

Agenda of Regular Meeting The Board of Trustees Midlothian ISD

A Regular meeting of the Board of Trustees of Midlothian ISD will be held September 21, 2020, beginning at 5:00 PM.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed on the agenda, which is attached to, and made a part of this Notice. Items do not have to be taken in the order shown on this meeting notice.

Due to health and safety concerns related to the COVID-19 coronavirus as well as scheduling of board members, this meeting will be conducted by videoconference or telephone call. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provision of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the Governor issued on March 16, 2020. For those attending in person, social distancing guidelines will be followed. Members of the public may access this meeting in real time by clicking the [video conference link](#) and selecting the Board of Trustees Regular Meeting for September 21, 2020.

The open portions of this meeting will be recorded and made available on the MISD website 24 hours following the meeting.

PUBLIC COMMENT - In accordance with the Open Meetings Act and Local District Policy, BED(LOCAL), members of the public wishing to address the Board during the public comment portion of a special meeting shall be limited to items on the agenda posted with notice of the meeting.

Individuals wishing to speak remotely or to be read into the record, should complete an online [Public Comment Form](#) for remote participation prior to 4:00 pm on September 21, 2020; in-person participants must sign in and complete a "Public Comment Participation Form" and present it to the Board President or designee by 5:20 p.m. on September 21, 2020. If a completed form for public comment is not received by the applicable deadline posted, the individual will not be able to participate in public comment at this meeting.

Whether in-person or virtual, speakers are limited to five minutes. In accordance with the Texas Open Meetings Act, Board Members will listen to the comments. The Board, through the presiding officer or Superintendent, can offer factual information, cite Board policy, or direct the administration to investigate items and report back to the Board, but shall not engage in a two-way dialogue with patrons.

1. CALL TO ORDER

2. FIRST ORDER OF BUSINESS

- A. Announcement by the presiding officer that a quorum of Board members is present, that the meeting has been duly called, and that notice of the meeting has been posted in accordance

- with the Texas Open Meetings Act, Texas Government Code Chapter 551
3. CLOSED SESSION as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551.
 - A. Consideration of Personnel, Texas Government Codes 551.074 - Resignations, Terminations, and Non-renewals of Professional Employees, Employment, Leaves of Absences, Personnel Issues
 - B. Consider Purchase, Exchange, Lease, or Value of Real Property 551.072
 1. Consideration of sealed bids received by the District in response to the solicitation of bid for the sale of the District's interest in the following described properties: The surface only and any improvements thereto described as being:
PROPERTY 1: Lot 2, Midlothian Heritage High School, being approximately 6.076 acres of vacant land located at the northwest corner of FM 1387 and Walnut Grove Road, Midlothian, Texas 76065; and
PROPERTY 2: Lot 3, Midlothian Heritage High School, being approximately 1.520 acres of vacant land located at the northwest corner of FM 1387 and Westminster Drive, Midlothian, Texas 76065
 - C. Students, Texas Government Code 551.082, 551.0821
 1. Discipline Issues
 2. Non-Discipline Issues
 4. RECONVENE TO OPEN SESSION
 5. INTRODUCTION OF MEETING
 - A. Invocation
 - B. Pledges of Allegiance
 6. PRESENTATIONS / RECOMMENDATIONS
 - A. AP Scholar Recognition
 - B. National Merit Scholars
 7. PUBLIC COMMENT - Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED (LOCAL). Individuals wishing to speak should sign in and complete a "Public Comment Form" and present it to the Board President or designee by 5:50 p.m. Speakers are limited to five minutes. In accordance with the Texas Open Meetings Act, Board Members will listen to the comments. The Board, through the presiding officer or Superintendent, can offer factual information, cite Board policy, or direct the administration to investigate items and report back to the Board, but shall not engage in a two-way dialogue with patrons on items not listed on the agenda.
 8. CONSENT AGENDA
 - A. Consider Meeting Minutes
 1. August 17, 2020 - Regular Meeting Minutes
 2. September 1, 2020 - Special Meeting Minutes
 - B. Consider Requisitions over \$50,000
 - C. Consider Budget Amendments
 - D. Consider Approval of Gifts and/or Donations
 - E. Consider Annual Investment Policy and Report
 - F. Consideration of the Upcoming MISD RFP Calendar

G. Consider Update 115

H. Consideration of an Amendment to the Agreement with the Midlothian Historic
Gymnasium Project

9. DISCUSSION/ACTION ITEMS

A. Consider Bond Orders

1. An Order Authorizing the Issuance of Midlothian Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-A; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; Authorizing the Execution and Delivery of a Purchase Agreement Relating to Such Bonds; Approving the Preparation of an Official Statement and Notice of Sale; and Enacting Other Provisions Relating Thereto
2. An Order Authorizing the Issuance of Midlothian Independent School District Unlimited Tax Refunding Bonds, Series 2020-B; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; Authorizing the Execution and Delivery of a Purchase Contract and a Paying Agent/Registrar Agreement Relating to Such Bonds; Approving the Preparation of an Official Statement and Notice of Sale; and Enacting Other Provisions Relating Thereto

B. Set the Tax Rate for 2020/2021

C. Consider 2Q2020 Demographic Report

D. Consideration of Approval of the Schematic Design for Elementary No. 08

E. Consider to Approve School Attorney/Firm

F. Action, if any, on Items Discussed in Closed Session

1. Consideration of and possible action, including adoption of a resolution, regarding sealed bids received by the District for the sale of the District's interest in the following described property: The surface only and any improvements thereto described as being: PROPERTY 1: Lot 2, Midlothian Heritage High School, being approximately 6.076 acres of vacant land located at the northwest corner of FM 1387 and Walnut Grove Road, Midlothian, Texas 76065.
2. Consideration of and possible action, including adoption of a resolution, regarding sealed bids received by the District for the sale of the District's interest in the following described property: The surface only and any improvements thereto described as being: PROPERTY 2: Lot 3, Midlothian Heritage High School, being approximately 1.520 acres of vacant land located at the northwest corner of FM 1387 and Westminster Drive, Midlothian, Texas 76065.

10. INFORMATION ITEMS

A. Update on Teacher Incentive Allotment Program

B. Consider Strategic Plan and Long Range Planning Process

C. 2020-2021 District and Campus Improvement Plan Process

D. Midlothian Education Foundation Presentation

E. Consider Results from Inter-district Survey of First Responders, Aramark, SROs and Part-Time Staff

F. Consider Process for Naming Elem 8 (CW Local)

G. Board Priority 1-B: Goal 3 Safety and Security Department of Learning SELReport

H. Consider Replacement Schedules

I. Consider Usage and Designation of Portions of Fund Balance

J. Superintendent's Report and Announcements

1. Business Reports

2. Key Dates

11. ADJOURNMENT OF MEETING

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed meeting or session of the Board of Trustees is required, then such closed meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

551.071	Private consultation with the board's attorney.
551.072	Discussing purchase, exchange, lease, or value of real property.
551.073	Discussing negotiated contracts for prospective gifts or donations.
551.074	Discussing personnel or to hear complaints against personnel.
551.075	To confer with employees of the school district to receive information or to ask questions.
551.076	Considering the deployment, specific occasions for, or implementation of, security personnel, or devices.
551.082	Considering discipline of a public school child, or complaint or charge against personnel.
551.0821	Discussing personally identifiable information about a public school student.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employees groups.
551.084	Excluding witnesses from a hearing.

Should any final action, final decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

{{PostingInformation}}

Theda McGrew

Superintendent Administrative Assistant

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	AP Scholars Recognition	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	College Board AP Scholars for 2020 11th, 12th, 12th+ Grade Students: 49 AP Scholars: Students who received scores of 3 or higher on three or more AP Exams 19 AP Scholars with Honors: Students who received an average score of at least 3.25 on all AP Exams taken, and scores of 3 or higher on four or more of these exams 24 AP Scholars with Distinction: Students who received an average score of at least 3.5 on all AP Exams taken, and scores of 3 or higher on five or more of these exams. 3 National AP Scholars: Students in the United States who receive an average score of at least four (4) on all AP Exams taken, and scores of four (4) or higher on eight or more of these exams National Commended AP Scholars: Midlothian High School (2) ● Landon Buford, 12th ● Katherine Watford, Graduated Midlothian Heritage High School (1) ● Lauren Sims, 12th We are recognizing current 11th and 12th grade students for Midlothian and Heritage High Schools via video presentation and will send out on MISD social media.	
Fiscal Impact/Budget Function Code:	N/A	
Policy:	N/A	
District Goal:	Design innovative learning environments while increasing academic rigor through aligned teaching and learning.	

Administration Recommended Option:	Presentation – Recognition of Students
Motion:	N/A
Presenter:	Judy Walling

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Board Recognition of National Merit Honor Recipient	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	Midlothian ISD has one nationally recognized student as a National Merit Semifinalist for the 2020-2021 school year. Each year, the National Merit Scholarship Program names 16,000 students nationwide as National Merit Semifinalists. To qualify, the students took the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) as juniors and placed in the top 1 percent of scores out of 1.6 million U.S. high school students. The National Merit Scholarship Program also names 34,000 students each year as National Merit Commended Scholars. These students took the PSAT/NMSQT as juniors and placed in the top 2 percent of scores nationwide. We will be recognizing the Commended Scholars in October after we receive notification from the College Board. We are recognizing Lauren Sims from Heritage High School as a 2021 National Merit Semifinalist. Additionally, Lauren is an AP Scholar with Distinction and a National AP Scholar. She also received a perfect ACT score. The ACT test consists of tests in English, Mathematics, Reading, and Science each scored on a scale of 1-36. A student's composite score is the average of the 4 test scores.	
Fiscal Impact/Budget Function Code:	N/A	
Policy:	N/A	
District Goal:	Design innovative learning environments while increasing academic rigor through aligned teaching and learning.	
Administration Recommended Option:	Presentation only	
Motion:	N/A	
Presenter:	Judy Walling	

Minutes of Regular Meeting
The Board of Trustees
August 17, 2020

Board Members Present: Matt Sanders Carl Smith Heather Prather Tami Tobey
Bobby Soto Gary Vineyard Andrea Walton

Administration Present: Lane Ledbetter Courtney Carpenter Karen Fitzgerald*
Judy Walling Leslie Garakani KayLynn Day
Jim Norris

**Participated virtually.*

1. CALL TO ORDER

- A. Announcement by the presiding officer that a quorum of Board members is present, that the meeting has been duly called, and that notice of the meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

The meeting was called to order at 5:00 p.m. with a quorum of Board members present.

The Board moved out of open session at 5:02 and into executive session at 5:07 p.m.

2. CLOSED SESSION as authorized by the Texas Open Meetings Act, Texas Government Code Ch 551.

- A. Consideration of Personnel, Texas Government Codes 551.074 - Resignations, Terminations, and Non-renewals of Professional Employees, Employment, Leaves of Absences, Personnel Issues
1. Consider Recommendation for Diversity, Equity, and Inclusion Director Position
- B. Consider Purchase, Exchange, Lease, or Value of Real Property 551.072
- C. Consider TEA Investigation Update
- D. Students, Texas Government Code 551.082, 551.0821
1. Discipline Issues
2. Non-Discipline Issues

The Board moved out of executive session at 5:59 p.m.

3. RECONVENE TO OPEN SESSION

The Board moved back into open session at 6:07 p.m.

4. INTRODUCTION OF MEETING

- A. Invocation

The invocation was given by Bobby Soto.

- B. Pledges of Allegiance

The pledges were led by the Dieterich Middle School Cheerleaders.

5. PCAT BUS DRIVER OF THE YEAR AWARD

Deanna Cannon recognized Steve Mosely, MISD Bus Driver, as the PCAT Bus Driver of the Year.

6. PUBLIC COMMENT - Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED(LOCAL). Individuals wishing to speak should sign in and complete a "Public Comment Form" and present it to the Board President or designee by 5:50 p.m. Speakers are limited to five minutes. In accordance with the Texas Open Meetings Act, Board Members will listen to the comments. The Board, through the presiding officer or Superintendent, can offer factual information, cite Board policy, or direct the administration to investigate items and report back to the Board, but shall not engage in a two-way dialogue with patrons on items not listed on the agenda.

David Thomas, 205 Lawson Farms, Midlothian – encouraged the Board to take advantage of the enrichment penny.

Patrick Carmichael, 417 Mt. Peak Drive, Midlothian – spoke about STAAR testing, mid-year evaluations, and testing scores.

Traci Williams, 2630 Springer Road, Midlothian – spoke to a resolution for trustees to be more respectful to each other in and outside of the board meetings.

7. CONSIDER ACTION ON ITEMS DISCUSSED IN CLOSED SESSION

Heather Prather moved, seconded by Bobby Soto, to approve Ms. Chalisa Fain, as the Diversity Equity and Inclusion Director for Midlothian ISD. The motion passed with a vote of 7-0.

8. CONSENT AGENDA

A. Consider Meeting Minutes

1. April 16, 2020 - Special Meeting Minutes - *Amended*
2. June 2, 2020 - Special Meeting Minutes
3. July 20, 2020 - Regular Meeting Minutes
4. July 27, 2020 - Special Meeting Minutes
5. July 30, 2020 - Special Meeting Minutes
6. August 4, 2020 - Special Meeting Minutes
7. August 6, 2020 - Special Meeting Minutes
8. August 10, 2020 - Special Meeting Minutes

B. Consider MEF Annual Report and Agreement for 2020-2021

C. Consider Approval of Safety Audit

D. Consider Requisitions over \$50,000

E. Consider Approving the Nov. 3, 2020 Election Contract with the Ellis County Elections Office

F. Consider Amending the Election Order and Notice for the 2020 Trustee Election (Nov. 3, 2020)

G. Consider Revision to the YMCA Agreement for 2020-2021

H. Consider Budget Amendments

I. Consider Library Board Membership for 2020/2021

J. Approval of District Continuing Disclosure Policies for Midlothian Independent School District

Outstanding Obligations

K. Consider Approval of Gifts and/or Donations

L. Consider T-TESS Appraisal Handbook, Calendar, List of Appraisers for 2020-21 and Proposed Appraisal Cycle and Local District Update(s): DNA (LOCAL)

Tami Tobey asked to pull Items A, B, and G. Andrea Walton asked to pull Items F and I.

Gary Vineyard asked to pull Item K.

Heather Prather moved, seconded by Bobby Soto, as presented with the exception of Items A, B, F, G, I and K. The motion passed with a vote of 7-0.

Item A: Minutes, Tami Tobey moved, seconded by Bobby Soto, to approve the minutes with the noted revisions. The motion passed with a vote of 7-0.

Item B: MEF Annual Report and Agreement for 2020-2021, Tami Tobey moved, seconded by Andrea Walton, to approve the MEF Agreement for 2020/2021 as presented. The motion passed with a vote of 7-0.

Item F: Amending the Election Order and Notice – Andrea Walton moved, seconded by Carl Smith, to approve the amended election order and notice as presented. The motion passed with a vote of 7-0.

Item G: Consider Revision to the YMCA Agreement for 2020-2021, Tami Tobey moved, seconded by Heather Prather, to approve the agreement with a vote of 7-0.

Item I: Library Board, Andrea Walton moved, seconded by Gary Vineyard, to approve the Library Board Membership as presented. The motion passed with a vote of 7-0.

Item K: Gifts/Donations – Gary Vineyard moved, seconded by Tami Tobey, to approve the gifts and donations as presented. The motion passed with a vote of 7-0.

9. DISCUSSION/ACTION ITEMS

A. Consider an Order Defeasing and Calling Certain Bonds for Redemption and Other Matters Relating to Midlothian Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2017-B

Andrea Walton moved, seconded by Tami Tobey, to approve the Order defeasing and calling certain bonds for redemption and other matters relating to Midlothian Independent School District variable rate unlimited tax refunding bonds, Series 2017-B. The motion passed with a vote of 7-0.

B. Consideration of the Resolution to Access an Additional Penny in the Tier 2 Tax Rate

Carl Smith moved, seconded by Heather Prather, to access the additional penny in the Tier 2 tax rate by raising the Tier 2 tax rate from \$0.04/\$100 to \$0.05/\$100 for Tax Year 2020. The motion passed with a vote of 7-0.

C. Consider TASB Delegate Representative for the 2020 TASA/TASB Convention

Gary Vineyard moved, seconded by Tami Tobey, to elect Andrea Walton as the MISD

representative to the TASB Delegate Assembly for 2020 and Bobby Soto as the alternate. The motion passed with a vote of 7-0.

D. Consider Board Standard Operating Procedures

The Board Standard Operating Procedures will be tabled until a new attorney has been selected and allow the attorney to review the SOP and provide direction.

10. INFORMATION ITEMS

A. School Health Advisory Council (SHAC) Annual Report 2019-20

Dr. Hemmle shared the 2019-2020 annual report and will bring a list of committee members for 20/21 to the Board in October for approval.

B. Board Priorities Standard 1A Departmental Updates: MPowered

The Board received an update on Standard 1A Departmental Updates: MPowered, from the Department of Learning as outlined in the Board priorities.

C. Consider TASB Local District Update 115

Update 115 was shared with trustees to review the legal and local proposed policy revisions. This agenda item serves as information only for the month of August and will be brought back for action in September.

D. Superintendent's Report and Announcements

1. Business Reports

2. Key Dates

- a. September 1, 2020 - Board Workshop, 7:00 p.m.
- b. September 21, 2020 - Regular Board Meeting
- c. October 19, 2020 - Regular Board Meeting
- d. November 16, 2020 - Regular Meeting

1. Consider Process and Timeline for Naming Elementary #8

11. ADJOURNMENT OF MEETING

The meeting adjourned at 7:23 p.m. on 8/17/2020.

Board President

Board Secretary

September 21, 2020

Date

Minutes of Special Meeting
The Board of Trustees
September 1, 2020

Board Members Present:	Matt Sanders Heather Prather	Carl Smith Bobby Soto	Tami Tobey Andrea Walton
Administration Absent:	Gary Vineyard		
Administration Present:	Lane Ledbetter Judy Walling Jim Norris	Courtney Carpenter Leslie Garakani,	Karen Fitzgerald KayLynn Day

1. FIRST ORDER OF BUSINESS

- A. Announcement by the presiding officer that a quorum of Board members is present, that the meeting has been duly called, and that notice of the meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551

The meeting was called to order at 5:30 p.m.

2. CLOSED SESSION as authorized by the Texas Open Meetings Act, Texas Government Code Ch. 551
No closed session for this meeting.

3. RECONVENE TO OPEN SESSION

N/A

4. PUBLIC COMMENT - In accordance with the Open Meetings Act and Local District Policy, BED (LOCAL), members of the public wishing to address the Board during the public comment portion of a SPECIAL MEETING shall be limited to items on the agenda posted with notice of the meeting.

Individuals wishing to speak remotely or to be read into the record, should complete an online Public Comment Form for remote participation prior to 4:00 pm; in-person participants must sign in and complete a "Public Comment Participation Form" and present it to the Board President or designee by 5:20 p.m.

Whether in person or virtual, speakers are limited to five minutes. In accordance with the Texas Open Meetings Act, Board Members will listen to the comments. The Board, through the presiding officer or Superintendent, can offer factual information, cite Board policy, or direct the administration to investigate items and report back to the Board, but shall not engage in a two-way dialogue with patrons.

None for this meeting.

5. INFORMATION ITEMS

A. Consider Student Achievement Information

Dr. Carpenter provided a brief overview and introduction to the learner experience, district goals, performance objectives, and metrics to reflect on the work that has been accomplished. The workshop provided an opportunity for dialogue among trustees about accountability and the direction and priorities of the district moving forward.

B. Action, if any, on Items Discussed in Closed Session
N/A

6. ADJOURNMENT OF MEETING

The meeting adjourned at 7:16 p.m.

Board President

Board Secretary

September 21, 2020

Date

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Requisitions over \$50,000	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The following: • Advanced Placement - testing supplies – General Fund - \$113,920 • Scarbrough, Medlin & Assoc. Inc. – DMS Property and Casualty Insurance – General Fund \$100,276	
Fiscal Impact/Budget Function Code:	These requisitions are budgeted from the General Fund.	
Policy:	CH (Local)	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.	
Administration Recommended Option:	It is the Administration's recommendation that the requisitions of \$50,000 or over be approved.	
Motion:	Presented as a consent item. If the item is pulled from the consent agenda, the motion might be: "I make a motion to approve the requisitions of \$50,000 or over as presented."	
Presenter:	Jim Norris	

REQ DATE
08/17/2020

REQUISITION NUMBER
0000092906

PRINTED 08/17/2020

VENDOR KEY : APEXA 000
SHIP DATE : 08/17/2020
FISCAL YEAR : 2020-2021
ENTERED BY : GREENJAM000
ORIGINAL REQ # : 0000092906

VENDOR:
AP PROGRAM
AP EXAMS
PO BOX 6671
PRINCETON, NJ 08541-6671

SHIP TO:
MIDLOTHIAN I.S.D.
100 WALTER STEPHENSON ROAD
MIDLOTHIAN, TX 76065

ATTN: JAMIE GREENE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		AP Tests for High Schools 2020-21		
		Estimated MHS tests - 922 X \$80.00 (net cost to district with	73760.00000	73,760.00
		Total Registration fees & refunds factored) = \$73,760.00		
1		Estimated MHS tests - 502 X \$80.00 (net cost to district with	40160.00000	40,160.00
		Total Registration fees & refunds factored) = \$40,160.00		
		Invoices provided to campuses for test materials received		
		Please Return P/O to Jamie Greene		
ACCOUNT SUMMARY (FOR INTERNAL USE)				
ACCOUNT NUMBER		ACCOUNT AMOUNT		
199 E 11 6339 00 001 0 38 000		73,760.00		
199 E 11 6339 00 003 0 38 000		40,160.00		
			PAGE TOTAL	113,920.00
			TOTAL	113,920.00

This is a Requisition and not an official Purchase Order.
The District is not financially responsible for the
unauthorized purchases made with a Requisition.

REQ DATE
09/03/2020

REQUISITION NUMBER
0000093505

PRINTED 09/03/2020

VENDOR KEY : SCARBROU000
SHIP DATE : 09/03/2020
FISCAL YEAR : 2020-2021
ENTERED BY : OAKLETIN000
ORIGINAL REQ # : 0000093505

VENDOR:
SCARBROUGH MEDLIN & ASSOC INC
5700 GRANITE PARKWAY STE 500
PLANO, TX 75024

SHIP TO:
MIDLOTHIAN I.S.D.
100 WALTER STEPHENSON ROAD
MIDLOTHIAN, TX 76065

PHONE: (214) 423-3333 FAX: (214) 423-3350

ATTN: TINA OAKLEY

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		Property Casualty Insurance for Dieterich Middle School - Policy # Pc070-908-20 - 09/01/20-09/01/21 ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER ACCOUNT AMOUNT 199 E 51 6429 97 903 0 99 999 100,276.00 CommCode: Insurance Coverages	100276.00000	100,276.00
			PAGE TOTAL	100,276.00
			TOTAL	100,276.00

This is a Requisition and not an official Purchase Order.
The District is not financially responsible for the
unauthorized purchases made with a Requisition.

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	2020-2021 Budget Amendment	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	The following amendments have been presented to the Board for consideration for September 2020: <u>General Operating Fund</u> • Revise budget for donation from Uber Dallas/Buckley Oil for The MILE Furniture \$14,400. • Revise budget for potential COVID unbudgeted expenses. • Transfer \$3,414 Data Processing to Security for Smart Pass hall pass software for campuses for Technology. • Transfer \$4,000 from Instructional Administration to Staff Development for contract services for Curriculum. • Transfer \$3,500 from School Leadership to Staff Development for contract services for Curriculum. • Transfer \$55,882 from Debt Service to Maintenance to cover overage of DMS Property & Casualty Insurance. <u>Food Service</u> • Revise budget for \$15,000 for No Kid Hungry grant. <u>Interest and Sinking Fund</u> • Revise budget for 2017 B refunding on August 3, 2020.	
Fiscal Impact/Budget Function Code:	None	
Policy:	CE (Legal), CE (Local)	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.	
Administration Recommended Option:	It is the Administration's recommendation that the amendments be approved.	
Motion:	Presented as a consent item. If the item is pulled from the consent agenda, the motion might be: "I make a motion to approve the budget amendments to the 2020-2021 budget as presented."	
Presenter:	Jim Norris	

Adopted/Amended Budgets for Funds 170, 180, and 199 (Library, Athletics, General Fund)

Adopted/Amended Budgets for Funds 170, 180, and 199 (Library, Athletics, & General Fund)

	<u>% OF BUDGET</u>	<u>ORIGINAL BUDGET TOTALS</u>	<u>PREVIOUS AMENDMENTS</u>	<u>THIS AMENDMENT</u>	<u>AMENDED BUDGET TOTALS</u>	<u>% OF BUDGET</u>
Revenues						
57 Local	55.94%	\$53,871,878	\$0	\$14,400 [1]	\$53,886,278	55.95%
58 State	42.94%	\$41,346,541	\$0	\$0	\$41,346,541	42.93%
59 Federal	1.12%	\$1,079,500	\$0	\$0	\$1,079,500	1.12%
Total Revs FY20-21	100.00%	<u>\$96,297,919</u>	<u>\$0</u>	<u>\$14,400</u>	<u>\$96,312,319</u>	100.00%
Expenditures FUNCTION						
11 Instruction	53.20%	\$51,243,690	\$1,100,962	\$24,400 [1] [2]	\$52,369,052	53.02%
12 Media Services	1.14%	\$1,093,568	\$0	\$0	\$1,093,568	1.11%
13 Staff Development	1.41%	\$1,353,623	(\$15,962)	\$7,500 [4] [5]	\$1,345,161	1.36%
21 Instructional Administration	1.21%	\$1,161,926	\$0	(\$4,000) [4]	\$1,157,926	1.17%
23 School Leadership	4.96%	\$4,775,969	\$0	(\$3,500) [5]	\$4,772,469	4.83%
31 Counseling Services	3.35%	\$3,229,121	\$0	\$0	\$3,229,121	3.27%
32 Social Work Services	0.00%	\$0	\$0	\$0	\$0	0.00%
33 Health Services	1.15%	\$1,109,929	\$0	\$10,000 [2]	\$1,119,929	1.13%
34 Transportation	2.58%	\$2,479,708	\$394,228	\$0	\$2,873,936	2.91%
36 Extra/Co-Curricular Activities	4.51%	\$4,341,072	\$0	\$0	\$4,341,072	4.39%
41 Central Administration	3.83%	\$3,690,131	\$0	\$0	\$3,690,131	3.73%
51 Maintenance	9.69%	\$9,333,748	\$802,700	\$235,882 [2] [6]	\$10,372,330	10.50%
52 Security	1.47%	\$1,414,324	\$7,300	\$3,414 [3]	\$1,425,038	1.44%
53 Data Processing	2.06%	\$1,981,436	\$0	(\$3,414) [3]	\$1,978,022	2.00%
61 Community Services	0.01%	\$8,500	\$0	\$0	\$8,500	0.01%
71 Debt Service	0.24%	\$228,602	\$0	(\$55,882) [6]	\$172,720	0.17%
81 Facilities	0.00%	\$0	\$0	\$0	\$0	0.00%
95 JJAEP	0.06%	\$60,000	\$0	\$0	\$60,000	0.06%
97 Payments to Tax Increment Fund	8.52%	\$8,200,572	\$0	\$0	\$8,200,572	8.30%
99 Tax Costs	0.61%	\$592,000	\$0	\$0	\$592,000	0.60%
Total Exps FY20-21	100.00%	<u>\$96,297,919</u>	<u>\$2,289,228</u>	<u>\$214,400</u>	<u>\$98,801,547</u>	100.00%
Budgeted Increase / (Decrease) to Fund Balance		<u>\$0</u>	<u>(\$2,289,228)</u>	<u>(\$200,000)</u>	<u>(\$2,489,228)</u>	

[1] Revise budget for donation from Uber Dallas/Buckley Oil for The MILE Furniture \$14,400.

[2] Revise buget for potential COVID unbudgeted expenses.

[3] Transfer \$3,414 from Data Processing to Security for Smart Pass hall pass software for campuses for Technology.

[4] Transfer \$4,000 from Instructional Administration to Staff Development for contract services for Curriculum.

[5] Transfer \$3,500 from School Leadership to Staff Development for employee travel for Curriculum.

[6] Transfer \$55,882 from Debt Service to Maintenance to cover overage of DMS Property & Casualty Insurance.

Fund 240 Food Service

	<u>% OF BUDGET</u>	<u>ORIGINAL BUDGET TOTALS</u>	<u>PREVIOUS AMENDMENTS</u>	<u>THIS AMENDMENT</u>	<u>AMENDED BUDGET TOTALS</u>	<u>% OF BUDGET</u>
Revenues						
57 Local	62.87%	\$2,438,261	\$0	\$15,000 [1]	\$2,453,261	63.01%
58 State	0.30%	\$11,668	\$0	\$0	\$11,668	0.30%
59 Federal	36.83%	\$1,428,487	\$0	\$0	\$1,428,487	36.69%
Total Revs FY20-21	100.00%	<u>\$3,878,416</u>	<u>\$0</u>	<u>\$15,000</u>	<u>\$3,893,416</u>	100.00%
Expenditures						
FUNCTION						
35 Food Service	98.45%	\$3,633,083	\$0	\$15,000 [1]	\$3,648,083	98.46%
51 Maintenace	1.55%	\$57,100	\$0	\$0	\$57,100	1.54%
Total Exps FY20-21	100.00%	<u>\$3,690,183</u>	<u>\$0</u>	<u>\$15,000</u>	<u>\$3,705,183</u>	100.00%
Budgeted Increase /						
(Decrease) to						
Fund Balance						
		<u>\$188,233</u>	<u>\$0</u>	<u>\$0</u>	<u>\$188,233</u>	

[1] Revise budget for \$15,000 for No Kid Hungry grant.

Fund 599 Debt Service

	ORIGINAL BUDGET TOTALS	PREVIOUS AMENDMENTS	THIS AMENDMENT	AMENDED BUDGET TOTALS	% OF BUDGET
Revenues					
57 Local	\$28,229,986	\$0	\$0	\$28,229,986	45.88%
58 State	\$407,464	\$0	\$0	\$407,464	0.66%
59 Federal	\$0	\$0	\$0	\$0	0.00%
79 Other Sources	\$0	\$0	\$32,894,770	\$32,894,770	53.46%
Total Revs FY20-21	<u>\$28,637,450</u>	<u>\$0</u>	<u>\$32,894,770</u>	<u>\$61,532,220</u>	100.00%
Expenditures					
FUNCTION					
71 Debt Service	\$26,344,148	\$0	\$32,889,619	\$59,233,767	96.27%
89 Other Uses	<u>\$2,293,302</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,293,302</u>	3.73%
Total Exps FY20-21	<u>\$28,637,450</u>	<u>\$0</u>	<u>\$32,889,619</u>	<u>\$61,527,069</u>	100.00%
Transfers In	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	0.00%
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
Budgeted Increase / (Decrease) to Fund Balance	<u>\$0</u>	<u>\$0</u>	<u>\$5,151</u>	<u>\$5,151</u>	

[1] Revise budget for 2017 B refunding on August 3, 2020.

Midlothian I.S.D. School Board
Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consider Donations and Gifts to the District	
Supporting Document(s):	Electronic: Yes ☐ No ☒	Hard Copy: Yes ☐ No ☒
Background Information:	According to CDC (LOCAL), “The Board may accept any bequest or gift of money or property on behalf of the District. The gift shall become the sole property of the District for its use and disposition. All gifts shall be given to the District and not to a particular school. At the discretion of the superintendent or designee, the gift may be used in a particular school.” The Oaks Church \$5,000 monetary donation to MISD CNB \$2,500 monetary donation to MISD	
Fiscal Impact/Budget Function Code:	Additional \$7,500	
Policy:	CDC (LOCAL)	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning space	
Administration Recommended Option:	Accept the donations	
Suggested Motion	This is a consent item. If the item is pulled a motion might be: “I make a motion to approve the donation(s) to the District as presented.”	
Presenter:	Lane Ledbetter	

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consider Annual Investment Policy and Report	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	Board Policy CDA (LEGAL) requires the Board to: • Review its investment policy and strategies annually ○ These are included in CDA (LOCAL) which is attached • Approve investment training sources for District investment officers ○ This list is included in the attached resolution under the first bullet • Approve a list of qualified brokers authorized to engage in investment transactions for the District ○ No list is included. The District is not currently investing in securities that require the services of a broker. • Adopt a written instrument stating that it has reviewed the investment policy and strategies. The written instrument must record any changes to policy and strategies. ○ Administration is presenting the Board a Resolution for its consideration. Board Policy CDA (LOCAL) requires Administration to present a comprehensive report on the investment program and activity to the Board on an annual basis. • A spreadsheet for the fiscal year ended June 30, 2020 is attached for the Board's review Documents following include: Board Policy CDA (LOCAL) which includes the District investment policy and strategies, the <i>Resolution Approving the Requirements of the Public Funds Investment Act</i>; and the annual investment report that includes activity for the prior fiscal year.	
Fiscal Impact/Budget Function Code:	There were no changes in the <u>types</u> of investments for the year. The total earned interest for FY2020 was \$1,576,879, which was \$1,892,091 less than the previous year. Interest rates dropped dramatically with the onset of COVID 19, approximately 2.17% at both of the pools, during the course of the 19-20 fiscal year. Overall balances in investments were more due to the sale of the final \$120 M of 2016 Bonds. TexPool and Lone Star continue to be the district's primary investment tools. In summary, the General Fund earned \$472,563 in interest in FY2020; the Debt Service Fund earned \$200,041; and the Construction Funds earned \$879,484. The other smaller funds combined earned \$24,791 in interest.	
Policy:	CDA (LEGAL) and CDA (LOCAL)	

District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.
Administration Recommended Option:	It is the recommendation of Administration that the <i>Resolution Approving the Requirements of the Public Funds Investment Act</i> be approved.
Motion:	Presented as a consent item. If pulled, a suggested motion might be “I move that the Resolution Approving the Requirements of the Public Funds Investment Act be approved as presented.”
Presenter:	Jim Norris

Midlothian ISD Investments
07/01/19-06/30/20

	Balance at 07/01/19	Deposits	Withdrawals	Interest	Balance at 06/30/20	Fund Totals	First Financial Checking & MMA	Lone Star	TexPool	Total
Fund 163 Payroll										
Checking Account-FFB	126,960.50	64,712,629.06	(64,772,546.14)	7,070.30	74,113.72	74,113.72	74,113.72			
						74,113.72				
Fund 199 General Fund										
Worker Comp Checking Account-FFB	19.53	600.00	(523.00)	0.48	97.01		97.01			
Lone Star Investment Pool	4,192,079.00	48,971,416.74	(36,250,000.00)	154,646.45	17,068,142.19			17,068,142.19		
TexPool	23,478,345.13	102,668,112.84	(110,003,272.67)	281,346.76	16,424,532.06				16,424,532.06	
						33,492,771.26				
Fund 240 Food Service										
Money Market account-FFB	4,139.50	1,722,911.28	(1,548,739.37)	4,074.43	182,385.84		182,385.84			
TexPool	377,230.94	140,996.63	(29,385.61)	5,200.48	494,042.44				494,042.44	
						676,428.28				
Fund 461 Campus Activity										
TexPool	824,166.37	159,240.39	(266,673.14)	11,644.83	728,378.45				728,378.45	
						728,378.45				
Fund 499 Child Care										
TexPool	296,756.11	52,616.19	(147,363.04)	3,871.15	205,880.41				205,880.41	
						205,880.41				
Fund 599 Interest & Sinking (Debt Service)										
Lone Star Investment Pool	8,894,860.11	25,215,772.12	(26,400,000.00)	121,576.05	7,832,208.28			7,832,208.28		
TexPool	7,906,012.09	31,126,113.16	(29,045,432.18)	78,464.37	10,065,157.44				10,065,157.44	
						17,897,365.72				
Fund 694 Construction										
2017 Series A	2,645,088.22	-	(2,652,575.88)	7,487.66	0.00					
2017 Series B	526,406.50	-	(527,442.19)	1,035.69	(0.00)					
2017 Bonds Retainage	2,221,253.79	2,450,993.11	(1,803,736.21)	33,206.86	2,901,717.55					
2018 Series	66,845,731.62	2,577,779.35	(54,372,875.55)	733,968.53	15,784,603.95					
2020 Series	-	120,001,337.82	(3,924,302.08)	103,785.37	116,180,821.11					
						134,867,142.61			134,867,142.61	
Multi-fund Checking Account										
First Financial	5,650,069.34	169,505,360.91	(174,658,145.70)	29,499.09	526,783.64		526,783.64			
						526,783.64				
TOTALS	123,989,118.75	569,305,879.60	(506,403,012.76)	1,576,878.50	188,468,864.09	188,468,864.09	783,380.21	24,900,350.47	162,785,133.41	188,468,864.09
							1.214%	1.432%	1.422%	
The investments listed above comply with the District's investment policy as defined in CDA (Local) and with relevant provisions of the Government Code, Chapter 2256.										
Prepared by:										
Dr. Lane Leubetter, Superintendent										
Jim Morris, Assistant Superintendent for Finance and Operations										

Resolution Approving the Requirements of the Public Funds Investment Act

Be it resolved by the Board of Trustees of the Midlothian Independent School District as follows:

1. **Approval of Independent Sources of Instruction.** Texas Association of School Boards, Texas Association of School Administrators, Texas Association of School Business Officials, North Central Texas Council of Governments, Patterson and Associates, PFM Asset Management and any Texas Education Service Center are hereby approved as independent sources of instruction relating to investment responsibilities for the investment officer(s) of the district.
2. **Adoption of List of Qualified Brokers.** Since the District is not currently investing in government agency securities, municipalities or other investments requiring a broker, no list has been presented to the Board at this time.
3. **Annual Review of Investment Policy and Investment Strategies.** The Board acknowledges that it has reviewed the investment policy and investment strategies of the district. No changes in board policy or investment strategies have occurred since the last annual report.

Adopted at a regularly scheduled meeting of the Board of Trustees of the Midlothian Independent School District this 21th day of September 2020.

Matt Sanders
President, Board of Trustees

Heather Prather
Secretary, Board of Trustees

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Review of the Upcoming MISD RFP Calendar	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	MISD adheres strictly to the purchasing laws mandated by the Texas Education Code 44.031 and MISD Board Policies CVA and CH. These rules govern our purchasing department and the majority of our purchasing is done via proposals or bids. Whether the process be called bids, request for proposals, or requests for quotation, the process is very similar. The purpose and intent for the procurement process is to help public schools obtain the best products and services at the lowest practical price in the best interest of the taxpayers by simulating competition. Midlothian ISD is committed to fair and equal competition among all vendors. As part of the procurement process, the schedule of upcoming proposals/bids will be given to the board at least annually and updated as needed. This is a complete listing of what is anticipated currently for this fiscal year, but may be updated as necessary.	
Fiscal Impact/Budget Function Code:	No fiscal impact for 2020-2021	
Policy:	MISD Policies CH and CVA	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.	
Administration Recommended Option:	It is the administration's recommendation to approve the RFP Calendar as presented.	
Motion:	Presented as part of the consent agenda; however, if pulled a motion might be, "I move to approve the RFP Calendar as presented."	
Presenter:	Jim Norris	

Projected 2020-2021 RFP Calendar

Anticipated Release of RFP	Category	Current Bid Number	Current Bid Expiration Date
September 24, 2020	Apparel & Accessories	1718-002	11/1/20
October 15, 2020	Ag/CTE Supplies, Services & Equipment	1718-005	12/31/20
October 15, 2020	Maintenance, Janitorial, Transportation Related Supplies	1718-004	12/31/20
November 19, 2020	Groundskeeping	1718-006	2/28/21
December 15, 2022	Maintenance, Janitorial, Transportation Contracted Services	1920-012	2/28/23
January 14, 2021	Fundraiser Organizations, Photographers, Pictures	1718-008	3/31/21
February 4, 2021	School, Office, Nurse and General Supplies and Equipment	1718-010	4/30/21
February 4, 2021	Athletic Supplies and Equipment	1718-011	4/30/21
March 25, 2021	Integrated Pest Management	1718-021	6/30/21
September 24, 2020	Medical and PPE Supplies, Materials & Equipment	*New	
TBD	Technology Supplies, Services, Software & Related Equipment	*New	
**			

Purpose of these bids/proposals is to procure the noted commodity on an as-needed basis for Midlothian ISD campuses and departments.

****** Other needs/supplies/services, etc. will be procured through the bid process when deemed necessary or required.

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Policy Update 115	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	Local Policy Updates provided by TASB (Update 115) BF - Board policies DIA - Freedom from Discrimination, Harassment, and Retaliation (employees) EI - Academic Achievement FD - Admissions FEB - Attendance Accounting FFG - Child Abuse and Neglect FFH - Freedom from Discrimination, Harassment, and Retaliation (students) FNG - Student and Parent Complaint/Grievances GF - Public Complaints	
Fiscal Impact/Budget Function Code:	N/A	
Policy:	BF, DIA, EI, FD, FEB, FFG, FFH, FNG, GF	
District Goal:	N/A	
Administration Recommended Option:	It is the administration's recommendation to approve the update to local policies as outlined and presented within TASB Update 115.	
Motion:	This is a consent agenda item; if pulled for discussion, the motion might be, "I move that the Board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 115."	
Presenter:	Shorr Heathcote	



(LOCAL) Policy Comparison Packet

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

In this packet, you will find:

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

Annotations are shown as follows.

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

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

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

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

BOARD POLICIES

BF
(LOCAL)

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

Organization

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

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

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

Terms

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

[See AB for District name terminology.]

