 31, 2021.

The auditor presented his findings. He believes the district is in good financial health with healthy fund balances.

A motion was made by Mike Wood and seconded by Jennifer Hiser to approve the Annual Financial Report for the fiscal year ended August 31, 2021. Motion passed 6-0.

Purchase of Real Property

Presenter: Scott Stewart

Administration asks for Board Member's vote to approve the purchase of Real Property located in Crandall, TX.

Motion was made by Sharon Long and seconded by Jennifer Hiser to approve the resolution to purchase the building as presented. Motion passed 6-0.

Discussion of Kaufman County Hazard Mitigation Plan

Presenter: Keith Chapman

Administration recommends voting in favor of the Resolution for CISD's approval of the Kaufman County Hazard Mitigation Plan.

Motion was made by Mike Wood and seconded by Jennifer Hiser to approve the resolution of the Kaufman County Hazard Mitigation Plan. Motion passed 6-0.

**MONTHLY FINANCIALS**

Presenter: Mike White

Notes: Mike White reviews the following:

- Statement of Revenues, Expenditures, and Changes in Fund Balance
- Tax Collection Report
- Monthly Investment Report

**CLOSED SESSION: 9:47 PM**

Board returned to Executive Session to discuss Superintendent's Annual Evaluation and Contract. Texas Government Code Section 551.074

- Personnel
- Superintendent's Evaluation & Contract

The Board reconvened from Executive Session at 12:30 AM, January 25, 2022.

Motion was made by Dr. Sharon Long and seconded by Jennifer Hiser to extend the superintendent's contract. Motion passed 6-0.

**ADJOURNMENT TIME: 12:44 AM, January 25, 2022**

Approved as submitted on February 14, 2021

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Rick Harrell, President

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Jennifer Hiser, Secretary



## **Crandall Independent School District Board of Trustees**

<b>Board Meeting Date:</b>	February 14, 2022
<b>Agenda Item:</b>	Administrative Contract Renewals
<b>Agenda Section:</b>	Consent
<b>Administrator Responsible:</b>	Dr. Holly Keown

**Summary/Background Information:** Administrative contract recommendations for the 2022-2023 were reviewed.

**Administrative Recommendation:** Administration recommends renewal of the 2022-2023 administrative contracts as presented.



**Crandall Independent School District**  
**Board of Trustees**

**Board Meeting Date:** February 14, 2022

**Agenda Item:** Middle School Construction Update

**Agenda Section:** Information

**Administrator Responsible:** Scott Stewart

**Summary/Background Information:** Monthly project update on CISD new Middle School.

**Administrative Recommendation:** For your information.



# Crandall ISD New Middle School

## Monthly Project Update

Location: January School Board Meeting

Date: January 24, 2021

Time: 7:00 pm

## Recent and Near-term Timeline

- 12/28 Auditorium and Locker Room dried in
- 01/03 Prep for concrete at Tennis Courts begins
- 01/14 Helicopter flies A/C Units on Roof
- 01/25 Skylight installation begins
- 01/28 Pull fiber into MDF for internet connectivity
- 02/16 Begin metal panel installation
- 02/23 Heat on in Classroom Wing and Practice Gym

## Municipal Topics

- None at this time

## Value Analysis

- Technology
  - Fiber will be pulled into the MDF on 1/28
  - Equipment is scheduled to begin arriving the end of the month
- Fixtures, Furniture and Equipment (FF&E)
  - Coordinated with staff to make the Practice Gym usable for staging stored materials
  - Implemented changes requested by the Athletic Director to accommodate track timing equipment
  - Reviewed Fine Arts AV plans and made adjustments to align with their needs
- Materials Delivery
  - All fire sprinkler material is at the project
  - Main switchgear is on site
  - Motors for the Skyfold doors have been delivered
  - Most A/V equipment has been received
  - Light fixtures are being delivered regularly



# Crandall ISD New Middle School

## Additional Consultants

- None recommended at this time



## **Crandall Independent School District Board of Trustees**

**Board Meeting Date:** February 14, 2022

**Agenda Item:** Doctorate Incentive Program

**Agenda Section:** Information

**Administrator Responsible:** Dr. Holly Keown

**Summary/Background Information:** Attached is the proposal for financial support for CISD participants in the Texas Tech Doctoral program.

**Administrative Recommendation:** For your information.



# Support for CISD Cohort Doctorate Program Proposal

February 14, 2022

## Texas Tech College of Education Doctoral Program

### Program Overview

The Ed.D. in Educational Leadership is designed to prepare executive school leaders who can identify and implement research-based solutions to high-leverage problems of practice within a PreK-12 school district context with a focus on school improvement. In a sequence of decided courses concluding with a problem of practice dissertation, students will deepen their abilities to lead instructional change, identify problems of practice, and implement interventions in CISD to improve student achievement.

### Details

- For current CISD professionals wanting to earn their doctorate
- Dedicated time to complete course work to support growth and development to help grow them in the current and future
- 60 Hour program
  - 48 hours of coursework
  - 12 credits for dissertation research
- January 2022 cohort
- 3 ½ year program
- Fully online
- Superintendent Certification is completely integrated into the program

## Option One

District Partial Support of 48 hours	CISD Support A	CISD Support B
Cost of Program Average Cost \$3000 per semester (six hours)	<b>\$1500 per semester</b>	<b>\$1000 per semester</b>
Yearly Cost per employee (24 hours)	<b>\$6000 per year</b>	<b>\$4000 per year</b>
Total Cost for 8 semesters (48 hours)	<b>\$12,000 per year</b>	<b>\$8000 per year</b>
Total Cost for CISD Cohort(6 employees) completing 48 hours over two years.	<b>\$72,000 total</b>	<b>\$64,000 total</b>
Yearly Cost for District Cohort	<b>\$36,000 yearly</b>	<b>\$24,000 yearly</b>

Employees would fully fund their last 12 hours (dissertation classes) of the doctoral program.

## Option Two

<b>District Partial Support of 60 hours</b>	<b>CISD Support C</b>	<b>CISD Support D</b>
Cost of Program Average Cost \$3000 per semester (six hours)	<b>\$1500 per semester</b>	<b>\$1000 per semester</b>
Yearly Cost per employee (24 hours)	<b>\$6000 per year</b>	<b>\$4,000 per year</b>
Total Cost for 10 semesters (60 hours)	<b>\$30,000 per program</b>	<b>\$20,000 per program</b>
Total Cost for Cohort One CISD (6)	<b>\$180,000 total</b>	<b>\$120,000 total</b>
Yearly Cost for CISD Cohort	<b>\$36,000 yearly</b>	<b>\$24,000 yearly</b>
Employees would receive partial support from CISD for 60 hours.		



# **Crandall Independent School District Board of Trustees**

**Board Meeting Date:**

February 14, 2022

**Agenda Item:**

CISD Education Foundation Monthly Update

**Agenda Section:**

Information

**Administrator Responsible:**

Ms. Kimberly Bramhall

**Summary/Background Information:** CISD Education Foundation monthly update.

**Administrative Recommendation:** For your information.



# Crandall Independent School District Board of Trustees

**Board Meeting Date:**

February 14, 2022

**Agenda Item:**

CISD Communication Updates

**Agenda Section:**

Information Item

**Administrator Responsible:**

Mr. Chris Moore

**Summary/Background Information:** Highlights of the month's accomplishments by CISD students and staff.

**Administrative Recommendation:** For your information.



## **Crandall Independent School District Board of Trustees**

<b>Board Meeting Date:</b>	February 14, 2022
<b>Agenda Item:</b>	COVID Update
<b>Agenda Section:</b>	Information
<b>Administrator Responsible:</b>	Christy Starrett, Assistant Superintendent

**Summary/Background Information:** Updated information regarding COVID-19

**Administrative Recommendation:** For your information.



## **Crandall Independent School District Board of Trustees**

**Board Meeting Date:** February 14, 2022

**Agenda Item:** Dress Code Report

**Agenda Section:** Information

**Administrator Responsible:** Holly Keown, Ed. D. and DeAnn Baker

**Summary/Background Information:** Attached is the Dress Code tracking document, updated to reflect data collected during the 3<sup>rd</sup> Six Weeks of school.

**Administrative Recommendation:** For your information.

## Tracking by Six Weeks

First Six Weeks																	
Campus	Enrollment	Date Span	Number of Instructional Days	Number of District Wide Out of Dress Code Days	Number of Total Referrals	Total Number of Dress Code Referrals	State Dress Code Offense (ISS or greater assigned)	Dress Code Top/ Bottom Uniform	Dress Code Bottom	Dress Code Facial Hair	Dress Code Hair Length/ Color	Dress Code ID Badge	Dress Code Piercing	Dress Code Shoes	Dress Code Top	Generic Dress Code Violation	Number of Repeat Offenders
CHS	1526	Aug 17-Sept. 21	23	4	313	142	0	20		0	0					122	33
Compass	42	Aug 17-Sept. 21	23	4	0	0	0	0		0	0					0	0
CMS	853	Aug 17-Sept. 21	23	0	113	25	2	19		0	1					3	6
Martin	646	Aug 17-Sept. 21	23	0	27	5	0	3		0	1					1	0
Wilson	575	Aug 17-Sept. 21	23	0	27	17	0	7		0	1					9	2
Walker	521	Aug 17-Sept. 21	23	0	36	32	0	0		0	0					32	1
Dietz	551	Aug 17-Sept. 21	23	0	41	18	0	17		0	0					1	0
Noble Reed	683	Aug 17-Sept. 21	23	0	32	2	1	0		0	0					1	0
<b>Total</b>	<b>5397</b>	<b>Aug 17-Sept. 21</b>	<b>23</b>	<b>4</b>	<b>589</b>	<b>238</b>	<b>0</b>	<b>66</b>		<b>0</b>	<b>3</b>					<b>169</b>	<b>42</b>
Second Six Weeks																	
Campus	Enrollment	Date Span	Number of Instructional Days	Number of District Wide Out of Dress Code Days	Number of Total Referrals	Total Number of Dress Code Referrals	State Dress Code Offense (ISS or greater assigned)	Dress Code Top/ Bottom Uniform	Dress Code Bottom	Dress Code Facial Hair	Dress Code Hair Length/ Color	Dress Code ID Badge	Dress Code Piercing	Dress Code Shoes	Dress Code Top	Generic Dress Code Violation	Number of Repeat Offenders
CHS	1530	Sept. 21-Oct. 29	26	5	493	104	0	8	28	0	0	4	0	3	1	60	13
Compass	45	Sept. 21-Oct. 29	26	5	6	6	0	0	5	0	0	0	0	0	0	1	1
CMS	855	Sept. 21-Oct. 29	26	5	453	245	4	0	15	0	2	218	1	1	4	0	62
Martin	663	Sept. 21-Oct. 29	26	5	35	1	1	0	0	0	0	0	0	0	0	0	0
Wilson	575	Sept. 21-Oct. 29	26	5	24	6	0	0	5	0	0	0	0	0	1	0	0
Walker	534	Sept. 21-Oct. 29	26	5	32	1	0	0	0	0	0	0	0	0	0	1	0
Dietz	563	Sept. 21-Oct. 29	26	5	35	3	0	3	0	0	0	0	0	0	0	0	0
Noble Reed	668	Sept. 21-Oct. 29	26	5	35	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>5433</b>	<b>Sept. 21-Oct. 29</b>	<b>26</b>	<b>5</b>	<b>1113</b>	<b>366</b>	<b>5</b>	<b>11</b>	<b>53</b>	<b>0</b>	<b>2</b>	<b>222</b>	<b>1</b>	<b>4</b>	<b>6</b>	<b>62</b>	<b>76</b>
Third Six Weeks																	
Campus	Enrollment	Date Span	Number of Instructional Days	Number of District Wide Out of Dress Code Days	Number of Total Referrals	Total Number of Dress Code Referrals	State Dress Code Offense (ISS or greater assigned)	Dress Code Top/ Bottom Uniform	Dress Code Bottom	Dress Code Facial Hair	Dress Code Hair Length/ Color	Dress Code ID Badge	Dress Code Piercing	Dress Code Shoes	Dress Code Top	Generic Dress Code Violation	Number of Repeat Offenders
CHS	1536	Nov. 2-Dec. 17	29	0	623	166	2	7	100	0	0	0	0	3	2	52	25
Compass	50	Nov. 2-Dec. 17	29	0	4	3	0	0	3	0	0	0	0	0	0	0	1
CMS	855	Nov. 2-Dec. 17	29	0	698	463	2	0	39	0	0	414	0	0	3	5	163
Martin	671	Nov. 2-Dec. 17	29	4	53	0	0	0	0	0	0	0	0	0	0	0	0
Wilson	584	Nov. 2-Dec. 17	29	4	53	2	0	0	2	0	0	0	0	0	0	0	1
Walker	579	Nov. 2-Dec. 17	29	4	36	0	0	0	0	0	0	0	0	0	0	0	0
Dietz	573	Nov. 2-Dec. 17	29	4	23	0	0	0	0	0	0	0	0	0	0	0	0
Noble Reed	684	Nov. 2-Dec. 17	29	4	57	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>5532</b>	<b>Nov. 2-Dec. 17</b>	<b>29</b>		<b>1547</b>	<b>634</b>	<b>4</b>	<b>7</b>	<b>144</b>	<b>0</b>	<b>0</b>	<b>414</b>	<b>0</b>	<b>3</b>	<b>5</b>	<b>57</b>	<b>190</b>
Fourth Six Weeks																	
Campus	Enrollment	Date Span	Number of Instructional Days	Number of District Wide Out of Dress Code Days	Number of Total Referrals	Total Number of Dress Code Referrals	State Dress Code Offense (ISS or greater assigned)	Dress Code Top/ Bottom Uniform	Dress Code Bottom	Dress Code Facial Hair	Dress Code Hair Length/ Color	Dress Code ID Badge	Dress Code Piercing	Dress Code Shoes	Dress Code Top	Generic Dress Code Violation	Number of Repeat Offenders
CHS		Jan. 10-Feb. 18	28														
Compass		Jan. 10-Feb. 18	28														
CMS		Jan. 10-Feb. 18	28														
Martin		Jan. 10-Feb. 18	28														
Wilson		Jan. 10-Feb. 18	28														
Walker		Jan. 10-Feb. 18	28														
Dietz		Jan. 10-Feb. 18	28														
Noble Reed		Jan. 10-Feb. 18	28														

Total

142  
0  
25  
5  
17  
32  
18  
2  
238



## Tracking by Six Weeks

Crandall High School																	
Six Weeks	Enrollment	Date Span	Number of Instructional Days	Number of District Wide Out of Dress Code Days	Number of Total Referrals	Total Number of Dress Code Referrals	State Dress Code Offense (ISS or greater assigned)	Dress Code Top/ Bottom	Dress Code Bottom	Dress Code Facial Hair	Dress Code Hair Length/ Color	Dress Code ID Badge	Dress Code Piercing	Dress Code Shoes	Dress Code Top	Generic Dress Code Violation	Number of Repeat Offenders
1st Six Weeks	1526	Aug 17-Sept. 21	23	4	313	142	0	20		0	0					122	33
2nd Six Weeks	1530	Sept. 21-Oct. 29	26	5	493	104	0	8	28	0	0	4	0	3	1	60	13
3rd Six Weeks	1536	Nov. 2-Dec. 17	29	0	623	166	2	7	100	0	0	0	0	3	2	52	25
4th Six Weeks		Jan. 10-Feb. 18	28			0											
5th Six Weeks		Feb. 22-Apr.14	32			0											
6th Six Weeks		Apr.19-May26	28			0											
<b>Total</b>	<b>4592</b>		<b>166</b>	<b>9</b>	<b>1429</b>	<b>412</b>	<b>2</b>	<b>35</b>	<b>128</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>6</b>	<b>3</b>	<b>234</b>	<b>71</b>