Harmony with Law

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

Severability

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

Policy Development

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

Official Policy Manual

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

Adoption and Amendment

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

BOARD POLICIES

BF
(LOCAL)

	Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.
TASB Localized Updates	After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

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

Definitions

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

**Statement of
Nondiscrimination**

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

Discrimination

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

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

Prohibited Conduct

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

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

**Prohibited
Harassment**

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

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

Examples

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

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

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

**Sex-Based
Harassment**

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

Sexual Harassment

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

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

Examples

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

Retaliation

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

Examples

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

Prohibited Conduct

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

**Reporting
Procedures**

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

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

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

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

Definition of District Officials

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

Title IX Coordinator

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

ADA / Section 504 Coordinator

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

Superintendent

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

Alternative Reporting Procedures

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

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

Timely Reporting

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

Notice of Report

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

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

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

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

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

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

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

Initial Assessment

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

Interim Action

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

District Investigation

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

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

Concluding the Investigation

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

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

District Action

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

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

Confidentiality

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

Appeal

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

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

Response to Sexual Harassment—Title IX

General Response

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

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

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

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

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

Title IX Formal Complaint Process

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

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

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

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

Standard of
Evidence

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

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

Retaliation

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

Examples

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

Records Retention

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

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

Access to Policy and Procedures

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

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

**Meetings,
Conferences, and
Workshops**

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

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

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

Release Time

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

ACADEMIC ACHIEVEMENT

EI
(LOCAL)

**Certificate of
Coursework
Completion**

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

Partial Credit

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

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

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

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

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

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

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

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

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

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

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

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

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

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

Section 504

Committees

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

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

Referrals

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

Notice and Consent

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

Evaluation and
Placement

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

Review and
Reevaluation
Procedure

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

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

Examining Records

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

Right to Impartial
Hearing

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

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

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

Records Retention

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

ADMISSIONS

FD
(LOCAL)

Persons Age 21 and Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart from a parent, guardian, or other person having lawful control is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent. The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

ADMISSIONS

FD
(LOCAL)

**Grade-Level
Placement**

Accredited Schools

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

Nonaccredited
Schools

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

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

Transfer of Credit

Accredited Texas
Public Schools

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

Other Accredited or
Nonaccredited
Schools

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

Transition
Assistance

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

[See EI]

Withdrawal

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

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

ATTENDANCE
ATTENDANCE ACCOUNTING

FEB
(LOCAL)

**Attendance
Accounting System**

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

Alternative
**Attendance-
Taking Recording
Time**

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

**Parental Consent to
Leave Campus**

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

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LOCAL)

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

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

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

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

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

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

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

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

Confidentiality

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

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LOCAL)

	and disclosed only in accordance with the rules of the investigating agency.
Immunity	A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.
Failing to Report Suspected Child Abuse or Neglect	By failing to report suspicion of child abuse or neglect, an employee: 1. May be placing a child at risk of continued abuse or neglect; 2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report; 3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and 4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249. It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.
Responsibilities Regarding Investigations	In accordance with law, District officials shall be prohibited from: 1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect; 2. Requiring that a parent or school employee be present during the interview; or 3. Coercing someone into suppressing or failing to report child abuse or neglect. District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

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

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

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

**Statement of
Nondiscrimination**

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

Discrimination

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

Prohibited Conduct

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

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

**Prohibited
Harassment**

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

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

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

Examples

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

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

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(LOCAL)

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

**Sex-Based
Harassment**

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

**Sexual Harassment
By an Employee**

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

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

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

By Others

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

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

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

Examples

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

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

Gender-Based Harassment

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

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

Examples

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

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

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

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

Examples

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

Retaliation

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

~~Examples~~

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

False Claim

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

Prohibited Conduct

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

**Reporting
Procedures**

Student Report

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

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

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and dating violence, see the procedures below at Response to Sexual Harassment—Title IX.

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

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

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

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

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

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

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

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

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	tor shall take additional time if necessary to complete a thorough investigation. The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.
<i>Notification of Outcome</i>	Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.
District Action	
Prohibited Conduct	If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for those involved in the report complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.
Bullying	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
Appeal	A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

**Response to Sexual
Harassment–Title IX**

General Response

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

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

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

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

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

Title IX Formal
Complaint Process

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

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

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

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

Standard of
Evidence

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

Retaliation

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

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<u>Examples</u>	<u>Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.</u>
<u>False Claim</u>	A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.
Records Retention	The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records controlretention schedules, but for no less than the minimum amount of time required by law. [See CPC] [For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]
Access to Policy and Procedures	Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

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(LOCAL)

UIL Activities

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

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

Athletic Program

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

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

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

Non-UIL Activities

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

Overnight Trips

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

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(LOCAL)

Complaints

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

Other Complaint
Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

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

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12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

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

**Extracurricular
Activity Complaints**

For a complaint concerning a student's participation in an extracurricular activity that does not involve a violation of a right guaranteed by Education Code Chapter 26, the Level Two decision is final and may not be appealed to the Board.

**Notice to Students
and Parents**

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

Guiding Principles
Informal Process

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

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

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

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

**Freedom from
Retaliation**

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

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STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

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

Response

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

Days

"Days" shall mean District business days, ~~unless otherwise noted.~~ In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

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

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Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference. A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.
Level One	Complaint forms must be filed: 1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and 2. With the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal. If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One. If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

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The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

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

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

The Level One record shall include:

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

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

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

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

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

Level Three

With the exception of complaints regarding extracurricular activities, described above, if the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

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

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

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

The Level Two record shall include:

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

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

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

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The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

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

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

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Complaints

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

Other Complaint
Processes

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

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

**Freedom from
Retaliation**

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

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the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating
Complaints

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

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

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of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and
Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

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

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

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

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

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

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

The Level One record shall include:

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

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

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

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

Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

PUBLIC COMPLAINTS

GF
(LOCAL)

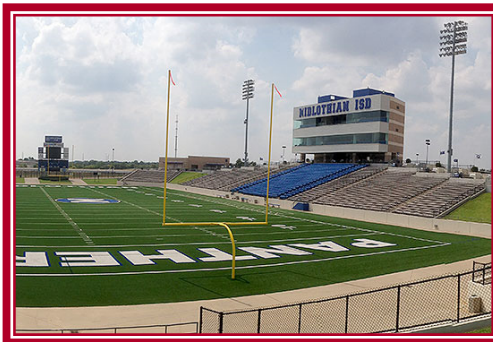
from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consideration of an Amendment to the Agreement with The Midlothian Historic Project	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	In October 2018, the School Board approved an Exclusive Purchase Option Agreement with the Midlothian Historic Gymnasium Project which allows this group to purchase the old gym at the original high school site if certain criteria were met. The building is located on the corner of S. 3rd Street and W. Ave E. The gym site is approximately 0.4 acre. The original agreement is set to expire on October 15, 2020. The criteria to be met were: 1. The improvements (gym) have historical significance; 2. A transfer of the property will further the preservation of the improvements; 3. The District does not and will not need the real property or improvements for educational purposes; 4. The entity to whom the transfer would be made has shown, to the satisfaction of the Board, that the entity intends to continue to use the real property and improvements for public purposes; and 5. The entity to whom the transfer would be made is a municipality, county, state agency, or non-profit organization exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986 as an organization described by Section 501(c)(3) of that code. A public hearing was held on September 17, 2018, to determine whether the entity seeking the transfer of the property meets the requirement of Texas Education Code 11.1541. Should the School Board be satisfied the entity has met the criteria then the School Board may elect to proceed with the conveyance of the Old Gym to the Midlothian Historic Gymnasium Project at the October meeting by adopting a resolution to that effect and enter into an Exclusive Purchase Option Agreement. The actual transfer of the deed will occur only once the provisions of the Resolution and the Exclusive Purchase Option Agreement are met. The group of citizens have obtained a 501(c) (3) tax status and started a fundraising process. At that time, the group asked for a two-year period of time in which to raise the funds necessary to renovate the building. Because of a potential funding source which will not be announced	

	until October, the group has asked MISD to <u>extend the agreement for one year</u> beginning October 15, 2020.
Fiscal Impact/Budget Function Code:	None at the present time
Policy:	CDB (Legal)
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.
Administration Recommended Option:	It is the recommendation of the Administration that the School Board extend the agreement for one year in order to donate the old Irvin Gym property to the Midlothian Historic Gym Project pursuant to the requirements of the resolution having been met.
Motion:	Presented as a consent item. In desired, a motion might be: "I move the Board extend the Exclusive Purchase Option Agreement with the Midlothian Historic Gymnasium Project until October 15, 2021, with all other requirements remaining the same."
Presenter:	Jim Norris



Review of Existing Debt Position and Potential Tax-Exempt and Taxable Refunding Opportunities

September 2020



Savings from District's Debt Management Practices

- ❑ Midlothian Independent School District (“MISD” or the “District”) has actively deployed various debt management practices to lower the borrowing costs of taxpayers. Such actions have reduced the cost of voter-approved bonds and provided MISD taxpayers with more than \$74.5 million of direct savings since year 2010!
 - ❖ \$ 49,793,724 – Bond Refundings and Prepayment of Bonds
 - ❖ \$ 24,771,925 – Lower Interest Rates from Prudent Use of Variable Rate Bonds
 - \$ 74,565,649 – Total Savings to Taxpayers**

■ Prudent Use of Variable Rate Bonds:

- ❖ Midlothian ISD has strategically incorporated variable rate bonds within its debt portfolio since year 2011 – lowering its borrowing cost by approximately \$24.77 million in comparison to the sale of fixed rate bonds.
- ❖ The District's interest rate on its existing \$45,685,000 Variable Rate Unlimited Tax Refunding Bonds, Series 2013-C is currently 1.50%, while the interest rate on its \$31,465,000 Variable Rate Unlimited Tax School Building Bonds, Series 2017-B is 0.47%.



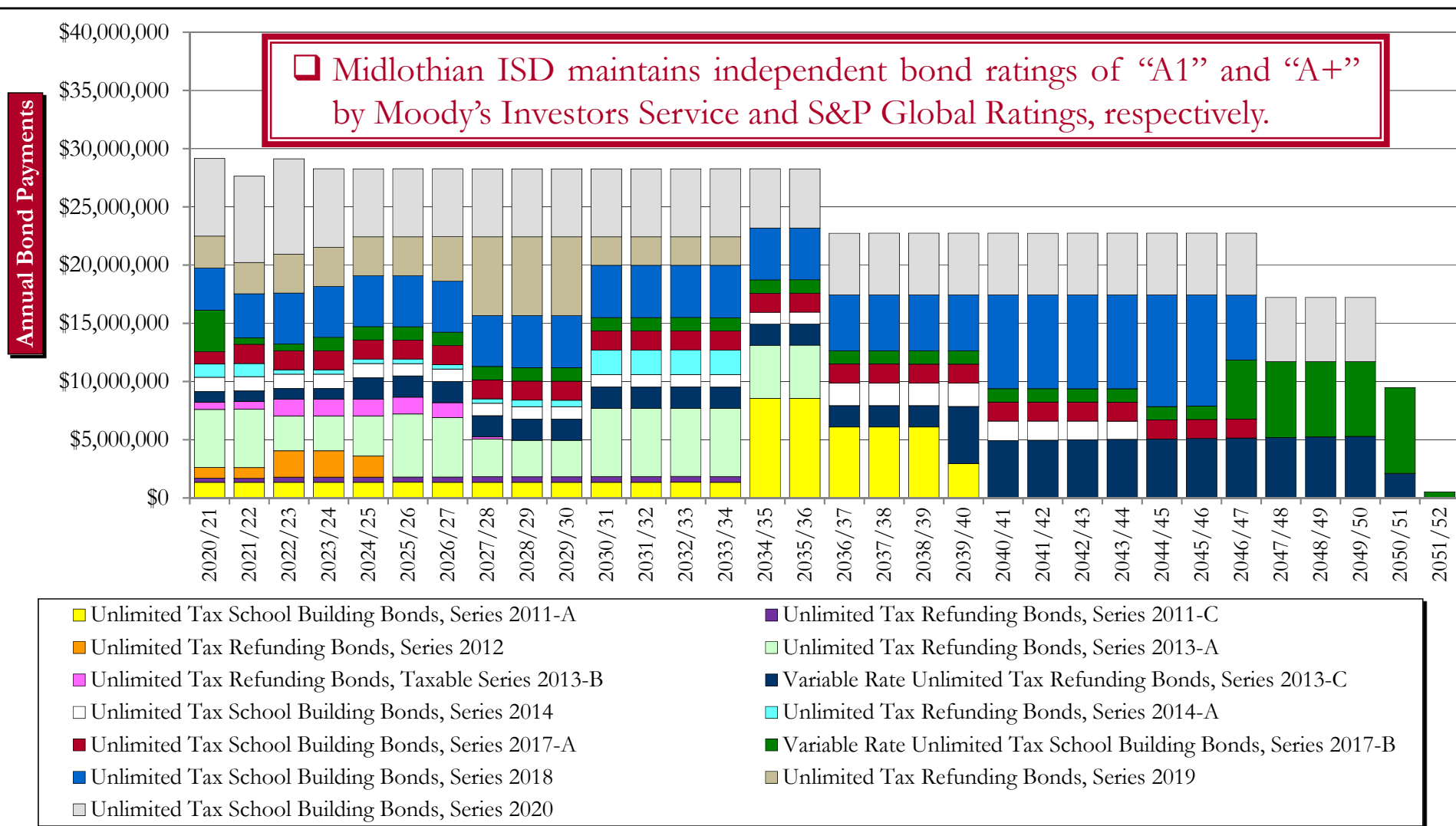
Savings from District's Debt Management Practices (Continued)

- **Bond Refundings and Prepayment of Bonds:** 7 bond refunding programs at a lower interest rate and prepayment of \$16.14 million of existing bonds – \$49.7 million of savings in future interest costs.

Summary of Interest Cost Savings – Bond Refunding Programs / Prepayment of Bonds			
Issue / Description	Series Refunded / Redeemed	Par Amount Refunded / Redeemed	Total Savings
Unlimited Tax Refunding Bonds, Series 2010	1999, 2002A, 2002B, 2004	\$ 51,989,575	\$ 4,695,827
Unlimited Tax Refunding Bonds, Series 2011-C	2002A, 2002B, 2004	5,811,437	1,090,308
Unlimited Tax Refunding Bonds, Series 2012	2004, 2005	7,259,431	1,857,643
Unlimited Tax Refunding Bonds, Series 2013-A	2005, 2006	56,357,656	9,989,146
Unlimited Tax Refunding Bonds, Taxable Series 2013-B	2004, 2004A, 2005	13,050,569	1,441,304
Unlimited Tax Refunding Bonds, Series 2014-A	2005	9,302,344	2,663,127
Unlimited Tax Refunding Bonds, Series 2019	2010	46,195,000	10,449,594
Total - Bond Refunding Programs at a Lower Interest Rate	---	\$ 189,966,012	\$ 32,186,949
Prepayment of Series 2006 Bonds - February 2016	2006	\$ 1,545,000	\$ 1,042,850
Prepayment of Series 2008 & 2013-C Bonds - February 2017	2008, 2013-C	3,435,000	2,480,325
Prepayment of Series 2017-B Bonds - February 2018	2017-B	1,730,000	2,352,800
Prepayment of Series 2013-C Bonds - February 2019	2013-C	1,400,000	1,792,000
Prepayment of Series 2017-B Bonds - February 2020	2017-B	5,200,000	6,656,000
Prepayment of Series 2017-B Bonds - February 2021	2017-B	2,830,000	3,282,800
Total - Prepayment of Bonds Prior to Scheduled Maturity	---	\$ 16,140,000	\$ 17,606,775
Totals	79	\$ 206,106,012	\$ 49,793,724



Dollar Amount and Structure of District's Existing Bonds



Note: Debt service payments reflect payments from September 1 through August 31. Assumes a 2.00% interest rate on the Series 2013-C Variable Rate Bonds through July 31, 2024 and 4.00% thereafter. Assumes a 2.00% interest rate on the Series 2017-B Variable Rate Bonds through July 31, 2023 and 4.00% thereafter.

MISD has a total principal amount of existing bonds equal to \$441,403,728 as of August 31, 2020.



Summary of the District's Outstanding Callable Bonds

- ❑ The District currently has \$369,830,000 of existing bonds eligible to be repaid or refinanced prior to maturity, as summarized in the table below.

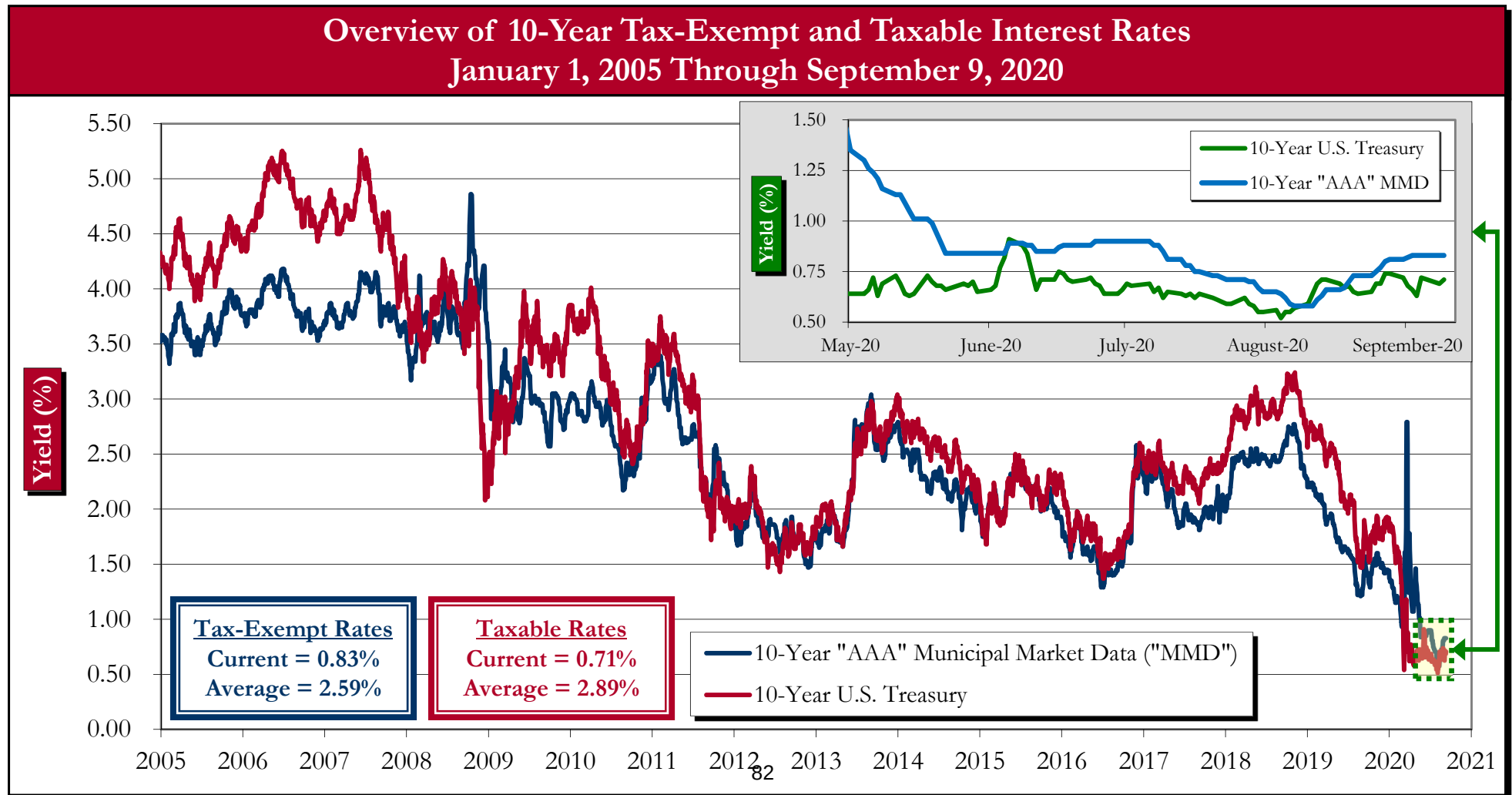
Midlothian ISD - Summary of Callable Unlimited Tax Bonds Outstanding - As of August 31, 2020						
Issue Description	Call Date	Principal Amount Outstanding	Principal Amount Callable	Callable Maturities	Final Maturity	Coupons: Callable Maturities
Unlimited Tax School Building Bonds, Series 2011-A	02/15/2021	\$ 26,200,000	\$ 26,030,000	2022 - 2040	2040	3.500% - 5.270%
Unlimited Tax Refunding Bonds, Series 2011-C	08/15/2021	4,805,000	4,635,000	2022 - 2034	2034	3.000% - 4.000%
Unlimited Tax Refunding Bonds, Series 2012	02/15/2022	6,883,145	6,070,000	2023 - 2025	2025	3.000%
Unlimited Tax Refunding Bonds, Series 2013-A	02/15/2023	50,225,000	43,645,000	2024 - 2036	2036	3.000% - 5.000%
Unlimited Tax Refunding Bonds, Taxable Series 2013-B	02/15/2023	7,045,000	5,260,000	2024 - 2028	2028	3.080% - 5.000%
Variable Rate Unlimited Tax School Building Bonds, Series 2017-B	08/01/2023	31,465,000	28,635,000	2047 - 2052	2052	Variable
Unlimited Tax School Building Bonds, Series 2014	02/15/2024	17,830,000	16,240,000	2025 - 2044	2044	3.125% - 5.000%
Unlimited Tax Refunding Bonds, Series 2014-A	02/15/2024	9,055,582	8,115,000	2029 - 2034	2034	4.000% - 5.000%
Variable Rate Unlimited Tax Refunding Bonds, Series 2013-C	08/01/2024	45,685,000	45,685,000	2040 - 2051	2051	Variable
Unlimited Tax School Building Bonds, Series 2017-A	02/15/2027	24,900,000	21,160,000	2028 - 2047	2047	4.000% - 5.000%
Unlimited Tax School Building Bonds, Series 2018	02/15/2027	73,445,000	68,940,000	2028 - 2047	2047	4.000% - 5.000%
Unlimited Tax Refunding Bonds, Series 2019	02/15/2029	38,860,000	15,440,000	2030 - 2034	2034	3.000% - 5.000%
Unlimited Tax School Building Bonds, Series 2020	02/15/2029	105,005,000	79,975,000	2030 - 2050	2050	3.000% - 5.000%
Totals	---	\$ 441,403,728	\$ 369,830,000	---	---	---
Note: Includes a \$2,830,000 defeasance of the District's Variable Rate Unlimited Tax School Building Bonds, Series 2017-B prior to scheduled maturity on February 1, 2021.						

- ❑ On August 17, 2020, MISD's Board of Trustees approved an order to defease \$2,830,000 of the Series 2017-B Bonds prior to scheduled maturity, saving taxpayers \$3,282,800 in future interest costs.



“Taxable” Vs. “Tax-Exempt” Interest Rates

- After the initial economic and interest rate shock resulting from the COVID-19 pandemic, both tax-exempt and taxable interest rates have continued to trend lower, potentially providing an opportunity for MISD to complete a refunding of its existing bonds at a lower interest rate.





Refunding Considerations

❑ “Tax-Exempt” Versus “Taxable” Refundings

■ Definitions:

- **Advance Refunding:** For purposes of certain tax and securities laws and regulations, a refunding in which the refunded issue remains outstanding (within a designated escrow account) for a period of more than 90 days after the issuance of the new refunding bonds.
- **Current Refunding:** A refunding transaction where the municipal securities being refunded will all mature or be redeemed within 90 days or less from the date of issuance of the new refunding bonds.

- As a direct result of “The Tax Cuts and Jobs Act of 2017,” Midlothian ISD may no longer complete a so-called advance refunding of its outstanding bonds on a “tax-exempt” basis, limiting the District’s ability to lock-in today’s interest rates.
- In lieu of a “tax-exempt” advance refunding, MISD may complete a “taxable” advance refunding of its bonds or, alternatively, wait to complete a “tax-exempt” current refunding.
- Based upon the District’s existing debt portfolio, except for the Series 2011-A Bonds (which are currently callable beginning in November 2020) and the Taxable Series 2013-B Bonds, a refunding of MISD’s existing fixed rate, callable bonds must be completed on a “taxable” basis.



Refunding Considerations

❑ State-Mandated “Par-to-Par” Test and Capital Appreciation Bonds

- Pursuant to existing State law, Midlothian ISD may not issue new bonds in a “par amount” that exceeds the “par amount” of the bonds being refunded.
- In order to comply with this State mandate and based upon the coupon structure of “taxable” securities demanded by potential investors, a “taxable” refunding may require the use of Capital Appreciation Bonds (“CABs”), something the District has historically tried to avoid given the higher cost associated with such bonds.

❑ Opportunity Cost of Advance Refundings (i.e. “Negative Arbitrage”)

- As previously experienced with “tax-exempt” advance refundings, there are inefficiencies in the escrow account to repay MISD’s refunded bonds until their redemption date since short-term investment rates generate less investment income than is permitted under Federal tax law (i.e. “Negative Arbitrage”).
- Please note, “Negative Arbitrage” does not change the savings summarized herein as it is not an “actual” cost – It is solely an opportunity cost.



Refunding Considerations

❑ Refunding Matrix:

- As an alternative to the historical guideline used by many municipal issuers of 3%-5% of Present Value Savings, the refunding matrix below may be helpful as a general guideline for evaluating bond maturities for a potential refunding, while considering the “Negative Arbitrage” applicable to the particular existing bond maturity.

Refunding Matrix – Required Minimum Percentage of Present Value Savings			
Years After Call Date	Years to Call Date		
	0 – 2	3 – 6	7 – 10
0 – 3	1.0%	2.0%	4.0%
4 – 7	2.0%	3.5%	5.0%
8 – 12	4.0%	6.0%	8.0%
13 – 20	5.0%	7.0%	9.0%
20-plus	5.0%	8.0%	10.0%
“Negative Arbitrage” may not exceed 50% of the Present Value Savings.			

- Based upon the above matrix, a refunding that produces in excess of 3% Present Value Savings and a ratio of “Negative Arbitrage to Present Value Savings” of less than 50% should be considered, but evaluated in its totality given certain byproducts of advance and/or “taxable” refundings.



Potential “Tax-Exempt” Refunding Opportunity

- ❑ As previously mentioned, pursuant to Federal tax law the District’s Unlimited Tax School Building Bonds, Series 2011-A (the “Series 2011-A Bonds”) may be refunded on a “tax-exempt” basis beginning in November 2020.
- ❑ In addition, since the escrow account funded with proceeds from the District’s Unlimited Tax Refunding Bonds, Taxable Series 2013-B (the “Taxable Series 2013-B Bonds”) is no longer outstanding, such bonds are also eligible to be refunded with “tax-exempt” refunding bonds.
- ❑ The table below summarizes the District’s Series 2011-A Bonds and Taxable Series 2013-B Bonds to be refunded at a lower interest rate.

“Tax-Exempt” Refunding – Summary of Bonds to be Refunded						
Issue Outstanding	Principal Amount To Be Refunded	Maturity Amount To Be Refunded	Maturities To Be Refunded	Interest Rate	Redemption Date	Redemption Price
Unlimited Tax School Building Bonds, Series 2011-A	\$ 26,030,000	\$ 37,570,000	02/15/2022 – 2040	5.02%	02/15/2021	100.0%
Unlimited Tax Refunding Bonds, Taxable Series 2013-B	5,260,000	5,260,000	02/15/2024 – 2028	4.90%	02/15/2023	100.0%
Totals	\$ 31,290,000	\$ 42,830,000	---	5.01%	---	---



Potential “Tax-Exempt” Refunding Opportunity

- ❑ The table below summarizes the savings currently available to MISD by refunding its existing Series 2011-A Bonds and Taxable Series 2013-B Bonds on a “tax-exempt” basis (net of all costs).

“Tax-Exempt” Refunding – Summary of Potential Savings Available	
Description	Summary Of Results
Principal Amount of Bonds to be Refunded	\$ 31,290,000
Maturity Amount of Bonds to be Refunded	42,830,000
Interest Rate on the Bonds to be Refunded	5.01%
“All-In” True Interest Cost on the Refunding Bonds	2.56%
Escrow Yield	0.12%
Total Debt Service Savings	\$ 13,248,835
Average Annual Savings (Years 2021/22 – 2039/40) (i.e. 19 Years)	697,307
Present Value Debt Service Savings (@ All-In TIC)	10,090,546
Present Value Savings as a Percentage of the Redemption Amount of the Bonds to be Refunded	28.34%
Reduction in Maturity Amount of Capital Appreciation Bonds	\$ 13,550,000
Opportunity Cost of Advance Refunding (i.e. “Negative Arbitrage”)	\$ 304,042
“Negative Arbitrage” as a Percentage of Present Value Savings	3.01%



“Taxable Refunding Monitor” – Callable Bonds Next 4 Years

- On the next several pages, we have examined potential refunding candidates within Midlothian ISD’s existing debt portfolio that have a call date on or prior to February 15, 2024 (i.e. the next 4 years).

Summary of Savings and Negative Arbitrage by Maturity									
Bond Series	Refunded Maturity	Coupon	Bonds Eligible to be Refunded	Call Date	Present Value Savings (Dollars)	Present Value Savings (Percent)	Estimated Negative Arbitrage	Negative Arbitrage as a Percentage of Savings	Savings Efficiency Percentage
Series 2011-C	2/15/2022	3.000%	\$ 165,000	8/15/2021	\$ 221	0.13%	\$ 375	169.97%	37.04%
Series 2011-C	2/15/2023	3.000%	280,000	8/15/2021	6,987	2.50%	906	12.96%	88.52%
Series 2011-C	2/15/2024	3.250%	290,000	8/15/2021	13,728	4.73%	1,406	10.24%	90.71%
Series 2011-C	2/15/2025	3.250%	295,000	8/15/2021	19,791	6.71%	1,668	8.43%	92.23%
Series 2011-C	2/15/2026	4.000%	310,000	8/15/2021	34,721	11.20%	2,236	6.44%	93.95%
Series 2011-C	2/15/2027	3.500%	325,000	8/15/2021	34,744	10.69%	2,597	7.47%	93.05%
Series 2011-C	2/15/2028	3.500%	370,000	8/15/2021	41,727	11.28%	3,579	8.58%	92.10%
Series 2011-C	2/15/2029	3.850%	380,000	8/15/2021	56,188	14.79%	3,988	7.10%	93.37%
Series 2011-C	2/15/2030	3.850%	395,000	8/15/2021	62,904	15.93%	4,461	7.09%	93.38%
Series 2011-C	2/15/2031	3.850%	430,000	8/15/2021	71,738	16.68%	5,198	7.25%	93.24%
Series 2011-C	2/15/2032	4.000%	445,000	8/15/2021	83,481	18.76%	5,741	6.88%	93.57%
Series 2011-C	2/15/2033	4.000%	465,000	8/15/2021	89,861	19.32%	6,369	7.09%	93.38%
Series 2011-C	2/15/2034	4.000%	485,000	8/15/2021	95,416	19.67%	7,030	7.37%	93.14%
			\$ 4,635,000						
Series 2012	2/15/2023	3.000%	\$ 2,110,000	2/15/2022	\$ 21,518	1.02%	\$ 10,338	48.04%	67.55%
Series 2012	2/15/2024	3.000%	2,175,000	2/15/2022	59,747	2.75%	16,371	27.40%	78.49%
Series 2012	2/15/2025	3.000%	1,785,000	2/15/2022	80,024	4.48%	15,777	19.72%	83.53%
			\$ 6,070,000						

Notes:

- 1.) Highlighted maturities produce at least 2.50% present value savings and have a “Negative Arbitrage to Present Value Savings” ratio of less than 50%.
- 2.) Savings Efficiency Percentage equals present value savings/(present value savings + negative arbitrage).



“Taxable Refunding Monitor” – Callable Bonds Next 4 Years

Summary of Savings and Negative Arbitrage by Maturity

Bond Series	Refunded Maturity	Coupon	Bonds Eligible to be Refunded	Call Date	Present Value Savings (Dollars)	Present Value Savings (Percent)	Estimated Negative Arbitrage	Negative Arbitrage as a Percentage of Savings	Savings Efficiency Percentage
Series 2013-A	2/15/2024	3.000%	\$ 995,000	2/15/2023	\$ 1,137	0.11%	\$ 11,747	1033.36%	8.82%
Series 2013-A	2/15/2025	5.000%	1,495,000	2/15/2023	84,496	5.65%	21,721	25.71%	79.55%
Series 2013-A	2/15/2026	5.000%	3,600,000	2/15/2023	306,881	8.52%	68,659	22.37%	81.72%
Series 2013-A	2/15/2027	5.000%	3,470,000	2/15/2023	400,655	11.55%	74,445	18.58%	84.33%
Series 2013-A	2/15/2028	5.000%	1,705,000	2/15/2023	228,942	13.43%	45,080	19.69%	83.55%
Series 2013-A	2/15/2029	5.000%	1,690,000	2/15/2023	266,875	15.79%	48,673	18.24%	84.58%
Series 2013-A	2/15/2030	5.000%	1,775,000	2/15/2023	317,497	17.89%	55,303	17.42%	85.17%
Series 2013-A	2/15/2031	5.000%	4,675,000	2/15/2023	914,461	19.56%	156,598	17.12%	85.38%
Series 2013-A	2/15/2032	5.000%	4,915,000	2/15/2023	1,038,064	21.12%	176,157	16.97%	85.49%
Series 2013-A	2/15/2033	5.000%	5,165,000	2/15/2023	1,158,193	22.42%	197,190	17.03%	85.45%
Series 2013-A	2/15/2034	4.000%	5,400,000	2/15/2023	765,233	14.17%	215,850	28.21%	78.00%
Series 2013-A	2/15/2035	4.000%	4,290,000	2/15/2023	613,949	14.31%	181,321	29.53%	77.20%
Series 2013-A	2/15/2036	4.000%	4,470,000	2/15/2023	637,054	14.25%	199,154	31.26%	76.18%
			\$ 43,645,000						

Notes:

- 1.) Highlighted maturities produce at least 2.50% present value savings and have a “Negative Arbitrage to Present Value Savings” ratio of less than 50%.
- 2.) Savings Efficiency Percentage equals present value savings/(present value savings + negative arbitrage).



“Taxable Refunding Monitor” – Callable Bonds Next 4 Years

Summary of Savings and Negative Arbitrage by Maturity

Bond Series	Refunded Maturity	Coupon	Bonds Eligible to be Refunded	Call Date	Present Value Savings (Dollars)	Present Value Savings (Percent)	Estimated Negative Arbitrage	Negative Arbitrage as a Percentage of Savings	Savings Efficiency Percentage
Series 2014	2/15/2025	4.000%	\$ 445,000	2/15/2024	\$ 493	0.11%	\$ 8,970	1818.89%	5.21%
Series 2014	2/15/2026	4.000%	285,000	2/15/2024	5,864	2.06%	7,597	129.54%	43.56%
Series 2014	2/15/2027	3.125%	300,000	2/15/2024	5,274	1.76%	8,876	168.30%	37.27%
Series 2014	2/15/2028	4.000%	310,000	2/15/2024	16,068	5.18%	11,522	71.71%	58.24%
Series 2014	2/15/2029	4.000%	330,000	2/15/2024	22,067	6.69%	13,374	60.61%	62.26%
Series 2014	2/15/2030	5.000%	340,000	2/15/2024	45,070	13.26%	15,185	33.69%	74.80%
Series 2014	2/15/2031	5.000%	360,000	2/15/2024	53,746	14.93%	17,298	32.18%	75.65%
Series 2014	2/15/2032	5.000%	380,000	2/15/2024	62,659	16.49%	19,546	31.19%	76.22%
Series 2014	2/15/2033	5.000%	400,000	2/15/2024	71,171	17.79%	21,925	30.81%	76.45%
Series 2014	2/15/2034	5.000%	415,000	2/15/2024	78,211	18.85%	24,142	30.87%	76.41%
Series 2014	2/15/2035	5.000%	385,000	2/15/2024	75,676	19.66%	23,687	31.30%	76.16%
Series 2014	2/15/2036	5.000%	405,000	2/15/2024	81,935	20.23%	26,270	32.06%	75.72%
Series 2014	2/15/2037	5.000%	1,375,000	2/15/2024	289,747	21.07%	92,390	31.89%	75.82%
Series 2014	2/15/2038	5.000%	1,445,000	2/15/2024	306,717	21.23%	101,887	33.22%	75.06%
Series 2014	2/15/2039	5.000%	1,515,000	2/15/2024	334,341	22.07%	109,329	32.70%	75.36%
Series 2014	2/15/2040	5.000%	1,670,000	2/15/2024	380,492	22.78%	123,272	32.40%	75.53%
Series 2014	2/15/2041	5.000%	1,410,000	2/15/2024	329,598	23.38%	106,403	32.28%	75.60%
Series 2014	2/15/2042	5.000%	1,450,000	2/15/2024	360,562	24.87%	109,422	30.35%	76.72%
Series 2014	2/15/2043	5.000%	1,495,000	2/15/2024	393,491	26.32%	112,817	28.67%	77.72%
Series 2014	2/15/2044	5.000%	1,525,000	2/15/2024	423,021	27.74%	115,081	27.20%	78.61%
\$ 16,240,000									

Notes:

- 1.) Highlighted maturities produce at least 2.50% present value savings and have a “Negative Arbitrage to Present Value Savings” ratio of less than 50%.
- 2.) Savings Efficiency Percentage equals present value savings/(present value savings + negative arbitrage).



“Taxable Refunding Monitor” – Callable Bonds Next 4 Years

Summary of Savings and Negative Arbitrage by Maturity

Bond Series	Refunded Maturity	Coupon	Bonds Eligible to be Refunded	Call Date	Present Value Savings (Dollars)	Present Value Savings (Percent)	Estimated Negative Arbitrage	Negative Arbitrage as a Percentage of Savings	Savings Efficiency Percentage
Series 2014-A	2/15/2029	4.000%	\$ 185,000	2/15/2024	\$ 12,371	6.69%	\$ 7,498	60.61%	62.26%
Series 2014-A	2/15/2030	4.000%	190,000	2/15/2024	15,106	7.95%	8,337	55.19%	64.44%
Series 2014-A	2/15/2031	5.000%	1,795,000	2/15/2024	267,984	14.93%	86,248	32.18%	75.65%
Series 2014-A	2/15/2032	5.000%	1,885,000	2/15/2024	310,820	16.49%	96,958	31.19%	76.22%
Series 2014-A	2/15/2033	5.000%	1,985,000	2/15/2024	353,184	17.79%	108,801	30.81%	76.45%
Series 2014-A	2/15/2034	4.000%	2,075,000	2/15/2024	218,511	10.53%	118,591	54.27%	64.82%
			<u>\$ 8,115,000</u>						

Notes:

- 1.) Highlighted maturities produce at least 2.50% present value savings and have a “Negative Arbitrage to Present Value Savings” ratio of less than 50%.
- 2.) Savings Efficiency Percentage equals present value savings/(present value savings + negative arbitrage).



Potential “Taxable” Advance Refunding Opportunity

- ❑ Based upon prevailing market conditions and the “Taxable Refunding Monitor,” Midlothian ISD has an opportunity to complete a “taxable” refunding of a portion of its bonds at a lower interest rate.
- ❑ For purposes of this analysis, the table below summarizes the District’s outstanding bonds which generate sufficient savings based upon prevailing market conditions to be considered for a potential “taxable” refunding program.

“Taxable” Refunding – Summary of Bonds to be Refunded					
Issue Outstanding	Principal Amount To Be Refunded	Maturities To Be Refunded	Interest Rate	Redemption Date	Redemption Price
Unlimited Tax Refunding Bonds, Series 2011-C	\$ 4,470,000	02/15/2023 – 2034	3.82%	08/15/2021	100.0%
Unlimited Tax Refunding Bonds, Series 2012 ^(A)	6,070,000	02/15/2023 – 2025	3.00%	02/15/2022	100.0%
Unlimited Tax Refunding Bonds, Series 2013-A	42,650,000	02/15/2025 – 2036	4.59%	02/15/2023	100.0%
Unlimited Tax School Building Bonds, Series 2014	14,570,000	02/15/2030 – 2044	5.00%	02/15/2024	100.0%
Unlimited Tax Refunding Bonds, Series 2014-A	5,665,000	02/15/2031 – 2033	5.00%	02/15/2024	100.0%
Totals	\$ 73,425,000	---	4.66%	---	---
^(A) Please note, the February 15, 2023 maturity of the Series 2012 Bonds is being refunded to reduce the impact of Capital Appreciation Bonds within the “taxable” refunding structure herein.					



Potential “Taxable” Advance Refunding Opportunity

- ❑ The table below summarizes the savings currently available to MISD by refunding a portion of its existing bonds on a “taxable” basis (net of all costs).

“Taxable” Refunding – Summary of Potential Savings Available	
Description	Summary Of Results
Principal Amount of Bonds to be Refunded	\$ 73,425,000
Interest Rate on the Bonds to be Refunded	4.66%
“All-In” True Interest Cost on the Refunding Bonds	1.93%
Escrow Yield	0.26%
Total Debt Service Savings	\$ 15,745,065
Average Annual Savings (Years 2021/22 – 2043/44) (i.e. 23 Years)	684,568
Present Value Debt Service Savings (@ All-In TIC)	12,458,037
Present Value Savings as a Percentage of the Principal Amount of the Bonds to be Refunded	16.97%
Opportunity Cost of Advance Refunding (i.e. “Negative Arbitrage”)	\$ 2,598,242
“Negative Arbitrage” as a Percentage of Present Value Savings	20.86%
Maturity Amount of Capital Appreciation Bonds Needed (Matures February 15, 2023)	\$ 4,980,000
Current Refunding Alternative – Estimated Rate Movement to Provide Same Dollar Savings (February 15, 2024 Call Date – Series 2014 and Series 2014-⁹³A Bonds Only)	0.75%



Use of a “Parameters Bond Order” for Approval of a Refunding Bond Sale

- ❑ As previously utilized for Midlothian ISD’s prior bond sales, the District’s Board of Trustees may adopt a “Parameters Bond Order” to complete the sale of the refunding bonds. The “Parameters Bond Order” authorizes MISD’s Administration to approve the refunding bond sale if each of the established parameters is met.
- ❑ For purposes of the proposed “tax-exempt” and “taxable” refunding programs, we would recommend the District utilize the following parameters. Unless each parameter is achieved, the corresponding refunding bonds would not be issued until additional direction is received from MISD’s Board of Trustees.

Parameters for Sale of “Tax-Exempt” and “Taxable” Refunding Programs		
Parameter	“Tax-Exempt” Refunding Program	“Taxable” Refunding Program
1.) Minimum Savings Amount (Net of All Costs):	\$ 11,500,000	\$ 12,500,000
2.) Maximum Principal Amount:	\$ 31,290,000	\$ 73,425,000
3.) True Interest Rate (“All-In” TIC) – Must Not Exceed:	3.00%	2.50%
4.) Final Maturity – Must Not Exceed:	February 15, 2040	February 15, 2044
5.) Expiration Date of Refunding Program:	March 20, 2021	March 20, 2021



Preliminary Timetable – “Tax-Exempt” and “Taxable” Refunding Programs

- ❑ The preliminary timetable for the implementation of the proposed “Tax-Exempt” and “Taxable” Refunding Programs is summarized below.

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Board Meeting

Closing – Receipt of Funds

Preliminary Timetable – “Tax-Exempt” and “Taxable” Refunding Programs	
Date*	Action Necessary
September 21, 2020	Board Meeting – Discuss potential Refunding Programs and consider “Parameters Bond Order” authorizing the issuance of MISD’s Unlimited Tax Refunding Bonds, Taxable Series 2020-A (the “Taxable Series 2020-A Bonds”) and Unlimited Tax Refunding Bonds, Series 2020-B (the “Series 2020-B Bonds”).
October 2, 2020	Completion of all actions necessary to complete the Refunding Programs.
To Be Determined.	Bond Sale – Pricing of the Taxable Series 2020-A and Series 2020-B Bonds pursuant to specified parameters and the District’s Administration approves the necessary legal documents – Interest rates and savings locked-in at this time.
October 29, 2020	Closing – The Taxable Refunding Program is completed and Midlothian ISD begins paying the lower interest rate on the Taxable Series 2020-A Bonds.
November 19, 2020	Closing – The Tax-Exempt Refunding Program is completed and Midlothian ISD begins paying the lower interest rate on the Series 2020-B Bonds.
* Preliminary, subject to change.	



Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consider an Order Authorizing the Issuance of Midlothian Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-A; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; Authorizing the Execution and Delivery of a Purchase Contract and a Paying Agent/Registrar Agreement Relating to Such Bonds; Approving The Preparation Of An Official Statement and Notice of Sale; and Enacting Other Provisions Relating Thereto	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	In the past, MISD has looked for opportunities to redeem debt or repay debt early in order to reduce future interest payments. This can only occur when the district has funds available in the Debt Service fund <u>and</u> there are bond series eligible for early payment. Josh McLaughlin of BOK Financial Services surveys our bonded indebtedness each year to determine if there are bonds which can be redeemed or paid earlier than maturity. This occurs after the new fiscal year begins and fund balances are known. Josh has supplied the following information to us. BOK has looked at several series of callable bonds which create other savings for MISD. These would be “taxable” bonds and the savings would also be substantial. Bonds from five different bond series could be refunded. The principal amount to be refunded would be \$73,425,000. The potential savings in future interest costs would be approximately \$15,745,065. The annual savings would be approximately \$684,568. It would basically reduce the interest payment for 23 years. The administration recommends the approval of the order which authorizing the issuance of Series 2020-A Bonds.	
Fiscal Impact/Budget Function Code:	The proposed redemption will decrease future debt service obligations by approximately \$15,745,065.	
Policy:	CCA (Legal)	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.	
Administration Recommended Option:	The administration recommends the approval of the order which would allow for the refunding of MISD Series 2011-C, Series 2012, Series 2013-A, Series 2014, and Series 2014-A with the issuance of the Series 2020-A Bonds.	
Motion:	If desired, a motion could be: “I move the approval of the order authorizing the issuance of Midlothian Independent School District Tax Refunding Bond, Series 2020-A”.	
Presenter:	Jim Norris	

ORDER
AUTHORIZING THE ISSUANCE OF

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS
TAXABLE SERIES 2020-A

Adopted: September 21, 2020

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AN ORDER AUTHORIZING THE ISSUANCE OF MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020-A; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT AND NOTICE OF SALE; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of Midlothian Independent School District (the “District”), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the “Refunded Bond Candidates”), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Bond Candidates shall be designated as Refunded Bonds (as hereinafter defined) in the Pricing Certificates (as hereinafter defined) executed under this order from time to time and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”) authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Bonds in advance of their maturities, and to accomplish such refunding or defeasance by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement and/or a deposit agreement in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Bonds when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the Board of Trustees of the District hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board of Trustees hereby finds and determines that the refunding contemplated in this Order will benefit the District by providing a gross debt service savings in an amount specified in the Pricing Certificate, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, the Board of Trustees hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its bonds at this time, and

WHEREAS, pursuant to Chapter 1207, the District desires to delegate the authority to effect the sale of the Bonds from time to time to the Authorized Officer; and

WHEREAS, pursuant to Chapter 1207, the District has found and determined that the Bonds herein authorized shall mature on the dates, bear interest at the rates and have such other terms and provisions specified in the Pricing Certificate within the parameters set forth in this Order; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chap. 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Accreted Value” means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to February 15 or August 15, as the case may be, next preceding the date of such calculation (or, the date of calculation, if such calculation is made on February 15 or August 15). The Capital Appreciation Bonds shall bear interest at a compounding rate which produces the approximate Yield to Stated Maturity set forth in the Pricing Certificate. For any day other than a February 15 or August 15, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight-line interpolation between the values for the applicable semiannual compounding dates, based on 30-day months. The Accreted Values of the Capital Appreciation Bonds (per \$5,000 of the Maturity Amount), as of each February 1 and August 1 shall be set forth in the Pricing Certificate.

“Authorized Officer” means the Superintendent of the District or the Assistant Superintendent for Finance and Operations of the District, singly, and each of them.

“Board” means the Board of Trustees of the District.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.02(a).

“Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Capital Appreciation Bonds” means, collectively, the Bonds designated as Capital Appreciation Bonds in the Pricing Certificate and with respect to which interest is compounded semiannually and is payable only at Maturity.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c) including applicable regulations, published rulings and court decisions.

“Current Interest Bonds” means, collectively, the Bonds designated as Current Interest Bonds in the Pricing Certificate and with respect to which interest is payable on each Interest Payment Date.

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal of the Current Interest Bonds and the interest thereon and the Maturity Amount of the Capital Appreciation Bonds, in each case payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Order, its corporate trust office in Dallas, Texas, or at such other location as may be designated in the Pricing Certificate or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

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

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

“Escrow Agent” means the Escrow Agent designated in the Pricing Certificate, or any successor thereto.

“Escrow Agreement” means the escrow agreement by and between the District and the Escrow Agent relating to the Refunded Bonds.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Bonds.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Event of Default” means any event of default as defined in Section 10.01.

“Initial Bonds” means, collectively, the Initial Current Interest Bond and the Initial Capital Appreciation Bond authorized by Section 3.04(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means, with respect to Current Interest Bonds, the date or dates on which interest on the principal thereof is scheduled to be paid, such dates being February 15 and August 15, as designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“Maturity Amount” means, with respect to Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein and in the Pricing Certificate, and payable at Maturity.

“Order” means this Order.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, National Association, or any successor thereto as provided in this Order.

“Paying Agent Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

“Purchase Contract” means the purchase contract between the District and the Underwriters pertaining to the sale of the Bonds.

“Purchasers” means the initial purchasers of the Bonds in a competitive sale.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Refunded Bond Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Bonds in the Pricing Certificate.

“Refunded Bonds” means those obligations of the District designated as such in the Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

“Register” means the Bond register required by Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the District and DTC and applicable to the Bonds.

“Representative” means the representative of the Underwriters designated in the Purchase Contract.

“Special Payment Date” means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” means the entity or entities named as underwriters of the Bonds in the Purchase Contract.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble of this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All Article and Section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of Debt Service in accordance with the terms of the Bonds and this Order.

(d) To the extent the District has available funds which may be lawfully used to pay Debt Service and such funds are on deposit in the Interest and Sinking Fund in advance of the time when the Board is scheduled to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds then on deposit in the Interest and Sinking Fund.

Section 2.02. Application of Chapter 1208, Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 2.01, and such pledge thereto is valid, effective, and perfected. Should Texas 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 District under Section 2.01 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds and the Bank or any other provider of credit agreements relating to the Bonds the perfection of a security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.03. Compliance with Section 45.0031. To the extent that the District demonstrates to the Texas Attorney General that the District's ability to comply with the requirements of Section 45.0031, Texas Education Code, as amended, is contingent on receiving State assistance, the District covenants, to the extent required, and for so long as required, to comply with the provisions of said Section 45.0031 and to not set a tax rate for a year until the District 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.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The District's bonds to be designated "Midlothian Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-A" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 1207, Texas Government Code, as amended. The series designation of the Bonds shall be set forth in the Pricing Certificate. The Bonds shall be issued in an aggregate original principal amount of not to exceed \$73,425,000, for the purpose of (i) providing funds to refund the Refunded Bonds to the extent provided in the Pricing Certificate

and (ii) paying the costs of issuing the Bonds. The Bonds shall be issued as Current Interest Bonds, Capital Appreciation Bonds or a combination of Current Interest Bonds and Capital Appreciation Bonds, as determined by the Authorized Officer and all as identified and designated in the Pricing Certificate.

Section 3.02. Date, Denomination, Maturities, and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate, and shall be in fully registered form, without coupons.

(b) The Current Interest Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Current Interest Bond, which shall be numbered T-1.

(c) The Current Interest Bonds shall mature on February 15 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Current Interest Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Bond Date or the Closing Date, as set forth in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

(e) The Capital Appreciation Bonds shall be in the aggregate original principal amount and aggregate Maturity Amount designated in the Pricing Certificate, shall be in the Maturity Amounts of \$5,000 or any integral multiple thereof, and shall be numbered separately from CAB-1 upward, except the Initial Capital Appreciation Bond, which shall be numbered TCAB-1.

(f) The Capital Appreciation Bonds shall be issued in the original principal amounts and shall bear interest at the per annum rates, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Accreted Values thereof), and shall mature on February 15 in the years and in the Maturity Amounts set forth in the Pricing Certificate.

(g) Interest shall accrete on each Capital Appreciation Bond from the Closing Date and shall be compounded semiannually on February 15 and August 15 each year, as designated in the Pricing Certificate, until Maturity. The accreted interest on each Capital Appreciation Bond shall be payable at Maturity as a portion of the Maturity Amount.

Section 3.03. Medium, Method and Place of Payment.

(a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Current Interest Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record

Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Current Interest Bond and the Maturity Amount of each Capital Appreciation Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) 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 District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five 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 books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the District by the President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bonds, being (i) a single Initial Current Interest Bond representing the entire principal amount of the Current Interest Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond representing the aggregate Maturity Amount of the Capital Appreciation Bonds designated in the Pricing Certificate, each such Initial Bond to be payable in stated installments to the Representative or its designee, each such Initial Bond to be 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 of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.10. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount thereof, as applicable, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that for the Current Interest Bonds interest is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register in which,

subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bonds and pending the preparation of definitive Bonds, the proper officers of the District may execute and, upon the District's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise

produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the District executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The District, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the District harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

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

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

(a) To the extent so designated in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a separate single fully registered Current Interest Bond and Capital Appreciation Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. 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 word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book–Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, 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, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.12. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption.

(a) The Current Interest Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(b) The Capital Appreciation Bonds shall be subject to optional redemption prior to Stated Maturity as provided for in the Pricing Certificate.

(c) The District, at least 45 days before any redemption date for the Current Interest Bonds, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Current Interest Bonds to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the

redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District 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, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Current Interest Bonds are to be redeemed pursuant to Section 4.02(a), the District shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot such Current Interest Bonds for redemption.

(b) A portion of a single Current Interest Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Current Interest Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Order and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the District under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the District defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the District shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, National Association, is hereby appointed as the initial Paying Agent/Registrar for the Bonds unless otherwise designated in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the District and the Paying Agent/Registrar, in the substantially final form presented herewith and hereby approved, with such changes as may be necessary or desirable to conform to the terms of the Bonds and approved by the Authorized Officer, such approval to be evidenced by the execution thereof.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the

effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Forms Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds (i) shall be substantially in the final forms set forth in the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. General Form of Bonds. The forms of the Bonds shall generally follow the preliminary forms set forth below; provided, however, that the substantially final forms of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate.

Section 6.03. CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no

significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion. The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall may be at a negotiated sale to the Underwriters or in a competitive sale or private placement, in accordance with the terms of this Order. As authorized by Chapter 1207, Texas Government Code, as amended, the Authorized Officer is authorized to act on behalf of the District upon determining that the conditions set forth below can be satisfied in selling and delivering the Bonds and in carrying out the other procedures specified in this Order. The Authorized Officer shall determine whether the Bonds are sold at a competitive or negotiated sale, the price at which each of the Bonds will be sold, the number and designation of series of Bonds to be issued, the substantially final form in which the Bonds shall be issued, the years in which the Bonds will mature, the principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) to mature in each of such years, the aggregate principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the yield to Stated Maturity for the Capital Appreciation Bonds, the first interest payment date for the Current Interest Bonds, the first compounding date for the Capital Appreciation Bonds, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the Interest Payment Dates, the selection of Underwriters if the Bonds are sold at a negotiated sale, the authorized Escrow Securities, and all other matters relating to the issuance, sale, redemption, and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

- (i) the aggregate original principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed \$73,425,000;
- (ii) the all-in true interest cost ("TIC") on the Bonds, shall not exceed 2.50%;
- (iii) the final maturity date for the Bonds shall not be later than February 15, 2044;
- (iv) the refunding of the Refunded Bonds shall produce gross debt service savings of at least \$12,500,000 net of any District contribution; and
- (v) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section, and shall be in an amount sufficient, in combination with the net premium from the sale of

the Bonds, plus other available funds of the District, if any, to provide for the refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in Schedule I hereto and the costs and expenses of issuance of the Bonds, including underwriter's discount, if any;

If the Bonds are sold in an negotiated sale or in a private placement, the Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a bond purchase contract (the "Purchase Contract"), providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire on the date that is 180 days from the approval date of this Order, unless otherwise extended by the Board of Trustees by separate action.

(b) The District hereby approves the preparation of one or more Preliminary Official Statements and Official Notices of Sale, if any, for use in the initial offering and sale of each series of Bonds and authorizes the Authorized Officer to approve the final form(s) of the Preliminary Official Statement(s) and Notice of Sale and to deem the Preliminary Official Statement(s) (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The District hereby authorizes the preparation of one or more Official Statements reflecting the terms of the applicable Purchase Contract(s) and/or Notice(s) of Sale and other relevant information. The Authorized Officer is hereby authorized and directed to authorize the use and distribution of such final Official Statement by the Purchasers or Underwriters in the offering and sale of the Bonds (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Purchasers or Underwriters).

(c) The President of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency. The Pricing Certificate may also contain such additional, supplemental or modified provisions relating to the continuing disclosure undertaking set forth in Article XII hereof as may be necessary or desirable in connection with the sale of the Bonds. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check of the District payable to the Attorney General of the State

of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(d) If sold in a private placement, the Authorized Officer is authorized to enter into a placement agent agreement with a placement agent.

Section 7.02. Control and Delivery of Bonds.

(a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Current Interest Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remaining proceeds of the Bonds shall be deposited as set forth in the Pricing Certificate.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Interest and Sinking Fund. The District hereby establishes the “Midlothian Independent School District Unlimited Tax School Refunding Bonds, Taxable Series 2020-A Interest and Sinking Fund” which shall be maintained at the depository bank of the District; provided, the designation of such interest and sinking fund shall be modified to the extent required to conform to the final designation of the name of the Bonds.

Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of Debt Service.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Current Interest Bonds plus the aggregate amount of interest due and that will become due and payable on such Current Interest Bonds, plus the

Maturity Amount due and that will become due and payable on the Capital Appreciation Bonds, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay Debt Service as such becomes due and payable.

Section 8.03. Security of Funds. All moneys on deposit in the Interest and Sinking Fund shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

Section 8.04. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the District, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money in either the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.05. Investment Income. Income derived from investment of any fund created by this Order shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such Debt Service when due.

Section 9.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. 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:

(i) the failure to make payment of Debt Service when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the District, which default materially and adversely affects the rights of the 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 Owner to the District.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the District 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 10.03. 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 District or the Board.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner permitted by law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned 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) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

Section 12.02. Annual Reports.

(a) The District shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the District, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement, being information described in the Pricing Certificate, including financial statements of the District if audited financial statements of the Issuer are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the Issuer within 12 months after the end of each fiscal year, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Generally Accepted Accounting Principles or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available..

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

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it has been filed with the MSRB.

Section 12.03. Material Event Notices.

(a) The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material; and

(xv) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

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

Any event described in (xii), is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District; and the District intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of financial obligations in those sections have the same meanings as when they are used in Rule and SEC Release No. 34-83885, dated August 20, 2018.

(b) The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 12.02 of this Order by the time required by such Section.

Section 12.04. Limitations, Disclaimers and Amendments.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

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

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM

ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, 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.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12.05. Filings with MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Article XII shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

ARTICLE XIII

PERMANENT SCHOOL FUND GUARANTEE

Section 13.01. Permanent School Fund Guarantee. In the event that the District qualifies for and receives approval from the Texas Commissioner of Education (the "Commissioner") for the payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, the District will comply with the Texas Education Agency's rules and regulations. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. If approved,

in connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that:

(a) a certified copy of this Order, the Pricing Certificate and copies of the Official Statement shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days following the date of execution of the Pricing Certificate;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XIV

PAYMENT OF REFUNDED BONDS; REDEMPTION OF BONDS; APPROVAL OF ESCROW AGREEMENT; DEPOSIT AGREEMENT; PURCHASE OF SECURITIES

Section 14.01. Escrow Agreement.

The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by of an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds and is authorized to execute and deliver a deposit agreement with the paying agent for the Refunded Bonds.

Section 14.02. Purchase of Securities.

The Authorized Officer is hereby authorized to make necessary arrangements for the purchase of the Escrow Securities referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund, and any application for the acquisition of the Securities is hereby approved and ratified.

Section 14.03. Redemption of Refunded Bonds and Payment of Refunded Bonds.

Following the deposit to the Escrow Fund or the deposit of cash with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Bonds for the purpose of refunding the Refunded Bonds, including funds held pursuant to a deposit agreement, if any, and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final

payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Board Secretary hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the ordinance authorizing the issuance thereof.

Section 14.04. Notice of Deposit and Redemption.

The Board Secretary is hereby authorized to cause notice of redemption and/or defeasance to be given to the respective paying agent/registrar for the Refunded Bonds by delivery of a certified copy of this Order. Each paying agent/registrar for the Refunded Bonds is hereby authorized and directed to give notice of deposit and notice of redemption with respect to the Refunded Bonds as required under the ordinance pursuant to which the Refunded Bonds were issued.

ARTICLE XV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 15.01. Amendments to Order and Pricing Certificate.

(a) The District reserves the right to amend this Order or the Pricing Certificate, or both, without the consent of or notice to any registered owners of the Bonds in any manner not detrimental to the interest of the Owners for the purpose of curing any ambiguity, inconsistency, manifest error, formal defect or omission in the Order or the Pricing Certificate, or both.

(b) The District reserves the right, but only with the written consent of the Owners of a majority in aggregate principal amount and Maturity Amount of the Bonds then outstanding, to amend, add to, or rescind any of the provisions of the Order or the Pricing Certificate, or both.

(c) Without the consent of the Owners of all of the Bonds then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal of and interest on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, (ii) reduce the principal amount and Maturity Amount thereof, the redemption price, or the rate of interest or yield to maturity thereon, or in any other way modify the terms of payment of the principal of and interest on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds; (iii) give any preference to any Bonds over any other Bond, or (iv) reduce the aggregate principal amount and Maturity Amount of Bonds required to be held by Owners for consent to any such amendment, addition or rescission.

Section 15.02. Nonsubstantive Changes to Order and Pricing Certificate. With the concurrence of the Authorized Officer, Bond Counsel is authorized to make such nonsubstantive changes to this Order and to the Pricing Certificate to the extent required to comply with the rules and requests of the Attorney General of Texas in connection with his approval of the Bonds.

Section 15.03. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 15.04. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

PASSED, APPROVED AND EFFECTIVE this September 21, 2020.

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

All outstanding maturities of the following series:

Unlimited Tax Refunding Bonds, Series 2011-C

Unlimited Tax Refunding Bonds, Series 2012

Unlimited Tax Refunding Bonds, Series 2013-A

Unlimited Tax School Building Bonds, Series 2014

Unlimited Tax Refunding Bonds, Series 2014-A

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consider an Order Authorizing the Issuance of Midlothian Independent School District Unlimited Tax Refunding Bonds, Series 2020-B; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Paramaters; Authorizing the Execution and Delivery of a Purchase Contract and a Paying Agent/Registrar Agreement Relating to such Bonds; Approving the Preparation of an Official Statement and Notice of Sale; and Enacting Other Provisions Relating Thereto	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	In the past, MISD has looked for opportunities to redeem debt or repay debt early in order to reduce future interest payments. This can only occur when the district has funds available in the Debt Service fund <u>and</u> there are bond series eligible for early payment. Josh McLaughlin of BOK Financial Services surveys our bonded indebtedness each year to determine if there are bonds which can be redeemed or paid earlier than maturity. This occurs after the new fiscal year begins and fund balances are known. Josh has supplied the following information to us. MISD currently has two bond series which are eligible for “tax-exempt” refunding. These are Series 2011-A and Series 2013-B. The principal amount to be refunded would be \$31,290,000. The amount of savings in future interest costs would be approximately \$13,248,835. This would save approximately \$697,307 in annual debt costs. It would basically reduce the interest payment for 19 years. The administration recommends the approval of the order authorizing the issuance of the Series 2020-B Bonds.	
Fiscal Impact/Budget Function Code:	The proposed redemption will decrease future debt service obligations by approximately \$13,248,835.	
Policy:	CCA (Legal)	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.	
Administration Recommended Option:	The administration recommends the approval of the order which would allow for the refunding of MISD Series 2011-A Bonds and Series 2013-B Bonds with the issuance of the Series 2020-B Bonds.	
Motion:	If desired, a motion could be: “I move the approval of the order authorizing the issuance of Midlothian Independent School District Tax Refunding Bond, Series 2020-B”.	
Presenter:	Jim Norris	

ORDER
AUTHORIZING THE ISSUANCE OF

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS
SERIES 2020-B

Adopted: September 21, 2020

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AN ORDER AUTHORIZING THE ISSUANCE OF MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2020-B; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT AND NOTICE OF SALE; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of Midlothian Independent School District (the “District”), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the “Refunded Bond Candidates”), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Bond Candidates shall be designated as Refunded Bonds (as hereinafter defined) in the Pricing Certificates (as hereinafter defined) executed under this order from time to time and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”) authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Bonds in advance of their maturities, and to accomplish such refunding or defeasance by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement and/or a deposit agreement in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Bonds when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the Board of Trustees of the District hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board of Trustees hereby finds and determines that the refunding contemplated in this Order will benefit the District by providing a gross debt service savings in an amount specified in the Pricing Certificate, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, the Board of Trustees hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its bonds at this time, and

WHEREAS, pursuant to Chapter 1207, the District desires to delegate the authority to effect the sale of the Bonds from time to time to the Authorized Officer; and

WHEREAS, pursuant to Chapter 1207, the District has found and determined that the Bonds herein authorized shall mature on the dates, bear interest at the rates and have such other terms and provisions specified in the Pricing Certificate within the parameters set forth in this Order; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chap. 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Accreted Value” means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to February 15 or August 15, as the case may be, next preceding the date of such calculation (or, the date of calculation, if such calculation is made on February 15 or August 15). The Capital Appreciation Bonds shall bear interest at a compounding rate which produces the approximate Yield to Stated Maturity set forth in the Pricing Certificate. For any day other than a February 15 or August 15, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight-line interpolation between the values for the applicable semiannual compounding dates, based on 30-day months. The Accreted Values of the Capital Appreciation Bonds (per \$5,000 of the Maturity Amount), as of each February 1 and August 1 shall be set forth in the Pricing Certificate.

“Authorized Officer” means the Superintendent of the District or the Assistant Superintendent for Finance and Operations of the District, singly, and each of them.

“Board” means the Board of Trustees of the District.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.02(a).

“Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Capital Appreciation Bonds” means, collectively, the Bonds designated as Capital Appreciation Bonds in the Pricing Certificate and with respect to which interest is compounded semiannually and is payable only at Maturity.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c) including applicable regulations, published rulings and court decisions.

“Current Interest Bonds” means, collectively, the Bonds designated as Current Interest Bonds in the Pricing Certificate and with respect to which interest is payable on each Interest Payment Date.

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal of the Current Interest Bonds and the interest thereon and the Maturity Amount of the Capital Appreciation Bonds, in each case payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Order, its corporate trust office in Dallas, Texas, or at such other location as may be designated in the Pricing Certificate or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

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

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

“Escrow Agent” means the Escrow Agent designated in the Pricing Certificate, or any successor thereto.

“Escrow Agreement” means the escrow agreement by and between the District and the Escrow Agent relating to the Refunded Bonds.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Bonds.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Event of Default” means any event of default as defined in Section 10.01.

“Initial Bonds” means, collectively, the Initial Current Interest Bond and the Initial Capital Appreciation Bond authorized by Section 3.04(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means, with respect to Current Interest Bonds, the date or dates on which interest on the principal thereof is scheduled to be paid, such dates being February 15 and August 15, as designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“Maturity Amount” means, with respect to Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein and in the Pricing Certificate, and payable at Maturity.

“Order” means this Order.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, National Association, or any successor thereto as provided in this Order.

“Paying Agent Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

“Purchase Contract” means the purchase contract between the District and the Underwriters pertaining to the sale of the Bonds.

“Purchasers” means the initial purchasers of the Bonds in a competitive sale.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Refunded Bond Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Bonds in the Pricing Certificate.

“Refunded Bonds” means those obligations of the District designated as such in the Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

“Register” means the Bond register required by Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the District and DTC and applicable to the Bonds.

“Representative” means the representative of the Underwriters designated in the Purchase Contract.

“Special Payment Date” means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” means the entity or entities named as underwriters of the Bonds in the Purchase Contract.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble of this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All Article and Section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of Debt Service in accordance with the terms of the Bonds and this Order.

(d) To the extent the District has available funds which may be lawfully used to pay Debt Service and such funds are on deposit in the Interest and Sinking Fund in advance of the time when the Board is scheduled to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds then on deposit in the Interest and Sinking Fund.

Section 2.02. Application of Chapter 1208, Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 2.01, and such pledge thereto is valid, effective, and perfected. Should Texas 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 District under Section 2.01 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds and the Bank or any other provider of credit agreements relating to the Bonds the perfection of a security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.03. Compliance with Section 45.0031. To the extent that the District demonstrates to the Texas Attorney General that the District's ability to comply with the requirements of Section 45.0031, Texas Education Code, as amended, is contingent on receiving State assistance, the District covenants, to the extent required, and for so long as required, to comply with the provisions of said Section 45.0031 and to not set a tax rate for a year until the District 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.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The District's bonds to be designated "Midlothian Independent School District Unlimited Tax Refunding Bonds, Series 2020-B" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 1207, Texas Government Code, as amended. The series designation of the Bonds shall be set forth in the Pricing Certificate. The Bonds shall be issued in an aggregate original principal amount of not to exceed \$31,290,000, for the purpose of (i) providing funds to refund the Refunded Bonds to the extent provided in the Pricing Certificate

and (ii) paying the costs of issuing the Bonds. The Bonds shall be issued as Current Interest Bonds, Capital Appreciation Bonds or a combination of Current Interest Bonds and Capital Appreciation Bonds, as determined by the Authorized Officer and all as identified and designated in the Pricing Certificate.

Section 3.02. Date, Denomination, Maturities, and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate, and shall be in fully registered form, without coupons.

(b) The Current Interest Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Current Interest Bond, which shall be numbered T-1.

(c) The Current Interest Bonds shall mature on February 15 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Current Interest Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Bond Date or the Closing Date, as set forth in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

(e) The Capital Appreciation Bonds shall be in the aggregate original principal amount and aggregate Maturity Amount designated in the Pricing Certificate, shall be in the Maturity Amounts of \$5,000 or any integral multiple thereof, and shall be numbered separately from CAB-1 upward, except the Initial Capital Appreciation Bond, which shall be numbered TCAB-1.

(f) The Capital Appreciation Bonds shall be issued in the original principal amounts and shall bear interest at the per annum rates, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Accreted Values thereof), and shall mature on February 15 in the years and in the Maturity Amounts set forth in the Pricing Certificate.

(g) Interest shall accrete on each Capital Appreciation Bond from the Closing Date and shall be compounded semiannually on February 15 and August 15 each year, as designated in the Pricing Certificate, until Maturity. The accreted interest on each Capital Appreciation Bond shall be payable at Maturity as a portion of the Maturity Amount.

Section 3.03. Medium, Method and Place of Payment.

(a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Current Interest Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record

Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Current Interest Bond and the Maturity Amount of each Capital Appreciation Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) 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 District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five 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 books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the District by the President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bonds, being (i) a single Initial Current Interest Bond representing the entire principal amount of the Current Interest Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond representing the aggregate Maturity Amount of the Capital Appreciation Bonds designated in the Pricing Certificate, each such Initial Bond to be payable in stated installments to the Representative or its designee, each such Initial Bond to be 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 of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.10. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount thereof, as applicable, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that for the Current Interest Bonds interest is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register in which,

subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bonds and pending the preparation of definitive Bonds, the proper officers of the District may execute and, upon the District's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise

produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the District executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The District, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the District harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

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

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

(a) To the extent so designated in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a separate single fully registered Current Interest Bond and Capital Appreciation Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. 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 word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book–Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, 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, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.12. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption.

(a) The Current Interest Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(b) The Capital Appreciation Bonds shall be subject to optional redemption prior to Stated Maturity as provided for in the Pricing Certificate.

(c) The District, at least 45 days before any redemption date for the Current Interest Bonds, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Current Interest Bonds to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the

redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District 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, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Current Interest Bonds are to be redeemed pursuant to Section 4.02(a), the District shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot such Current Interest Bonds for redemption.

(b) A portion of a single Current Interest Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Current Interest Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Order and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the District under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the District defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the District shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, National Association, is hereby appointed as the initial Paying Agent/Registrar for the Bonds unless otherwise designated in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the District and the Paying Agent/Registrar, in the substantially final form presented herewith and hereby approved, with such changes as may be necessary or desirable to conform to the terms of the Bonds and approved by the Authorized Officer, such approval to be evidenced by the execution thereof.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the

effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Forms Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds (i) shall be substantially in the final forms set forth in the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. General Form of Bonds. The forms of the Bonds shall generally follow the preliminary forms set forth below; provided, however, that the substantially final forms of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate.

Section 6.03. CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no

significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion. The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall may be at a negotiated sale to the Underwriters or in a competitive sale to the Purchasers or in a private placement , in accordance with the terms of this Order. As authorized by Chapter 1207, Texas Government Code, as amended, the Authorized Officer is authorized to act on behalf of the District upon determining that the conditions set forth below can be satisfied in selling and delivering the Bonds and in carrying out the other procedures specified in this Order. The Authorized Officer shall determine whether the Bonds are sold at a competitive or negotiated sale, the price at which each of the Bonds will be sold, the number and designation of series of Bonds to be issued, the substantially final form in which the Bonds shall be issued, the years in which the Bonds will mature, the principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) to mature in each of such years, the aggregate principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the yield to Stated Maturity for the Capital Appreciation Bonds, the first interest payment date for the Current Interest Bonds, the first compounding date for the Capital Appreciation Bonds, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the Interest Payment Dates, the selection of Underwriters if the Bonds are sold at a negotiated sale, the authorized Escrow Securities, and all other matters relating to the issuance, sale, redemption, and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

- (i) the aggregate original principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed \$31,290,000;
- (ii) the all-in true interest cost (“TIC”) on the Bonds, shall not exceed 3.00%;
- (iii) the final maturity date for the Bonds shall not be later than February 15, 2040;
- (iv) the refunding of the Refunded Bonds shall produce gross debt service savings of at least \$11,500,000 net of any District contribution; and
- (v) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section, and shall be in an amount sufficient, in combination with the net premium from the sale of

the Bonds, plus other available funds of the District, if any, to provide for the refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in Schedule I hereto and the costs and expenses of issuance of the Bonds, including underwriter's discount, if any;

If the Bonds are sold in an negotiated sale or in a private placement, the Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a bond purchase contract (the "Purchase Contract"), providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire on the date that is 180 days from the approval date of this Order, unless otherwise extended by the Board of Trustees by separate action.

(b) The District hereby approves the preparation of one or more Preliminary Official Statements and Official Notices of Sale, if any, for use in the initial offering and sale of each series of Bonds and authorizes the Authorized Officer to approve the final form(s) of the Preliminary Official Statement(s) and Notice of Sale and to deem the Preliminary Official Statement(s) (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The District hereby authorizes the preparation of one or more Official Statements reflecting the terms of the applicable Purchase Contract(s) and/or Notice(s) of Sale and other relevant information. The Authorized Officer is hereby authorized and directed to authorize the use and distribution of such final Official Statement by the Purchasers or Underwriters in the offering and sale of the Bonds (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Purchasers or Underwriters).

(c) The President of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency. The Pricing Certificate may also contain such additional, supplemental or modified provisions relating to the continuing disclosure undertaking set forth in Article XII hereof as may be necessary or desirable in connection with the sale of the Bonds. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check of the District payable to the Attorney General of the State

of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(d) The Authorized Officer is hereby authorized to enter into and execute a placement agent agreement with a placement agent.

Section 7.02. Control and Delivery of Bonds.

(a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Current Interest Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remaining proceeds of the Bonds shall be deposited as set forth in the Pricing Certificate.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS;
DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Interest and Sinking Fund. The District hereby establishes the “Midlothian Independent School District Unlimited Tax School Refunding Bonds, Series 2020-B Interest and Sinking Fund” which shall be maintained at the depository bank of the District; provided, the designation of such interest and sinking fund shall be modified to the extent required to conform to the final designation of the name of the Bonds.

Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of Debt Service.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Current Interest Bonds plus the aggregate amount of interest due and that will become due and payable on such Current Interest Bonds, plus the

Maturity Amount due and that will become due and payable on the Capital Appreciation Bonds, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay Debt Service as such becomes due and payable.

Section 8.03. Security of Funds. All moneys on deposit in the Interest and Sinking Fund shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

Section 8.04. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the District, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money in either the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.05. Investment Income. Income derived from investment of any fund created by this Order shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such Debt Service when due.

Section 9.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 9.03. Federal Income Tax Matters.

(a) General. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Bonds and the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. 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:

(i) the failure to make payment of Debt Service when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the District, which default materially and adversely affects the rights of the 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 Owner to the District.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the District 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 10.03. 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 District or the Board.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner permitted by law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned 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) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

Section 12.02. Annual Reports.

(a) The District shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the District, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement, being information described in the Pricing Certificate, including financial statements of the District if audited financial statements of the Issuer are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the Issuer within 12 months after the end of each fiscal year, when and if available. Any financial statements so to be provided shall be (i) prepared

in accordance with the accounting principles prescribed by the Generally Accepted Accounting Principles or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available..

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

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it has been filed with the MSRB.

Section 12.03. Material Event Notices.

(a) The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;

- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material; and
- (xv) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Any event described in (xii), is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District; and the District intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of financial obligations in those sections have the same meanings as when they are used in Rule and SEC Release No. 34-83885, dated August 20, 2018.

(b) The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 12.02 of this Order by the time required by such Section.

Section 12.04. Limitations, Disclaimers and Amendments.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

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

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, 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.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12.05. Filings with MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Article XII shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

ARTICLE XIII

PERMANENT SCHOOL FUND GUARANTEE

Section 13.01. Permanent School Fund Guarantee. In the event that the District qualifies for and receives approval from the Texas Commissioner of Education (the “Commissioner”) for the payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, the District will comply with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. If approved, in connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that:

- (a) a certified copy of this Order, the Pricing Certificate and copies of the Official Statement shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days following the date of execution of the Pricing Certificate;
- (b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and
- (c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XIV

PAYMENT OF REFUNDED BONDS; REDEMPTION OF BONDS; APPROVAL OF ESCROW AGREEMENT; DEPOSIT AGREEMENT; PURCHASE OF SECURITIES

Section 14.01. Escrow Agreement.

The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by of an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds and is authorized to execute and deliver a deposit agreement with the paying agent for the Refunded Bonds.

Section 14.02. Purchase of Securities.

The Authorized Officer is hereby authorized to make necessary arrangements for the purchase of the Escrow Securities referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund, and any application for the acquisition of the Securities is hereby approved and ratified.

Section 14.03. Redemption of Refunded Bonds and Payment of Refunded Bonds.

Following the deposit to the Escrow Fund or the deposit of cash with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Bonds for the purpose of refunding the Refunded Bonds, including funds held pursuant to a deposit agreement, if any, and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Board Secretary hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the ordinance authorizing the issuance thereof.

Section 14.04. Notice of Deposit and Redemption.

The Board Secretary is hereby authorized to cause notice of redemption and/or defeasance to be given to the respective paying agent/registrar for the Refunded Bonds by delivery of a certified copy of this Order. Each paying agent/registrar for the Refunded Bonds is hereby authorized and directed to give notice of deposit and notice of redemption with respect to the Refunded Bonds as required under the ordinance pursuant to which the Refunded Bonds were issued.

ARTICLE XV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 15.01. Amendments to Order and Pricing Certificate.

(a) The District reserves the right to amend this Order or the Pricing Certificate, or both, without the consent of or notice to any registered owners of the Bonds in any manner not detrimental to the interest of the Owners for the purpose of curing any ambiguity, inconsistency, manifest error, formal defect or omission in the Order or the Pricing Certificate, or both.

(b) The District reserves the right, but only with the written consent of the Owners of a majority in aggregate principal amount and Maturity Amount of the Bonds then outstanding, to amend, add to, or rescind any of the provisions of the Order or the Pricing Certificate, or both.

(c) Without the consent of the Owners of all of the Bonds then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal of and interest on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, (ii) reduce the principal amount and Maturity Amount thereof, the redemption price, or the rate of interest or yield to maturity thereon, or in any other way modify the terms of payment of the principal of and interest on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds; (iii) give any preference to any Bonds over any other Bond, or (iv) reduce the aggregate principal amount and Maturity Amount of Bonds required to be held by Owners for consent to any such amendment, addition or rescission.

Section 15.02. Nonsubstantive Changes to Order and Pricing Certificate. With the concurrence of the Authorized Officer, Bond Counsel is authorized to make such nonsubstantive changes to this Order and to the Pricing Certificate to the extent required to comply with the rules and requests of the Attorney General of Texas in connection with his approval of the Bonds.

Section 15.03. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 15.04. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

PASSED, APPROVED AND EFFECTIVE this September 21, 2021.

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

All outstanding maturities of the following series:

Unlimited Tax School Building Bonds, Series 2011-A

Unlimited Tax Refunding Bonds, Taxable Series 2013-B

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consideration of the Adoption of the 2020 Tax Rates	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	The Board of Trustees annually sets the Maintenance and Operations (M&O) and the Interest and Sinking (I&S) tax rates. These tax revenues provide approximately 47.2% of the school district's operating revenues, as well as the funds needed to cover the annual debt service payments (i.e. school building bonds). The setting of the tax rate is accomplished by the approval of a Resolution to Adopt the 2020 Tax Rate. The District held a public hearing on June 15, 2020, to discuss the proposed budget and tax rate for the 2020-2021 fiscal year. Information used at that meeting was from the preliminary tax roll received from the Ellis County Appraisal District on April 30, 2020. Prior to that meeting, the required publications in the newspaper as well as the website were posted. Further information was shared with the Board at the August 17th meeting which included the Maximum Compressed Rate issued by the Texas Education Agency. This rate is based on the percentage of growth of the local tax roll against the expected growth in the state tax rolls. In June, using the April 30th Preliminary Tax Values, the tax rate for MISD was expected to be reduced by 7.35 cents. When the July 25th Certified Estimated Tax Values were received, the added growth in tax values reduced the rates by another 1.64 cents. The final certified tax roll from ECAD has not been received. It was expected on July 31 and will not be finalized until September 21 at the very earliest. It will likely be the end of September before all protests are cleared and the final certified roll is released. However, updates received on July 24 and again on August 31 showed an increase over the original estimated values. A revised "2020 Tax Rate Calculation Worksheet", based upon the provisions of HB 3, was received on August 19. Another	

	worksheet was updated after the August 31 values were received. The revised calculations continue to show that the original proposed rate is below the rollback or voter approved rate of \$1.3901/\$100. Based on the values from August 31 which showed a slight increase over the July values, the recommended rate has been reduced again to \$1.3798/\$100 valuation. The proposed rates have decreased from the June meeting: \$0.8898 for the Maintenance and Operation rate and \$0.49 for the Interest and Sinking rate per \$100 of property value. Since the proposed tax rates are still below the rollback rate or voter approved rate posted at the June 2020 public meeting, no additional publications or public hearings are required. The recommendation is to set the total tax rate at \$1.3798 which is a reduction of \$0.0902 from last year's rate. This is a total tax rate reduction of 6.14% and a reduction of 8.27% on the M&O rate. New "Truth in Taxation" rules for this year require taxing entities to compare their proposed rate against what is called the "no new revenue tax rate". This is the rate that would produce the same tax levy in the coming year as was available in the prior year. This is similar to the old "effective tax rate" which was because that rate, with its many adjustments, is lower than the proposed rate, the motion and the resolution will have to state we are raising more M&O taxes. This is true of most districts which are growing in tax base and student population.
Fiscal Impact/Budget Function Code:	Local funding for the General Fund and Debt Service Fund
Policy:	BAA (Legal), CCG (Legal), CE (Legal), CE (Local)
District Goal:	Facilitate the budget process and building designs through allocated district resources that foster flexible and innovate learning spaces.
Administration Recommended Option:	It is the administration's recommendation to approve the Resolution to Adopt the 2020 Tax Rate as presented.
Motion:	A motion to that effect might be: "I move that the property tax rate be increased by the adoption of a tax rate of \$1.3798, which is effectively a 1.64% increase in the tax rate."
Presenter:	Jim Norris

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT
Midlothian, Texas

“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS’S TAX RATE.”

“THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.76% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOUSE BY APPROXIMATELY \$21.02.”

RESOLUTION TO ADOPT THE 2020-2021 TAX RATE

BE IT RESOLVED, that at a called meeting of the Board of Trustees of the Midlothian Independent School District, a motion was duly made and seconded that the Board of Trustees of the Midlothian Independent School District levy or adopt a tax rate on each \$100 valuation in the Midlothian Independent School District for the tax year of 2020 as follows:

\$0.8898 for the purpose of maintenance and operations

\$0.4900 for the purpose of principal and interest on the bonded debt

\$1.3798 total tax rate

Passed and adopted this 21th day of September, 2020.