Compass Academy																	
Six Weeks	Enrollment	Date Span	Number of Instructional Days	Number of District Wide Out of Dress Code Days	Number of Total Referrals	Total Number of Dress Code Referrals	State Dress Code Offense (ISS or greater assigned)	Dress Code Top/ Bottom	Dress Code Bottom	Dress Code Facial Hair	Dress Code Hair Length/ Color	Dress Code ID Badge	Dress Code Piercing	Dress Code Shoes	Dress Code Top	Generic Dress Code Violation	Number of Repeat Offenders
1st Six Weeks	42	Aug 17-Sept. 21	23	4	0	0	0	0		0	0					0	0
2nd Six Weeks	45	Sept. 21-Oct. 29	26	5	6	6	0	0	5	0	0	0	0	0	0	1	1
3rd Six Weeks	50	Nov. 2-Dec. 17	29	0	4	3	0	0	3	0	0	0	0	0	0	0	1
4th Six Weeks		Jan. 10-Feb. 18	28			0											
5th Six Weeks		Feb. 22-Apr.14	32			0											
6th Six Weeks		Apr.19-May26	28			0											
<b>Total</b>			<b>166</b>	<b>9</b>	<b>10</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>

Crandall Middle School																	
Six Weeks	Enrollment	Date Span	Number of Instructional Days	Number of District Wide Out of Dress Code Days	Number of Total Referrals	Total Number of Dress Code Referrals	State Dress Code Offense (ISS or greater assigned)	Dress Code Top/ Bottom	Dress Code Bottom	Dress Code Facial Hair	Dress Code Hair Length/ Color	Dress Code ID Badge	Dress Code Piercing	Dress Code Shoes	Dress Code Top	Generic Dress Code Violation	Number of Repeat Offenders
1st Six Weeks	853	Aug 17-Sept. 21	23	0	113	25	2	19		0	1					3	6
2nd Six Weeks	855	Sept. 21-Oct. 29	26	5	453	245	4	0	15	0	2	218	1	1	4	0	62
3rd Six Weeks	855	Nov. 2-Dec. 17	29	0	698	463	2	0	39	0	0	414	0	0	3	5	163
4th Six Weeks		Jan. 10-Feb. 18	28			0											
5th Six Weeks		Feb. 22-Apr.14	32			0											
6th Six Weeks		Apr.19-May26	28			0											
<b>Total</b>			<b>166</b>	<b>5</b>	<b>1264</b>	<b>733</b>	<b>8</b>	<b>19</b>	<b>54</b>	<b>0</b>	<b>3</b>	<b>632</b>	<b>1</b>	<b>1</b>	<b>7</b>	<b>8</b>	<b>231</b>

Martin Elementary School																	
Campus	Enrollment	Date Span	Number of Instructional Days	Number of District Wide Out of Dress Code Days	Number of Total Referrals	Total Number of Dress Code Referrals	State Dress Code Offense (ISS or greater assigned)	Dress Code Top/ Bottom	Dress Code Bottom	Dress Code Facial Hair	Dress Code Hair Length/ Color	Dress Code ID Badge	Dress Code Piercing	Dress Code Shoes	Dress Code Top	Generic Dress Code Violation	Number of Repeat Offenders
1st Six Weeks	646	Aug 17-Sept. 21	23	0	27	5	0	3		0	1					1	0
2nd Six Weeks	663	Sept. 21-Oct. 29	26	5	35	1	1	0	0	0	0	0	0	0	0	0	0
3rd Six Weeks	671	Nov. 2-Dec. 17	29	4	53	0	0	0	0	0	0	0	0	0	0	0	0
4th Six Weeks		Jan. 10-Feb. 18	28			0											
5th Six Weeks		Feb. 22-Apr.14	32			0											
6th Six Weeks		Apr.19-May26	28			0											
<b>Total</b>			<b>166</b>	<b>9</b>	<b>115</b>	<b>6</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>

Wilson Elementary School																	
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# Crandall Independent School District Board of Trustees

**Board Meeting Date:**

February 14, 2022

**Agenda Item:**

Portable Building Update

**Agenda Section:**

Information

**Administrator Responsible:**

Mr. Scott Stewart

**Summary/Background Information:** The progress of adding portable buildings to CISD campuses will be discussed.

**Administrative Recommendation:** For your information.



# Crandall Independent School District Board of Trustees

**Board Meeting Date:**

February 14, 2022

**Agenda Item:**

Consider and take action on an order calling a bond election in the District on May 7, 2022

**Agenda Section:**

Action

**Administrator Responsible:**

Mr. Chris Moore

**Summary/Background Information:** In our meeting last month the Facilities Planning Committee presented their recommendation to the Board for a bond election in May 2022 to address the districts facility and capital needs.

**Administrative Recommendation:** Administration recommends approval of the Order calling a bond election in the district on May 7, 2022.

## ORDER CALLING A BOND ELECTION

THE STATE OF TEXAS  
COUNTY OF KAUFMAN  
CRANDALL INDEPENDENT SCHOOL DISTRICT

**WHEREAS**, the Board of Trustees (the “Board”) of the Crandall Independent School District (the “District”) deems it advisable to call the bond election hereinafter ordered (the “Election”); and

**WHEREAS**, the bond referendum is subject to the provisions of Section 45.003, Texas Education Code, and the District is contracting with Kaufman County, Texas (the “County”) for the administration of the Election pursuant to an interlocal agreement with the County (the “Election Contract”); and

**WHEREAS**, the County, acting through the Kaufman County Elections Administrator (the “Elections Administrator”) in accordance with the Election Contract, will provide for the administration of the Election; and

**WHEREAS**, 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 the meeting was given, all as required by the Texas Government Code, Chapter 551;

**NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE CRANDALL INDEPENDENT SCHOOL DISTRICT:**

**Section 1. Findings.** The statements contained in the preambles of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

**Section 2. Election Ordered; Polling Places.** The Election shall be held in the District between the hours of 7:00 a.m. and 7:00 p.m. on May 7, 2022 (“Election Day”). The Election is to be conducted by the County, as provided by Chapter 271, Texas Election Code (the “Code”), and the Election Contract. On Election Day, voting for the Election shall occur during the hours stated above at the designated polling places as set forth in **Exhibit A** attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. **Exhibit A** shall be modified to include additional or different Election Day polling places required to conform to the Election Contract and the Code.

**Section 3. Early Voting.** Early voting shall be administered by the County. Early voting by personal appearance shall begin on April 25, 2022 and conclude on May 3, 2022, and will be conducted at the Early Voting locations on the dates and at the times specified in **Exhibit B** attached hereto. The early voting polling places shall remain open during such hours for early voting by personal appearance for any registered voter of the District at such voting place. **Exhibit B** shall be modified to include additional or different early voting polling places required to conform to the Election Contract and the Code.

**Section 4. Election Officials.** The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrator in accordance with the Election Contract and the Code. The Elections Administrator may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The Board hereby authorizes the Superintendent, the Chief Financial Officer, and the President, Vice President and Secretary of the Board to execute or attest on behalf of the District the Election Contract with the County.

**Section 5. Voting by Mail.** Applications for voting by mail for all residents of the District shall be submitted, prior to the applicable deadline prescribed by law, by (i) personal delivery to Kaufman County Elections Department, 100 N Washington St., Kaufman, Texas 75142, or (ii) mail to Kaufman County Elections, Early Voting Clerk, PO Box 1347, Kaufman, Texas 75142.

**Section 6. Early Voting Ballots.** An Early Voting Ballot Board shall be created to process early voting results of the Election and the Presiding Judge of the Early Voting Ballot Board shall be designated by the Elections Administrator. The Presiding Judge of the Early Voting Ballot Board shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.

**Section 7. Qualified Voters.** All qualified electors of and residing in the District, shall be entitled to vote at the election.

**Section 8. Propositions.** At the Election the following PROPOSITIONS shall be submitted in accordance with law:

CRANDALL INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION  
CRANDALL INDEPENDENT SCHOOL DISTRICT PROPOSITION A

Shall the Board of Trustees of the Crandall Independent School District be authorized to issue bonds of the District, in one or more series, in the aggregate principal amount of \$345,000,000 for the construction, renovation, acquisition and equipment of school facilities in the District, the purchase of necessary sites for school facilities and the purchase of school buses and vehicles, with the bonds to mature, bear interest and be issued and sold in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

CRANDALL INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION  
CRANDALL INDEPENDENT SCHOOL DISTRICT PROPOSITION B

Shall the Board of Trustees of the Crandall Independent School District be authorized to issue bonds of the District, in one or more series, in the aggregate principal amount of \$35,000,000 for the construction, improvement, renovation and equipment of Pirate Stadium, with the bonds to mature, bear interest and be issued and sold in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

CRANDALL INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION  
CRANDALL INDEPENDENT SCHOOL DISTRICT PROPOSITION C

Shall the Board of Trustees of the Crandall Independent School District be authorized to

issue bonds of the District, in one or more series, in the aggregate principal amount of \$20,000,000 for the construction, improvement, renovation and equipment of a performing arts center, with the bonds to mature, bear interest and be issued and sold in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

**Section 9. Ballots.** The official ballots for the Election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “FOR” or “AGAINST” the aforesaid PROPOSITIONS, with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

CRANDALL INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION  
 CRANDALL INDEPENDENT SCHOOL DISTRICT PROPOSITION A

FOR \_\_\_\_\_ ) THE ISSUANCE OF \$345,000,000 OF BONDS BY THE CRANDALL  
 ) INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION,  
 ) RENOVATION, ACQUISITION AND EQUIPMENT OF SCHOOL  
 AGAINST \_\_\_\_\_ ) FACILITIES IN THE DISTRICT, THE PURCHASE OF NECESSARY  
 ) SITES FOR SCHOOL FACILITIES AND THE PURCHASE OF SCHOOL  
 ) BUSES AND VEHICLES, AND LEVYING THE TAX IN PAYMENT  
 ) THEREOF. THIS IS A PROPERTY TAX INCREASE.

CRANDALL INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION  
 CRANDALL INDEPENDENT SCHOOL DISTRICT PROPOSITION B

FOR \_\_\_\_\_ ) THE ISSUANCE OF \$35,000,000 OF BONDS BY THE CRANDALL  
 ) INDEPENDENT SCHOOL DISTRICT FOR THE ONSTRUCTION,  
 ) IMPROVEMENT, RENOVATION AND EQUIPMENT OF PIRATE  
 AGAINST \_\_\_\_\_ ) STADIUM, AND LEVYING THE TAX IN PAYMENT THEREOF. THIS IS  
 ) A PROPERTY TAX INCREASE.

CRANDALL INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION  
 CRANDALL INDEPENDENT SCHOOL DISTRICT PROPOSITION C

FOR \_\_\_\_\_ ) THE ISSUANCE OF \$20,000,000 OF BONDS BY THE CRANDALL  
 ) INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION,  
 ) RENOVATION, ACQUISITION AND EQUIPMENT OF A PERFORMING  
 AGAINST \_\_\_\_\_ ) ARTS CENTER, AND LEVYING THE TAX IN PAYMENT THEREOF.  
 ) THIS IS A PROPERTY TAX INCREASE.

**Section 10. Compliance with Federal Law.** In all respects, the Election shall be conducted in accordance with the Code. Pursuant to the federal Help America Vote Act (“HAVA”) and the Code, at each polling place there shall be at least one voting system that is equipped for disabled individuals, and each such voting system shall be a system that has been certified by the Texas Secretary of State as compliant with HAVA and the Code. The District hereby finds that the voting system to be used by the Elections Administrator in administering the Election is such a system, and orders that such voting equipment or other equipment certified by the Texas Secretary of State shall be used by the District in its elections.

**Section 11. Debt Obligations.** The following information is provided in accordance with the provisions of Section 3.009(b), Texas Election Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.
- (c) The principal amount of the debt obligations to be authorized is set forth in Section 8 hereof.

(d) If the bonds are approved by the voters, the Board will be authorized to levy annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds.

(e) Based upon the bond market conditions at the date of adoption of this Order, the maximum interest rate for any series of the bonds is estimated to be 5.00%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.

(f) If the bonds are approved, they may be issued in one or more series, to mature over a period not to exceed 40 years from the date of issuance of each series of bonds.

(g) The aggregate amount of the outstanding principal of the District's debt obligations secured by debt service taxes as of the date of this Order is \$130,229,482.

(h) The aggregate amount of the outstanding interest of the District's debt obligations secured by debt service taxes as of the date of this Order is \$95,177,991.

(i) The ad valorem debt service tax rate for the District as of the date of this Order is \$0.50 per \$100 of taxable assessed valuation.

(j) The website for the District (as the authority conducting the election) is <https://www.crandall-isd.net> and the website for the County (as the entity administering the election) is <https://www.kaufmancounty.net/elections>.

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**Exhibit A**

**Election Day Hours**

May 7, 2022  
7:00 am - 7:00 pm

**Election Day Polling Locations**

To be updated to reflect information in Election Contract

**Exhibit B**

**Early Voting Polling Locations, Dates and Hours**

To be updated to reflect information in Election Contract



# Crandall Independent School District Board of Trustees

**Board Meeting Date:**

February 14, 2022

**Agenda Item:**

Consider all matters incident and related to the issuance and sale of “Crandall Independent School District Unlimited Tax School Building Bonds, Series 2022”, including the adoption of an order authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds

**Agenda Section:**

Action

**Administrator Responsible:**

Mr. Mike White

**Summary/Background Information:** The district has \$30,000,000 in remaining voter-approved bond authorization from the 2017 election. These remaining bonds would be sold to fund construction of Elementary #6 (partial), high school weight room addition, and Freshman Center improvements.

**Administrative Recommendation:** Administration recommends approval the Order for the Series 2022 bonds as presented.

**CERTIFICATE FOR ORDER**

THE STATE OF TEXAS  
COUNTY OF KAUFMAN  
CRANDALL INDEPENDENT SCHOOL DISTRICT

We, the undersigned officers of the Board of Trustees (the "Board") of the Crandall Independent School District hereby certify as follows:

1. The Board convened in a regular meeting on February 14, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Board, to wit:

Rick Harrell, President	Amy Barber
Mike Wood, Vice President	Dr. Sharon Long
Jennifer Hiser, Secretary	
Stacie Warren	

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

**ORDER AUTHORIZING THE ISSUANCE OF CRANDALL INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022; ESTABLISHING SALE PARAMETERS; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

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

NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

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

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

SIGNED AND SEALED ON FEBRUARY 14, 2022.