Matt Sanders
President

ATTEST:

Heather Prather
Secretary

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consideration of Second Quarter 2020 Demographic Report	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	Mr. Brent Alexander of School District Strategies will present the “2020 Second Quarter Demographic Report” with the latest data and projections. He will be available for questions. The Second Quarter Demographic presentation has been finalized and is attached.	
Fiscal Impact/Budget Function Code:	NA	
Policy:	NA	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces. Develop a comprehensive staffing plan to foster innovation, effective communication and a high-performing culture throughout the district.	
Administration Recommended Option:	No recommendation ... this is a board decision	
Suggested Motion	If desired, a motion might be, “I move to approve the Second Quarter 2020 Demographic Report as presented.”	
Presenter:	Dr. Lane Ledbetter	

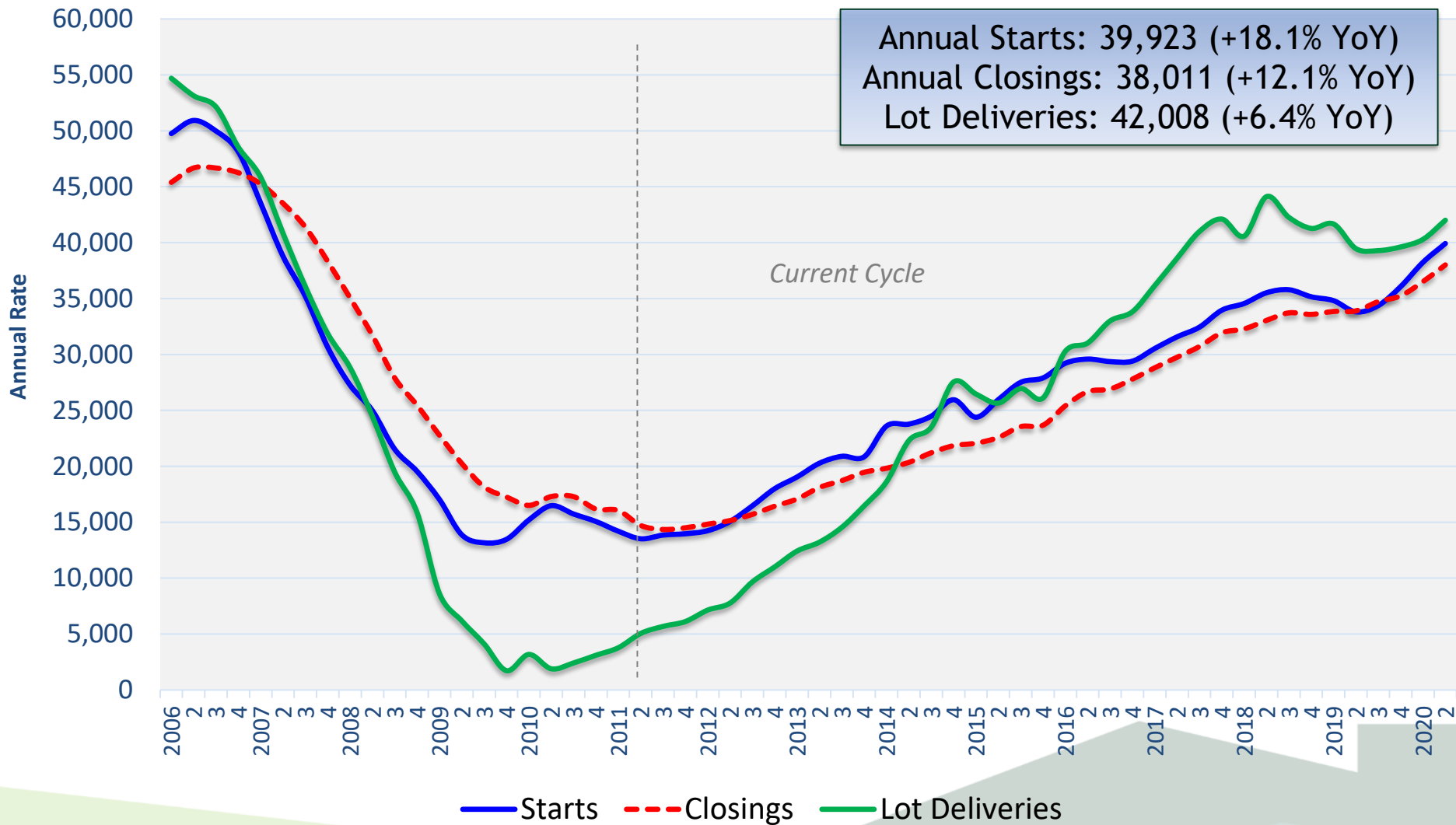


Midlothian ISD

District
Demographics
Update

2Q 2020

DFW NEW HOME ANNUAL CONSTRUCTION





DFW 2020 NEW HOME ACTIVITY

Three distinct periods define 2020 New Home Market

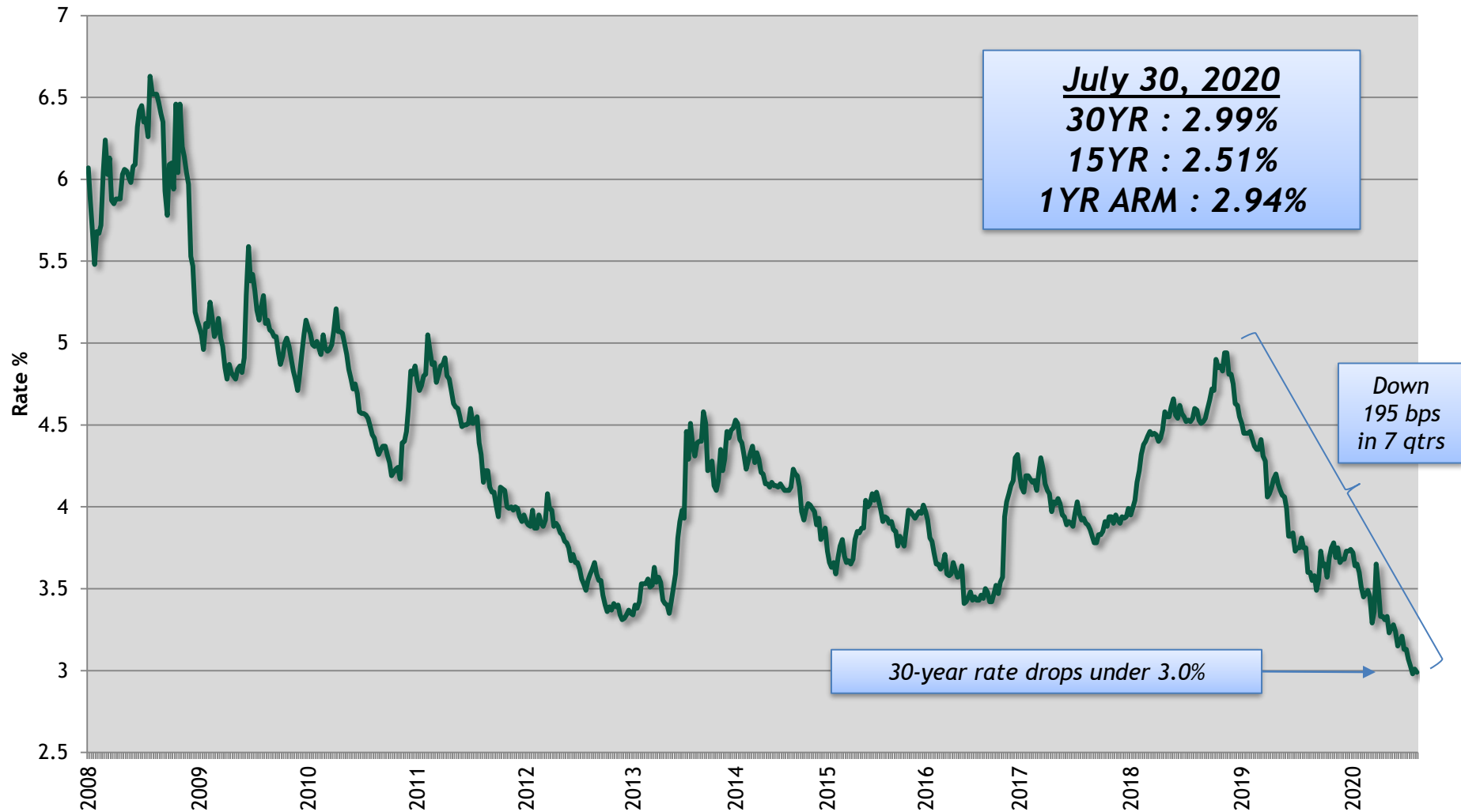
1. First 10 weeks of year
 - 2020 begins positively, carried by steady crescendo of demand beginning mid-2019
 - 30-yr mortgage rate drops 43 bps in this period
2. COVID-19 Shutdown
 - 3-15 to 4-30 sees huge uncertainty, gradual degradation of sales to well below monthly target
3. May to August
 - Sales rev up as businesses open back up
 - Historic drop in 30-yr mortgage rate to under 3% bring prospects off the sidelines
 - Many builders report record sales during this period

Market Characteristics Today

- FV Housing Inventory moving briskly
- Many builders focusing on improved margin—little need to discount/incentivize with heightened housing demand
- Despite improved conditions, many builders still taking measured approach to 2nd Half 2020 specs
- Builder appetite for land and lots picks up with increased sales activity
- While 2019 saw flattened prices on ‘next-generation’ lots, lot inflation returning
- DR Horton increases DFW market share to 18.7%



GROWTH DRIVERS: LOW MORTGAGE RATES





EXAMINING NEW HOME DEMAND

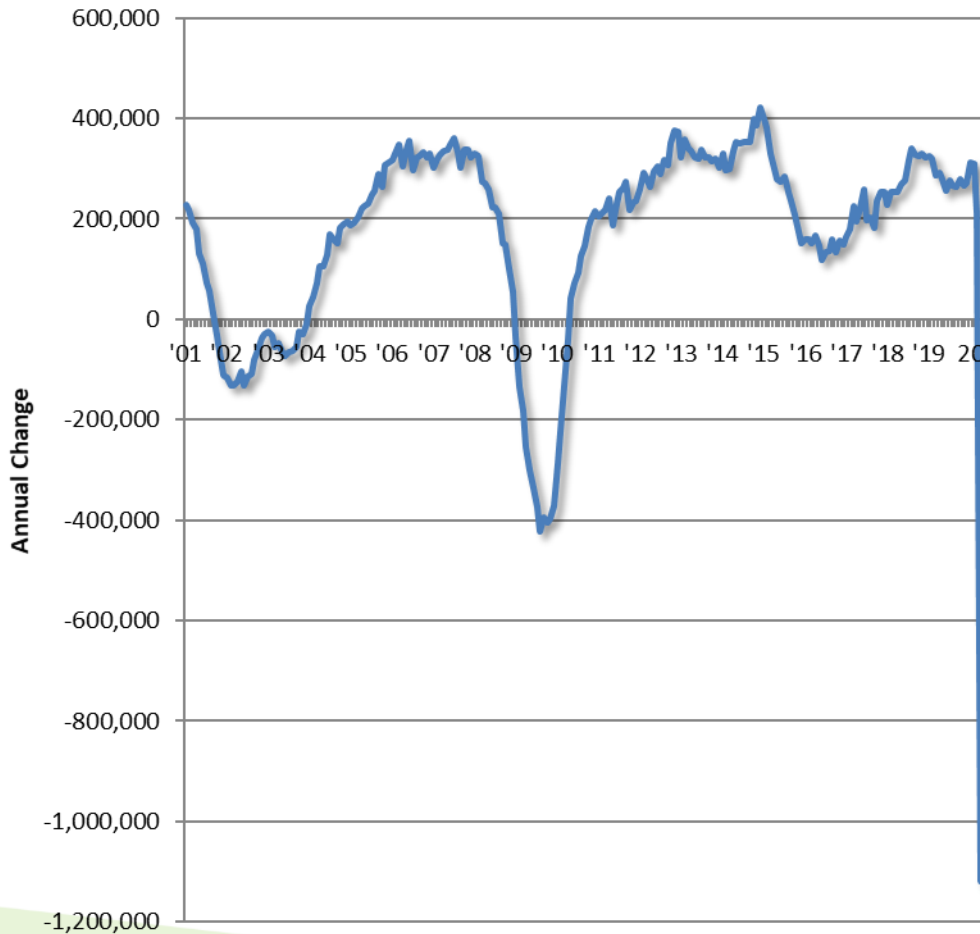


- Demand Creation
 - Mortgage Rate drop
 - Affordability improves
 - Buyers want to take advantage of the record low cost of money
 - Renters can become buyers
 - Refi & move-up activity up too
 - Resale logistics favor new homes; listings way down
 - Demographics: Here come the Millennials
 - First-time buyer pool increases
 - Shelter in Place: Buyers want to improve their home situation
 - More space, Home Offices, Bigger Kitchens, Hike & Bike trails
 - Texas in-migration still strong
- Demand Destruction
 - Layoffs and furloughs
 - More to come?
 - Stimulus \$ ending
 - Will it be renewed?
 - Washington gridlocked on further bailouts & stimulus
 - Record drop in GDP in 2Q20
 - Mortgage forbearance near 8%
 - Consumer Confidence shaky
 - Many renters facing eviction
 - Social Unrest
 - Political Outlook: Uncertainty
 - Equity Markets: A Wild Ride
 - National Debt Soaring
 - CRE: Does fallout in other real estate sectors hurt the new home industry?



TEXAS ECONOMY

Annual Texas Employment Growth



Employment Growth

YoY Job growth

June 2019 - June 2020

United States

– -13.226 million -8.72%

Texas

– -682,000 -5.32%

Annual Job Growth in Major Texas Markets (June 2020)

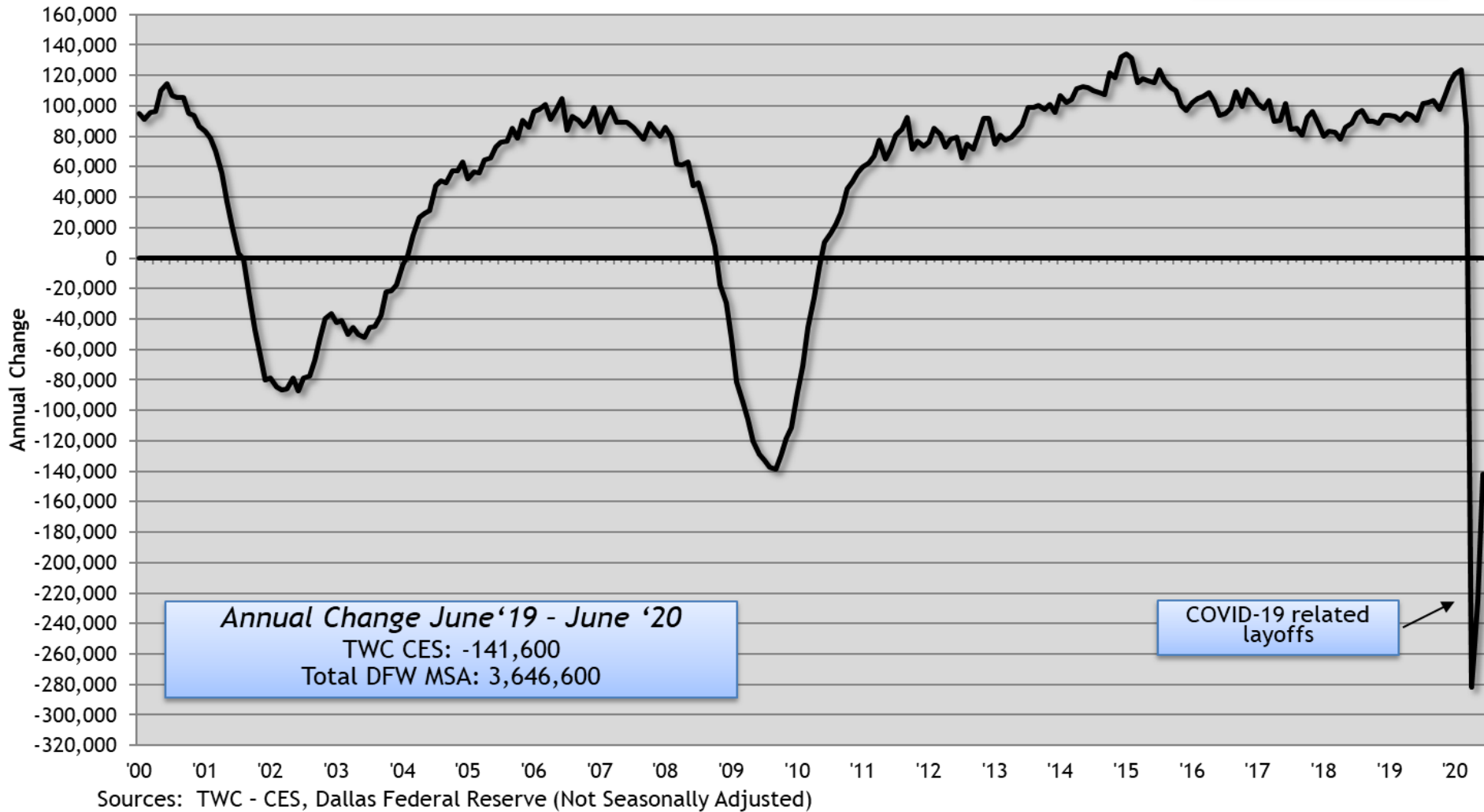
– DFW -141,600
– Houston -175,900
– Austin -55,900
– San Antonio -48,100

Source: TWC - CES (Not Seasonally Adjusted)

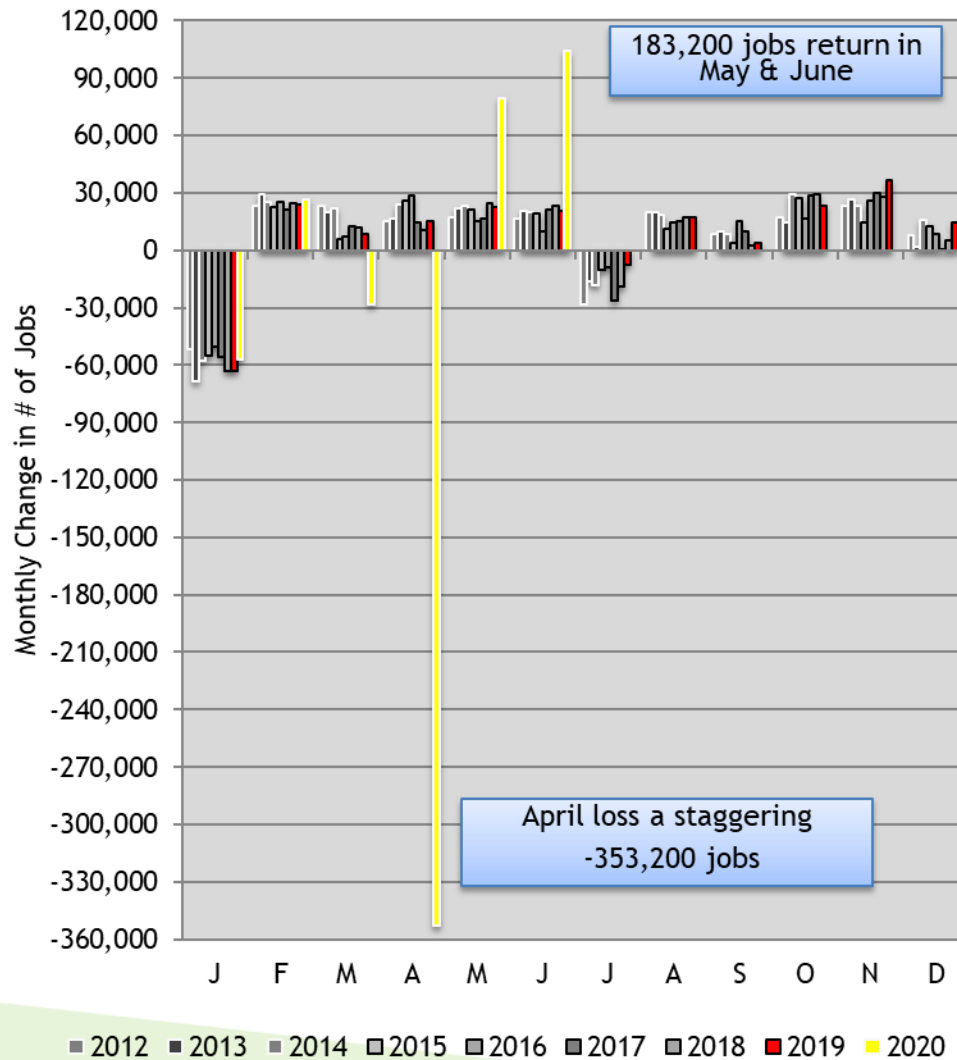


DFW ANNUAL EMPLOYMENT GROWTH

-141,600
-3.73% growth rate



MONTHLY CHANGE IN DFW EMPLOYMENT



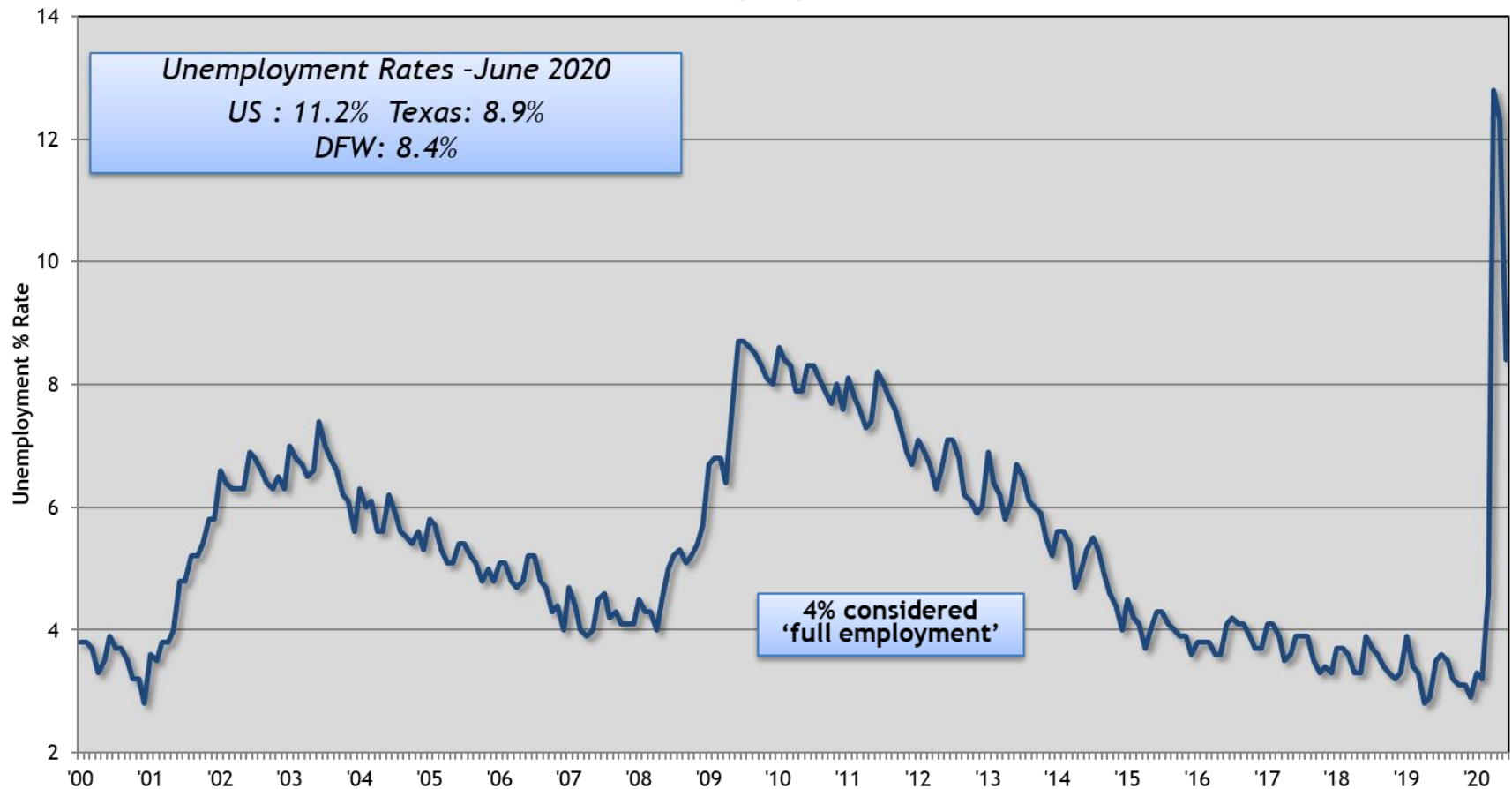
June 2020	Annual Change	% Change
Mining, Log, Construction	400	0.2
Manufacturing	-12,000	-4.1
Trade, Transp, Util	100	0.0
Information	-2,500	-3.0
Financial Activities	8,300	2.6
Prof & Bus Services	-9,900	-1.6
Edu. & Hlth Serv.	-31,900	-6.9
Leisure & Hospitality	-72,800	-18
Other Services	-9,300	-7.1
Government	-12,000	-2.7

Source: TWC—CES Survey (NSA)



DFW UNEMPLOYMENT TREND

DFW Unemployment Rate



Not Seasonally Adjusted

Source: TWC - LAUS

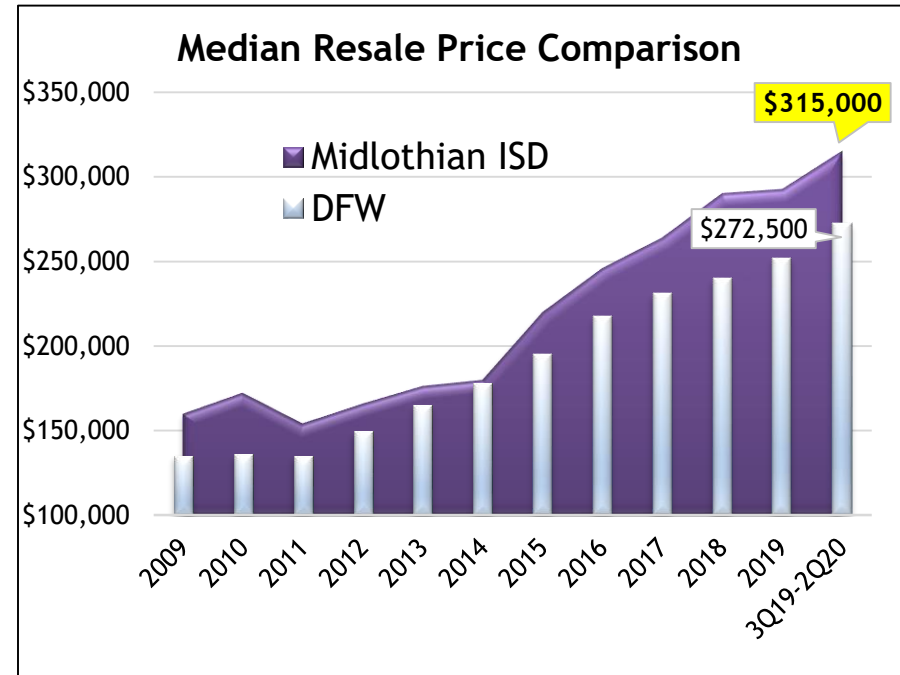
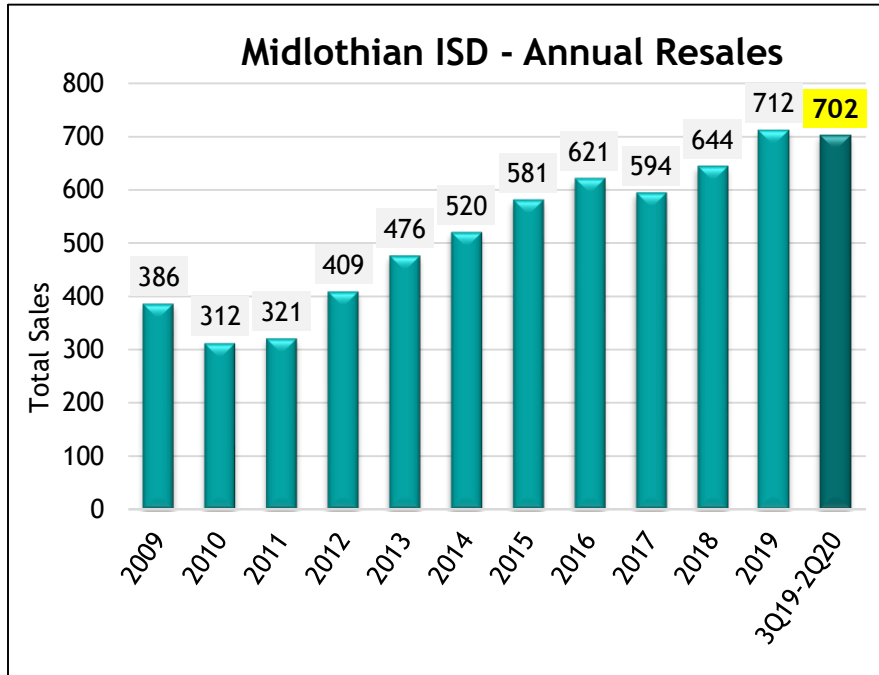


DFW NEW HOME MARKET OUTLOOK

- Market demand is sustainable; mortgage rates should remain low for foreseeable future, demographics bringing an increased number of prospective buyers to the market. Combined force outweighs demand destruction from job losses
- Builders remain guarded—negative impact from COVID-19 could still create points in time where 2nd Half 2020 purchase activity is curbed
- But 2020 will turn out to be a solid year for DFW builders
- Lot development revs up to meet post-COVID demand; deal flow has improved
- Housing prices will have to move higher with increased construction and lot costs



MIDLOTHIAN PREOWNED HOME SALES



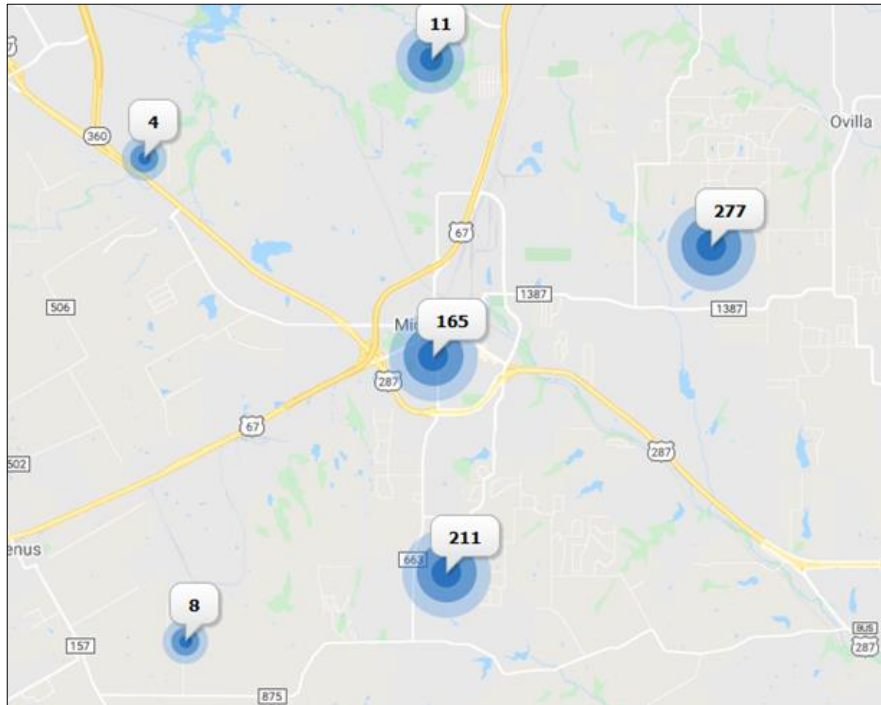
Source: NTREIS – SF detached, non-builder sales only

- 702 total resales in the district from 3Q19-2Q20 (+9.1% YoY)
- Since 2016, MISD has seen an average of 655 pre-owned home sales per year
- MISD's median resale sold price over the past year was a record \$315,000 (+7.3% vs. YoY)
- DFW's annual median resale price currently \$272,500 (+6.5% YoY)

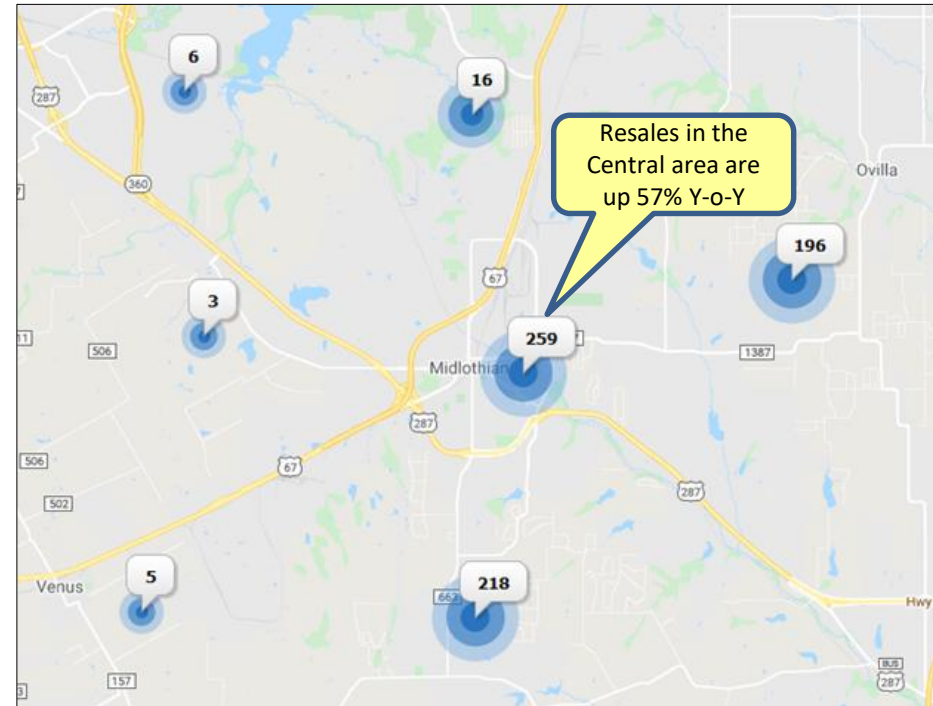


MIDLOTHIAN ISD PRE-OWNED HOME SALES

3Q18-2Q19



3Q19-2Q20

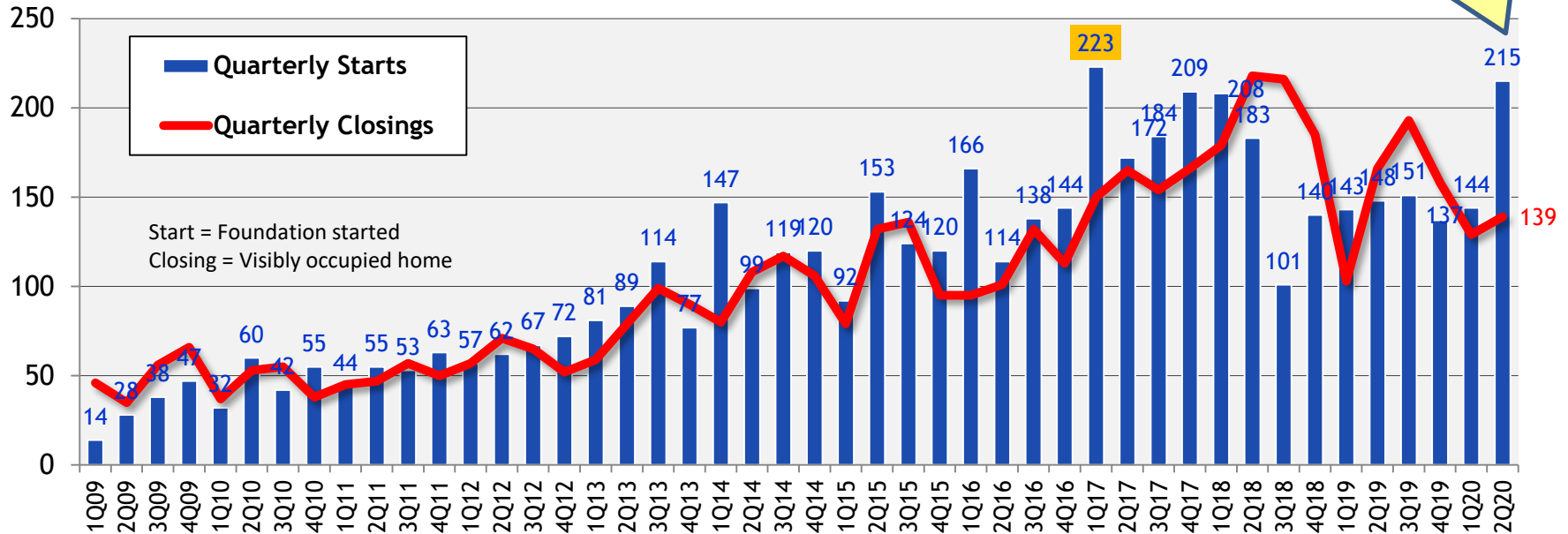


Source: NTRIS: SF Homes, Non-Builder Sales Only



MIDLOTHIAN ISD QUARTERLY NEW HOME CONSTRUCTION

Most quarterly starts since 4Q16 and second highest total recorded



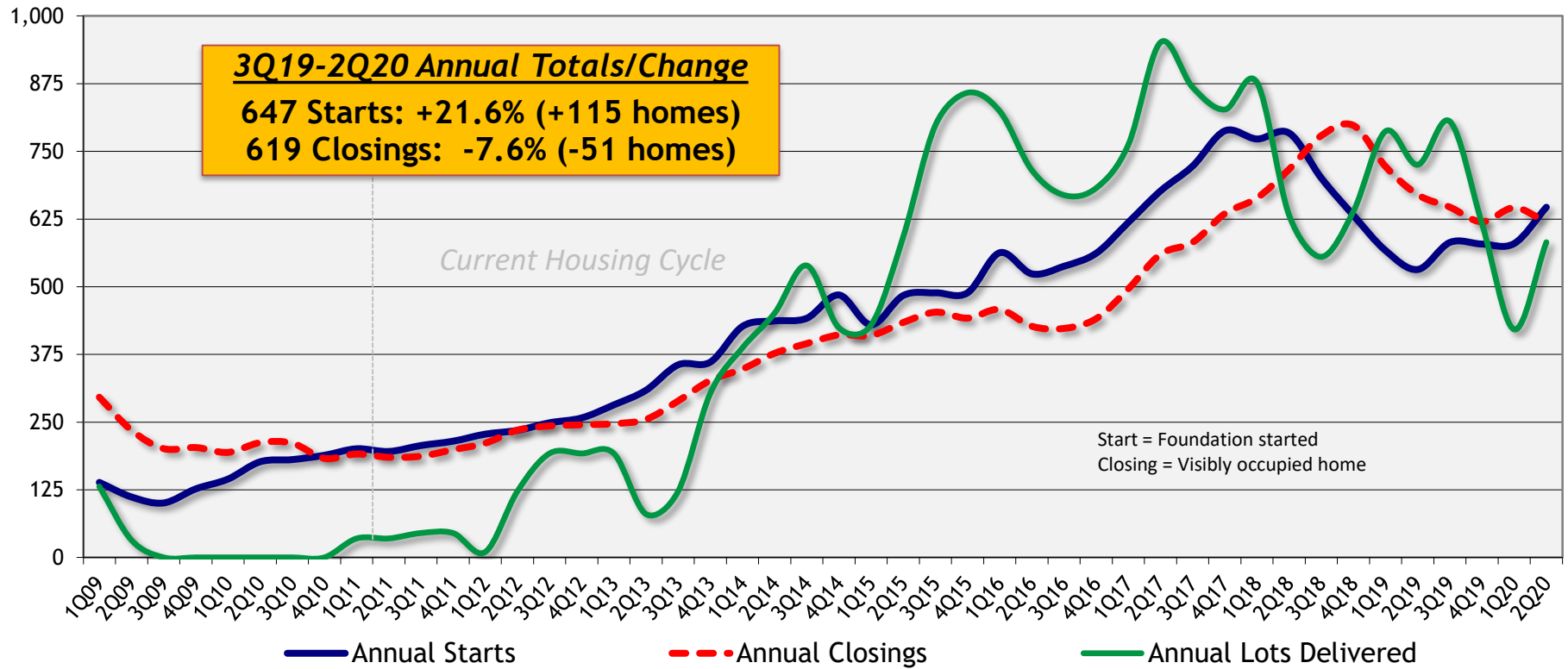
Starts	2013	2014	2015	2016	2017	2018	2019	2020
1Q	81	147	92	166	223	208	143	144
2Q	89	99	153	114	172	183	148	215
3Q	114	119	124	138	184	101	151	
4Q	77	120	120	144	209	140	137	
Total	361	485	489	562	788	632	579	359

Closings	2013	2014	2015	2016	2017	2018	2018	2020
1Q	59	80	79	95	150	179	103	129
2Q	79	108	132	101	165	218	166	139
3Q	99	117	136	132	154	216	193	
4Q	90	106	95	113	166	185	158	
Total	327	411	442	441	635	798	620	268

- Builders started 215 and closed 139 new homes in the district during the 2nd quarter of 2020



MIDLOTHIAN ISD ANNUAL NEW HOME CONSTRUCTION AND LOT DELIVERIES

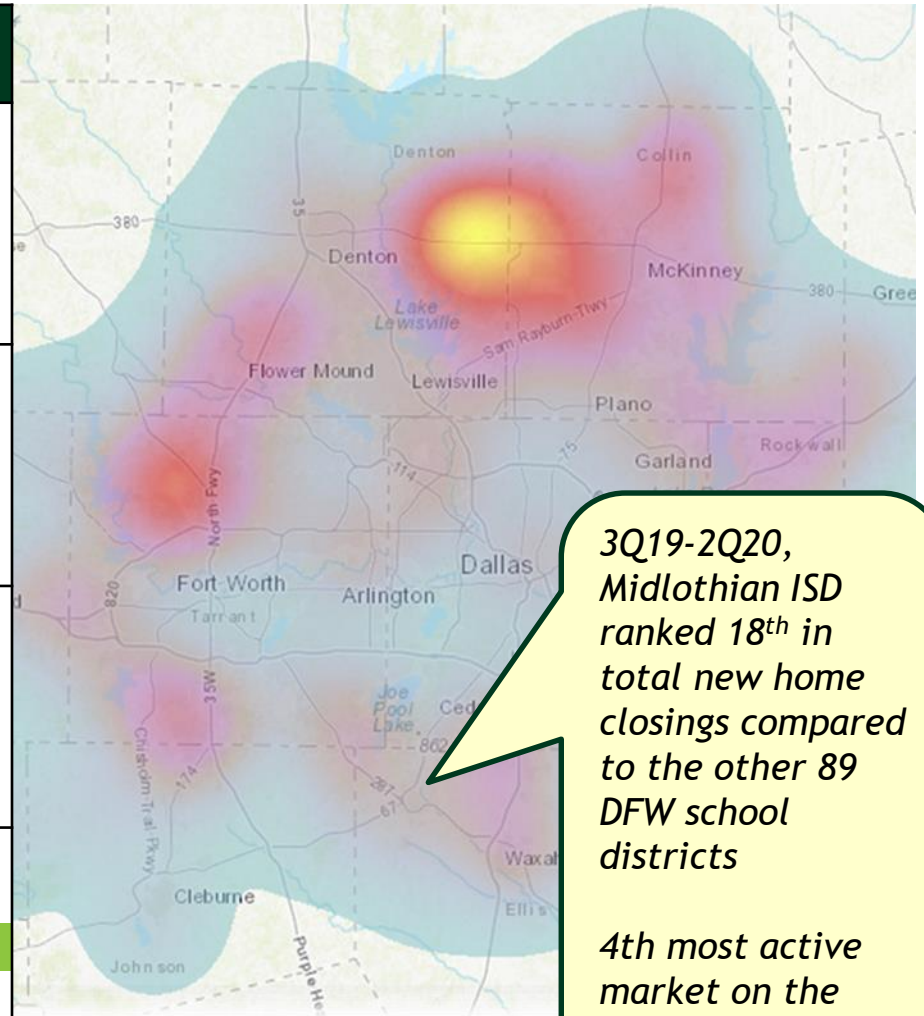


- 647 annual starts from 3Q19-2Q20, a 21.6% increase year-over-year
 - *Highest annual rate in two years*
- Annual closings remain flat at 619 homes, a 7.6% decrease vs. the same period last year
- Developers delivered 582 new single-family residential lots in MISD over the past 12 months



DFW SCHOOL DISTRICT NEW HOME ACTIVITY RANKED BY ANNUAL NEW HOME CLOSINGS 3Q19-2Q20

Rank	District	Annual Starts	Annual Closings	Median New Home Price
1	Denton	2,840	2,845	\$309,765
2	Prosper	2,507	2,792	\$422,614
3	Frisco	2,256	2,456	\$473,758
4	Northwest	2,600	2,271	\$321,074
5	Eagle Mtn.-Saginaw	1,956	1,917	\$273,136
6	Forney	1,556	1,449	\$253,905
7	Lewisville	1,113	1,330	\$439,893
8	Crowley	1,196	1,286	\$242,296
9	Mansfield	973	1,013	\$367,860
10	Dallas	978	981	\$363,704
11	Little Elm	812	944	\$363,174
12	Rockwall	962	824	\$342,650
13	McKinney	799	814	\$346,231
14	Waxahachie	876	779	\$306,372
15	Melissa	795	760	\$323,133
16	Royse City	902	726	\$258,812
17	Wylie	697	621	\$375,563
18	Midlothian	647	619	\$340,227
19	Anna	634	613	\$278,236
20	Allen	607	612	\$468,245