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Secretary, Board of Trustees

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President, Board of Trustees

(District Seal)

**ORDER OF BOARD OF TRUSTEES  
OF  
CRANDALL INDEPENDENT SCHOOL DISTRICT**

**AUTHORIZING THE ISSUANCE OF**

**CRANDALL INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BONDS,  
SERIES 2022**

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**ORDER AUTHORIZING THE ISSUANCE OF CRANDALL INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022; ESTABLISHING SALE PARAMETERS; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

**THE STATE OF TEXAS  
COUNTY OF KAUFMAN  
CRANDALL INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the bonds hereinafter authorized represent a portion of the bonds approved by the voters of the Crandall Independent School District (the “Issuer”) at an election held in the Issuer on May 6, 2017 (the “Election”) under a proposition in the amount of \$125,000,000 for the construction, acquisition and equipment of school facilities in the Issuer and the acquisition of land therefor, which was lawfully and favorably voted; and

WHEREAS, the Board of Trustees (the “Board”) of the Issuer deems it necessary and advisable to authorize, issue and deliver the remaining portion of the bonds voted at the Election (\$95,000,000 previously issued, \$30,000,000 remaining); and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Sections 45.001 and 45.003(b) of the Texas Education Code; and

WHEREAS, the Issuer is an “Issuer” under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that 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 obligation; and

WHEREAS, the Board hereby finds and determines that it is in the best interests of the Issuer to issue the bonds hereinafter authorized (the “Bonds”), in one or more series, for the purposes stated, and to delegate to the Pricing Officer (hereinafter designated) the authority to act on behalf of the Issuer in selling and delivering the bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in one or more pricing certificates (the “Pricing Certificate”) to be executed by the Pricing Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and

subject of said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code;

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the Issuer are hereby authorized to be issued and delivered, in one or more series, in the maximum aggregate principal amount hereinafter set forth for the Projects (defined below).

(c) Each bond issued pursuant to this Order shall be designated (unless otherwise provided in the Pricing Certificate): “CRANDALL INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BOND, SERIES 2022”, or such other designation, as single series of bonds or as multiple series of bonds, to be determined by the Pricing Officer in the Pricing Certificate, and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial Bond(s) being made payable to the Underwriter as described herein), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the “Registered Owner”). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

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

“Bonds” means and includes the Bonds initially issued and delivered pursuant to this Order and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term “Bond” shall mean any of the Bonds.

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

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

“Issuance Date” shall mean the date of delivery of the Bonds to the Underwriter against payment therefor, as determined by the Pricing Officer in the Pricing Certificate.

“Projects” shall mean the construction, acquisition and equipment of school facilities in the Issuer and the acquisition of land therefor, and the payment of costs of issuance of the Bonds.

“State” shall mean the State of Texas.

“Underwriter” shall mean the initial purchaser of the Bonds.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1371.053, Texas Government Code, as amended, the Superintendent of Schools and the Chief Financial Officer of the Issuer are each individually hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds (of which officers, the officer executing the Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the “Pricing Officer”), carrying out the procedures specified in this Order, including, determining whether the Bonds shall be issued in one or more series or subseries, the date or dates of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be designated as “qualified tax-exempt obligations” as defined in section 265(b)(3) of the Code, approving modifications or additions to the Rule 15c2-12 continuing disclosure undertaking, and all other matters relating to the issuance, sale and delivery of the Bonds, including without limitation obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$30,000,000;
- (ii) no Bond of either series (if multiple series are issued) shall mature after August 15, 2051; and
- (iii) the true interest cost for the Bonds shall not exceed 5.00%.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the

Pricing Officer by February 13, 2023. The Pricing Officer may determine to issue one or more series of Bonds and may exercise the authority granted herein on one or more dates to effectuate the issuance of multiple series of Bonds if multiple series are issued and, if multiple series are issued, each separate series may close on separate dates or on the same date, as determined by the Pricing Officer. The Bonds shall be sold at such prices, with and subject to such terms as set forth in one or more Pricing Certificates.

(c) The Bonds of one or more series may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds of one or more series are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Order to effect such private placement of such Bonds, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, the most advantageous reasonably available, and the Pricing Officer is hereby authorized to make and include a finding to that effect in the Pricing Certificate.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrant for the Bonds (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and

exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth as **Exhibit A** of this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Authentication. Except as provided in Section 4(e) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General and registered by the Comptroller.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or

otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as **Exhibit A** of this Order. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF BOND set forth as **Exhibit A** of this Order.

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

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the

immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

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

(h) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all

payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(i) Cancellation of Initial Bond(s). On the Issuance Date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Underwriter or its designee. If the Bonds are sold subject to the book-entry system of DTC, then upon payment for the initial Bond(s), the Paying Agent/Registrar shall insert the Issuance Date on the initial Bond(s), cancel each of the initial Bond(s) and deliver to DTC on behalf of the Underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. FORM OF BONDS. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached only to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions, or insertions as are permitted or required by this Order. The Form of Bond as it appears in **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

Section 6. TAX LEVY. (a) A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the

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

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code, and enable a filing of a security interest in said pledge to occur.

Section 7. FACILITIES ALLOTMENT FUNDS; STATE ASSISTANCE FUNDS. (a) In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with the instructional facilities allotment program established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any other State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created by this Order. Notwithstanding the requirements of Section 6, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 6 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

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

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 8(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon,

with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 8(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) Unless defined otherwise in the Pricing Certificate, the term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

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

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

#### Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

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

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

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize

the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

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

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

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION OR PERMANENT SCHOOL FUND GUARANTEE PROVISION, IF OBTAINED. The President of the Board is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General and their registration by the Comptroller. Upon registration of the Bonds, the Comptroller (or a deputy designated in writing to act for the Comptroller) shall sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. If bond insurance is obtained or if the Bonds are guaranteed by the Texas Permanent School Fund, the Bonds may bear an appropriate legend as provided by the insurer or the Texas Education Agency, respectively.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

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

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

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

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

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

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

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

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

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

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

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

(10) to assure that the Bonds are used for solely for new money construction projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

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

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Projects on its books and records in accordance with the requirements of the Code. The

Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. SALE OF BONDS; OFFICIAL STATEMENT. (a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively and individually, the “Purchase Agreement”), each of which the Pricing Officer is hereby authorized to execute and deliver and in which the Underwriter of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Underwriter or its designee, as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve the distribution and delivery of a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriter in the marketing of the Bonds.

Section 13. FURTHER PROCEDURES; ENGAGEMENT OF BOND COUNSEL; ATTORNEY GENERAL FILING FEE; APPROPRIATION. (a) The President or Vice President and Secretary of the Board and each Pricing Officer shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Letter of Representations with DTC regarding the Book-Entry-Only System, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, the Purchase Agreement between the Issuer and the Underwriter, if any, all forms and documents necessary to ensure the interest on the Bonds is exempt from federal income taxation, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to

carry out the terms and provisions of this Order and the Bonds. In addition, prior to the delivery of the Bonds, the President or Vice President and Secretary of the Board and each Pricing Officer are each hereby authorized and directed to approve any changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any ambiguity, formal defect or omission in this Order or such other document, or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. The President and Secretary of the Board shall sign each Bond, including the initial Bond(s), with their manual or facsimile signatures, and the official seal of the Issuer shall be duly impressed, or placed in facsimile, on each Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the Issuance Date. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

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

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

Section 14. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. If the Bonds qualify for guarantee by the Permanent School Fund of Texas, the Issuer covenants as follows:

(a) To timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Texas Permanent School Fund.

(b) Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available.

(c) In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller shall be authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 15. COMPLIANCE WITH RULE 15c2-12. (a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:

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

“Financial Obligation” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(ii) Annual Reports. (A) The Issuer shall provide annually to the MSRB, within the timeframe set forth in the Pricing Certificate, in the electronic format prescribed by the MSRB, certain updated financial information and operating data pertaining to the Issuer, being the information described in the Pricing Certificate.

(B) Any financial information described in the Pricing Certificate to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within the period set forth in the Pricing Certificate, then the Issuer shall provide unaudited financial information of the type described in the Pricing Certificate within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

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

(D) All financial information, operating data, financial statements and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

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

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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

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

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

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

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

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

(b) If the Bonds are sold by private placement, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the Underwriter as may be necessary for the sale of the Bonds on the most favorable terms to the Issuer.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

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

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

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

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

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

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

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

Section 17. INTEREST EARNINGS ON BOND PROCEEDS; USE OF PREMIUM RECEIVED FROM SALE OF BONDS. (a) Interest Earnings. Interest earnings derived from the proceeds that are deposited to the Construction Fund (defined below) shall be retained therein and used for the purposes for which the Bonds were issued, provided that after the completion of such purposes, any amounts remaining therein shall be deposited to the Interest and Sinking Fund for the Bonds. It is further provided, however, that any interest earnings on bond proceeds that are required to be rebated to the United States of America pursuant to this Order in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for purposes of this Section.

(b) Use of Bond Premium. The net premium received from the sale of the Bonds shall be applied as determined by the Pricing Officer in the Pricing Certificate.

(c) Establishment of Construction Fund.

(i) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the “Series 2022 Bonds Construction Fund” (the “Construction Fund”) for use by the Issuer for payment of all lawful costs associated with the Projects. Proceeds of the Bonds in the amount determined by the Pricing Officer in the Pricing Certificate shall be deposited into the Construction Fund. Upon payment of all project costs, any moneys remaining on deposit in the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in this Order.

(ii) The Issuer may place proceeds of the Bonds (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the Projects.

(iii) All deposits authorized or required by this Order shall be secured to the fullest extent required by law for the security of public funds.

Section 18. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 19. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 20. INVESTMENTS; SECURITY FOR FUNDS. (a) Investment Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds issued for the purposes described in subsection (a) of this Section shall be used for the purposes for which such Bonds are issued as set forth in Section 1 hereof; provided that after completion of such purposes, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to this Order in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) Authorized Investments. The Issuer may place proceeds of the Bonds issued for the purposes described in subsection (a) of this Section (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of such Bonds will be used as soon as practicable for the purposes for which such Bonds are issued.

(c) Security for Funds. All deposits authorized or required by this Order shall be secured to the fullest extent required by law for the security of public funds.

Section 21. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an event of default (an "Event of Default"):

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

Section 22. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

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

Section 23. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and

every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

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

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

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**Exhibit A**

**FORM OF BOND**

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

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS CRANDALL INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BOND, SERIES 2022	PRINCIPAL AMOUNT \$_____
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<u>INTEREST</u> <u>RATE</u> _____%	<u>ISSUANCE</u> <u>DATE</u> ____, 2022	<u>MATURITY</u> <u>DATE</u> [August 15], 20__	<u>CUSIP NO.</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, CRANDALL INDEPENDENT SCHOOL DISTRICT, in Kaufman County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the [Issuance Date], on [August 15, 2022, and semiannually thereafter on each February 15 and August 15] to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

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

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

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

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

THIS BOND is dated as of \_\_\_\_\_, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_ for the construction, acquisition and equipment of school facilities in the Issuer and the acquisition of land therefor, and to pay the costs incurred in connection with the issuance of the Bonds.

ON [AUGUST 15], 20\_\_, OR ON ANY DATE THEREAFTER, the Bonds may be redeemed prior to their scheduled maturity, at the option of the Issuer, with funds derived from

any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on [August 15] in each of the years 20\_\_ and 20\_\_ (the “Term Bonds”) are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: [August 15], 20__		Term Bond Maturity: [August 15], 20__	
<u>Mandatory Redemption</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Mandatory Redemption</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>
[August 15], 20__		[August 15], 20__	
[August 15], 20__		[August 15], 20__	
[August 15], 20__		[August 15], 20__	
[August 15], 20__		[August 15], 20__	
[August 15], 20__*		[August 15], 20__*	

\* Stated maturity.

The principal amount of Term Bonds required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such

prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

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

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for

assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of Bonds during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

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

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

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

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

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Secretary, Board of Trustees  
Crandall Independent School District

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President, Board of Trustees  
Crandall Independent School District

(District Seal)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

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

Dated:

\_\_\_\_\_,  
\_\_\_\_\_, Texas  
Paying Agent/Registrar

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please print or type clearly)

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

\_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_, attorney, to register the transfer of  
the within Bond on the books kept for registration thereof, with full power of substitution in the  
premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

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

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

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

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

Witness my signature and seal this \_\_\_\_\_.

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

(COMPTROLLER'S SEAL)

(e) Insertions for the Initial Bond.

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

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

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

"CRANDALL INDEPENDENT SCHOOL DISTRICT (the "Issuer"), being a political subdivision located in Kaufman County, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on [August 15] in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
20__		
20__		

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The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the [Issuance Date] at the respective Interest Rate per annum specified above. Interest is payable on [August 15, 2022, and semiannually thereafter on each February 15 and August 15] to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

(C) The initial Bond shall be numbered “T-1.”



# Crandall Independent School District Board of Trustees

**Board Meeting Date:**

February 14, 2022

**Agenda Item:**

Consider all matters incident and related to the adoption of a resolution expressing official intent to reimburse costs of projects

**Agenda Section:**

Action

**Administrator Responsible:**

Mr. Mike White

**Summary/Background Information:** The district may incur some costs related to school construction in coming months (and prior to the issuance of the remaining voter authorized bonds or any new voter-approved bonds). In order to be able to legally reimburse the general fund, a resolution authorizing it must be adopted by the board.

**Administrative Recommendation:** Administration recommends that the Board approve the attached resolution to allow for the general fund to be reimbursed for any incurred construction costs related to the proposed bond.

RESOLUTION EXPRESSING OFFICIAL INTENT  
TO REIMBURSE COST OF A PROJECT

WHEREAS, the Crandall Independent School District (the “District”) is a duly created independent school district and political subdivision of the State of Texas (the “State”); and

WHEREAS, the District expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of the projects described in **Exhibit A** hereto (the “Projects”) prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by federal or State law (collectively and individually, the “Obligations”) to finance the Projects; and

WHEREAS, the District finds, considers and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the District and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CRANDALL INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The District reasonably expects to incur debt, or have debt incurred on its behalf, in one or more series of Obligations, with an aggregate maximum principal amount not to exceed \$30,000,000, for the purpose of paying the costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the District in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the Projects, with respect to which such expenditures were made, are placed into service.

Section 3. The foregoing notwithstanding, no tax-exempt Obligations will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED AND EFFECTIVE this February 14, 2022.

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President, Board of Trustees  
Crandall Independent School District

ATTEST:

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Secretary, Board of Trustees  
Crandall Independent School District

## **Exhibit A**

Project Description: for the construction, acquisition and equipment of school facilities in the District and the acquisition of land therefor



## Crandall Independent School District Board of Trustees

**Board Meeting Date:** February 14, 2022

**Agenda Item:** Compensation Plan

**Agenda Section:** Action

**Administrator Responsible:** Dr. Holly Keown

**Summary/Background Information:** Information regarding the change in compensation plan was presented at the January 24, 2022 Board Meeting. This is a request to make changes to the existing compensation plan for the 21-22 school year. Changes would affect paraprofessionals 101 and 102, supplemental pay, and substitutes.

**Administrative Recommendation:** The administration seeks approval for the compensation plan changes to be effective for the next pay cycle.



# Pay Increase Proposal For Pay Grade 1 and 2 February 14, 2022

**Justification:**

TASB Compensation Study found our Pay Grade One and Two are 3% below market in the midpoint range. Current paraprofessionals are switching to substitute jobs due to the difference in pay. This would keep Crandall ISD at market salary for these two categories according to TASB's report with comparable districts.