MIDLOTHIAN ISD TOP PRODUCING NEW HOME SUBDIVISIONS 3Q19-2Q20 *(ranked by annual closings)*

Rank	Subdivision	Annual Starts	Annual Closings	Projected Build-Out	Elementary	Middle	High
1	Hawkins Meadows	75	63	2023	Irvin	Frank Seale	Midlothian
2	Dove Creek	32	58	2025	Mt. Peak	Dieterich	Midlothian
3	Thomas Trail Estates	33	58	2021	Mt. Peak	Dieterich	Midlothian
4	Lawson Farms (all)	11	56	2020	Miller	Dieterich	Midlothian
5	Four Trees	40	46	2021	McClatchey	Walnut Grove	Heritage
6	Bryson Springs	13	44	2020	McClatchey	Walnut Grove	Heritage
7	The Grove	28	31	2025	Baxter	Walnut Grove	Heritage
8	Bryson Manor	20	29	2024	McClatchey	Walnut Grove	Heritage
9	Hillstone Estates	13	28	2020	Miller	Dieterich	Midlothian
10	La Paz Ranch	36	28	2025	Miller	Dieterich	Midlothian
11	Massey Meadows	91	26	2024	Longbranch	Walnut Grove	Heritage
12	Mill Valley	47	23	2024	Vitovsky	Frank Seale	Midlothian
13	Legacy Estates	35	18	2022	Longbranch	Walnut Grove	Heritage
14	Autumn Run	27	14	2024	Irvin	Frank Seale	Midlothian
15	Horizon Estates	18	14	2024	Longbranch	Walnut Grove	Heritage

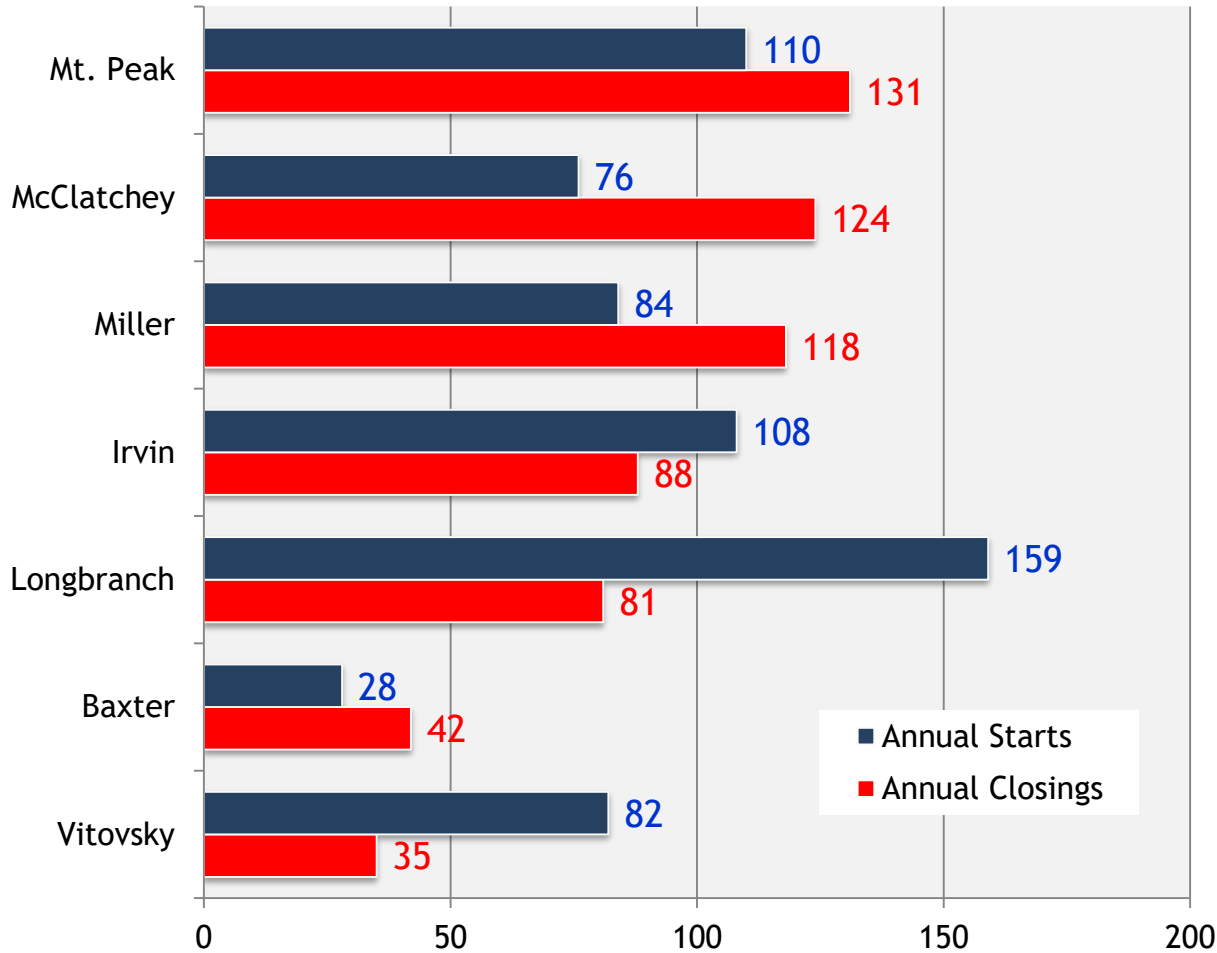
Others to Watch

- DR Horton starts 35 homes in 2Q20 at Coventry Crossing Ph. 2
- Prairie Ridge: first 6 homes started in 2Q20



MIDLOTHIAN ISD NEW HOME CONSTRUCTION ACTIVITY BY ELEMENTARY ATTENDANCE ZONE

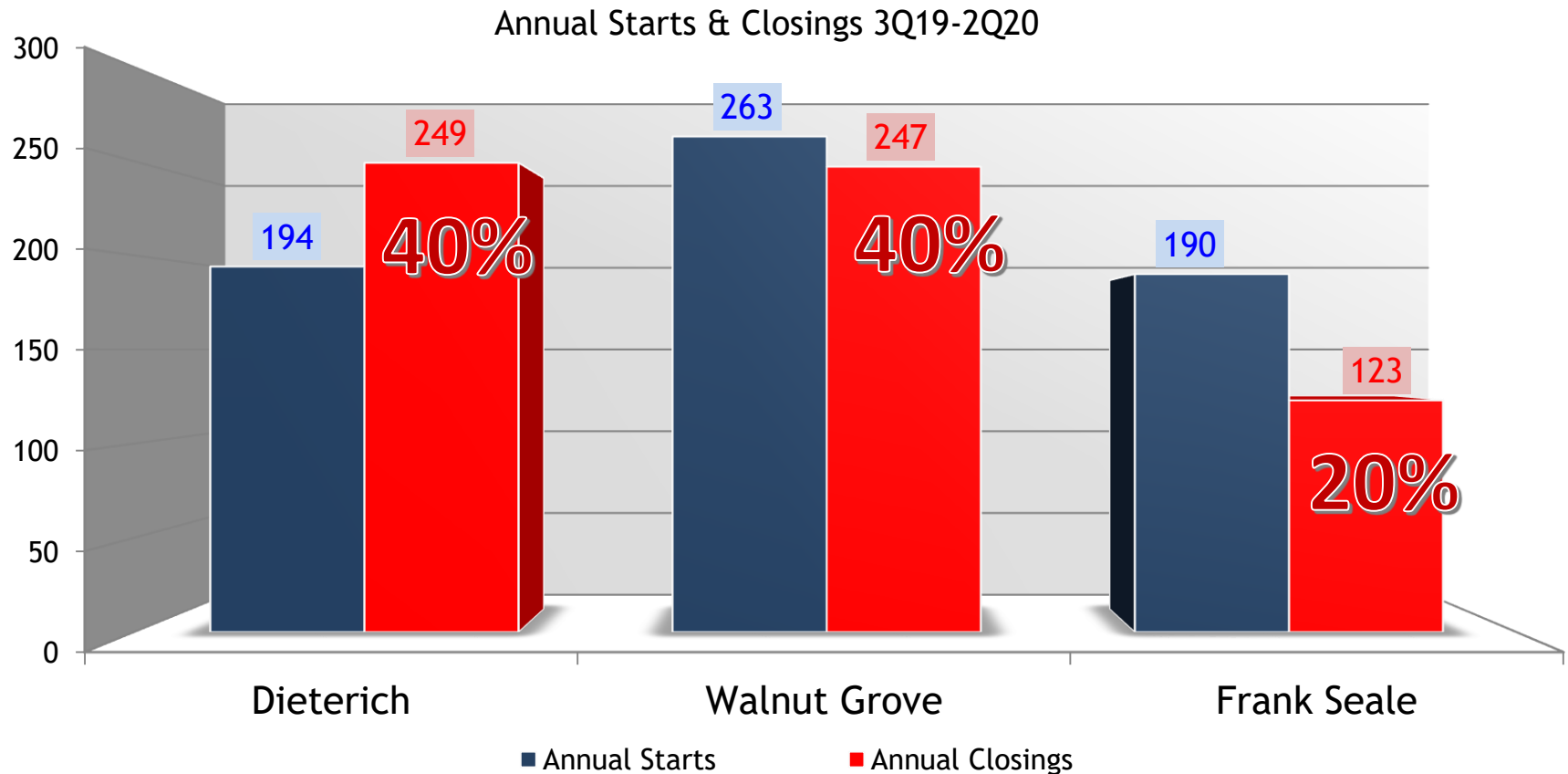
Annual Starts & Closings 3Q19-2Q20



- Mt. Peak, McClatchey, and Miller zones all see more than 100 new homes occupied over the past 12 months
- Longbranch zone produces the most annual starts with 159
- Vitovsky zone activity increasing



MIDLOTHIAN ISD NEW HOME CONSTRUCTION ACTIVITY BY MIDDLE SCHOOL ATTENDANCE ZONE

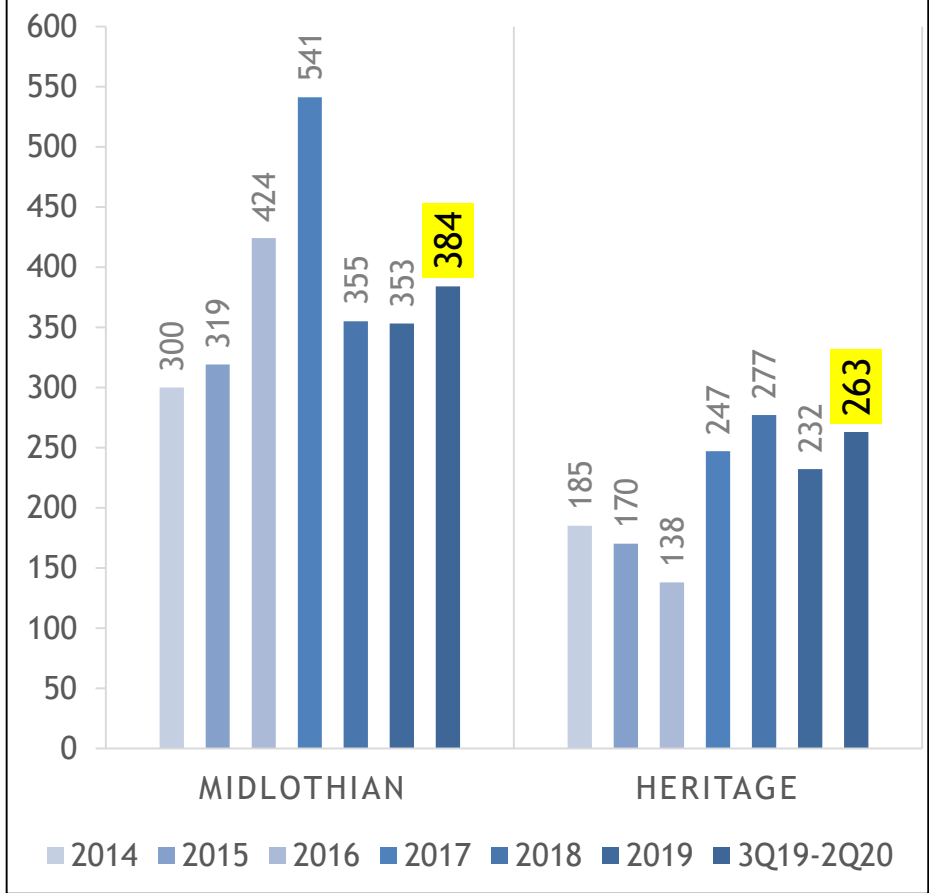


- Over the past 4 quarters, the Dieterich and Walnut Grove attendance zones each produced 40% of the district's annual new home closings

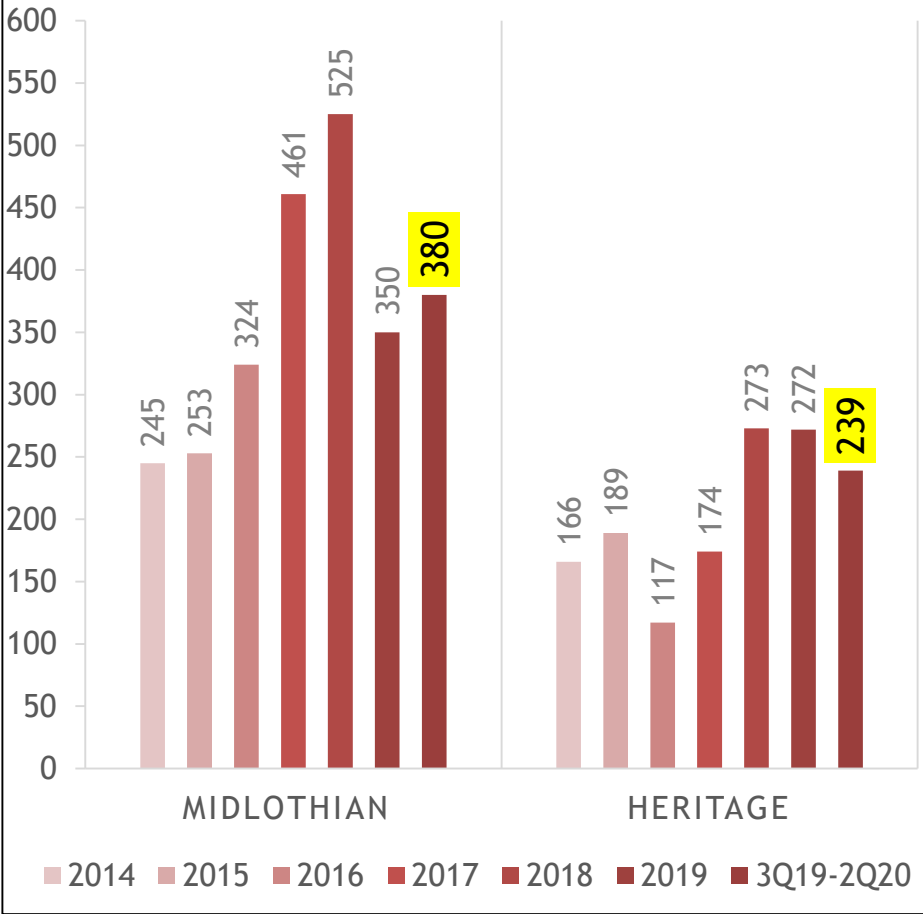


MIDLOTHIAN ISD NEW HOME CONSTRUCTION ACTIVITY BY HIGH SCHOOL ATTENDANCE ZONE

ANNUAL STARTS RATE PER HIGH SCHOOL ZONE



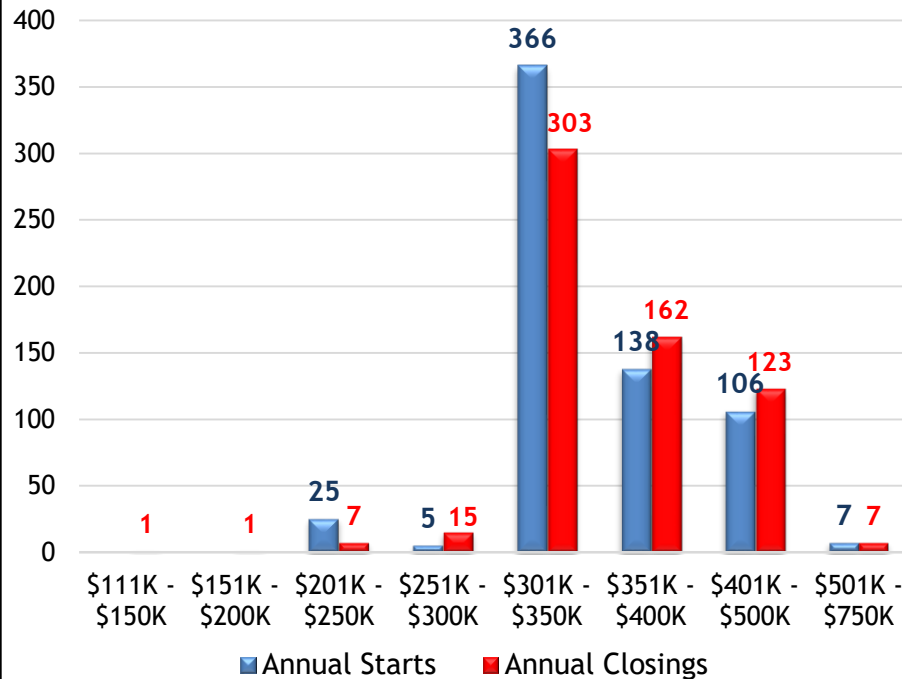
ANNUAL CLOSINGS RATE PER HIGH SCHOOL ZONE



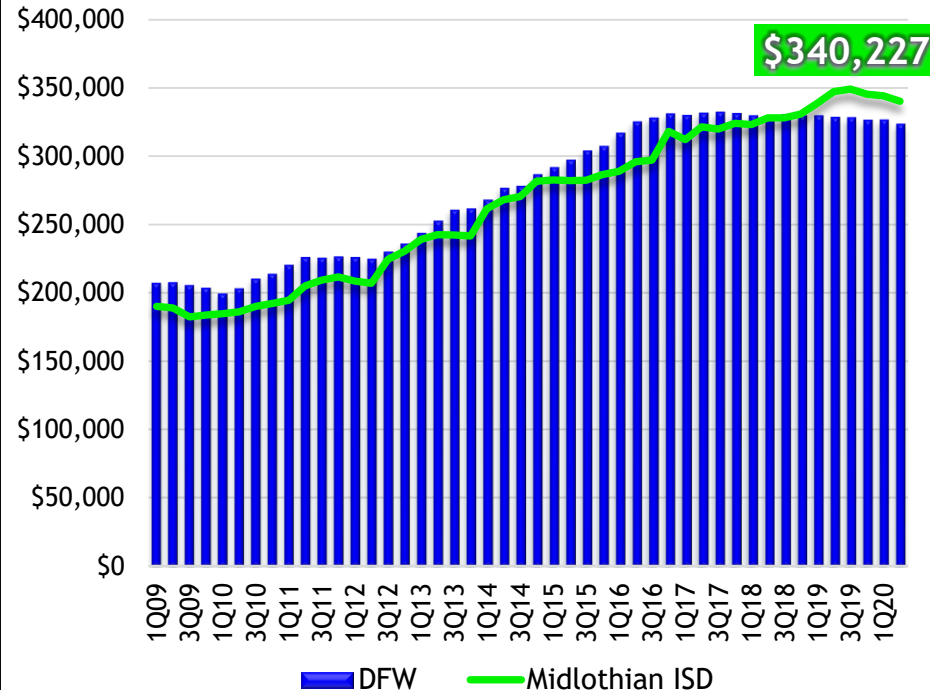


DISTRICT MEDIAN NEW HOME PRICE HISTORY

Annual Activity: 3Q19-2Q20



Historical Median New Home Price



- 96% of the district's new home starts are located in subdivisions with average base pricing over \$300K
- District's median new home price now stands at \$340,227 (-2.0% Y-o-Y)
- DFW Median New Home Price is currently \$323K (-1.5% Y-o-Y)



MIDLOTHIAN ISD RESIDENTIAL LOT INVENTORY

➤ 132 new lots delivered in 2Q20

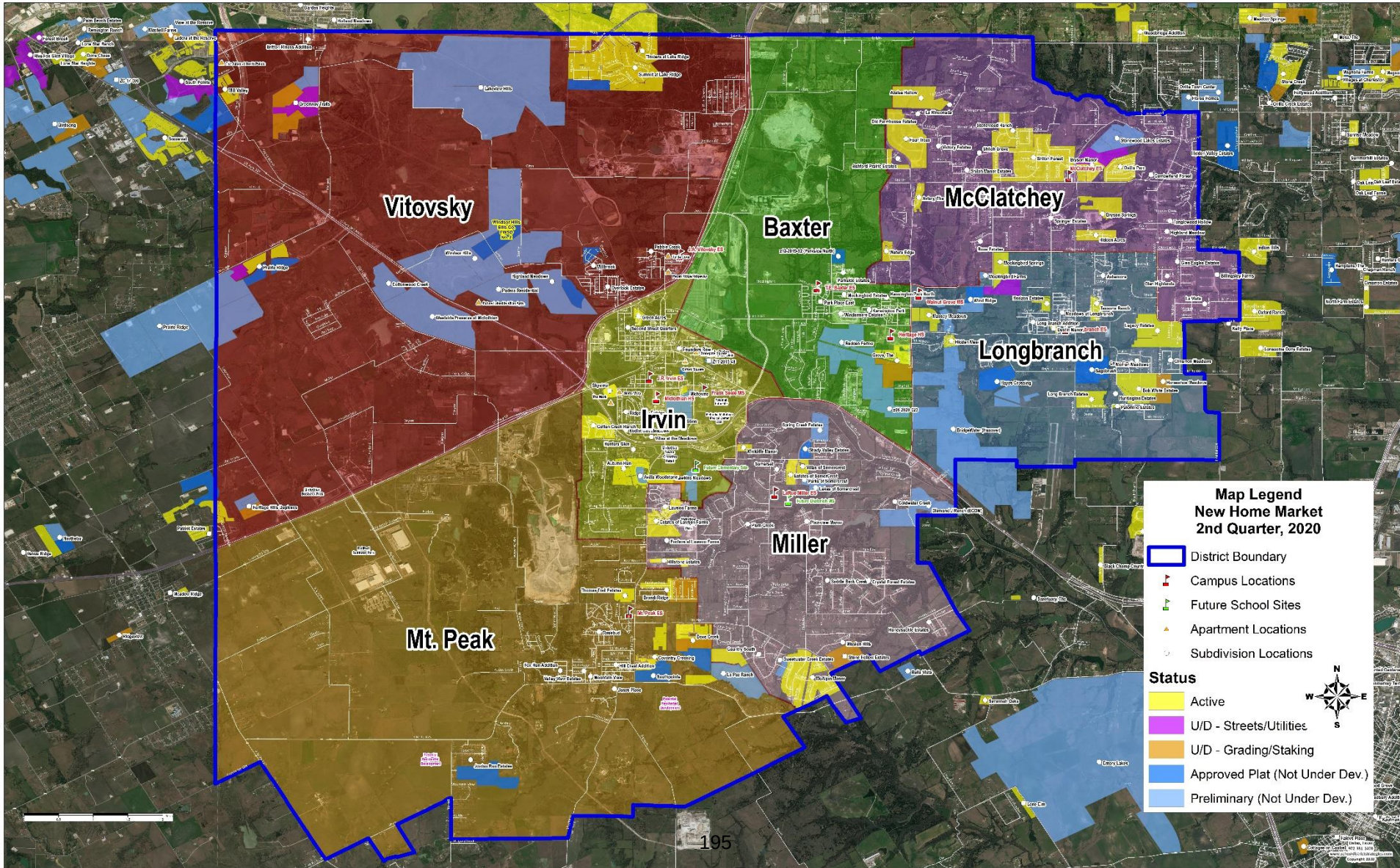
- 17 lots in Autumn Run- Ph. 4 (70' wide lots)
- 111 lots for Azalea Hollow (150' wide lots)
- 4 lots in Palomino Estates-1 (160' wide lots)

➤ **New or updated
in 2Q20*

➤ 1,267 vacant developed lots remaining as of month-end June 2020

➤ 1,395 lots under development at the end of 2Q20

LOTS UNDER DEVELOPMENT 3Q19-2Q20					
Subdivision	Phase / Section (s)	Lot Width (s)	Total Lots	Attendance Zones	City
Summit at Lake Ridge	22-B	130'	33	Vitovsky/Frank Seale/Midlothian	Cedar Hill
Greenway Trails*	1, 1cp, 2cp	60', 65', 72'	483	Vitovsky/Frank Seale/Midlothian	Grand Prairie
Prairie Ridge*	2B	53	98	Vitovsky/Frank Seale/Midlothian	Grand Prairie
The Grove	3 & 4	70'	197	Baxter/Walnut Grove/Heritage	Midlothian
Hawkins Meadows	2	60'	71	Irvin/Frank Seale/Midlothian	Midlothian
Mockingbird Springs*	2	150	36	Longbranch/Walnut Grove/Heritage	Midlothian
Brandi Ridge*	3	120'	105	Mt. Peak/Dieterich/Midlothian	Midlothian
Dove Creek*	2	75', 100'	107	Mt. Peak/Dieterich/Midlothian	Midlothian
Stone Hollow Estates	1	1 ac	39	Miller/Dieterich/Midlothian	Midlothian
Bryson Manor	3	110'	111	McClatchey/Walnut Grove/Heritage	Ovilla
Heritage Hills Estates*	1	65', 70'	56 ¹⁹⁴	Vitovsky/Frank Seale/Midlothian	Venus
Horseshoe Meadows	1	100'	59	Longbranch/Walnut Grove/Heritage	Waxahachie





MISD PROPOSED RESIDENTIAL PROJECTS

currently active or under development)

(not



Baxter ES Zone:

- Redden Farms (Hines/793 lots)
- Parkside North (73 lots)
- **Z06-2020-023 (187 lots)**
- ***Mockingbird Heights (98 lots)*

Irvin ES Zone:

- **Avilla Woodstone (200 lots)**
- Z11-2015-48 (67 lots)
- ***Villas on the Square (97 lots)*

Longbranch ES Zone:

- **BridgeWater (aka Diamond J Ranch; 1,700 lots Hanover Development)**
- Hayes Crossing (330 lots)
- Sagebrush (67 lots)
- Wind Ridge (182 lots)

McClatchey ES Zone:

- Stonewood Lake Estates (143 lots)
- ***The Arbours (45 lots)*

Mt. Peak ES Zone:

- Southpointe (35 lots)
- Jordan Run Ph. 4 (75 lots)

Miller ES Zone:

- **Lakes of Somercrest (99 lots)**
- **Parks of Somercrest (54 lots)**
- Shady Valley Estates (115 lots)
- Spring Creek Estates (104 lots)

Vitovsky ES Zone:

- Cottonwood Creek (325 lots)
- Highland Meadows (881 lots)
- Lakeview Hills (4,077 lots)
- Padera Residential - 214 lots 50's & 70's
- South Pointe (Ph. 8A) - 67 lots
- Westside Preserve (772 lots)
- Windsor Hills (Ellis Co. FWSD No. 2) - 527 lots

**Blue = New or updated in 2Q20*

Early 3Q20 P&Z cases



AERIAL PHOTOS

JULY 1, 2020



BRYSON MANOR



McClatchey ES



MOCKINGBIRD SPRINGS





MASSEY MEADOWS



Heritage HS

Walnut Grove MS

200



THE GROVE





ESTATES/VILLAS/LAKES/PARKS OF SOMERCREST



Lakes Section (99 lots)

Parks Section (54 lots)

Dieterich MS

Miller ES

202



HAWKINS MEADOWS



Future
Elementary
Site

S. 14th Street



AUTUMN RUN



Proposed Avilla
Woodside

FM 663

204



BRANDI RIDGE PHASE 3



S. 14th St.

COVENTRY CROSSING / DOVE CREEK



Dove Creek

Coventry Crossing
Phase 2

McAlpin Rd.

206



LA PAZ NORTH





PRAIRIE RIDGE



US 287



GREENWAY TRAILS



SH 360 Tollway



MIDLOTHIAN ISD RESIDENTIAL LOT INVENTORY BY ELEMENTARY ZONE 2Q20

Elementary School Attendance Zone

Attendance Zone	Annual Starts	Developed Lots Remaining (VDL)	Future & Prelim Planned Single Family Lots	In-Process/Planned Future Apartment Units
Baxter	28	13	1,366	
Irvin	108	139	798	236
Longbranch	159	198	2,429	
McClatchey	76	162	254	
Miller	84	140	379	
Mt. Peak	110	100	513	
Vitovsky	82	515	9,050	152
Total	647	1,267	14,789	388

VDL = Vacant developed lot (i.e. a fully developed lot w/ a paved street in front of it)

Future = Lots from subdivisions with approved final plats; could be raw land or currently under development

Prelim = Lots from projects currently at the preliminary platting stage or conceptual design stage



MIDLOTHIAN ISD RESIDENTIAL LOT INVENTORY BY MIDDLE AND HIGH SCHOOL ZONES 2Q20



Middle School Attendance Zone

Attendance Zone	Annual Starts	Developed Lots Remaining (VDL)	Future & Prelim Planned Single Family Lots	In- Process/Planned Future Apartment Units
Dieterich	194	240	892	
Frank Seale	190	654	6,534	388
Walnut Grove	263	373	7,363	
Total	647	1,267	14,789	388

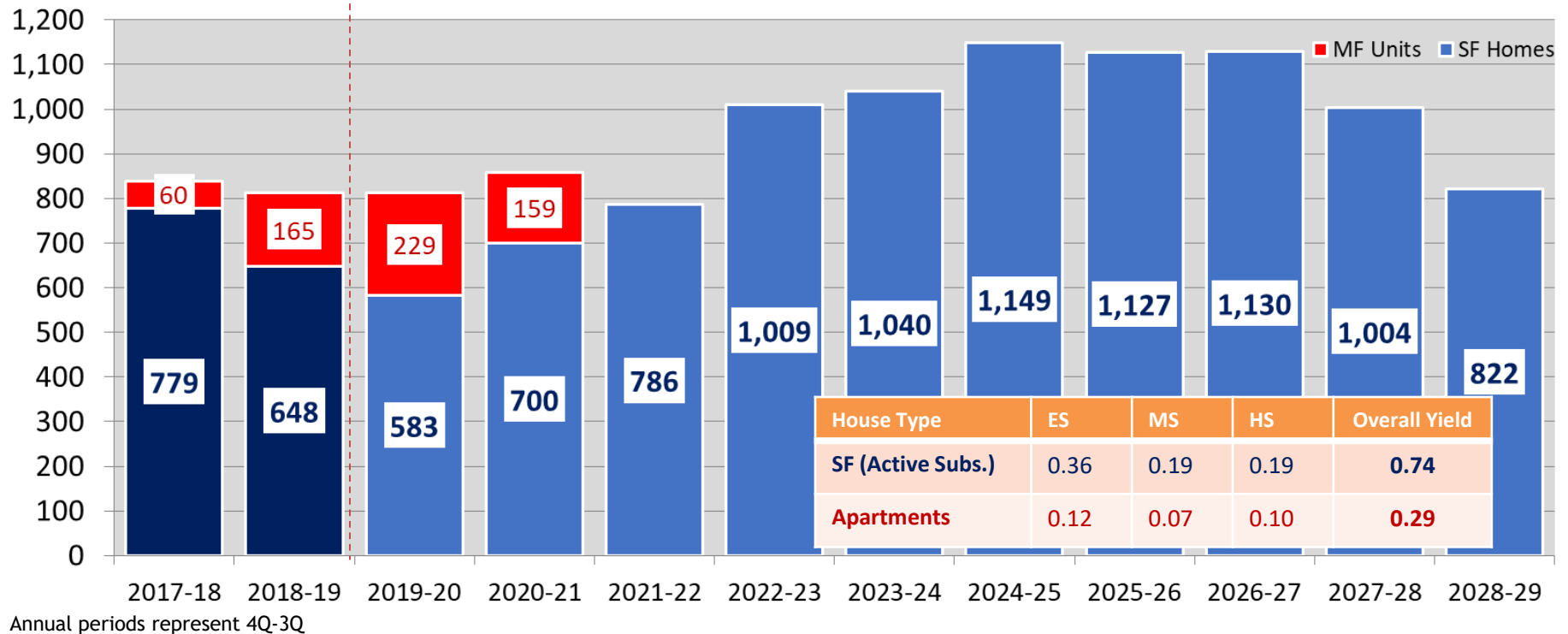
High School Attendance Zone

Attendance Zone	Annual Starts	Developed Lots Remaining (VDL)	Future & Prelim Planned Single Family Lots	In- Process/Planned Future Apartment Units
Heritage	263	373	3,183	
Midlothian	384	894	11,606	388
Total	647	1,267	14,789	388

²¹¹



MIDLOTHIAN ISD NEW HOME CONSTRUCTION CLOSINGS FORECAST FALL 2020-2029 *(REVISED COVID-19 SCENARIO)*

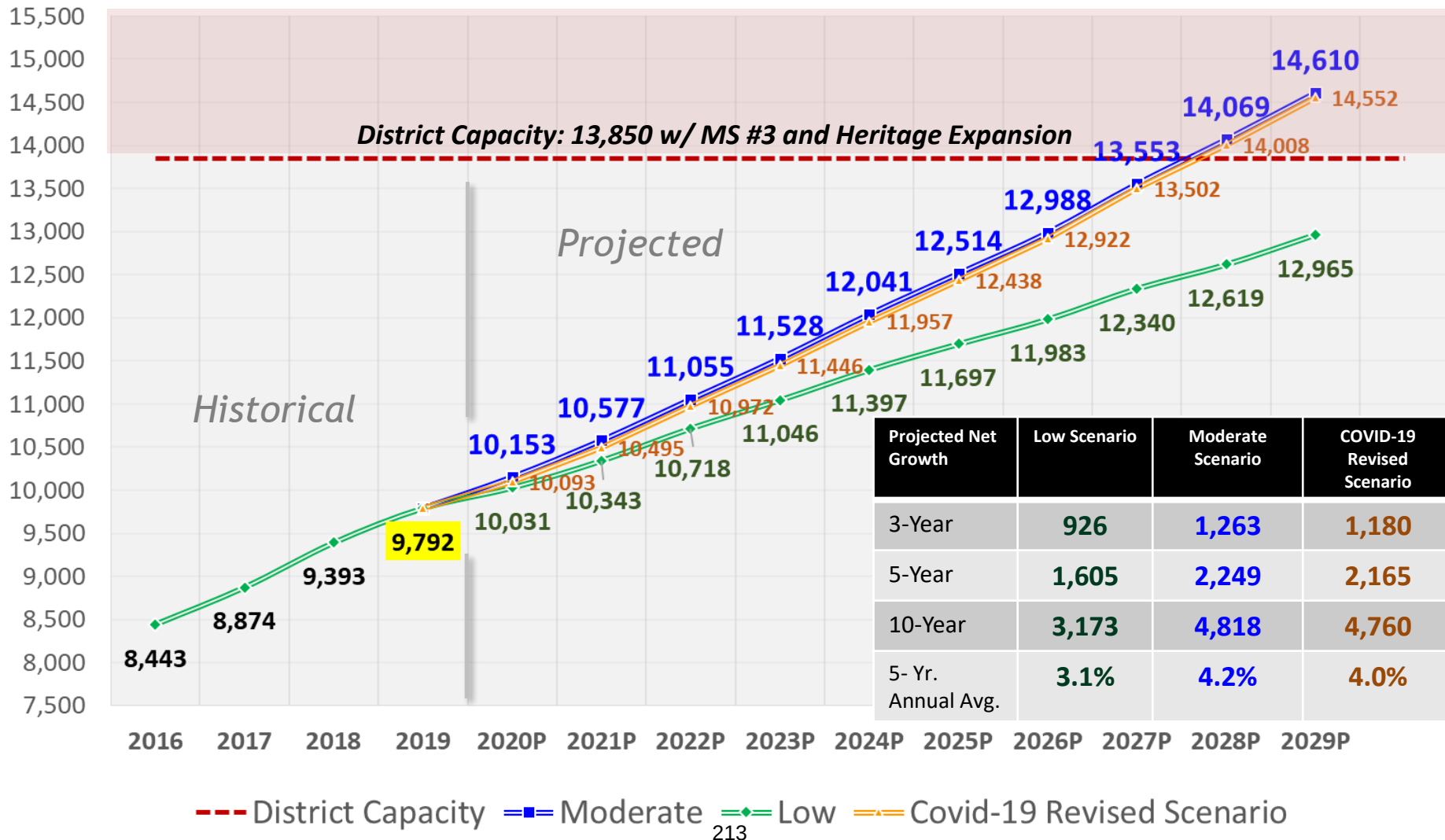


- COVID-19 pandemic does not result in a prolonged slowdown; district is poised to see an average of an average of 745 closings over the next two years, increasing upwards to near 1,000-1,100 by 2024
- Under the revised Moderate Scenario, MISD builders could produce approximately 4,700 total new homes by Fall 2024
- Over the next 10 years, MISD is poised to see over 9,300 new homes built
- Planned apartment developments are expected to be constructed and leased out by 2022



MIDLOTHIAN ISD

10-YEAR ENROLLMENT PROJECTIONS





ELEMENTARY CAMPUS PROJECTIONS VS. CAPACITY



Midlothian ISD - Campus Projections (COVID-19 Revised Scenario)	Historical	Projected Fall Snapshot Enrollment <i>DRAFT</i>									
	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2028/29
Baxter Elementary		Campus Capacity = 750									
Total Enrollment	565	589	612	641	701	752	795	824	848	864	878
Capacity Utilization	75%	79%	82%	85%	93%	100%	106%	110%	113%	115%	117%
Space Remaining	185	161	138	109	49	-2	-45	-74	-98	-114	-128
Irvin Elementary		Campus Capacity = 750									
Total Enrollment	591	620	656	670	678	674	675	683	695	711	727
Capacity Utilization	79%	83%	87%	89%	90%	90%	90%	91%	93%	95%	97%
Space Remaining	159	130	94	80	72	76	75	67	55	39	23
Longbranch Elementary		Campus Capacity = 750									
Total Enrollment	623	564	582	621	676	739	795	849	914	979	1,039
Capacity Utilization	83%	75%	78%	83%	90%	99%	106%	113%	122%	131%	139%
Space Remaining	127	186	168	129	74	11	-45	-99	-164	-229	-289
Miller Elementary		Campus Capacity = 750									
Total Enrollment	659	743	739	748	741	743	754	772	783	787	790
Capacity Utilization	88%	99%	99%	100%	99%	99%	101%	103%	104%	105%	105%
Space Remaining	91	7	11	2	9	7	-4	-22	-33	-37	-40
Mt. Peak Elementary		Campus Capacity = 750									
Total Enrollment	658	669	688	713	759	779	810	842	876	911	943
Capacity Utilization	88%	89%	92%	95%	101%	104%	108%	112%	117%	121%	126%
Space Remaining	92	81	62	37	-9	-29	-60	-92	-126	-161	-193
Vitovsky Elementary		Campus Capacity = 750									
Total Enrollment	620	631	663	737	833	932	1,071	1,221	1,378	1,516	1,652
Capacity Utilization	83%	84%	88%	98%	111%	124%	143%	163%	184%	202%	220%
Space Remaining	130	119	87	13	-83	-182	-321	-471	-628	-766	-902
McClatchey Elementary		Campus Capacity = 750									
Total Enrollment	655	664	638	649	640	618	627	645	669	693	713
Capacity Utilization	87%	89%	85%	87%	85%	82%	84%	86%	89%	92%	95%
Space Remaining	95	86	112	101	110	132	123	105	81	57	37
Elementary Totals		Total Elementary Capacity = 5,250									
Total Enrollment	4,371	4,480	4,577	4,779	5,029	5,238	5,527	5,837	6,164	6,461	6,742
Capacity Utilization	83%	85%	87%	91%	96%	100%	105%	111%	117%	123%	128%
Space Remaining	879	770	673	471	221	12	-277	-587	-914	-1,211	-1,492

Proposed additional capacity between 2022 and 2024



MIDDLE AND HIGH SCHOOL CAMPUS PROJECTIONS VS. CAPACITY



Midlothian ISD - Campus Projections (COVID-19 Revised Scenario)	Historical	Projected Fall Snapshot Enrollment DRAFT									
	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2028/29
Frank Seale Middle		Campus Capacity = 1,200									
Total Enrollment	1,214	710	743	742	788	861	922	967	997	1,063	1,129
Capacity Utilization	101%	59%	62%	62%	66%	72%	77%	81%	83%	89%	94%
Space Remaining	-14	490	457	458	412	339	278	233	203	137	71
Walnut Grove Middle		Campus Capacity = 1,200									
Total Enrollment	1,180	970	996	1,021	1,074	1,114	1,153	1,202	1,217	1,257	1,299
Capacity Utilization	98%	81%	83%	85%	90%	93%	96%	100%	101%	105%	108%
Space Remaining	20	230	204	179	126	86	47	-2	-17	-57	-99
Dieterich Middle		Campus Capacity = 1,200									
Total Enrollment		785	806	799	799	797	800	795	782	789	805
Capacity Utilization	0%	65%	67%	67%	67%	66%	67%	66%	65%	66%	67%
Space Remaining	1,200	415	394	401	401	403	400	405	418	411	395
Middle School Totals		Total Middle School Capacity = 3,600 (w/ Addition of Dieterich MS in 2020)									
Total Enrollment	2,394	2,465	2,545	2,561	2,661	2,772	2,875	2,964	2,997	3,109	3,233
Capacity Utilization	100%	68%	71%	71%	74%	77%	80%	82%	83%	86%	90%
Space Remaining	6	1,135	1,055	1,039	939	828	725	636	603	491	367
Heritage High		Campus Capacity = 1,100				Campus Capacity w/ Expansion = 2,500					
Total Enrollment	1,040	1,095	1,166	1,216	1,219	1,242	1,272	1,305	1,394	1,428	1,472
Capacity Utilization	95%	100%	106%	49%	49%	50%	51%	52%	56%	57%	59%
Space Remaining	60	5	-66	1,284	1,281	1,258	1,228	1,195	1,106	1,072	1,028
Midlothian High		Campus Capacity = 2,500									
Total Enrollment	1,987	2,053	2,207	2,416	2,538	2,705	2,765	2,817	2,947	3,010	3,105
Capacity Utilization	79%	82%	88%	97%	102%	108%	111%	113%	118%	120%	124%
Space Remaining	513	447	293	84	-38	-205	-265	-317	-447	-510	-605
High School Totals		Total High School Capacity = 3,600				Total High School Capacity w/ Heritage Expansion = 5,000					
Total Enrollment	3,027	3,148	3,373	3,632	3,757	3,947	4,037	4,122	4,341	4,438	4,577
Capacity Utilization	84%	87%	94%	73%	75%	79%	81%	82%	87%	89%	92%
Space Remaining	573	452	227	1,368	1,243	1,053	963	878	659	562	423
District Totals (PK-12)		Total District Capacity = 12,450 (w/ MS#3)				Total District Capacity w/Heritage Expansion = 13,850					
Total Enrollment	9,792	10,093	10,495	10,972	11,446	11,957	12,438	12,922	13,502	14,008	14,552
Capacity Utilization	79%	81%	84%	79%	83%	86%	90%	93%	97%	101%	105%
Space Remaining	1,458	2,357	1,955	2,878	2,404	1,893	1,412	928	348	-158	-702

Additional capacity coming in 2020 at the MS level and 2022 at the HS level

Midlothian ISD

2Q 2020 Demographics Summary

- Despite COVID-19 shutdown in April, demand for new homes in the district strengthened in 2Q20
- New home builders started 647 and closed 619 new homes from 3Q19-2Q20
- 90% of new construction in 2019 occurred in the City of Midlothian portion of the district; led by Lawson Farms, Dove Creek, Four Trees, and Thomas Trail Estates
- Mt. Peak, McClatchey, and Miller Elementary zones were the most active over the past 4 quarters.
- 61% of the district's new home closings occurred in the MHS zone (39% Heritage)
- District's median new home price stands at \$340,227 3Q19-2Q20 (DFW's median new = \$323K);
- Developers delivered 582 new single-family (SF) lots in MISD over the past 12 months
- 1,267 vacant SF lots were remaining as of June 2020
- 1,395 future SF lots are currently under development in the district including new developments in the Grand Prairie portion of the district at Prairie Ridge and Greenway Trails
- The Mark apartments (236 units) now 94% occupied with 152 more apartment units under construction at Lakeside Villas (Opening Sept. 2020)
- Developers are planning an additional 15,000+ future SF lots including two major master planned developments BridgeWater (aka Diamond J Ranch) and Redden Farms
- MISD could see about 4,100 new homes occupied over the next 5 years
- The district could see the annual construction rate climb 1,000-1,100 homes per year by 2023
- Residential construction and development projected to drive MISD enrollment growth up by an average of 4.0% annually over the next 5 years
- MISD enrollment could surpass 12,000 students by 2025 and 14,000 students by 2028



16980 Dallas Parkway
Suite 101
Dallas, Texas 75248

www.schooldistrictstrategies.com

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The following contingencies and limiting conditions are noted as fundamental assumptions that may affect the accuracy or validity of the analysis and conclusions set forth in this report. Specifically, the parties assume: that the Dallas/Fort Worth metropolitan area, the State of Texas, and the nation as a whole will not suffer any major economic shock during the time period of the forecast contained in this report; that general population levels will continue to increase at or above the rate forecast; that the public and third party sources of statistical data and estimates used in this analysis are accurate and complete in all material respects, and that such information is a reasonable resource for project planning purposes; the proposed real estate development projects described herein, when completed, will be designed, promoted, and managed in a manner that will have an impact on the local market that is reasonably consistent with other similar projects in the past; and that the recommendations set forth in this report will be acted upon within a reasonable period of time to preclude major changes in the factual conditions evaluated.

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Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consideration of Approval of the Schematic Design of New Elementary No. 08	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	The schematic design to the new elementary no. 08 is being presented by Ross Rivers and Josh Sawyer of VLK Architects, Inc. The design has been developed through the input of MISD Staff members, students and community members. The board will be asked to approve the schematic design in order to move the project into the next phase. VLK Architects, will then enter into a more detailed design development phase, followed by the construction document phase. Both of these phases should be complete by February 25, 2021.	
Fiscal Impact/Budget Function Code:	2016 Bond Funds	
Policy:	N/A	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.	
Administration Recommended Option:	The Administration recommends approval of the schematic design for New Elementary No. 08.	
Motion:	If desired a motion might be, "I move to approve the Schematic Design for the New Elementary No. 08 as presented".	
Presenter:	Rola Fadel, Ross Rivers, Josh Sawyer	

THE
**MIDLOTHIAN ELEMENTARY
SCHOOL NO. 8**
SCHEMATIC DESIGN



MIDLOTHIAN ELEMENTARY SCHOOL NO.8

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ACKNOWLEDGMENTS

MIDLOTHIAN ELEMENTARY SCHOOL NO.8 ACKNOWLEDGMENT

VLK Architects, Inc. wishes to thank the students, families, community, teachers/staff, campus and district leadership for the opportunity to design **Midlothian Elementary School No. 8 for Midlothian ISD.**

MIDLOTHIAN ISD

Dr. Lane Ledbetter, Superintendent of Schools
Judy Walling, Deputy Superintendent of Schools
Kay Lynn Day, Assistant Superintendent of Human Resources
Jim Norris, Assistant Superintendent of Finance and Operations
Karen Fitzgerald, Assistant Superintendent of Engagement & Strategic Innovation
Leslie Garakani, Assistant Superintendent of Finance and Operations
Dr. Courtney Carpenter, Executive Director of Innovation and Learning
Rola Fadel, Director of Architecture and Facilities

VLK ARCHITECTS

Sloan Harris, Partner
Christian Owens, Principal of Design
Dalane Bouillion, Ed.d., Principal of Educational Planning
Ross Rivers, Principal
Josh Sawyer, Project Designer
Angela Mitchell, Project Architect
Gabreilia Torres, Emerging Professional I Architecture
Anne Arts, Emerging Professional I Architecture
Whitney Tong, Interior Designer
Synde Goldstein, Interior Designer
Tracy Loftin, Specifications



PROJECT NARRATIVE

MIDLOTHIAN ELEMENTARY SCHOOL NO.8

PROJECT NARRATIVE

Intentional innovation is the expectation for this elementary school, a neighborhood school where expectations will only allow students to succeed and meet their potential. An alliance supporting research, communication and ideas will result in the next example of what should be for the **next generation of learners**, with extreme flexibility for those who will continue to utilize the school beyond Generation alpha. This will be achieved via the district's strong core belief that **greatness** is dependent upon excellence through purpose.

- **Midlothian Elementary School No.8**
- Project Completion: **2022**
- Architect: **VLK Architects, Inc.**
- PROJECT TYPE: **GC**



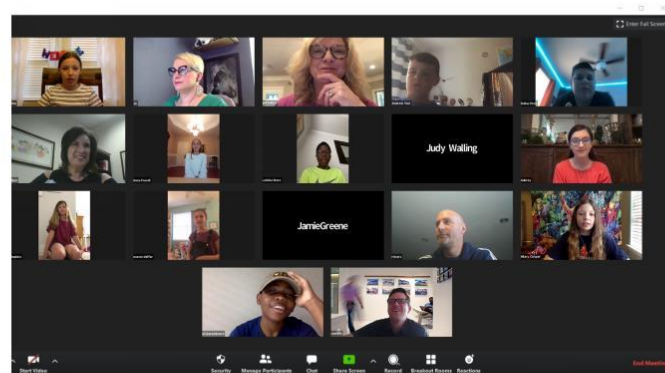
VLK | CURATION

MIDLOTHIAN ELEMENTARY SCHOOL NO.8

VLK | CURATION

VLK | CURATION

VLK | Curation is the thorough process of action research used with Midlothian ISD to gather relevant and purposeful data that scaffold the design process, ensuring the client's academic goals and expectations for students and staff drive the design process. Our Principal and Educational Planner, Dr. Dalane E. Bouillion studied the district's strategic plan, goals for curriculum and instruction, current instructional



MIDLOTHIAN ELEMENTARY SCHOOL NO. 8

WHO ARE WE?

- Deliver individualized, differentiated, and engaged instruction
- Flexible with flexibility
- Lots of small groups in many locations
- Collaborative
- Real-world experiences
- Inclusive
- Creative
- Innovative

WHAT DO WE NEED?

- "Intentional innovation"
- More flexibility - purpose, size, and shape
- Small and large group areas integrated with innovation
- More marker area for creativity
- Enclosed intervention spaces
- Open centralized library that invites innovation
- Mobile technology areas for devices
- Ease of circulation for students
- Openness for student movement academically



VLK | LAUNCH

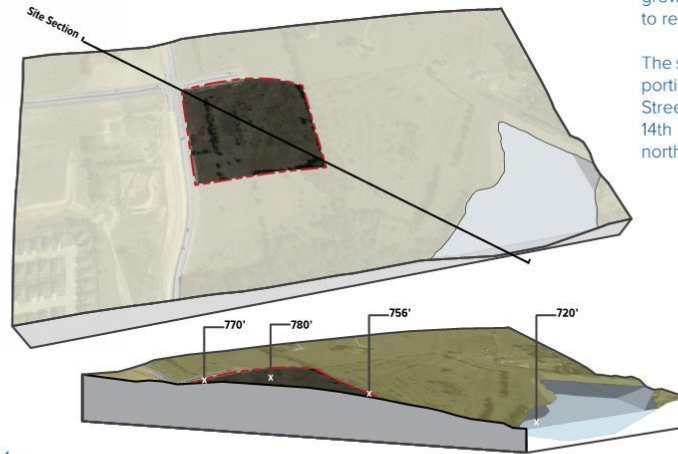
DAY 1

MIDLOTHIAN ELEMENTARY SCHOOL NO.8

SITE PARAMETERS

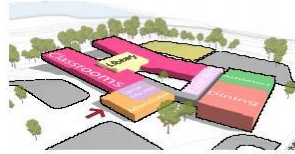
Midlothian, Texas is located about 30 due south of the Dallas-Fort Worth area and is located at the intersection of US67 and US 287, both of which travel to Dallas and Fort Worth respectively from the I-35E and I-35W split highways. Once a small town, Midlothian is experiencing growth, especially to the north as the Metroplex continues to reach further south.

The site for the new school is located in the south central portion of the city, just due south of US287 along S 14th Street. It is approximately a 14 acre site bounded by S 14th Street to the west and Hawkins Run Road to the north.



MIDLOTHIAN ELEMENTARY SCHOOL NO.8 VLK LAUNCH - CONCEPT PLANS

PIER



CRATER



CANYON



BRIDGE



EXPLORE



CONCEPT RESULTS :

PIER 14 OUT OF 22 VOTES
EXPLORE 5 OUT OF 22 VOTES
CANYON 3 OUT OF 22 VOTES



MIDLOTHIAN ELEMENTARY SCHOOL NO.8
VLK LAUNCH - TYPOLOGY OF SPACES



VLK | LAUNCH

— DAY 2 —

MIDLOTHIAN ELEMENTARY SCHOOL NO.8



PIER

EXPLORE

RE-IMAGINE



MIDLOTHIAN ELEMENTARY SCHOOL NO.8
VLK LAUNCH - RESULTS

PIER



EXPLORE



RE-IMAGINE



CONCEPT RESULTS :

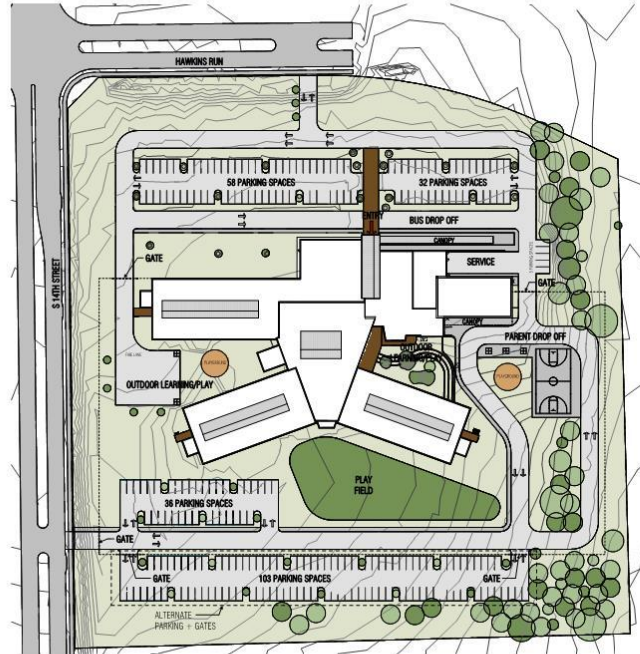
PIER 19 OUT OF 23 VOTES
EXPLORE 3 OUT OF 23 VOTES
RE-IMAGINE 1 OUT OF 23 VOTES



SCHEMATIC DESIGN

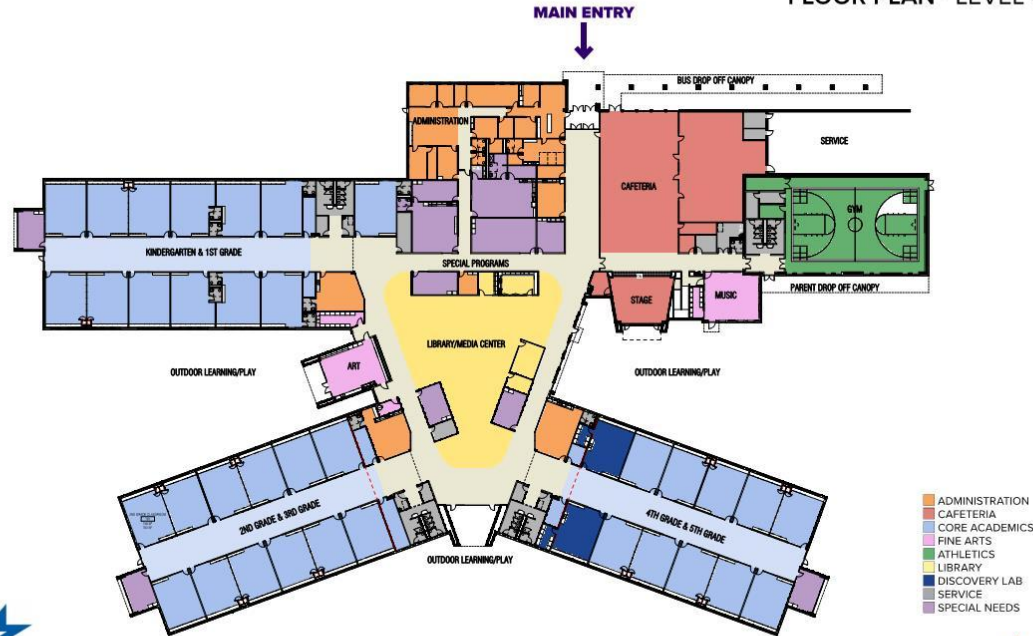
MIDLOTHIAN ELEMENTARY SCHOOL NO.8

SITE PLAN



MIDLOTHIAN ELEMENTARY SCHOOL NO.8

FLOOR PLAN - LEVEL ONE



MIDLOTHIAN ELEMENTARY SCHOOL NO.8
CONCEPTUAL IMAGE - FRONT ELEVATION



MIDLOTHIAN ELEMENTARY SCHOOL NO.8
CONCEPTUAL IMAGE - FRONT PERSPECTIVE



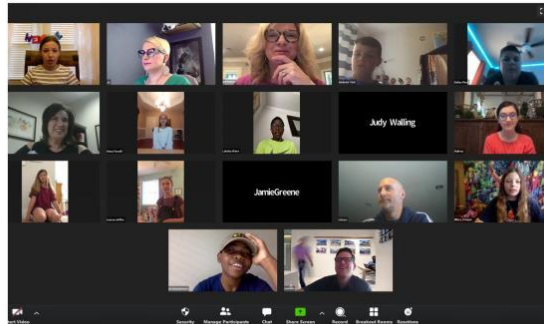
MIDLOTHIAN ELEMENTARY SCHOOL NO.8
CONCEPTUAL IMAGE - FRONT AERIAL



SUPPLEMENTAL INFORMATION

MIDLOTHIAN ELEMENTARY SCHOOL NO.8

NEXT STEPS



VLK CURATION

MAY 2020

VLK LAUNCH

JUNE 2020

SCHEMATIC DESIGN

AUG. 2020

DESIGN DEVELOPMENT MEETINGS

SEPT. 2020

CONSTRUCTION DOCUMENTS ISSUED

SPRING 2021





VLK|ARCHITECTS

AUSTIN • DALLAS • EL PASO • FORT WORTH • HOUSTON

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Teacher Incentive Allotment	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	Teacher Incentive Allotment comes from House Bill 3. A larger district committee as well as individual campus committees are developing a plan to submit to TEA.	
Fiscal Impact/Budget Function Code:	N/A	
Policy:		
District Goal:	Design a comprehensive staffing plan to foster excellence, high expectations, and positive morale throughout the district.	
Administration Recommended Option:	Information Only	
Motion:	Information only	
Presenter:	Shorr Heathcote	

Teacher Incentive Allotment

August 2020

House Bill 3 - Teacher Incentive Allotment

Teacher Incentive Allotment:

- Address increasing teacher shortage
- Recruit teachers to work in high need areas
 - Rural Schools
 - Schools with high population of Eco-Dis
- Retain Teachers after 4 years

Overview of the Teacher Incentive Allotment

- Designations: are added to the teacher's certificate for 5 years
 - Recognized
 - Exemplary
 - Master
- LEAs receive \$3,000-\$32,000 for each designated teacher (MISD: \$3,000-\$12,000)
- Two Pathways to Earn a Distinction:
 - Local Designation System
 - National Board Certified Teachers earn the Recognized Designation.
- There will be fees associated with the designation system. Fees are reimbursed through the Foundation School Program.
- Teacher is NOT REQUIRED to participate.

Local Designation System

Local Designation System Must Include:

- Teacher Observations
- Performance of Teacher's Students
- Districts may choose to also include:
 - Student Surveys
 - Evidence of Teacher Leadership
 - Teacher Growth/Development through Professional Development
- TEA & Texas Tech will review the quality, validity and reliability of the observation tool used (TTESS is preferred) and student performance measures.

Local Role in the Teacher Incentive Allotment

To Do List:

- Identify/develop a designation system with input from stakeholders.
- Identify which teacher observation and student performance measures will be used.
- Determine what other components will be added to the designation beyond observations and student performance. (Recommendations: student surveys, family surveys, teacher leadership, teacher mentorship, etc.)
- Determine how TIA funding will be used, ensuring 90% of funds are used on teacher compensation at the campus where the designated teacher works.



State Role in the Teacher Incentive Allotment

- Set validity standards for designations and ensure a mathematical possibility that all teachers could earn a designation.
- Approve designation systems based on validity and relative accuracy.
- Monitor the quality and fairness of the designation system across Texas.
- Provide technical assistance to districts developing and implementing designation systems.



Planning for TIA

- Cabinet Meeting
- Principal Meeting
- Campus Meetings
- Recruit Stakeholders - Minimum of 2 teacher reps per campus and one administrator (meet every other week)
 - Create survey for teachers
 - Send out to teachers by school
- Committee Development Meetings
- Campus Development Meetings
- Ongoing District Staff Meeting Updates
- NBCT Cohort
 - MISD Specific
 - Region 10 Support
- Survey - Teacher consensus
- Develop plan
- Submit plan for review

Committee Creation

- Principal Meeting
 - Shared information on National Board Certification
 - Shared Information on Teacher Incentive Allotment Plan Development
- Committee Formation
 - All district employees are invited to ALL committee meetings
 - Emphasize the importance of teacher attendance
 - 2 TIA Experts from each campus and 1 administrator
- Campus Committee Meetings
 - Lesson is provided and TIA Experts take part
 - TIA Experts hold meetings every two weeks on campus
 - Report back to the District Committee



Outline for Possible Plan Development

TIA Requirements	Midlothian ISD Designation System
Teacher Evaluation System -calibration for evaluators -schedule of observations	TTESS -yearly calibration (discuss adding in semester calibrations or quarterly calibrations) ensure inter-rater reliability -3 walkthroughs, 1 extended
Congruence of Teacher Observation and Student Growth	SLO -SLO would be rated within TTESS -Rubric used to score success of SLO
District Utilizes Student Growth Measures State Recommendations: -STAAR, SLO, Student Portfolios, Pre-/Post Tests	SLO & Pre-/Post Tests -Use SLO rubric for scoring teacher effectiveness -Pre-/Post Tests documented in SLO -Professional Development Plan created by the teacher and approved by appraiser that supports SLO
Other District Specific Need	Teaches in a Needed Position/Leadership Development -Dual Credit/Serves as a Mentor or ILL, etc





Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Strategic Planning Process	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	As our current strategic plan is nearly completed, and as directed by the Board at the February 14, 2020 workshop, administration is moving forward with next steps in the strategic plan process. MISD is currently seeking a facilitator to help our district develop its next strategic plan. Administration is seeking direction as to whether next steps will include updating the current plan or re-writing the strategic plan all together. This decision impacts the cost, the process, and the scope of work to be considered when determining who would be the best fit as the facilitator for the process. We anticipate the strategic planning process to begin in November and conclude no later than February 2021 with Board action. Additionally, this process will include stakeholder voice throughout the process.	
Fiscal Impact/Budget Function Code:	\$45,000-\$50,000	
Policy:	N/A	
District Goal:	Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders.	
Administration Recommended Option:	It is the recommendation of the administration to update the current strategic plan; based on community and staff input as well as data analysis. (This will allow current vision and beliefs as well as other items related to the current district direction to remain intact.) However, if it be the will of the Board to rewrite the strategic plan in its entirety, please direct administration accordingly.	
Motion:	To be determined.	
Presenter:	Karen Fitzgerald, Assistant Superintendent and Lane Ledbetter, Superintendent	

Strategic Planning

September 21, 2020

Strategic Planning Purpose:

The purpose of our strategic planning process is to engage with our parents, community members, staff and students to review on our MISD journey for the past five years and develop a plan for the next three to five years.



Strategic Planning Timeline:

- September: Seek facilitator proposals
- October: Administrations recommendation for facilitator; Board action
- November: Engagement Process
 - Face-to-Face focus groups
 - Parents
 - Business leaders
 - Students
 - Teachers/Staff
 - Elected officials
 - Community members
 - Online summits
 - Open to all
 - Opportunity for community-wide dialogue
- December-February: Develop goals, objectives, outcomes & align to performance tracker
- February: Committee recommendation; Board Action
- February-March: Community representation





Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consider District and Campus Improvement Plans Process	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	BQ(Legal) states a board shall ensure that a district improvement plan and improvement plans for each campus are developed, reviewed, and revised annually for the purpose of improving the performance of all students. A board shall annually approve district and campus performance objectives and shall ensure that the district and campus plans: 1. Are mutually supportive to accomplish the identified objectives; and 2. At a minimum, support the state goals and objectives under Education Code Chapter 4 that include. • parent partnerships • students challenged to fullest potential • well-balanced and appropriate curriculum • character and citizenship • highly qualified personnel (recruitment and retention) • student and school safety • technology integration • career and technology education The District studied a variety of data points collected throughout the 2019-2020 school year to create the measurable performance objectives under each District Goal. All of these data points were shared in their entirety during the Board Priorities Update (Standard 4, Benchmarks A & C) at the August 2020 Board Workshop. Upon writing the measurable performance objectives, the District and each campus went through a series of design sessions to develop strategies within each performance objective as part of the DEIC and CEIC process.	

Fiscal Impact/Budget Function Code:	N/A
Policy:	BQ(Legal & Local); BQA (Legal & Local); BQB (Legal & Local)
District Goal:	Goal 1: Design innovative learning environments while increasing academic rigor through aligned teaching and learning. Goal 2: Develop a comprehensive staffing plan to foster innovation, effective communication and a high performing culture throughout the district. Goal 3: Provide a safe and secure learning environment that supports the social and emotional well-being of our school community. Goal 4: Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces. Goal 5: Provide support and resources to cultivate customization and personalization through blended learning opportunities. Goal 6: Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders.
Administration Recommended Option:	INFORMATION ONLY
Motion:	INFORMATION ONLY
Presenter:	Dr. Courtney Carpenter - Process and Alignment Judy Walling - DEIC, Goals, & Performance Objectives

District & Campus Improvement Plan Process 2020-2021: *Information Only*

September 21, 2020

Policy

BQ([Legal](#) & [Local](#)) states a board shall ensure that a district improvement plan and improvement plans for each campus are developed, reviewed, and revised annually for the purpose of improving the performance of all students. A board shall annually approve district and campus performance objectives and shall ensure that the district and campus plans:

1. Are mutually supportive to accomplish the identified objectives; and
2. At a minimum, support the state goals and objectives under Education Code Chapter 4 that include.
 - parent partnerships
 - students challenged to fullest potential
 - well-balanced and appropriate curriculum
 - character and citizenship
 - highly qualified personnel (recruitment and retention)
 - student and school safety
 - technology integration
 - career and technology education

BQA ([Legal](#) & [Local](#)) - District Level Committee Process & Makeup

BQB ([Legal](#) & [Local](#)) - Campus Level Committee Process & Makeup



District & Campus Improvement Plan and Metrics Alignment

Dr. Courtney Carpenter, CAO

VISION

Inspiring excellence today to change the world tomorrow.

BELIEFS

- *We believe that safe, engaging, rigorous, and diverse learning environments provide the best opportunity for students to reach their fullest potential.*
- *We believe a high quality staff with appropriate resources is essential to creating educational experiences that promote student success.*
- *We believe that effective communication, purposeful collaboration, and strong partnerships create an atmosphere of trust and a strong sense of community vital to student achievement.*

Goals (District)

Based on the “WHY” & data points



Performance Objectives

Measurable and written to enable district & school decision-making teams to plan and organize their work in accordance with achieving the goals.



Strategies

Specific actions for achieving each performance objective.

Goals, Performance Objectives, and Strategy Development

- District Goals were Board adopted from the Strategic Plan in 2015-2016
- Revised District Goals were Board adopted in August 2018 from the following data points:
 - Cultural Tenets
 - Learner Profile
 - Climate Survey Priorities
 - Other Survey Priorities: *What We Measure (CBAS Performance Tracker), Learner Experience, and BrightBytes*
- Performance Objectives are revised each year based on data points and metrics from previous year's Superintendent & Campus Principal Metrics. They are adopted in October of each year.
- Strategies are revised each year based on the Performance Objective¹²⁶⁸ expectations and adopted in October of each year.

Goals, Performance Objectives, and Strategy Development

- The Climate Survey in May 2019 provided four themes for improvement that were embedded in the 2019-2020 DIP
 - Rigor & Relevance (1.2.3 and 1.4.2 - Academics)
 - Cultural Proficiency (3.1.2 - SEL and Safety/Security)
 - Social & Emotional Learning (3.1.1, 3.1.4, 3.1.7 - SEL and Safety/Security)
 - Customer Service (6.2.3 - Communications)
 - These were also addressed on each campus in their respective CIPs
- The Climate Survey in May 2020 was postponed to Fall of 2020 due to COVID19 disruption - these same four themes will carry over to the 2020-2021 DIP and CIPs
- Once Climate Survey from Fall 2020 is complete, we can adjust emerging themes since the DIP and CIPs are living, breathing documents

Performance Tracker

Community Based Accountability System out of District Goals & Performance Objectives



Superintendent Metrics

Written with additional specificity from Performance Tracker Metrics to enable district decision-making teams to plan and organize their work in accordance with achieving the Performance Tracker Metrics.



Campus Metrics

Written with additional specificity from Superintendent Metrics to enable school decision-making teams to plan and organize their work in accordance with achieving the Superintendent metrics.

Performance Tracker: Community Based Accountability System



PERFORMANCE TRACKER

Community Designed in 2018

Academic Excellence

GOAL:

Design innovative learning environments while increasing academic rigor through aligned teaching and learning.

MEASURES

BASELINE

2018-2019

2019-2020

2020-2021

HS Enrollments in Pre AP, AP/Dual credit courses
MS Enrollments in Pre AP and Algebra I

9,472
enrollments

10,775
enrollments

11,260
enrollments

College hours earned by High School Students
(Dual credit course completion or 3+ on AP exam)

AP: 1,290
hours earned
DC: 4,541
hours earned

AP: 1,671
hours earned
DC: 5,312
hours earned

AP: 1,740
hours earned
DC: 5,526
hours earned

Performance SAT and ACT

SAT 1080
ACT 22

SAT 1111
ACT 22

SAT 1121
(State Avg 1036)
ACT 22.1
(State Avg 20.6)

Early math progress indicators - Tier 1 Students
Kinder on track to meet grade level expectations

91%

96%

Early literacy progress indicators - Tier 1 Students
Kinder on track to meet grade level expectations

82%

88%

Early math progress indicators - Tier 1 Students
1st & 2nd grade on track to meet grade level expectations

92%

92%

Early literacy progress indicators - Tier 1 Students
1st-2nd on track to meet grade level expectations

84%

84%

CMR Accountability Score

90%

92%

Released
in Dec.

CTE Certifications

16

75

58
(reduced data due
to COVID)

Dollar amount of scholarships earned by
graduating Seniors

Over \$5M

\$8.65M

\$8.74M



PERFORMANCE TRACKER

Community Designed in 2018

Social Emotional/ Safety & Security

GOAL:

Provide a safe and secure learning environment that supports the social and emotional well-being of our school community.

MEASURES

BASELINE

2018-2019

2019-2020

2020-2021

Substantiated Reports of Bullying

37 reported/8
substantiated
22%
substantiation
rate

27 reported/9
substantiated
33%
substantiation
rate

24 reported/6
substantiated
25%
substantiation
rate

Number of students involved in extracurricular
activities (athletics, fine arts, FFA) 6th-12th grade
as of snapshot

5,116
students

5,377
students

5,500
students

Positive responses to safety and security survey
questions

Avg 60%
based on
3 questions

Avg 70%
based on
4 questions

No Climate
Survey due
to COVID

Community service hours completed by
graduating seniors

15,903
hours served

15,455
hours served

10,203.25
hours served
(COVID affected)

Human Resources

MEASURES

BASELINE

2018-2019

2019-2020

2020-2021

Overall employee satisfaction as measured by
district survey

87%
(9% no opinion)

89%
(7% no opinion)

No Climate
Survey Data
due to COVID

Overall market value of employee salaries as
measured by TASE

90%
market rate

98%
market rate

96%
market rate

Performance Tracker: Community Based Accountability System



PERFORMANCE TRACKER

Community Designed in 2018

Finance		GOAL: Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.			
MEASURES		BASELINE	2018-2019	2019-2020	2020-2021
Fund balance percentage in comparison to the overall operating budget		41.56%	36.7%	34.59%	
Financial Integrity Rating System of Texas : Distributed by Texas Agency Superior Rating		Superior Rating	Superior Rating	Superior Rating	
Bond Projects budget and completion dates		100%	100%	100%	
Communications/ Partnerships		GOAL: Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders.			
MEASURES		BASELINE	2018-2019	2019-2020	2020-2021
Volunteer hours		N/A	System Implementation	8906.28	
Community partnerships		34 partners	95 partners	122 partners	
Community engagement as measured by participation in district survey		7,940 engagements	8,428 engagements	No Climate Survey Data due to COVID	
Overall parent satisfaction as measured by district survey		85% 272	86%	No Climate Survey Data due to COVID	

Performance Tracker

Community Based Accountability System out of District Goals & Performance Objectives



Superintendent Metrics

Written with additional specificity from Performance Tracker Metrics to enable district decision-making teams to plan and organize their work in accordance with achieving the Performance Tracker Metrics.



Campus Metrics

Written with additional specificity from Superintendent Metrics to enable school decision-making teams to plan and organize their work in accordance with achieving the Superintendent metrics.

Superintendent Metrics: Additional specificity from Performance Tracker Metrics

Metrics are located as Strategies within each Goals and Performance Objective.

Category	Academic Excellence	Baseline	2018-2019	GOAL 19-20	2019-2020	2020-2021
GOAL 1	UPDATED GOAL: Goal 1 - Design innovative learning environments while increasing academic rigor through aligned teaching and learning.					
PO 5	- HS Enrollments in Pre AP, AP/Dual credit courses - MS Enrollments in Pre AP and Algebra I	9,472 enrollments	10,775 enrollments (13.75% increase)	2% increase	11,280 enrollments (4.5% increase)	
PO 5	College hours earned by High School Students (Dual credit course completion or 3+ on AP Exam) <i>*AP college hours earned calculated with 3 hours earned because each college grants varying levels of credit from 3 to 6 or 7 credit hours. DC college hours earned calculated with 3 hours earned.</i>	AP- at least 1,290 hrs DC-4,541 hrs	AP- at least 1,671 hrs (30% increase) DC- 5,312 hrs (17% increase)	2% increase	DC- 5,526 hrs (4% increase) AP - 1,740 hrs (4% increase)	
PO 5	- Performance SAT and ACT (logging indicator) - No. of students participating (taking the test) added 7/2019	SAT 1080 ACT 22	SAT 1111 (3% increase) ACT 22 (stayed same)	Remain above State/Nat Avg	SAT 1121 (Nat Avg 1068) ACT 22.1 (State Avg 20.6)	
PO 4	Early math progress indicators - Tier 1 Students Kinder on track to meet grade level expectations	No Baseline for 17/18 due to Assessment Change	91%	2% increase	96% 5% increase	
PO 4	Early literacy progress indicators - Tier 1 Students Kinder on track to meet grade level expectations	No Baseline for 17/18 due to Assessment Change	82%	2% increase	88% 7% increase	
PO 4	Early math progress indicators - Tier 1 Students 1st & 2nd grade on track to meet grade level expectations	No Baseline for 17/18 due to Assessment Change	92%	2% increase	92% 0% increase	
PO 4	Early literacy progress indicators - Tier 1 Students 1st-2nd on track to meet grade level expectations	No Baseline for 17/18 due to Assessment Change	84%	2% increase	84% 0% increase	
PO 5	CCMR Accountability Score	90%	92% (2% increase)	2% increase	Released in Dec.	
PO 5	CTE Certifications	16	75 (369% increase)	5% increase	51 (Increased Goal due to COVID)	
PO 5	Dollar amount of scholarships earned by graduating Seniors	Over \$5M	\$8.65M (73% increase)	2% increase	\$8.74M (1.2% increase)	
Category	Social Emotional / Safety & Security	Baseline	2018-2019	Goal	2019-2020	2020-2021
GOAL 3	UPDATED GOAL: Provide a safe and secure learning environment that supports the social and emotional well-being of our school community.					
PO 1	Substantiated Reports of Bullying	37 reported/ 8 substantiated 22% substantiation rate	27 reported (27% decrease)/ 9 substantiated (27% decrease) 33% substantiation rate	Decrease Substantiation Rate by 5%	24 reported/6 substantiated (11% decrease) 23% substantiation rate 8% decrease	
PO 3	Number of students involved in extracurricular activities (athletics, fine arts, FFA) 6th-12th grade as of snapshot	5,116	5,377 (5% increase)	Increase by 2%	5,500 2.3% Increase	
PO 2	Positive responses to safety and security survey questions	Avg 60% based on 3 questions	Avg 70% based on 4 questions (17% increase)	Increase by 5%	No Data due to COVID	
PO 3	Community service hours completed by graduating seniors	15,903	15,455	100% of Seniors complete	10,203.25 hours (missed 11 weeks & Board waived 10 hour requirement) 6000 shortfall	

Category	Human Resources	Baseline	2018-2019	Goal	2019-20	2020-2021
GOAL 2	UPDATED GOAL: Develop a comprehensive staffing plan to foster innovation, effective communication and a high performing culture throughout the district.					
PO 2	Overall employee satisfaction as measured by district survey	87% (9% no opinion)	89% (7% no opinion) (3% increase)	Increase by 2%	No Data due to COVID	
PO 1	Overall market value of employee salaries as measured by IASB	90%	98% (9% increase)	Remain above 90%	96%	
Category	Finance	Baseline	2018-2019	Goal	2019-20	2020-2021
GOAL 4	UPDATED GOAL: Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.					
PO 2	Fund balance percentage in comparison to the overall operating budget	41.56%	36.7%	Remain above 30%	34.59%	
PO 2	Financial Integrity Rating System of Texas - Distributed by Texas Agency Superior Rating	Superior	Superior	Maintain Superior Rating	Sept.	
PO 1	Bond Projects budget and completion dates	100%	100% under budget	Maintain 100% under budget	100% under budget	
Category	Communications / Partnerships	Baseline	2018-2019	Goal	2019-20	2020-2021
GOAL 6	UPDATED GOAL: Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders.					
PO 3	Volunteer hours	N/A	System Implementation		8,806.28 baseline	
PO 3	Community partnerships	34	95 (179% inc.)	Increase 5%	122 (28% increase)	
PO 2	Community engagement as measured by participation in district survey	7,940	8,428 (6% inc)	Increase 3%	No Data due to COVID	
PO 2	Overall parent satisfaction as measured by district survey	85% (7% no opinion)	86% (8% no opinion) (1% increase)	Increase 3%	No Data due to COVID	

District Educational Improvement Committee (DEIC) Process

Judy Walling, Deputy Superintendent

Roles & Membership

BQA Legal - Roles and Responsibilities

- DEIC is responsible for District Plan, Dropout Prevention Review, and Staff Development
 - parent partnerships
 - students challenged to fullest potential
 - well-balanced and appropriate curriculum
 - character and citizenship
 - highly qualified personnel (recruitment and retention)
 - student and school safety
 - technology integration
 - career and technology education

BQA Legal & Local - Membership

- 2 Parents (cannot be MISD employees)
- 2 Business Representative (inside or outside of MISD)
- 2 Community Members (must reside in MISD)
- Professional Staff
 - 1 District-level Professional
 - 1 Campus-level Non-Teaching Professional
 - Teachers ($\frac{2}{3}$ of committee membership must be comprised of classroom teachers)
- 2 year terms, no limit to consecutive terms

2020-2021 DEIC Campus Professional Teaching Staff Membership		
Midlothian HS	Joel Brown	Randall Griffith
Heritage HS	Hollie Robinson	Rachel Kidder
The MILE/DAEP/LEAP	Ashley Sweatt	Valerie Beckwith
FSMS	Lindsay Robertson	Jordan Doss
WGMS	Megan Gordon	Lisa Houchin
DMS	Sheri Brazeale	Jana Sandidge
Baxter	Sarah Claunch	Katy Hoff
Irvin	Rebecca Windham	Toia Stevenson
Longbranch	Tiffany Morales	Robin Webster
McClatchey	Chaynie Borum	Tiffany Roberson
Miller	Lee Mooney	Judy King
Mt. Peak	Amy Hill	Amber Sparks
Vitovsky	Lynsey Peck	Maria Vasquez

2020-2021 DEIC Campus Professional Non-Teaching Staff Membership	
Midlothian HS	Julie Post
Heritage HS	Katie Jackson
The MILE/DAEP/LEAP	Christy Shelton
FSMS	Kris Vernon
WGMS	Mendy Autry
DMS	Chris Foster
Baxter	Ryan Timm
Irvin	Katelyn Self
Longbranch	Terrie Money
McClatchey	Lesli Deer
Miller	Shannon West
Mt. Peak	²⁷⁸ Adam Henke
Vitovsky	Hollye Walker

2020-2021 District Educational Improvement Council Membership

MISD District Professional Staff Membership

Melissa Wolfe - Specialized Learning and Special Education

Shannon Thompson - Specialized Learning

Non-MISD Staff Membership

<u>Parents</u>	<u>Community</u>	<u>Business</u>
Jennifer Tarulli	*Tracey Williams	Jason Jacobus
Joelle Jenkins	*Judy McGraw	Heather Weaver
Melissa Smith		
Carson Parrish		
Martina English	279	

***UPDATE: Added member names since the recorded video**

Goal 1: Design innovative learning environments while increasing academic rigor through aligned teaching and learning.

Performance Objective 1: Design, develop and support aligned K-12 curriculum, providing challenging academic content standards and aligned academic achievement standards shown through M*Powered TTESS data with an increase by 2 percentage points in Accomplished or Higher in each area-planning and instruction and 70% of students will show growth on post-progress indicators.

Performance Objective 2: Provide students opportunities to reach their unlimited potential through collaboration, creativity, critical thinking and communication within the K-12 aligned curriculum with an increase in the Brightbyte data in the Teacher and Student area of the 4 C's by 5 scaled points at the end of 2020-2021 school year.

Performance Objective 3: Systematically support professional development in the implementation of a K-12 aligned curriculum as measured by participant feedback of district professional development with an increase of 2% of teachers believing the professional development increased the effectiveness of their teaching and learning.

Performance Objective 4: Support excellence through purpose by providing intentional application of high yield learning strategies for the growth of all students with an average increase of 3 percentage points in the percentage of students successful in Tier 1 instruction only in K-2, along with meeting or exceeding all House Bill 3 PK-3 Goals/Progress Monitoring for 2020-2021 school year. Third - tenth grade students will show growth by increasing STAAR Master Level in each content area by an average of 3 percentage points and 70% on post-progress indicators.

Performance Objective 5: Increase the participation and achievement of students in Advanced Academics with an increase of 2 percentage points in the enrollment of students in AP, Dual Credit, and 8th Grade Algebra I, as well as increase in CCMR by 2 percentage points. In addition, increase by 2% college hours earned as well as meeting the House Bill 3 CCMR Goals and Progress Monitoring for the 2020-2021 school year.

Superintendent Metrics: Additional specificity from Performance Tracker Metrics

Goal 1 - Design innovative learning environments while increasing academic rigor through aligned teaching and learning.

Metrics are located as Strategies within each Goal and Performance Objective.

Category	Academic Excellence	Baseline	2018-2019	GOAL 19-20	2019-2020	2020-2021
GOAL 1	UPDATED GOAL: Goal 1 - Design innovative learning environments while increasing academic rigor through aligned teaching and learning.					
PO 5	- HS Enrollments in Pre AP, AP/Dual credit courses - MS Enrollments in Pre AP and Algebra I	9,472 enrollments	10,775 enrollments (13.75% increase)	2% increase	11,260 enrollments (4.5% increase)	
PO 5	College hours earned by High School Students (Dual credit course completion or 3+ on AP exam) <i>*AP college hours earned calculated with 3 hours earned because each college grants varying levels of credit from 3 to 6 or 7 credit hours. DC college hours earned calculated with 3 hours earned.</i>	AP - at least 1,290 hrs DC - 4,541 hrs	AP - at least 1,671 hrs (30% increase) DC - 5,312 hrs (17% increase)	2% increase	DC - 5,526 hrs (4% increase) AP - 1,740 hrs (4% increase)	
PO 5	- Performance SAT and ACT (lagging indicator) - No. of students participating (taking the test) added 7/2019	SAT 1080 ACT 22	SAT 1111 (3% increase) ACT 22 (stayed same)	Remain above State/Nat Avg	SAT 1121 (Nat Avg 1068) ACT 22.1 (State Avg 20.6)	
PO 4	Early math progress indicators - Tier 1 Students Kinder on track to meet grade level expectations	No Baseline for 17/18 due to Assessment Change	91%	2% increase	96% 5% increase	
PO 4	Early literacy progress indicators - Tier 1 Students Kinder on track to meet grade level expectations	No Baseline for 17/18 due to Assessment Change	82%	2% increase	88% 7% increase	
PO 4	Early math progress indicators - Tier 1 Students 1st & 2nd grade on track to meet grade level expectations	No Baseline for 17/18 due to Assessment Change	92%	2% increase	92% 0% increase	
PO 4	Early literacy progress indicators - Tier 1 Students 1st-2nd on track to meet grade level expectations	No Baseline for 17/18 due to Assessment Change	84%	2% increase	84% 0% increase	
PO 5	CCMR Accountability Score	90%	92% (2% increase)	2% increase	Released in Dec.	
PO 5	CTE Certifications	16	75 (369% increase)	5% increase	51 (reduced data due to COVID)	
PO 5	Dollar amount of scholarships earned by graduating Seniors	Over \$5M	\$8.65M (73% increase)	2% increase	\$8.74M 1.2% increase	

Goal 2: Develop a comprehensive staffing plan to foster innovation, effective communication and a high performing culture throughout the district.