### Hourly Pay for Paraprofessionals 101 (Instructional, PE, ISS, ESL, Special Ed - Inclusion/Classroom, Pre-K)

Pay Scale	Minimum	Midpoint	Maximum	Number of Employees
Current	90.32	108.00	127.28	70
Proposed	101.00	119.48	137.96	

**\$10.68 Daily Increase**

### Hourly Pay for Paraprofessionals 102 (Special Education, BAC, Head Start, Elementary Receptionist, PPCD, Library, Autism, Life Skills)

Pay Scale	Minimum	Midpoint	Maximum	Number of Employees
Current	99.76	120.24	140.72	42
Proposed	110.00	130.48	150.97	

**\$10.24 Daily Increase**

**Total Budget Impact \$200,000**

### Supplemental Pay Changes

Teacher PLC Coverage	\$25.00 per hour or \$40.00 per block
Elementary COVID Ambassadors	\$50.00 for Half-Day

<b>Secondary COVID Ambassadors</b>	<b>\$100.00 for Full Day</b>
<b>Student After Hours Facilities Services</b>	<b>\$12.00 per hour</b>
<b>After Hours Facilities Services</b>	<b>\$20.00 per hour</b>
<b>COVID Testers</b>	<b>\$35.00</b>
<b>Budget Impact - \$25,000</b>	

<b>Substitute Pay Changes</b>			
<b>Paraprofessionals - Aide Positions</b>	<b>Full Day - \$100</b>	<b>Half-Day - \$50</b>	<b>After 20 Days - \$105</b>
<b>Teacher (HS or Associate's Degree)</b>	<b>Full Day - \$110</b>	<b>Half-Day - \$55</b>	<b>After 20 Days - \$115</b>
<b>Teacher (BA or Master's Degree)</b>	<b>Full Day - \$120</b>	<b>Half-Day - \$60</b>	<b>After 20 Days - \$125</b>
<b>Teacher (Certified)</b>	<b>Full Day - \$150</b>	<b>Half-Day \$75</b>	<b>After 20 Days - \$160</b>
<b>Nurse (LVN, EMT, RN)</b>	<b>Full Day - \$150</b>	<b>N/A</b>	<b>After 20 Days - \$175</b>
<b>Cafeteria - 7.5 Hours</b>	<b>\$90 Daily Rate</b>		
<b>Bus Drivers</b>	<b>AM Only - \$60.00</b>	<b>PM Only - \$60.00</b>	<b>Full-Day - \$120.00</b>
<b>Administrative Substitute</b>	<b>\$250.00 - \$500.00 Daily Rate</b>		
<b>Budget Impact - \$30,000.00</b>			



# Crandall Independent School District Board of Trustees

**Board Meeting Date:** February 14, 2022

**Agenda Item:** Grow Your Own Program

**Agenda Section:** Action

**Administrator Responsible:** Dr. Holly Keown

**Summary/Background Information:** Information regarding the Grow Your Own Teacher program was presented at the January 24, 2022 Board Meeting. Attached is the cost analysis for the district on the two proposed tuition reimbursement options for the Grown Your Own Teacher program.

**Administrative Recommendation:** The administration seeks to approve reimbursement dollar amount for tuition for courses taken through Texas A&M University – Commerce for the Grow Your Own Teacher program.



# Grow Your Own Teacher Proposal

February 14, 2022

## Partnership with Texas A&M Commerce - PridePathway

### PridePathway Program

- Online Program
- 7 Week Terms
- Flat rate of \$750 per course
- Funded by District Funds
- Applicants can transfer in 90 hours max
- Accelerate through coursework by leveraging current knowledge through competency-based education format
- 120 Hours total
- Earn BAAS in Organizational Leadership
- Apply and Complete Teacher Certification
  - Finish with 6 credits towards Master Degree
- An unlimited number of participants accepted

PridePathway	Repayment Option A	Repayment Option B
<ul style="list-style-type: none"> <li>• For Paraprofessionals and Long Term Substitutes</li> <li>• Tuition Reimbursement paid at the end of the course, as long as a C or above was earned</li> <li>• MOU on file for 2-year teaching commitment once certified to teach               <ul style="list-style-type: none"> <li>◦ Must have a clause that if MOU is broken, the participant must repay the district</li> </ul> </li> <li>• Applicants must enroll in a minimum of two courses per seven weeks</li> </ul> <p>*(Not Funded by TCLAS Grant - From District Funds)</p>	<p style="text-align: center;"><b>Full Coverage</b></p> <p style="text-align: center;">10 applicants per cohort</p> <p style="text-align: center;">A maximum of \$52,500 per year</p> <p style="text-align: center;">Total investment for district would be the cost of 2.5 years</p>	<p style="text-align: center;"><b>2/3 Coverage</b></p> <p style="text-align: center;">10 applicants per cohort</p> <p style="text-align: center;">A maximum of \$35,000 per year</p> <p style="text-align: center;">Total investment for district would be the the cost of 2.5 years</p>
<p style="text-align: center;">Total Cost for Grow Your Own 2.5 Years</p>	<p style="text-align: center;"><b>\$131,250</b></p>	<p style="text-align: center;"><b>\$87,500</b></p>



## **Crandall Independent School District Board of Trustees**

<b>Board Meeting Date:</b>	February 14, 2022
<b>Agenda Item:</b>	CEF Grant Check Approval
<b>Agenda Section:</b>	Action
<b>Administrator Responsible:</b>	Ms. Kimberly Bramhall

**Summary/Background Information:** The Crandall ISD Education Foundation grant committee hosted their selection meeting Wednesday, Feb. 9<sup>th</sup>. The grants selected will be presented at the Monday, February 14<sup>th</sup> board meeting.

**Administrative Recommendation:** The administration seeks the approval of funding for the selected grants.



# Crandall Independent School District Board of Trustees

**Board Meeting Date:**

February 14, 2022

**Agenda Item:**

Monthly Financial Reports

**Agenda Section:**

N/A

**Administrator Responsible:**

Mike White, Chief Financial Officer

**Summary/Background Information:**

Statement of Revenues, Expenditures, & Changes in Fund Balance  
Tax Collection Report  
Monthly Investment Report

**Administrative Recommendations:**

No recommendation is necessary.

**STATEMENT OF REVENUES, EXPENDITURES, & CHANGES IN FUND BALANCE  
GENERAL FUND  
MONTH ENDING JANUARY 31, 2022**

	<u>Amended Budget</u>	<u>YTD Rev / Exp</u>	<u>Percent Rev / Exp</u>
<b>Revenue:</b>			
5700 Local & Intermediate Sources	14,493,800	12,750,933	88.0%
5800 State Program Revenue	35,026,000	19,379,927	55.3%
5900 Federal Program Revenue	150,000	43,898	29.3%
Total Revenues	49,669,800	32,174,758	64.8%
<b>Appropriations:</b>			
11 Instruction	26,907,800	11,572,173	43.0%
12 Library & Media Services	761,386	344,745	45.3%
13 Curriculum & Staff Development	841,839	437,581	52.0%
21 Instructional Leadership	722,133	261,063	36.2%
23 School Leadership	3,227,398	1,330,594	41.2%
31 Guidance, Counseling & Evaluations Serv	1,641,959	661,396	40.3%
32 Social Services	100,023	40,130	40.1%
33 Health Services	664,281	270,424	40.7%
34 Student Transportation	2,558,688	956,645	37.4%
36 Co-Curricular & Extra Curricular Activities	1,955,317	754,587	38.6%
41 General Administration	2,412,763	1,035,517	42.9%
51 Maintenance & Operation	4,444,496	1,966,386	44.2%
52 Security & Monitoring Services	720,377	192,452	26.7%
53 Data Processing Services	1,320,627	671,176	50.8%
61 Community Services	23,820	3,947	16.6%
81 Facilities Acquisition & Construction	5,610,550	3,415,502	60.9%
99 Other Intergovernmental Charges	200,000	78,155	39.1%
Total Appropriations/Expenditures	54,113,457	23,992,473	44.3%
<b>Net Change in Fund Balance</b>	(4,443,657)	8,182,286	
<b>Fund Balance - September 1 (Beginning)</b>	14,071,626	10,888,932	
<b>Fund Balance - August 31 (Ending)</b>	9,627,969	19,071,218	