Performance Objective 1: Develop and execute a high level recruitment plan with a 95% or above overall market value of employee salaries as measured by TASB.

Performance Objective 2: Identify and provide support systems needed to increase staff attendance and retain quality staff as measured by the district survey with a 2% increase in employee satisfaction.

Performance Objective 3: Design and facilitate opportunities to build leadership capacity in staff as seen through survey feedback with a 2% increase in satisfaction of all participants in leadership opportunities.

Climate Survey

Cultural Tenets

Strategic Plan

Superintendent Metrics: Additional specificity from Performance Tracker Metrics

Goal 2 - Develop a comprehensive staffing plan to foster innovation, effective communication and a high performing culture throughout the district.

Category	Human Resources	Baseline	2018-2019	Goal	2019-20	2020-2021
GOAL 2	UPDATED GOAL: Develop a comprehensive staffing plan to foster innovation, effective communication and a high performing culture throughout the district.					
PO 2	Overall employee satisfaction as measured by district survey	87% (9% no opinion)	89% (7% no opinion) (3% increase)	Increase by 2%	No Data due to COVID	
PO 1	Overall market value of employee salaries as measured by TASB	90%	98% (9% increase)	Remain above 90%	96%	

→ Metrics are located as Strategies within each Goal and Performance Objective.

Goal 3: Provide a safe and secure learning environment that supports the social and emotional well-being of our school community.

Performance Objective 1: Enhance success for all students by supporting their social and emotional development in a variety of coordinated efforts to honor relationships and celebrate the power of diversity which is measured by a 5% decrease in substantiated bullying investigations, as well 100% participation in cultural proficiency trainings.

Performance Objective 2: Develop and execute a safety and security plan at the district and campus levels as measured by an increase of 5% in positive responses to safety and security survey questions.

Performance Objective 3: Create opportunities to promote the academic and social benefits of regularly attending school with a 2% increase in the number of students involved in extracurricular activities, 96% or higher attendance rate, and having 100% of graduating seniors completing a minimum of 10 community service hours.

Climate Survey

Cultural Tenets

Superintendent Metrics: Additional specificity from Performance Tracker Metrics

Goal 3 - Provide a safe and secure learning environment that supports the social and emotional well-being of our school community.

Metrics are located as Strategies within each Goals and Performance Objective.

Category	Social Emotional / Safety & Security	Baseline	2018-2019	Goal	2019-2020	2020-2021
GOAL 3	UPDATED GOAL: Provide a safe and secure learning environment that supports the social and emotional well-being of our school community.					
PO 1	Reports of Bullying	37 reported/ 8 substantiated 22% substantiation rate	27 reported (27% decrease)/ 9 substantiated (27% decrease) 33% substantiation rate	Decrease Substantiation Rate by 5%	24 reported/6 substantiated (11% decrease) 25% substantiation rate 8% decrease	
PO 3	Number of students involved in extracurricular activities (athletics, fine arts, FFA) 6th-12th grade as of snapshot	5,116	5,377 (5% increase)	Increase by 2%	5,500 2.3% Increase	
PO 2	Positive responses to safety and security survey questions	Avg 60% based on 3 questions	Avg 70% based on 4 questions (17% increase)	Increase by 5%	No Data due to COVID	
PO 3	285 Community service hours completed by graduating seniors	15,903	15,455	100% of Seniors complete	10,203.25 hours (missed 11 weeks & Board waived 10 hour requirement) COVID affected	

Goal 4: Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.

Performance Objective 1: Develop a comprehensive facilities plan to guide financial decisions related to future site acquisitions, new construction, and renovation of existing facilities with 100% within or under budget.

Performance Objective 2: Develop a budgeting process to guide financial decisions related to instructional design and engagement resulting in a 1% reduction in cross-function transfers and a fund balance percentage above 30%.

Strategic Plan

Superintendent Metrics: Additional specificity from Performance Tracker Metrics

Goal 4 - Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.

Metrics are located as Strategies within each Goals and Performance Objective.

		Baseline	2018-2019	Goal	2019-20	2020-2021
Category	Finance					
GOAL 4	UPDATED GOAL: Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.					
PO 2	Fund balance percentage in comparison to the overall operating budget	41.56%	36.7%	Remain above 30%	34.59%	
PO 2	Financial Integrity Rating System of Texas ; Distributed by Texas Agency Superior Rating	Superior	Superior	Maintain Superior Rating	Superior	
PO 1	Bond Projects budget and completion dates	100%	100% under budget	Maintain 100% under	100% under budget	

Goal 5: Provide support and resources to cultivate customization and personalization through blended learning opportunities.

Performance Objective 1: Deliver a structured professional development plan to support curriculum and technology integration with an increase of 2% of teachers believe the professional development increased the effectiveness of their teaching and learning.

Performance Objective 2: Provide systems to maximize digital resources for MISD students and staff with a goal to resolve 75% of issues within 24 hours.

Performance Objective 3: Develop and implement a plan for the lifecycle of technology resources (e.g. network and physical security infrastructure, end user devices, and software) to anticipate future needs, inform the district budget and future bond referendums to support district goals and standards.

Learner Experience & MPowered

Strategic Plan

****UPDATE: Performance Objectives 2 & 3 have been revised since the original recording of this presentation**

Superintendent Metrics: Additional specificity from Performance Tracker Metrics

Goal 5 - Provide support and resources to cultivate customization and personalization through blended learning opportunities.

While this specific goal is not addressed on the Performance Tracker or Superintendent Metrics, it is measured through District Professional Development Feedback collection and included in the Campus Metrics.

Goal 6: Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders.

Performance Objective 1: Increase staff communication and engagement by 5% as measured on district feedback.

Performance Objective 2: Increase parent communication and engagement with a 3% increase in district survey participation.

Performance Objective 3: Develop partnership and volunteer efforts with a 2% increase in community partnerships. (Due to COVID 19 and limitation on school visitors, volunteer hours will not be included in the performance objective for 2020-2021.)

Performance Objective 4: Build leadership capacity with parents and community with a 2% increase in committee involvement through community awareness.

Climate Survey & Strategic Plan

Superintendent Metrics: Additional specificity from Performance Tracker Metrics

Goal 6 - Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders.

Metrics are located as Strategies within each Goals and Performance Objective.

Category	Communications / Partnerships	Baseline	2018-2019	Goal	2019-20	2020-2021
GOAL 6	UPDATED GOAL: Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders.					
PO 3	Volunteer hours	N/A	System Implementation		8,906.28 baseline	
PO 3	Community partnerships	34	95 (179% inc.)	Increase 5%	122 (28% increase)	
PO 2	Community engagement as measured by participation in district survey	7,940	8,428 (6% inc)	Increase 3%	No Data due to COVID	
PO 2	Overall parent satisfaction as measured by district survey	85% (7% no opinion)	86% (8% no opinion) (1% increase)	Increase 3%	No Data due to COVID	

Campus Educational Improvement Committee (CEIC) Process

Roles & Membership

BQB Legal - Roles & Responsibilities

- CEIC is responsible for Campus Plan, Dropout Prevention Review, and Staff Development
 - parent partnerships
 - students challenged to fullest potential
 - well-balanced and appropriate curriculum
 - character and citizenship
 - highly qualified personnel (recruitment and retention)
 - student and school safety
 - technology integration
 - career and technology education

BQB Legal & Local - Membership

- 2 Parents (cannot be MISD employees)
- 2 Business Representative (inside or outside of MISD)
- 2 Community Members (must reside in MISD)
- Professional Staff
 - 1 Pre-Assigned District-level Professional
 - 1 Campus-level Non-Teaching Professional
 - Teachers ($\frac{2}{3}$ of professional staff committee membership must be comprised of classroom teachers)
- 2 year terms, no limit to consecutive terms

2020-2021 Campus Educational Improvement Council Membership

- Elementary Schools

Campus	Classroom Teacher Reps	Classroom Teacher Reps	Classroom Teacher Reps	Classroom Teacher Reps	Non-Classroom PROFESSIONAL Staff	Parent Reps	Business Reps	Community Reps	*District Rep
T. E. Baxter Elem.	Susan Schabron	Kayla Bentle	Adrienne Mitchell		Ryan Timm - Principal	Timothy Fitten	Jonathan Douglass	Chip Lee	Karen Fitzgerald & Becki Krsnak
	Stephanie Ray	Lindsay Bass			Robin Kelm	Whitney Urquhart	Candi Wann	Rhonda Byler	
	Latisha Ware	Scout Heizer							
	Danielle Moore								
J.R. Irvin Elem.	Christine Dobbins	Janice Hansen	Robin Vitullo	Jen Ketter	Josh Roberts - Principal	Tanya Rizo	Patrick Johnson	Philip Daskocil	KayLynn Day & Lisa Knight
	Tatie Siemsgluz	Toia Stevenson	Sherise Webster	Alyssa Thomas	Katelyh Self	Shayne Howe	Erika Contreras	Greg Houchin	
					Elizabeth Adkins				
Longbranch Elem.	Holly Guest	Kasey Heaad	Andi Scott - Special Pops		Karena Blackwell - Principal	Lakeisha Jackson	Justin & Lauren Bright	Carla Wilson	Shorr Heathcote
	Andrea Burks	Seth McKinney	Donna Garcia		Cari Nix	Whitney Williams	Jessica Diaz	Ruth O'Neal	
		Kelly Prindle	Dawn Berumen		Jeanette Arnold	Jessica Wiseman			
LaRue Miller Elem.	Scott Fiorenza	Kathryn Sandlin			Shannon West - Principal	Shelley Sims	Joelle Carrocci	Laura Satterfield	Jim Norris
	Jennifer Meinzer	Hank Pendley			Kara Wendel	Jessica Arriaga	Eric Richter	Stacey Rosales	
	Jessica Wade	Beverly Simmons							
		Sherrie Gunter							

2020-2021 Campus Educational Improvement Council Membership

- Elementary Schools

Campus	Classroom Teacher Reps	Classroom Teacher Reps	Classroom Teacher Reps	Classroom Teacher Reps	Non-Classroom PROFESSIONAL Staff	Parent Reps	Business Reps	Community Reps	*District Rep
Mt. Peak Elem	Amber Sparks (2020)	Lea-Ann Dorste	Mimi Fleischman	Tracy Xavier	Dr. Georgie Swize - Principal	Emily Heitman	Francie Walker	Nella Faye Isom	Dr. Al Hemmle & Becky Wiginton
	Amy Hill	Lori Jackson	Shaylin Jackson	Joy Cheshire	Adam Henke	Sabrina Michaels	Danny Gildea	Martina English	
	Karen Steele				Wendy Waldroup				
J.A. Vitovsky Elem.	Lynsey Peck	Amanda Mehringer	Jennifer Williams	Rachel Turner	Hollye Walker - Principal	Arianne Vaughn	Lindsey Smith	TBD	Becki Krsnak
	Yvette Garakani	Shelbie Tucker	Sarah Williamson	Judy Stice	Haywood Thomas	Christina Benedict	Ryan Andersen	Nikie Mulkey	
					Lori Huff				
McClatchey Elem.	Angeli Johnson	Shannon Henderson	Chaynie Borum	Jillian Alexander	Stacy Germany - Principal	Amy Cornett	Maci Pittman	Dolores McClatchey	Judy Walling
			Ashley MacDonald	Mischa Wadsworth	La-shea Slaydon	Ana Luz Hernandez	TBD	TBD	
					Nikki Moon	Carissa Martinet			
					295				

2020-2021 Campus Educational Improvement Council Membership

- Middle Schools

Campus	Classroom Teacher Reps	Classroom Teacher Reps	Classroom Teacher Reps	Classroom Teacher Reps	Non-Classroom PROFESSIONAL Staff	Parent Reps	Business Reps	Community Reps	*District Rep
Dieterich Middle School	Andrea Tennett	Patrick O'Leary	Stephanie Speltz		Amanda Rodgers - Principal	Glorianne Mason	Cindy Dolezal	Crystal Meyers	Tanesha Yusef
	Gabi Guest		Kelli Hoke		Mendi Melton	Demetria Jones	TBD	Janna Horn	
	Melodie Kunn				Blane Rogers	Joandranett Hubbard			
Frank Seale Middle	Courtney Johnson	Todd Eskins	Jennifer McFadin	Bobby Evers	Kris Vernon - Principal	Diana Gassaway	Brad Golden	Jason Golden	Dr. Courtney Carpenter
	Joe Valentine	Sandra Mendoza	Donna Verheyden	Chiao-Hui Franks	Lindsey Hodge	Allison Sunderland	Dr. Moore	Jason May	
		Janna Crosslin			Becky Shuffield				
					Jessica Trezza				
Walnut Grove Middle	Eric Craddock	Brian Moss	Jen Martin		Carly Woolery - Principal	Nathan Potter	Mike Gonzales	Jerrie Dickey	Melissa Wolfe
	Brian Moss	Jacob Gordon	Megan Gordon		Mendy Autry	Terrence Chase	Richard Reno	Donna Hughes	
	Shannon Cain	Riki Underwood			Keri Castillo		Francisco Pinto		
					296 Natalie Dennington				
					David Fontenot				

2020-2021 Campus Educational Improvement Council Membership - High Schools

Campus	Classroom Teacher Reps	Classroom Teacher Reps	Classroom Teacher Reps	Classroom Teacher Reps	Non-Classroom PROFESSIONAL Staff	Parent Reps	Business Reps	Community Reps	*District Rep	
Heritage High	Mariane Taylor	Amy Brown			Krista Tipton - Principal	Christine Mosley	Jamie Reid	Matt McKay	Nikki Nix	
	Hollie Robinson	Danielle Baze			Stacie Bailey	Geri Larson	Marti Carrasco	Jeff Garner		
	David Owens	Cristina Gomez-Jimenez								
	Caitlyn Vecsey	Laurie Ellison								
Midlothian High	Sherry Almand	Amy Wright			Carolyn Spain	Dantia Tate	Brad Golden	Heath Hall	Dr. Aaron Williams	
	Bethany Dowd	Lori Worley			Ashley Bergeron	Linda Rink	Chris Tate	Jennifer Hall		
	Austin Guest	Kristen Fondren			Stephanie Martinez					
	Larry Doran	Jennifer Ferranti	**SEE RED UPDATES TO MHS CEIC from original video							
The MILE	Nathan Pettijohn	Demi Pratt	Arin Harrison	Carvin Thompson	Shelle Blaylock - Administrator	TBD - MILE	Jason Jacobus	Jan Davis	Leslie Garakani	
	Valerie Beckwith	Marcus Huff	Ashley Sweatt	Amy Collins	Eric Hoff	TBD - LEAP	TBD	TBD		
					Christy Shelton					

Performance Tracker
Community Based Accountability System



Superintendent Metrics

Written with additional specificity from Performance Tracker Metrics to enable district decision-making teams to plan and organize their work in accordance with achieving the Performance Tracker Metrics.



Campus Metrics

Written with additional specificity from Superintendent Metrics to enable school decision-making teams to plan and organize their work in accordance with achieving the Superintendent metrics.

Campus Metrics: Additional specificity from Superintendent Metrics

Category	Academic Excellence (Student & Teacher Focused)				
GOAL 1	Design <i>innovative learning environments</i> while increasing <i>academic rigor</i> through <i>aligned teaching and learning</i> .				
Performance Objective	Measure:	2018-2019	2019-2020	2020-2021	Target
PO 5	• Enrollments in Pre Ap, AP/Dual credit courses				
PO 5	• Percentage of enrolled students taking AP exams				
PO 5	• Percentage of AP Testers scoring 3, 4, and 5's on AP exams				
PO 5	• Percentage of students meeting TSI requirements				
PO 5	• College hours earned (Dual credit course completion or 3+ on AP exam)				
PO 5	• Performance on SAT and ACT				
PO 5	• Number of National Merit Recognitions				
PO 5	• Number of students graduating with an Associates Degree				
PO 5	• Four-year graduation rate percentage				
PO 5	• Value of scholarships earned by graduating Seniors				
PO 5	• Number of CTE Certifications (PER and Local)				
PO 5	• Percentage of active student participation in Naviance				
PO 5	• Percentage of parents actively participating in individual student four year plan and post secondary options				
PO 5	• Percentage of students enrolled in Algebra I in 8th grade				
PO 5	• Percentage of enrolled students successfully completing Algebra I in 8th grade and scoring at the Masters level on EOC				
PO 5	• Percentage of 6th graders participating in Duke Talent Identification Program by taking the PSAT • Percentage of 7th graders participating in Duke Talent Identification Program by taking the ACT or SAT				
PO 4	• Early literacy progress indicators - Tier 1 Students K-2 on track to meet grade level expectations				
PO 4	• Math progress indicators - Tier 1 Students K-2 on track to meet grade level expectations				
PO 5	• Percentage of students 4th - 5th grade participating in Duke Talent Identification Program				
PO 1 & 4	• Percentage of students achieving masters level on STAAR EOC for each assessment				
PO 1	• Percentage of teachers scoring proficient or higher on MPOWERED Dimensions of T-TESS Rubric for each domain (Only teachers on Full Observation Cycle)				
	◦ Planning		Use the summative		
	◦ Instruction		Use the summative		
	◦ Learning Environment		Use the summative		
	◦ PPR - N/A for 2018-19		Use the summative		

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Campus Metrics Revised Fall 2019					
PO 2	• <i>Campus CASE Score in CLASSROOM domain as proficient or higher as measured by Brightbytes:</i> ◦ Beginning is 800 - 899 ◦ Emerging is 900 - 999 ◦ Proficient is 1000 - 1099 ◦ Advanced is 1100 - 1199 ◦ Exemplary is 1200 - 1300				
Category	Social Emotional / Safety & Security				
GOAL 3	Provide a <i>safe and secure learning environment</i> that supports the <i>social and emotional well-being</i> of our school community.				
Performance Objective	Measure:	2018-2019	2019-2020	2020-2021	Target
PO 5	• Percentage of parents actively participating in four year plan process at middle school in 8th grade.				
PO 3	• Lone Star Cup Ranking				
PO 1	• Community service hours completed by graduating seniors				
PO 1	• Percentage of time allocation for direct school counseling services				
PO 1	• Substantiated reports of Bullying				
PO 3	• Number of students involved in extracurricular activities (athletics, fine arts, elementary clubs) grade as of snapshot				
PO 2	• Positive responses to safety and security survey questions ES, MS, HS				
PO 3	• Attendance rates				
Category	Human Resources				
GOAL 2	Develop a <i>comprehensive staffing plan</i> to foster <i>innovation, effective communication</i> and a <i>high performing culture</i> throughout the district.				
Performance Objective	Measure:	2018-2019	2019-2020	2020-2021	Target
PO 2	• Overall employee satisfaction as measured by district survey				
PO 2	• Staff attendance (for personal leave)				
PO 2	• Staff retention rate				
Category	Finance				
GOAL 4	Facilitate <i>budget process and building designs</i> through allocated district resources that foster <i>flexible and innovative learning spaces</i> .				
Performance Objective	Measure:	2018-2019	2019-2020	2020-2021	Target
PO 2	• Number of Cross-function transfers				
Category	Communications / Partnerships				
GOAL 6	Build a strong foundation of the MISD <i>culture</i> through <i>communication and engagement</i> to empower all stakeholders.				
Performance Objective	Measure:	2018-2019	2019-2020	2020-2021	Target
PO 3	• Volunteer hours				
PO 2	• Overall parent satisfaction as measured by district survey				
PO 3	• Community partnerships				
PO 2	• Positive feedback on consistent communication as measured by district survey				

Campus Metrics: Additional specificity from Superintendent Metrics

Goal 1 - Design innovative learning environments while increasing academic rigor through aligned teaching and learning.

Metrics are located as Strategies within each Goals and Performance Objective.

18-19 19-20 20-21 21-22					
Category	Academic Excellence (Student & Teacher Focused)				
GOAL 1	Design <i>innovative learning environments</i> while increasing <i>academic rigor</i> through <i>aligned teaching and learning</i> .				
Performance Objective	Measure:	2018-2019	2019-2020	2020-2021	Target
PO 5	• Enrollments in Pre-AP, AP/Dual credit courses				
PO 5	• Percentage of enrolled students taking AP exams				
PO 5	• Percentage of AP Testers scoring 3,4, and 5's on AP exams				
PO 5	• Percentage of students meeting TSI requirements				
PO 5	• College hours earned (Dual credit course completion or 3+ on AP exam)				
PO 5	• Performance on SAT and ACT				
PO 5	• Number of National Merit Recognitions				
PO 5	• Number of students graduating with an Associates Degree				
PO 5	• Four-year graduation rate percentage				
PO 5	• Value of scholarships earned by graduating Seniors				
PO 5	• Number of CTE Certifications (PER and Local)				
PO 5	• Percentage of active student participation in Naviance				
PO 5	• Percentage of parents actively participating in individual student four year plan and post secondary options				
PO 5	• Percentage of students enrolled in Algebra 1 in 8th grade				
PO 5	• Percentage of enrolled students successfully completing Algebra 1 in 8th grade and scoring at the Masters level on EOC				
PO 5	• Percentage of 6th graders participating in Duke Talent Identification Program by taking the PSAT • Percentage of 7th graders participating in Duke Talent Identification Program by taking the ACT or SAT				
PO 4	• Early literacy progress indicators - Tier 1 Students K-2 on track to meet grade level expectations				
PO 4	• Math progress indicators - Tier 1 Students K-2 on track to meet grade level expectations				
PO 5	• Percentage of students 4th - 5th grade participating in Duke Talent Identification Program				
PO 1 & 4	• Percentage of students achieving masters level on STAAR/EOC for each assessment				
PO 1	• Percentage of teachers scoring at or higher on MPQWERED Dimensions (CT-TESS Rubric for each domain (Only teachers on Full Observation Cycle))				
	◦ Planning		Use the summative		
	◦ Instruction		Use the summative		
	◦ Learning Environment		Use the summative		
	◦ PPR - N/A for 2018-19		Use the summative		

Campus Metrics: Additional specificity from Superintendent Metrics

Goal 2 - Develop a comprehensive staffing plan to foster innovation, effective communication and a high performing culture throughout the district.

→ Metrics are located as Strategies within each Goals and Performance Objective.

		18-19	19-20	20-21	21-22
PO 2	• Overall employee satisfaction as measured by district survey				
PO 2	• Staff attendance (for personal leave)				
PO 2	• Staff retention rate				

Campus Metrics: Additional specificity from Superintendent Metrics

Goal 3 - Provide a safe and secure learning environment that supports the social and emotional well-being of our school community.

		18-19	19-20	20-21	21-22	
Metrics are located as Strategies within each Goals and Performance Objective.	PO 5	● <i>Percentage of parents actively participating in four year plan process at middle school in 8th grade.</i>				
	PO 3	● <i>Lone Star Cup Ranking</i>				
	PO 1	● <i>Community service hours completed by graduating seniors</i>				
	PO 1	● <i>Percentage of time allocation for direct school counseling services</i>				
	PO 1	● <i>Substantiated reports of Bullying</i>				
	PO 3	● <i>Number of students involved in extracurricular activities (athletics, fine arts, elementary clubs) grade as of snapshot</i>				
	PO 2	● <i>Positive responses to safety and security survey questions ES, MS, HS</i>				
	PO 3	● <i>Attendance rates</i>				

Campus Metrics: Additional specificity from Superintendent Metrics

Goal 4 - Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.

Metrics are located as Strategies within each Goals and Performance Objective.

		18-19	19-20	20-21	21-22
PO 2	• Number of Cross-function transfers				

Campus Metrics: Additional specificity from Superintendent Metrics

Goal 5 - Provide support and resources to cultivate *customization and personalization* through *blended learning* opportunities.

Metrics are located as Strategies within each Goals and Performance Objective.

		18-19	19-20	20-21	21-22
PO 2	• Campus CASE Score in CLASSROOM domain as proficient or higher as measured by Brightbytes: ◦ Beginning is 800 - 899 ◦ Emerging is 900 - 999 ◦ Proficient is 1000 - 1099 ◦ Advanced is 1100 - 1199 ◦ Exemplary is 1200 - 1300				

Campus Metrics: Additional specificity from Superintendent Metrics

Goal 6 - Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders..

		18-19	19-20	20-21	21-22
Metrics are located as Strategies within each Goals and Performance Objective.	PO 3	• Volunteer hours			
	PO 2	• Overall parent satisfaction as measured by district survey			
	PO 3	• Community partnerships			
	PO 2	• Positive feedback on consistent communication as measured by district survey			

Next Steps

- Campuses are meeting with their CEIC (BQB Legal & Local)
- District is meeting with the DEIC (BQA Legal & Local)
- Strategies for each Goal and Performance Objective are being developed
- Finalized DIP and CIPs will be presented for Board Action on October 19, 2020
- Formative Checks occur in November, February, and June
- Department of Learning will present Formative Check Progress of Goal 1: Academics in December, March, and July. **Board Priority Standard 4, Benchmark A**
- All other Departments will provide Formative Check Progress during their departmental Board update at the assigned time per the Board Calendar. **Board Priority Standard 1, Benchmark B**



Plans from Plan4Learning - DIP and CIPs

The draft plans with Goals, POs, and Strategies from Plan4Learning will be shared with the October Board Agenda for review.

Midlothian ISD

Midlothian HS

Heritage HS

WGMS

FSMS

DMS

Baxter Elem

Irvin Elem

Longbranch Elem

McClatchey Elem

Miller Elem

Mt. Peak Elem

Vitovsky Elem

Next Step: Bringing for Action on October 19, 2020



Questions or Comments

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consider Memorandum of Understanding (MOU) Between Midlothian ISD and Midlothian Education Foundation and Annual MEF Update	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Electronic: Yes ☒ No ☐
Background Information:	MEF is a 501(c)(3), nonprofit, tax-exempt, philanthropic organization of citizens that share a vision of enhancing education in Midlothian ISD. It works to increase private support for educational activities at MISD, which benefit students and personnel by supporting activities not funded by tax dollars. MEF fosters creative approaches to education through private grants and involvement, and awards Foundation funds through a volunteer Board of Directors made up of business, community and educational leaders. In July of 2015, the Board approved the Memorandum of Understanding between Midlothian ISD and the Midlothian Education Foundation for the 2015-2016 school year. Currently, this MOU is reviewed and approved on an annual basis. The 2020/2021 MOU was approved at the August regular meeting. This agenda item is offered as an opportunity to highlight the incredible accomplishments of MEF during the meeting.	
Fiscal Impact/Budget Function Code:	N/A	
Policy:	NA	
District Goal:	Create an environment of transparent information exchange between the school district and key stakeholders that builds long-term impactful relationships.	
Administration Recommended Option:	N/A	
Motion:	N/A	
Presenter:	Karen Permetti / Jamie McNulty / Ann Hammonds, MEF President	

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020																															
Item:	Consider Results from Inter-district Survey of First Responders, Aramark, SROs and Part-Time Staff																															
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒																														
Background Information:	At the direction of the school board, a survey was conducted to determine, if given the opportunity, would individuals enroll their child/children in MISD for grades k-12. The groups surveyed include: • City of Midlothian First Responders (Fire and Police) • Aramark employees • Part-Time MISD employees A total of 27 individuals responded with interest in enrolling their children in MISD. The total number of students submitted is 40 with the corresponding grade levels: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>KG</td><td>4</td><td>4th</td><td>4</td><td>8th</td><td>4</td></tr> <tr> <td>1st</td><td>2</td><td>5th</td><td>3</td><td>9th</td><td>2</td></tr> <tr> <td>2nd</td><td>4</td><td>6th</td><td>1</td><td>10th</td><td>5</td></tr> <tr> <td>3rd</td><td>3</td><td>7th</td><td>4</td><td>11th</td><td>2</td></tr> <tr> <td colspan="4"></td><td>12th</td><td>2</td></tr> </table> In a growing district, administration recommends adding SROs, Aramark and part-time employees to have the option for their children to attend MISD starting with the 21-22 school year . This will give the district the opportunity to work through policy changes with TASB and bring back to the board for consideration in December, 2020.		KG	4	4th	4	8th	4	1st	2	5th	3	9th	2	2nd	4	6th	1	10th	5	3rd	3	7th	4	11th	2					12th	2
KG	4	4th	4	8th	4																											
1st	2	5th	3	9th	2																											
2nd	4	6th	1	10th	5																											
3rd	3	7th	4	11th	2																											
				12th	2																											
Fiscal Impact/Budget Function Code:	N/A																															

Policy:	FDB (LOCAL)
District Goal:	N/A
Administration Recommended Option:	Information only
Motion:	Information only
Presenter:	Al Hemmle/KayLynn Day



Student Transfer Survey Results from First Responder, Aramark, & Part Time Employees

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August 25, 2020

Hello Board Members, Dr. Hemmle here, hope things are going well for you today. I wanted to share the information that we have collected to determine if there was an interest from our City of Midlothian First Responders, Aramark and part-time employees, if allowed, they would enroll their children in the MISD.



Survey Purpose

Current policy FDA (LOCAL) allows non-resident, full-time district employees to transfer their children to attend MISD schools. The board has requested the district administration to solicit interest from other employee groups not covered in current policy, if allowed, would be interested in enrolling their children in the MISD.

Survey information was collected from MISD contracted food service employees from Aramark, MISD part time employees and the City of Midlothian First Responders (Fire and Police), to determine if there was any interest from these groups to enroll their children in the MISD.

Overall, approximately 27 individuals from the three groups indicated an interest to have their non-resident children attend MISD. Individuals who responded and already had their children enrolled in the MISD are not included in the survey.

Survey Results

K-12 Survey results indicated:

- 20 First Responders/SRO's would be interested in enrolling their child in the MISD
- 6 Aramark employees would be interested in enrolling their child in the MISD
- One (1) part time employee would be interested in enrolling their child in the MISD.



Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Consider Process for the Naming of Elementary #8	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	For the naming of MISD facilities, CW(Local) provides: ● Guidelines ● Committee Development ● Nominations ● Request for Proposal Option ● Board Decision MISD will be opening a new elementary school in 2021-2022. In preparation of that process, it is time to begin the facility naming process according to CW (Local). ● Committee development September - December 2020. ● Committee meetings January, February, March, & April 2021. ● Community input February - April 12, 2021. ● Names brought to Board for May 2021. Attached is the process recommended by District Administration according to CW (Local). Nomination Criteria CW(Local)	
Fiscal Impact/Budget Function Code:	N/A	
Policy:	CW(Local)	
District Goal:	Goal 6: Build a strong foundation of the MISD culture through communication and engagement to empower all stakeholders.	
Administration Recommended Option:	No motion - Info Only	
Motion:	No motion - Info Only	
Presenter:	Judy Walling	

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Board Priorities Standard 1B Departmental Updates: Social and Emotional/Comprehensive Guidance Update	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	On April 29, 2020, the MISD School Board adopted a set of Board Priorities that are aligned with the XG Board Governance Self-Assessment Survey discussed at the Board Visioning Retreat from February 14, 2020. The process in developing these priorities began in February 2020 and concluded in April 2020. This presentation covers the following adopted Board Priority: STANDARD 1: PROVIDE RESPONSIBLE SCHOOL DISTRICT GOVERNANCE ● Benchmark B: Ensuring the board is accountable and open to the public including seeking divergent perspectives in its decision making process. ○ BOARD PRIORITY ACTION: Departmental Updates will be conducted at Monthly Meetings. Include the Strategies and Progress as identified in DIP for your department and other language as identified in Supt Evaluation Tool The Department of Learning will present an update on Social and Emotional Learning and the Comprehensive Guidance Program.	
Fiscal Impact/Budget Function Code:	N/A	
Policy:	FFEA (Legal)	
District Goal:	<u>Goal 3</u>	
Administration Recommended Option:	Information Only	
Motion:	Information Only	
Presenter(s):	Becky Wiginton	



MISD School Board Meeting

Social and Emotional Learning/Comprehensive Guidance

September 21, 2020

STANDARD 1: PROVIDE RESPONSIBLE SCHOOL DISTRICT GOVERNANCE

- **Benchmark B:** Ensuring the board is accountable and open to the public including seeking divergent perspectives in its decision making process.
 - **Action:** District summarize programs/department initiatives to Board throughout the year

GOAL 3: SEL/Safety & Security

Performance Objective 1

Enhance success for all students by supporting their social and emotional development in a variety of coordinated efforts to honor relationships and celebrate the power of diversity which is measured by a 5% decrease the number of substantiated bullying investigations, as well as, 100% participation in cultural proficiency trainings.

- Direct Counseling Hours
- Bullying prevention
- Digital Citizenship
- Comprehensive School Counseling Program
- Suicide Prevention
- Cultural Proficiency training & Diversity Council meetings to design future initiative
- Research-Based Student Awareness Programs: Vaping, Bullying, Sexting, Texting, Healthy Relationships, Abstinence (AIM for SUCCESS)
- Violence Prevention Program
- Student Support Counselor & Social Emotional Support Specialist
- Implementation of Trauma Informed Care Practices
- Discipline Management & Conflict Resolution
- Behavior Coaching





Comprehensive Guidance Program

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Program Framework

The Texas Model for Comprehensive School Counseling Programs in Texas public schools is an integral part of the total educational program. Through a systematic and planned program, school counselors apply specialized knowledge and skills to provide developmentally appropriate support and interventions for all students.

The Texas Education Code (§33.005) specifies that “a school counselor shall work with the school faculty and staff, students, parents, and the community to plan, implement, and evaluate a developmental guidance and counseling program.”



Four Components

The school counselor shall design the school counseling program to include the following four components:

- ❑ **Guidance Curriculum** “to help students develop their full educational potential, including the student's interests and career objectives;”
- ❑ **Responsive Services** “to intervene on behalf of any student whose immediate personal concerns or problems put the student's continued educational, career, personal, or social development at risk;”
- ❑ **Individual Planning** “to guide a student as the student plans, monitors, and manages the student's own educational, career, personal, and social development;” and
- ❑ **System Support** “to support the efforts of teachers, staff, parents, and other members of the community in promoting the educational, career, personal, and social development of students.”

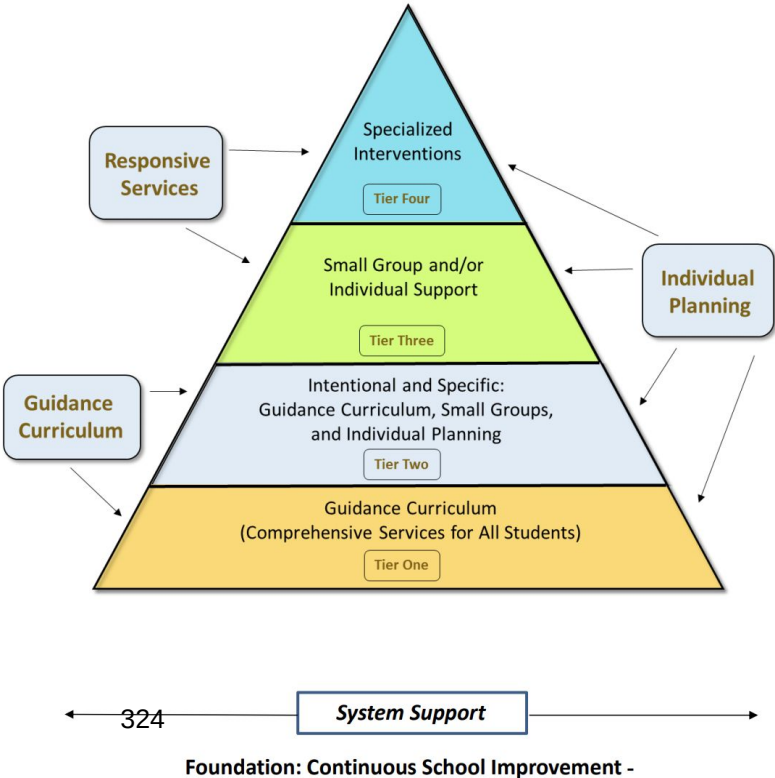


Program Balance

Program balance refers to the allocation of time and resources to each of the comprehensive school counseling program components during an entire year.

MISD's comprehensive school counseling program includes all four service delivery components, but the relative emphasis of each component will vary from elementary, middle and high school level.

Figure 4.2.
The School Counseling Pyramid for Comprehensive and Direct Services



Recommended Program Balance

Service Delivery Component	Elementary	Middle School	High School
Guidance Curriculum	35%-45%	35%-40%	15%-25%
Individual Planning	5%-10%	15%-25%	25%-35%
Responsive Services	30%-40%	30%-40%	25%-35%
System Support	10%-15%	10%-15%	15%-20%

Comprehensive Guidance Curriculum

The comprehensive school counseling program curriculum systematically and intentionally guides the planning of activities that assist all students in developing the knowledge and skills they need to enhance their ***educational, career, personal, and social development.***

The Fifth Edition of the Texas Model for Comprehensive School Counseling Programs establishes four general curricular content areas designed to help students K-12 acquire the developmentally appropriate competencies within the four content areas.

Curricular goals remain the same across the grade spans, K-12, but the goal accomplishments will vary depending on the differing developmental stages.



Four Content Areas

☐ **Interpersonal Effectiveness**

- ☐ Positive student self-concept
- ☐ Effective executive functioning skills
- ☐ Appropriate behavior to the situation and environment

☐ **Intrapersonal Effectiveness**

- ☐ Effective interactions with diverse populations
- ☐ Effective and appropriate communication skills
- ☐ Recognition of personal boundaries, individual rights and privacy needs of others
- ☐ Effective conflict resolution skills
- ☐ Development of healthy relationships



Four Four Content Areas

❑ **Post-Secondary Education and Career Readiness**

- ❑ Motivation to succeed in personal endeavors
- ❑ Demonstration of career exploration skills
- ❑ Possession of the knowledge and skills to gather information for the purpose of postsecondary education and career planning
- ❑ Demonstration of awareness of the importance of postsecondary education
- ❑ Understanding of the relationship of academics to the world of work and to life at home and in the community

❑ **Personal Health and Safety**

- ❑ Incorporation of wellness practices into daily living
- ❑ Demonstration of resiliency and positive coping skills
- ❑ Possession of assertiveness skills necessary for personal protection



Elementary Guidance Program - Ongoing

- ❑ Individual counseling (Google Hangouts during COVID)
- ❑ Daily check in/check outs with SEL goals
- ❑ Peer mediation/Circles
- ❑ Classroom Guidance (including SEL activities during COVID)
- ❑ Small Group counseling
- ❑ Lunch bunch groups
- ❑ Monthly PTO meeting-present character trait/parenting tips within monthly Counselor's Newsletter
- ❑ Morning Meetings/Community building circles daily in each classroom
- ❑ Student Council/Honor Council student leadership facilitating community service & leadership activities
- ❑ Team Building SEL activities school wide while teachers are in PLC (Counselor works with Specials Team)
- ❑ Service Learning/Kindness Rocks Club
- ❑ Monthly Assemblies or House Meetings with Character/SEL focus
- ❑ Website, parent newsletter, social media updates



Elementary Guidance Program - Month Specific

- ❑ National Bullying Prevention Month Lessons & Activities
- ❑ Red Ribbon Week Lessons & Activities
- ❑ Riding the Waves Suicide Prevention Lessons (5th Grade)
- ❑ Aim for Success Bullying Prevention program during Specials
- ❑ Start w/ Hello Week
- ❑ Toy Drive/Food Drive-community service
- ❑ Think First/Stay Safe presentations with SRO's to all 1st, 3rd, 5th students
- ❑ Great Kindness Challenge Lessons & Activities
- ❑ 5th grade Parent Night Presentation for middle school
- ❑ Career Month lessons, arrange speakers & facilitate
- ❑ GT AM Parent Information Meeting at each campus
- ❑ Career Museum w/ 5th graders presenting for the younger grades
- ❑ School Blood Drive with StuCo
- ❑ Daily SEL Lessons during COVID with Parenting tips



Middle School Guidance Program - Ongoing

- ❑ Individual Counseling (Google Hangouts during COVID)
- ❑ Small groups:
 - ❑ Friends of Rachel Kindness Group, Grievance Support, Leadership Girls, Confidence Girls, BRAVE Boys, Self-Esteem, Mental Health Club
- ❑ Suicide risk assessments/Return from Treatment Facility monitoring
- ❑ Individual and Group Crisis Response
- ❑ Individual Academic Advising
- ❑ Parent communication via email, phone, in person
- ❑ Website, social media updates
- ❑ Monthly/Weekly Newsletters for parents
- ❑ Classroom Guidance (including SEL activities during COVID)



Middle School Guidance Program - Month Specific

- ❑ Cub Camp/Cat Camp & 6-8 Orientations
- ❑ Suicide Prevention Training with Staff
- ❑ New to district student group
- ❑ Suicide Prevention Month
- ❑ Start with Hello Week (includes SEL lessons during advisory. PLC with teachers for guidance on lessons, art/video contest.)
- ❑ Reach Council - FSMS 6th Grade
- ❑ Red Ribbon Week Oct. 23-31
- ❑ National Bullying Prevention Month
- ❑ National Mix It Up Day/Lunch
- ❑ David's Law Presentation (Rude, Mean, or Bullying?) - 6th, 7th, 8th
- ❑ NAMI Presentation/Suicide & Depression Awareness - 7th Grade
- ❑ Grant Halliburton Foundation - 8th Grade
- ❑ AIM for Success - 7th & 8th grade
- ❑ The Great Kindness Challenge
- ❑ Course selection advising



High School Guidance Program - Ongoing

- ❑ Individual Counseling (Google Hangouts during COVID)
- ❑ Letters of recommendation
- ❑ DAEP/LEAP visits
- ❑ Website, social media updates
- ❑ Parent communication via email, phone, in person
- ❑ Suicide risk assessments/Return from Treatment Facility monitoring
- ❑ Individual and Group Crisis Response
- ❑ Individual Academic Advising
- ❑ Classroom Guidance (including SEL activities during COVID)
- ❑ Naviance Activities



High School Guidance Program - Monthly

- ❑ New to district mingle
- ❑ Freshman/New Student Orientation - Jag and Panther Camps
- ❑ Orientations for Each Grade level
- ❑ Suicide Prevention Training for Staff
- ❑ Suicide Prevention Month
- ❑ Red Ribbon Week
- ❑ National Bullying Prevention Month
- ❑ Grade Level Parent Nights and Grade Level Student Meetings
- ❑ College Fair
- ❑ Digital Citizenship
- ❑ AIM For Success Programs



District Training 2019-2020

June/July 2019	August 2019	September 2019
MPowered Academies Teachers - Mental Health in Schools (Eric Hoff)	8/7/19 & 8/9/19 New Counselor Retreat - Character Ed - Child Abuse Reporting - Suicide Prevention - Powerschool - Referral Process - Community Resources	9/30/19 All District Counselors - ASIST Training (Applied Suicide Intervention Skills Training)
MPowered Academies 120 Counselors/Teachers - Youth Mental Health First Aid	8/6/19 Texas School Safety Conference, Director of CCR&G, Safety and Security Officer, Director of Student Services - Threat Assessment Training	9/24/19 AP Academy - Bullying, Threat Assessment, DAEP transition and Mental Health Transition
MPowered Academies Teachers - SEL & Classroom Management (Shanna Malone)	NTO (New to District Teachers) - SEL & Classroom Management (Shanna Malone)	9/12/19 Principal Meeting - Bullying, Threat Assessment, DAEP transition and Mental Health Transition
		9/20/19 All District Counselors - Bullying, Threat Assessment, DAEP transition and Mental Health Transition - Legislative Updates - District Crisis Overview - Character Ed - Naviance S&S



District Training 2019-2020

October 2019	November 2019	December 2019	January 2020
10/1/ 19 All District Counselors - ASIST Training (Applied Suicide Intervention Skills Training)	11/15/19 All District Counselor Meeting - Legislative Update - SOS Planning - Naviance S&S - Parent Nights - YAG - Advising - GT		1/16/20 AP's and Principals - ECAC Sexual Abuse & Investigation
10/7/19 All District Counselors - Leaving a Clear Trail with Region x - Red Ribbon Week - Bullying Awareness Month - SEL with Shanna - Advising Timeline - Naviance			1/7/20 All District Counselor Meeting - ECAC Sexual Abuse & Investigations - Legislative Update - Naviance S&S



District Training 2019-2020

February 2020	March 2020	April 2020	May 2020
2/4/20 AP Academy - Mental Health in Schools/Kognito	Starting with School Closure, weekly counselor meetings to plan and coordinate student support services		
2/17/20 All District Counselor Meeting - SOS Planning - Updated District Crisis Plan - Naviance Tasks		4/9/20 Principals and AP's - Mental Health in Schools/Kognito (Eric Hoff)	Secondary - Mental Health in Schools/Kognito (Eric Hoff)
		Elementary Teachers - Mental Health in Schools/Kognito (Eric Hoff)	Elementary Teachers - Conscious Discipline (Shanna Malone)
		Elementary Teachers - Conscious Discipline (Shanna Malone)	

Kognito: Approximately **158** Teachers and Administrators trained during spring remote learning

Conscious Discipline: Approximately **72** Elementary teachers trained during spring remote learning



Simulation to teach PK-12 educators about mental health which supports improved student wellness and school safety.