**CRANDALL ISD**  
**856406.76**  
**FOOD SERVICE FUND 240**  
**MONTH ENDING JANUARY 31, 2022**

		<u>Amended</u>	<u>YTD</u>	<u>Percent</u>
		<u>Budget</u>	<u>Rev / Exp</u>	<u>Rev / Exp</u>
<b>Revenue:</b>				
5700	Local & Intermediate Sources	746,228	174,805	23.4%
5800	State Program Revenue	11,852	600	0.0%
5900	Federal Program Revenue	1,411,052	1,524,545	108.0%
	Total Revenues	2,169,132	1,699,950	78.4%
<b>Appropriations:</b>				
35	Food Services	2,154,132	1,177,414	54.7%
51	Maintenances	15,000	8,618	57.5%
	Total Appropriations/Expenditures	2,169,132	1,186,032	54.7%
<b>Net Change in Fund Balance</b>		-	513,918	

**CRANDALL INDEPENDENT SCHOOL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, & CHANGES IN FUND BALANCE  
INTEREST & SINKING  
MONTH ENDING JANUARY 31, 2022**

	<b>Amended Budget</b>	<b>YTD Rev / Exp</b>	<b>Percent Rec / Exp</b>
<b>Revenue:</b>			
5700 Local & Intermediate Sources	7,558,203	7,020,166	92.9%
5800 State Program Revenue	1,423,600	1,628,853	114.4%
Total Revenues	8,981,803	8,649,019	96.3%
 <b>Appropriations:</b>			
71 Debt Services	8,981,803	1,300	0.0%
Total Appropriations/Expenditures	8,981,803	1,300	0.0%
 <b>Net Change in Fund Balance</b>	-	8,647,719	

**Tax Collection Report  
Month Ending January 31, 2022**

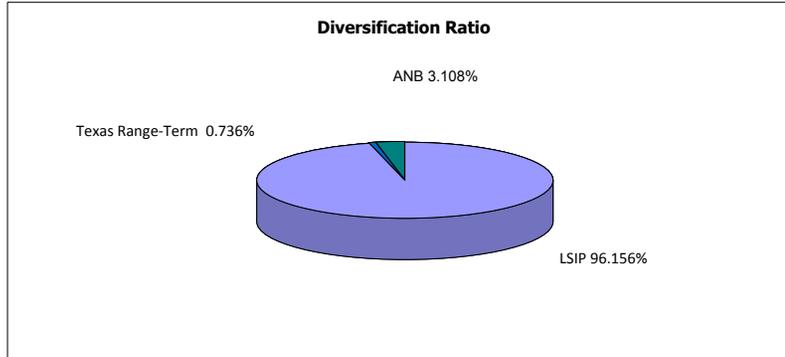
<b>MAINTENANCE AND OPERATIONS</b>															
	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>YTD</u>	<u>BUDGET</u>	<u>PERC</u>
CURRENT	\$ 26,531.96	\$ 6,261.16	\$ 477,610.01	\$ 1,402,674.58	\$ 9,984,283.89								\$ 11,897,361.60	\$ 12,806,729.00	92.90%
PRIOR YR	\$ 13,167.17	\$ 3,719.16	\$ 291,566.21	\$ 43,422.46	\$ 12,823.58								\$ 364,698.58	\$ 85,000.00	429.06%
PEN & INT	\$ 5,497.75	\$ 3,891.45	\$ 1,408.52	\$ 2,658.87	\$ 4,763.25								\$ 18,219.84	\$ 60,000.00	30.37%
<b>TOTAL</b>	<b>\$ 45,196.88</b>	<b>\$ 13,871.77</b>	<b>\$ 770,584.74</b>	<b>\$ 1,448,755.91</b>	<b>\$ 10,001,870.72</b>	<b>\$ -</b>	<b>\$ 12,280,280.02</b>	<b>\$ 12,951,729.00</b>	<b>94.82%</b>						

<b>INTEREST AND SINKING</b>															
	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>YTD</u>	<u>BUDGET</u>	<u>PERC</u>
CURRENT	\$ 15,166.31	\$ 3,579.03	\$ 273,859.02	\$ 804,285.84	\$ 5,724,933.54								\$ 6,821,823.74	\$ 7,000,000.00	97.45%
PRIOR YR	\$ 6,577.00	\$ 1,934.79	\$ 150,899.21	\$ 20,837.63	\$ 7,073.41								\$ 187,322.04	\$ 300,000.00	62.44%
PEN & INT	\$ 3,026.20	\$ 2,064.81	\$ 767.86	\$ 1,427.98	\$ 2,520.17								\$ 9,807.02	\$ 158,203.00	6.20%
<b>TOTAL</b>	<b>\$ 24,769.51</b>	<b>\$ 7,578.63</b>	<b>\$ 425,526.09</b>	<b>\$ 826,551.45</b>	<b>\$ 5,734,527.12</b>	<b>\$ -</b>	<b>\$ 7,018,952.80</b>	<b>\$ 7,458,203.00</b>	<b>94.11%</b>						

**MONTHLY INVESTMENT REPORT**

January 31, 2022

		Average Annualized Interest Rate	Diversification Ratio	January 1, 2022 Beginning Balance	Increases to Cash	Decreases to Cash	Interest	January 31, 2022 Ending Balance
<b>Lone Star Investment Pool</b>	General Operating			14,635,051.06	12,885,417.53	(2,939,316.49)	1755.95	24,582,908.05
	Debt Service			8,015,207.48	5,734,527.12		978.34	13,750,712.94
	Construction			29,503,919.15		(2,940,000.00)	2155.7	26,566,074.85
	<b>% Funds Available invested in LSIP</b>	0.0500%	96.156%	52,154,177.69	18,619,944.65	(5,879,316.49)	3,134.04	64,899,695.84
<b>TexPool</b>	General Operating			0.00				0.00
	Debt Service			0.00				0.00
	<b>% Funds Available invested in Logic</b>	0.0000%	0.0000%	0.00				0.00
<b>Texas Range-Term</b>	General Operating - TexasDAILY	0.002%		\$ 496,668.49		6.84		496,675.33
	General Operating - CD Program	0.350%						0.00
	<b>% Funds Available invested in Texas CLASS</b>	0.8500%	0.736%	\$ 496,668.49		6.84		496,675.33
<b>American National Bank</b>	General Operating	0.120%		1,527,343.19	7,013,742.29	(7,693,643.07)	108.27	847,550.68
	Payroll Clearing	0.120%		779,790.75	3,156,371.33	(3,213,755.84)	50.61	722,456.85
	Debt Service	0.120%		2,408.18			0.23	2,408.41
	Black and Gold	0.120%		-				0.00
	Student Activity	0.120%		174,882.99	23,538.47	(23,647.41)	15.79	174,789.84
	Construction	0.000%		1,335,284.41	2,940,000.00	(3,924,743.64)	133.39	350,674.16
	Workers Comp	0.000%		1.00	23.00	(23.00)		1.00
	<b>% Funds Available invested in Bank of Texas</b>		3.108%	3,819,710.52	13,133,675.09	(14,855,812.96)	308.29	2,097,880.94
<b>Fund Totals</b>	General Operating			17,155,731.23	19,899,159.82	(10,632,952.72)		25,927,134.06
	Activity			174,882.99	23,538.47	(23,647.41)	15.79	174,789.84
	Workers Comp			1.00	23.00	(23.00)	0.00	1.00
	Debt Service			8,017,615.66	12,885,417.53	(2,940,000.00)	2,155.93	13,753,121.35
	Construction			30,839,203.56	2,940,000.00	(6,864,743.64)	2,289.09	26,916,749.01
	Payroll Clearing			779,790.75	3,156,371.33	(3,213,755.84)	50.61	722,456.85
	<b>GRAND TOTAL</b>		100.000%	56,967,225.19	38,904,510.15	(23,675,122.61)	4,511	67,494,252.11



**Note to Board of Trustees:**

All investments for month end for 01/31/2022 have been made in compliance with board policy and the Public Funds Investment Act.

**Mike White**  
CFO