Users

- ❑ meet a virtual coach and learn about mental health and how to identify at-risk students, approach them and their parents, and connect them to helpful resources.
- ❑ learn warning signs of distress and examine several case studies. They learn that, while educators aren't expected to diagnose students, they are in an ideal position to identify emerging problems and connect students to resources that can help.
- ❑ learn and practice techniques for bringing up concerns in a way that maximizes discussion
- ❑ learn and practice how to use reflecting statements to encourage students to open up.
- ❑ learn strategies to effectively make referrals. They also learn the importance of familiarizing themselves with policies and resources in their area.
- ❑ learn about risk factors and warning signs of suicide.

Throughout the simulation, users have access to a printable summary of best practices and a list of specific mental health resources available nationally and in their area.

Kognito - Implementation

158 Administrators and Teachers received training

Assistant Principals completed the simulation independently (60-120 min)

- ❑ Eric Hoff conducted face 2 face sessions for discussion and reflection by level (elementary, middle, high)

Principals completed the simulation independently (60-120 min)

- ❑ Eric Hoff conducted virtual sessions for discussion and reflection by level (elementary, middle, high)

Principals selected teachers to complete the simulation

- ❑ Eric Hoff conducted virtual sessions by grade level or content area for discussion and reflection

Kognito has a built in pre-assessment and post-assessment anonymous survey

Kognito - Sample Responses

Love the EASING technique for making students and parents feel less defensive; I think during my 16 year career as an educator, I'm sure I may have not used the best words to lesson a defensive response; Now that I know a better approach, I can do better. - **Elementary**

I would have pulled the abort switch sooner in the conversation about self-harm. I get nervous with deep-dive conversation. This was great information to help guide the conversation and provide instruction on how I should approach those tough talks with students. - **Middle School**

Used more open-ended questions, and be more reflective questions instead of passing judgment. - **High School**

The first step learned in this training is to check you emotions. I think I have been quick to tell a student to stop doing something instead of taking a step back and talking to the student at another time when my emotions were calmer. - **Elementary**

In the past, I just felt kind of awkward talking to to a student about seeing the counselor. I didn't want them to feel like they were being passed around, like I couldn't handle what they were talking to me about, but I like how this offered ways to encourage help because we're all working together to help students. I also liked how it gave examples of how to empower the student. -

Middle School

I would have started my statements with "I" rather than going straight to asking him//her about their issue. - **High School**

There was a student that exhibited qualities and behaviors just like one mentioned in the simulation. Due to frustration build up over time, I could have validated the students better by not jumping to the behavior and consequence right away. Giving the student a voice and truly talking in this manner would have allowed for the opportunity for the student to explain what would truly help him in the classroom. - **Elementary**

I would have had a one on one conversation with one of my students I have been concerned with. I wish I would have pulled them from lunch to talk to them privately instead of in passing. It would have helped to build our relationship to where she could trust me more. - **High School**



Conscious Discipline

Conscious Discipline is an adult first, comprehensive social- emotional and classroom management program that uses everyday life events to teach children and adults ***self-control, conflict resolution, character development and social skills.***

Teachers learn first to shift their mindset about discipline, to become the models for healthy social and emotional skills.

Teachers begin a transformational journey through their own emotional and social processes so they can become the adults they want children to become.

Based on 4 Essential Components

- Brain state model
- 7 Powers for Conscious Adults
- Creating the School Family
- 7 Skills of Discipline



Conscious Discipline - Implementation

Approx **75** teachers completed an 8 week, 11 hour training course live, virtually

Each week, several sessions were available to teachers to fit into their schedule to attend. They completed the session as well as a reflection piece at the end of each session.

Participants gained knowledge in Trauma Informed practices, bully prevention practices, classroom management strategies and social emotional learning strategies.

Topics included:

- Introduction: Behavior is communication, integrating the brain, and how conflict/misbehavior is an opportunity to teach missing skills. How our internal state/brain state dictates behavior.
- Creating the School Family: The importance of building relationships first.
- Composure, Assertiveness, Empathy, Choices, Encouragement, Positive Intent, Consequences.





2019-2020 Parent Learning Opportunities

In coordination with the campuses and communications team, a variety of parent learning opportunities were offered

- Secondary and Post-Secondary Planning
- Prevention programming
- Social Emotional learning topics

August 2019	September 2019	October 2019	November 2019	January 2020	February 2020	March 2020
Secondary Student Orientations Elementary Meet the Teacher	9/11/19 Suicide Prevention Parent U, Facebook Live 9/9/19 NCAA parent night 9/23/19 Duke TIP Night 9/25/19 AIM for Success, Taking a Stand Against Bullying	10/3/19 & 10/7/19 FAFSA Workshop 10/22/29 Drug Prevention Parent U, Facebook Live	11/19/19 GT Parent Night - identification and program information 344	1/13/20, 1/21/20 5th Grade Parent Night at all Middle Schools 1/14/20 6th & 7th Grade Parent Night DMS 1/13/20 8th Grade Parent Night HHS 1/9/20 8th Grade Parent Night MHS 1/13/20 Course Fair HHS 1/16/20 Course Fair MHS 1/27/20 Dual Credit Parent Night HHS	2/3/20 Dual Credit Parent Night MHS	3/4/20 SOS Parent Meeting 3/17/20 SEL/Counseling School Closure



Community Partnerships

345



AIM for Success 2019-2020 - Elementary

K-2

Bullying- Super Friends with Superpowers

- Mt. Peak=350
 - Miller=325
 - JAV=300
 - DME=325
 - Irvin=200
 - Baxter=325
 - Longbranch=300
- = 2125

3-5

Bullying- Empower

- Mt. Peak=400
 - Miller=425
 - JAV=375
 - DME=350
 - Irvin=200
 - Baxter=340
 - Longbranch=350
- = 2440



AIM for Success 2019-2020 - Secondary

6th

[Power to Succeed: Drugs & Alcohol](#)

400 @ FSMS

400 @ WGMS

7th

[Abstinence based presentation:](#)

400 @ FSMS

400 @ WGMS

8th

[Focus on Success: Technology / Teens / Sexting / Pornography](#)

400 @ FSMS

400 @ WGMS

9th

[Bullying](#)

250 @ HHS

500 @ MHS

10th

[Power to Succeed: Drugs & Alcohol](#)

250 @ HHS

500 @ MHS

11th

[Abstinence based presentation:](#)

250 @ HHS

500 @ MHS

12th

[Focus on Success: Technology / Teens / Sexting / Pornography](#)

250 @ HHS

500 @ MHS



REACH Council 2019-2020

Grade	Program	# of Students
1-5	Kid's Connection	191
5th	LifeSkills Training	89
6th	Too Good for Drugs	755
DAEP	Curriculum-Based Presentations	160
K-5	Red Ribbon Week Presentations	3,334
	Summer Enrichment	42
	Back to School Fair	91



Mentors Care 2019-2020

Grade	Campus	# of Students
9-12	MHS	55
9-12	HHS	38



Counseling Department Staffing 2019-2020

1 Social Emotional Support Specialist - Elementary

2 Middle School counselors - 3 at each campus

1 para designated for JAV counselor

Full time RtI Interventionist - Elementary (to assist with 504 paperwork)

1 Student Support Counselor - hired in March of 2019

Student Support Counselor

Primary Job Roles and Responsibilities Include

- ❑ Crisis counseling for all secondary campuses
- ❑ Provide counseling to DAEP/LEAP students
- ❑ Provide specialized training to school counselors, MISD teachers/staff and provide resources for parents
- ❑ District Threat Assessment team member - conduct threat assessments as needed
- ❑ Consult with campus counselors
- ❑ Support district and campus crisis teams



Student Support Counselor

Individual Counseling	Other Student Services	Training Provided to MISD Staff	Staff Group Crisis Debriefing
361 Sessions	75 DAEP intakes	16 hours Counselors	8 hours Middle School 1 hour High School
	25 hours SEL groups	9 hours to Administrators	
222 hours	24 hours Crisis Debriefing groups	41 hours to Teachers	
	9 Threat Assessments	Suicide Prevention (ASIST) Active Listening and Collaborative Problem Solving (Motivational Interviewing) Recognizing and connecting students at-risk for mental health problems (Kognito) Threat Assessments	

Social Emotional Learning Specialist

Primary Job Roles and Responsibilities Include

- ❑ Serve as an on-site campus SEL leader and support campus teachers.
- ❑ Assist teachers in classroom management strategies that are developmentally appropriate.
- ❑ Assist administrative team, counselors and parents with resources, strategies, and other supports for student social emotional regulation.
- ❑ Serve as a member of the behavior intervention core team or other multi-disciplinary team on assigned campus.
- ❑ Consult with teachers through district/campus/grade level meetings.
- ❑ Assist teachers with analyzing behavior for effective classroom management and social and emotional growth.
- ❑ Conduct campus and district staff development that is aligned with the MISD curriculum, supports the Campus Improvement Plan, and is designed to maximize SEL resources.
- ❑ Provide individualized, classroom-based coaching to support teachers in implementing best practices to promote SEL, establishing supportive learning environments, and developing supportive classroom management practices.



Social Emotional Learning Specialist

Number of Teachers Supported	Grade Level Percentages	Training Provided to MISD Staff
97 Teachers Classroom support/child observations	PreK- 8.6% Kinder - 18.5% 1st - 15.5% 2nd - 11.6% 3rd - 12% 4th - 3.4% 5th - 15.5% All - 2.6% Other- 12.4% (Admin, Staff, etc.) 68% Child Observations/Follow-Up with Classroom Teachers 5.8% SAT/ARD Meetings: Other (Parent Nights, PLC, 26.2% Progress Monitoring, Goal Setting, etc.)	Approx. 89 hours Face-To-Face (Staff Meetings, Lunch and Learns)
		63 hours Virtual (Shelter-in-Place)
72 Teachers Virtual Trainings During Remote Learning		• Brain Development and Emotions • Composure • Building a Calm Down Space in Your Classroom • Tattling • Social Conflict Resolution • Developing Self-Awareness in Students through Discipline • Back to School-First Six Weeks • Building Social Contracts-Social Awareness for Students • Discipline and Trauma • Assertiveness and Empathy in the Classroom • Positive and Consequences in the Classroom • Choices and Encouragement in the Classroom





Future Planning: 20-21

355



Next Steps 20-21

Summer Training - MPowered

- ❑ Eric Hoff and Shanna Malone conducted MPowered sessions for Trauma Informed Practices and Social Emotional Learning, with emphasis on the impact of COVID19

Trauma Informed Practices

- ❑ Summer MPowered offerings
- ❑ *All district staff members* completed through compliance training
- ❑ *All new to district teachers* received in depth training through TBRI (Trust Based Relational Intervention)
- ❑ August 17, all campus counselors conducted training for teachers that included trauma informed practices



Next Steps 20-21

SEL Training

- ❑ Summer MPowered offerings
- ❑ August 17, all campus counselors conducted SEL foundation training for teachers
 - ❑ Included identifying SEL
 - ❑ Alignment to learner profile and learner experience
 - ❑ Self-assessment of current practices
 - ❑ Tools and strategies for classroom, virtual and f2f learners

Panorama

- ❑ New survey tool in order to measure SEL
- ❑ Will be conducted K-12, BOY, MOY and EOY in order to measure growth
- ❑ Survey Competencies include **Grit, Growth Mindset, Self-Management, Social Awareness, Self-Efficacy, Teacher-Student Relationships & Sense of Belonging**
- ❑ Includes strategies for teachers



Next Steps 20-21

Staffing Additions

- ❑ 1 Student Support Counselor position for Elementary
- ❑ Next Step Community Solutions - contracted LPC to serve Middle School
- ❑ Telebehavioral Health through Children's Health

COVID 19 Supports

- ❑ Resources for parents on district website
- ❑ Counselors providing support for teachers through training and helpful support throughout the year
- ❑ Virtual counseling availability, including individual and classroom guidance
- ❑ Reviewing parent learning opportunities during COVID19



Next Steps 20-21

Website update

- ❑ Recommendation from SHAC 19-20
- ❑ Student Support Counselors have vetted and updated resources for district website on a variety of topics (bullying, mental health, trauma, substance abuse, etc.)

Comprehensive Guidance

- ❑ Updated Comprehensive Guidance Plan, viewable on website
- ❑ SEL tools and strategies for teachers





Midlothian ISD Replacement Schedule
As of August 31, 2020

Department	Status	Replacement Year	Replacement Cost	Total Replacement Costs by Year
Band Instruments		2020-2021	\$ 97,856	
Transportation		2020-2021	\$ -	
Athletics		2020-2021	\$ 25,000	
Maintenance		2020-2021	\$ 6,454,650	
Technology		2020-2021	\$ 200,000	
Total replacements for FY 20-21				\$ 6,777,506
Band Instruments		2021-2022	\$ 104,918	
Transportation		2021-2022	\$ 284,000	
Athletics		2021-2022	\$ 625,000	
Maintenance		2021-2022	\$ 6,800,000	
Technology		2021-2022	\$ -	
Total replacements for FY 21-22				\$ 7,813,918
Band Instruments		2022-2023	\$ 137,541	
Transportation		2022-2023	\$ 202,000	
Athletics		2022-2023	\$ 25,000	
Maintenance		2022-2023	\$ -	
Technology		2022-2023	\$ -	
Total replacements for FY 22-23				\$ 364,541
Band Instruments		2023-2024	\$ 111,707	
Transportation		2023-2024	\$ 206,000	
Athletics		2023-2024	\$ -	
Maintenance		2023-2024	\$ 191,250	
Technology		2023-2024	\$ -	
Total replacements for FY 23-24				\$ 508,957
Band Instruments		2024-2025	\$ 95,394	
Transportation		2024-2025	\$ 105,000	
Athletics		2024-2025	\$ -	
Maintenance		2024-2025	\$ 450,000	
Technology		2024-2025	\$ -	
Total replacements for FY 24-25				\$ 650,394
Total 5 year replacements				\$ 16,115,316

Midlothian ISD Replacement Schedule
As of August 31, 2020

Department	Mileage	Status	Replacement Year	Replacement Cost	Total Replacement Costs by Year
Transportation					
4 additional buses purchased from fund balance (2 buses have been taken out of service and are ready to be auctioned)			2020-2021		
Total for 20-21					\$ -
2009 Bluebird #64	113,867	Back up	2021-2022	\$ 100,000	
2010 Bluebird #72 Special Needs	128,532	Back Up	2021-2022	\$ 100,000	
2012 Chevy Suburban #T-12	117,851	Still in use	2022-2023	\$ 42,000	
2012 Chevy Suburban #T-14	96,601	Still in use	2022-2023	\$ 42,000	
Total for 21-22					\$ 284,000
2011 IC #74	93,827	Route	2022-2023	\$ 101,000	
2011 IC #75	88,030	Route	2022-2023	\$ 101,000	
Total for 22-23					\$ 202,000
2011 IC #76	817,844	Route	2023-2024	\$ 103,000	
2011 IC #77	84,080	Route	2023-2024	\$ 103,000	
Total for 23-24					\$ 206,000
2013 IC #78 Special Ed		Route	2024-2025	\$ 105,000	
Total for 24-25					\$ 105,000
Total 20-25					\$ 797,000
Price of Buses: Estimate only					

Back Up for Routes are used on Routes when normal Route buses are in for repairs or extra buses are needed for Extra/Co-Curricular Activities

Midlothian ISD Replacement Schedule
As of August 31, 2020

Department	Status	Replacement Year	Replacement Cost	Total Replacement Costs by Year
Band				
MHS Instruments		2020-2021	\$ 53,100	
FSMS Instruments		2020-2021	\$ 15,600	
WGMS Instruments		2020-2021	\$ 29,156	
Total for 20-21				\$ 97,856
MHS Instruments		2021-2022	\$ 57,100	
FSMS Instruments		2021-2022	\$ 21,110	
WGMS Instruments		2021-2022	\$ 26,708	
Total for 21-22				\$ 104,918
MHS Instruments		2022-2023	\$ 91,650	
FSMS Instruments		2022-2023	\$ 15,613	
WGMS Instruments		2022-2023	\$ 30,278	
Total for 22-23				\$ 137,541
MHS Instruments		2023-2024	\$ 49,600	
HHS Instruments		2023-2024	\$ 22,057	
FSMS Instruments		2023-2024	\$ 31,700	
WGMS Instruments		2023-2024	\$ 8,350	
Total for 23-24				\$ 111,707
MHS Instruments		2024-2025	\$ 41,000	
HHS Instruments		2024-2025	\$ 4,611	
FSMS Instruments		2024-2025	\$ 32,483	
WGMS Instruments		2024-2025	\$ 17,300	
Total for 24-25				\$ 95,394
Total 20-25				\$ 547,416

Midlothian ISD Replacement Schedule
As of August 31, 2020

Department	Status	Replacement Year	Replacement Cost	Total Replacement
Athletics				
Turfs				
MHHS Practice Field	Good	2021-2022	\$ 600,000	summer of 2022 \$ 600,000
Tennis Courts				
WGMS		2020-2021	\$ 25,000	20-21 budget
MHS (old courts)		2021-2022	25,000	21-22 budget
FSMS (Sportspark split with City)		2022-2023	25,000	22-23 budget
				\$ 75,000
Total 20-25				\$ 675,000

Midlothian ISD Replacement Schedule
As of August 31, 2020

Department	Status	Replacement Year	Replacement Cost	Total Replacement Costs by Year
Maintenance				
Flooring				
MHS 100 & 200 wings - carpet	Poor	2020-2021	\$ 262,500	
MHS 600,700,800 wings -carpet	Poor	2020-2021	\$ 307,650	\$ 570,150
Longbranch tile in bathrooms	Fair	2021-2022	\$ 100,000	
Mt. Peak tile in bathrooms	Fair	2021-2022	\$ 100,000	
Vitovsky tile in bathrooms	Fair	2021-2022	\$ 100,000	\$ 300,000
FSMS	Fair	2023-2024	\$ 191,250	\$ 191,250
WGMS - roll carpet	Fair	2024-2025	\$ 450,000	\$ 450,000
Total Flooring				\$ 1,511,400
HVAC				
MHS		2020-2021	\$ 1,500,000	\$ 1,500,000
Baxter		2021-2022	\$ 1,000,000	\$ 1,000,000
Total HVAC				\$ 2,500,000
Roof				
Baxter	Poor	2020-2021	\$ 2,500,000	
L. A. Mills	Poor	2020-2021	\$ 475,000	
Randal Hill	Poor	2020-2021	\$ 409,500	
MILE (gym and east wing)	Fair	2020-2021	\$ 1,000,000	\$ 4,384,500
MHS (North Wing)	Fair	2021-2022	\$ 2,000,000	
FSMS	Fair	2021-2022	\$ 3,500,000	\$ 5,500,000
Total Roof				\$ 9,884,500
Total 20-25				\$ 13,895,900

Midlothian ISD Replacement Schedule
As of August 31, 2020

Technology

Year	Item/Project	Campus	Qty	Unit/Price	Total	
2020-2021	Computer Labs (BCIS)	MHS		4	\$50,000.00	\$200,000.00
		Total				\$200,000.00
Total 20-25						\$200,000.00

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Replacement Schedules	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	Replacement Schedules as of August 31, 2020 are provided for Board review as information only.	
Fiscal Impact/Budget Function Code:	N/A	
Policy:	N/A	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.	
Administration Recommended Option:	Information only	
Motion:	Information only – no motion needed	
Presenter:	Jim Norris	

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 17, 2020	
Item:	Designation of Fund Balance	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	Information Only This Month	
	The Resolution to amend GASB No. 54 which was approved by the Board of Trustees in October 2013 allows the board at any time they deem fit prior to the issuance of the financial statements for the year to reassign fund balance into any or all of the following five (5) categories: <i>Non-spendable fund balance</i> – Includes amounts that are not in a spendable form, such as inventory, or that are required to be maintained intact, such as the corpus of an endowment fund. <i>Restricted fund balance</i> – Includes amounts constrained to a specific purpose by the provider, such as a grantor. <i>Committed fund balance</i> - Includes amounts constrained to a specific purpose by the governing body itself (the Board). <i>Assigned fund balance</i> – Includes amounts intended for a specific purpose (the governing body may express intent or may delegate the authority to express intent). <i>Unassigned fund balance</i> – Includes amounts available for any purpose. The District's replacement schedule has capital items including roof replacements, flooring replacements, HVAC replacements, buses, technology, band instruments and athletic tracks and fields. Based on the needs of the district and the age of equipment administration recommends to commit fund balance as follows: Adjust the Committed Fund Balance for Capital Expenditures and Equipment for band instruments replacements (MHS, FSMS, WGMS), Maintenance roof replacements (Baxter, The Mile professional development room and east wing, LA Mills, Randal Hill Support Services), Maintenance flooring (MHS wings 100,200, 600, 700 & 800 wings), Maintenance HVAC (MHS north wings) and Technology (HS computer labs) Unassigned Fund Balance would be adjusted to \$13,052,853; General Fund Balance Assign for Construction at \$10,000,000; Committed Fund Balance \$9,066,734 and non-spendable Fund Balance for Inventories and Prepaid items \$49,299 respectively.	
Fiscal Impact/Budget Function Code:	If all funds were spent for current year replacements and additions, the impact on the budget would be \$9,066,734 from Committed Fund Balance for Capital Expenditures.	

Policy:	CE (Local)
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.
Administration Recommended Option:	Information only this month – will be asked to act upon in the October meeting
Motion:	Information only this month – no motion needed
Presenter:	Jim Norris

Projected Capital Project Needs
As of September 21, 2020
Fund Balance Report

	2016 Bonds	General Fund Balance-Assigned for Construction	Nonspendable Fund Balance for Inventories and Prepaid Items	Committed Fund Balance for Capital Expenditures & Equipment	Unassigned Fund Balance	Total Fund Balance
Current Year Capital Expenditures and Equipment				\$ 9,066,734 ~		
Audited June 30, 2020 Balance	\$ 119,211,353	\$ 10,000,000	\$ 49,299	\$ 9,066,734	\$ 13,052,853	\$ 32,168,886
July and August Interest Revenue	43,218					
July and August Expenses	(3,830,652)					
	(3,787,434)	-	-	-	-	-
Estimated Balances as of September 21, 2020	\$ 115,423,919	\$ 10,000,000	\$ 49,299	\$ 9,066,734	\$ 13,052,853	\$ 32,168,886
Other Proposed Projects for Transportation, Athletics, Maintenance and Technology (Replacement Schedules)						
Fiscal Year 2021-22					2,313,918	2,313,918
Fiscal Year 2022-23					939,541	939,541
Fiscal Year 2023-24					508,957	508,957
Fiscal Year 2024-25					650,394	650,394
Total Est. Project Costs Fiscal Years 2021-25		-	-	-	4,412,810	4,412,810
Estimated Balances as of June 30, 2024		\$ 10,000,000	\$ 49,299	\$ 9,066,734	\$ 8,640,043	\$ 27,756,076

Recommendations for 2020-21 Fund Balance Uses

COVID Expenses

Approved at July 20, 2020 Board Meeting

EPSLA 3 additional days	\$ 450,000
15 Full Time Substitutes	400,000
Proctor Substitutes	100,000
30 Custodians	810,000
Buses	394,228

Approved at August 4, 2020 Board Meeting

ZOOM webinar service for virtual classroom instruction	70,000
Proctoria Solutions for proctoring virtual learning	65,000

Replacement Schedules

Band Instruments per replacement schedule	97,856
Athletics per replacement schedule	25,000
Maintenance per replacement schedule	6,454,650
Technology per replacement schedule	200,000
Total Estimated Capital Projects	\$ 9,066,734 ~

Midlothian I.S.D. School Board Agenda Item Detail
L.A. Mills Administrative Complex Boardroom

Board Meeting Date:	September 21, 2020	
Item:	Business Reports	
Supporting Document(s):	Electronic: Yes ☒ No ☐	Hard Copy: Yes ☐ No ☒
Background Information:	Financial reports for the period ending August 31, 2020, are provided for Board review.	
Fiscal Impact/Budget Function Code:	N/A	
Policy:	N/A	
District Goal:	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.	
Administration Recommended Option:	N/A	
Motion:	Report only – no motion required	
Presenter:	Jim Norris	

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT

Midlothian, Texas

BOARD REPORT

August 2020 Summary of Tax Deposits	1-2
August 2020 Budget Summaries	3-19
Fund Balance Report	20
Credit Card Billing	21-23
Construction Report	24

September 21, 2020

SUMMARY OF TAX DEPOSITS 2020 - 21

Ellis County Tax Office		5711	5712	5719	5712.01	5719.01	5719.02	Total		5711	5712	5719	Total
Collection date	Deposit date	M & O Current	M & O Prior	Penalties & Interest	M & O CED	P&I CED	Rendition Penalty	Maintenance & Operations		I & S Current	I & S Prior	Penalties & Interest	Interest & Sinking
August													
08/03/20	08/06/20	5,401.82	72,444.34	946.87			(12.92)	78,780.11	*	2,784.44	34829.02	487.04	38,100.50
08/04/20	08/07/20	4,176.04	126.04	832.51				5,134.59	*	2,152.59	60.59	427.79	2,640.97
08/05/20	08/10/20	3,118.21	329.05	310.55				3,757.81	*	1,607.33	158.20	156.55	1,922.08
08/06/20	08/12/20	1,693.10	247.70	277.58				2,218.38	*	872.74	119.08	139.92	1,131.74
08/07/20	08/12/20	1,664.61	82.90	324.48			(0.07)	2,071.92	*	858.04	39.85	166.40	1,064.29
08/10/20		(17,678.76)	(614.11)	364.65				(17,928.22)		(9,112.75)	(295.25)	187.97	(9,220.03)
08/12/20		15.06	0.00	2.86				17.92		7.76	0.00	1.48	9.24
08/13/20		(1,078.08)	0.00	(204.83)				(1,282.91)		(555.71)	0.00	(105.59)	(661.30)
08/14/20		2,930.91	0.00	556.88				3,487.79		1,510.77	0.00	287.03	1,797.80
08/17/20		(265.18)	0.00	134.13				(131.05)		(136.70)	0.00	69.15	(67.55)
08/18/20		1,285.36	35.38	259.45			(0.39)	1,579.80		662.56	17.01	133.20	812.77
08/19/20		775.54	82.25	179.83				1,037.62		399.76	39.55	91.81	531.12
08/20/20		114.06	0.00	21.67				135.73		58.80	0.00	11.17	69.97
08/21/20		387.70	0.00	73.67				461.37		199.84	0.00	37.96	237.80
08/25/20		(219.14)	(844.23)	0.00				(1,063.37)		(112.97)	(405.87)	0.00	(518.84)
08/26/20		534.47	25.26	114.45				674.18		275.50	12.14	58.73	346.37
08/27/20		139.24	313.66	159.15				612.05		71.78	150.79	77.51	300.08
08/28/20		1,179.23	0.00	162.30				1,341.53		607.86	0.00	83.66	691.52
08/31/20		301.05	1,621.88	559.99				2,482.92		155.19	779.75	271.21	1,206.15
								0.00					0.00
								0.00					0.00
								0.00					0.00
								0.00					0.00
								0.00					0.00
								0.00					0.00
								0.00					0.00
								0.00					0.00
Month's totals		4,475.24	73,850.12	5,076.19	-	-	(13.38)	83,388.17		2,306.83	35,504.86	2,582.99	40,394.68

SUMMARY OF TAX DEPOSITS 2020 - 21

	5711 M & O Current	5712 M & O Prior	5719 Penalties & Interest	Total Maintenance & Operations	5711 I & S Current	5712 I & S Prior	5719 Penalties & Interest	Total Interest & Sinking
YTD MONTHLY TAX RECEIPTS --								
July-20	99,411.44	18,249.55	13,187.92	130,848.91	51,243.07	8,773.82	6,679.27	66,696.16
August-20	4,475.24	73,850.12	5,062.81	83,388.17	2,306.83	35,504.86	2,582.99	40,394.68
September-20				-				-
October-20				-				-
November-20				-				-
December-20				-				-
January-21				-				-
February-21				-				-
March-21				-				-
April-21				-				-
May-21				-				-
June-21				-				-
YTD	\$103,886.68	\$92,099.67	\$18,250.73	\$214,237.08	\$53,549.90	\$44,278.68	\$9,262.26	\$107,090.84
Less TIRZ				0.00				
Non-TIRZ YTD	\$103,886.68	\$92,099.67	\$18,250.73	\$214,237.08	\$53,549.90	\$44,278.68	\$9,262.26	\$107,090.84
Budget 20-21, non-TIRZ	\$45,309,733.00	\$200,000.00	\$128,000.00	\$45,637,733.00	\$ 27,934,986.00	\$75,000.00	\$60,000.00	\$28,069,986.00
Percent Collected	0.23%	46.05%	14.26%	0.47%	0.19%	59.04%	15.44%	0.38%
Revenue Collected								
(over)/under budget	\$45,205,846.32	\$107,900.33	\$109,749.27	\$45,423,495.92	\$27,881,436.10	\$30,721.32	\$50,737.74	\$27,962,895.16

FND OBJ	2020-21 Original Budget	2020-21 Revised Budget	August 2020-21 Monthly Activity	2020-21 FYTD Activity	2020-21 FYTD %	Encumbered Amount	Unencumbered Balance
170 Revenue	90,302.00	90,302.00	1,012.05	2,055.09	2.28	0.00	88,246.91
170 Expense	280,457.00	280,457.00	7,962.91	12,694.48	6.67	6,020.93	261,741.59
170 A. H. MEADOWS LIBRARY FUND	-190,155.00	-190,155.00	-6,950.86	-10,639.39	8.76	-6,020.93	-173,494.68
180 Revenue	365,003.00	365,003.00	10,652.24	10,655.74	2.92	0.00	354,347.26
180 Expense	1,094,224.00	1,094,224.00	79,633.60	118,020.21	22.25	125,398.18	850,805.61
180 ATHLETIC DEPARTMENT FUND	-729,221.00	-729,221.00	-68,981.36	-107,364.47	31.92	-125,398.18	-496,458.35
198 Expense	0.00	135,000.00	23,946.21	23,946.21	19.22	2,000.00	109,053.79
198 COVID 19	0.00	-135,000.00	-23,946.21	-23,946.21	19.22	-2,000.00	-109,053.79
199 Revenue	95,842,614.00	95,842,614.00	532,869.84	1,073,579.73	1.01	-101,977.68	94,871,011.95
199 Expense	94,923,238.00	96,683,238.00	4,293,843.43	6,172,425.88	10.47	3,954,727.74	86,556,084.38
199 GENERAL FUND	919,376.00	-840,624.00	-3,760,973.59	-5,098,846.15	1,089.14	-4,056,705.42	8,314,927.57
240 Revenue	3,878,416.00	3,878,416.00	9,948.35	26,760.08	0.69	0.00	3,851,655.92
240 Expense	3,690,183.00	3,690,183.00	90,402.91	90,660.91	4.21	64,544.47	3,534,977.62
240 FOOD SERVICE	188,233.00	188,233.00	-80,454.56	-63,900.83	-68.24	-64,544.47	316,678.30
599 Revenue	28,637,450.00	28,637,450.00	32,936,646.36	33,006,119.13	115.26	0.00	-4,368,669.13
599 Expense	28,637,450.00	28,637,450.00	40,542,174.93	41,409,212.43	144.63	10,000.00	-12,781,762.43
599 DEBT SERVICE	0.00	0.00	-7,605,528.57	-8,403,093.30	0.00	-10,000.00	8,413,093.30
Grand Revenue Totals	128,813,785.00	128,813,785.00	33,491,128.84	34,119,169.77	26.41	-101,977.68	94,796,592.91
Grand Expense Totals	128,625,552.00	130,520,552.00	45,037,963.99	47,826,960.12	39.83	4,162,691.32	78,530,900.56
Grand Totals	188,233.00	1,706,767.00	11,546,835.15	13,707,790.35	803.14	4,264,669.00	16,265,692.35
	Profit	Loss	Loss	Loss		Loss	Profit

Number of Accounts: 4289

***** End of report *****

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
170			A. H. MEADOWS LIBRARY FUND							
R			Revenue							
00										
170	00	57	REVENUE-LOCAL & INTERMED	75,000.00	75,000.00	0.00	0.00	0.00	0.00	75,000.00
170	00	58	STATE PROGRAM REVENUES	15,302.00	15,302.00	1,012.05	2,055.09	13.43	0.00	13,246.91
170	00	--		90,302.00	90,302.00	1,012.05	2,055.09	2.28	0.00	88,246.91
170	--	--	Revenue	90,302.00	90,302.00	1,012.05	2,055.09	2.28	0.00	88,246.91

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered	
	FUND	FUNC	OB	OBJ	Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
170				A. H. MEADOWS LIBRARY FUND							
E				Expense							
12				INST. RESOURCES & MEDIA SVCS							
170	12	61		PAYROLL COSTS	165,498.00	165,498.00	5,726.81	9,954.92	6.02	0.00	155,543.08
170	12	62		PURCHASE & CONTRACTED SVS	3,192.00	3,192.00	132.63	132.63	49.86	1,458.93	1,600.44
170	12	63		SUPPLIES AND MATERIALS	38,308.00	38,308.00	1,600.01	1,600.01	16.09	4,562.00	32,145.99
170	12	64		OTHER OPERATING EXPENSES	250.00	250.00	0.00	0.00	0.00	0.00	250.00
170	12	--		INST. RESOURCES & MEDIA SVCS	207,248.00	207,248.00	7,459.45	11,687.56	8.54	6,020.93	189,539.51
13				CURRICULUM DEV.& INST.STF DEV							
170	13	64		OTHER OPERATING EXPENSES	1,250.00	1,250.00	0.00	0.00	0.00	0.00	1,250.00
170	13	--		CURRICULUM DEV.& INST.STF DEV	1,250.00	1,250.00	0.00	0.00	0.00	0.00	1,250.00
52				SECURITY & MONITORING SERVICES							
170	52	61		PAYROLL COSTS	71,959.00	71,959.00	503.46	1,006.92	1.40	0.00	70,952.08
170	52	--		SECURITY & MONITORING SERVICES	71,959.00	71,959.00	503.46	1,006.92	1.40	0.00	70,952.08
170	--	--		Expense	280,457.00	280,457.00	7,962.91	12,694.48	6.67	6,020.93	261,741.59
170	--	--		A. H. MEADOWS LIBRARY FUND	-190,155.00	-190,155.00	-6,950.86	-10,639.39	8.76	-6,020.93	-173,494.68

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
180			ATHLETIC DEPARTMENT FUND							
R			Revenue							
00										
180	00	57	REVENUE-LOCAL & INTERMED	364,961.00	364,961.00	10,648.74	10,648.74	2.92	0.00	354,312.26
180	00	58	STATE PROGRAM REVENUES	42.00	42.00	3.50	7.00	16.67	0.00	35.00
180	00	--		365,003.00	365,003.00	10,652.24	10,655.74	2.92	0.00	354,347.26
180	--	--	Revenue	365,003.00	365,003.00	10,652.24	10,655.74	2.92	0.00	354,347.26

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
180			ATHLETIC DEPARTMENT FUND							
E			Expense							
36			COCURR./EXTRACURR.ACTIVITIES							
180	36	61	PAYROLL COSTS	89,700.00	89,700.00	840.13	1,608.92	1.79	0.00	88,091.08
180	36	62	PURCHASE & CONTRACTED SVS	198,160.00	204,160.00	46,903.98	53,103.98	29.75	7,635.58	143,420.44
180	36	63	SUPPLIES AND MATERIALS	357,514.00	360,039.92	18,045.53	39,411.37	42.07	112,052.61	208,575.94
180	36	64	OTHER OPERATING EXPENSES	447,350.00	438,824.08	13,773.67	23,825.65	6.73	5,709.99	409,288.44
180	36	--	COCURR./EXTRACURR.ACTIVITIES	1,092,724.00	1,092,724.00	79,563.31	117,949.92	22.27	125,398.18	849,375.90
51			PLANT MAINTENANCE & OPERATIONS							
180	51	62	PURCHASE & CONTRACTED SVS	1,500.00	1,500.00	70.29	70.29	4.69	0.00	1,429.71
180	51	--	PLANT MAINTENANCE & OPERATIONS	1,500.00	1,500.00	70.29	70.29	4.69	0.00	1,429.71
180	--	--	Expense	1,094,224.00	1,094,224.00	79,633.60	118,020.21	22.25	125,398.18	850,805.61
180	--	--	ATHLETIC DEPARTMENT FUND	-729,221.00	-729,221.00	-68,981.36	-107,364.47	31.92	-125,398.18	-496,458.35

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
198			COVID 19							
E			Expense							
11			INSTRUCTION							
198	11	63	SUPPLIES AND MATERIALS	0.00	135,000.00	16,404.64	16,404.64	13.63	2,000.00	116,595.36
198	11	--	INSTRUCTION	0.00	135,000.00	16,404.64	16,404.64	13.63	2,000.00	116,595.36
34			PUPIL TRANSPORTATION							
198	34	64	OTHER OPERATING EXPENSES	0.00	0.00	1,547.00	1,547.00	0.00	0.00	-1,547.00
198	34	--	PUPIL TRANSPORTATION	0.00	0.00	1,547.00	1,547.00	0.00	0.00	-1,547.00
51			PLANT MAINTENANCE & OPERATIONS							
198	51	62	PURCHASE & CONTRACTED SVS	0.00	0.00	5,994.57	5,994.57	0.00	0.00	-5,994.57
198	51	--	PLANT MAINTENANCE & OPERATIONS	0.00	0.00	5,994.57	5,994.57	0.00	0.00	-5,994.57
198	--	--	Expense	0.00	135,000.00	23,946.21	23,946.21	19.22	2,000.00	109,053.79
198	--	--	COVID 19	0.00	-135,000.00	-23,946.21	-23,946.21	19.22	-2,000.00	-109,053.79

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
199			GENERAL FUND							
R			Revenue							
00										
199	00	57	REVENUE-LOCAL & INTERMED	53,431,917.00	53,431,917.00	168,003.61	342,471.73	0.64	0.00	53,089,445.27
199	00	58	STATE PROGRAM REVENUES	41,331,197.00	41,331,197.00	342,493.09	708,551.95	1.71	0.00	40,622,645.05
199	00	59	FEDERAL PROGRAM REVENUES	1,079,500.00	1,079,500.00	22,373.14	22,556.05	-7.36	-101,977.68	1,158,921.63
199	00	--		95,842,614.00	95,842,614.00	532,869.84	1,073,579.73	1.01	-101,977.68	94,871,011.95
199	--	--	Revenue	95,842,614.00	95,842,614.00	532,869.84	1,073,579.73	1.01	-101,977.68	94,871,011.95

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered	
	FUND	FUNC	OB	OBJ	Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
199				GENERAL FUND							
E				Expense							
11				INSTRUCTION							
199	11	61		PAYROLL COSTS	48,009,003.00	48,961,385.50	459,731.47	809,121.65	1.75	49,295.55	48,102,968.30
199	11	62		PURCHASE & CONTRACTED SVS	760,272.00	783,507.00	34,930.37	42,926.27	57.71	409,260.86	331,319.87
199	11	63		SUPPLIES AND MATERIALS	2,352,296.00	2,346,378.47	204,786.53	337,528.26	45.48	729,658.92	1,279,191.29
199	11	64		OTHER OPERATING EXPENSES	122,119.00	118,381.03	1,347.14	8,347.14	23.88	19,924.00	90,109.89
199	11	66		CPTL OUTLY LAND BLDG & EQUIP	0.00	0.00	0.00	0.00	0.00	5,885.00	-5,885.00
199	11	--		INSTRUCTION	51,243,690.00	52,209,652.00	700,795.51	1,197,923.32	4.62	1,214,024.33	49,797,704.35
12				INST. RESOURCES & MEDIA SVCS							
199	12	61		PAYROLL COSTS	777,937.00	777,937.00	5,377.36	10,754.82	1.38	0.00	767,182.18
199	12	62		PURCHASE & CONTRACTED SVS	1,075.00	1,075.00	0.00	0.00	0.00	0.00	1,075.00
199	12	63		SUPPLIES AND MATERIALS	105,278.00	105,278.00	814.93	814.93	32.37	33,265.27	71,197.80
199	12	64		OTHER OPERATING EXPENSES	2,030.00	2,030.00	0.00	0.00	0.00	0.00	2,030.00
199	12	--		INST. RESOURCES & MEDIA SVCS	886,320.00	886,320.00	6,192.29	11,569.75	5.06	33,265.27	841,484.98
13				CURRICULUM DEV.& INST.STF DEV							
199	13	61		PAYROLL COSTS	905,048.00	920,348.00	73,979.06	97,806.09	10.63	0.00	822,541.91
199	13	62		PURCHASE & CONTRACTED SVS	95,350.00	93,427.00	0.00	5,666.67	74.38	63,822.20	23,938.13
199	13	63		SUPPLIES AND MATERIALS	37,466.00	47,635.00	11,881.20	12,053.19	31.20	2,807.76	32,774.05
199	13	64		OTHER OPERATING EXPENSES	314,509.00	275,001.00	104,812.94	107,937.94	47.31	22,171.05	144,892.01
199	13	--		CURRICULUM DEV.& INST.STF DEV	1,352,373.00	1,336,411.00	190,673.20	223,463.89	23.37	88,801.01	1,024,146.10
21				INSTRUCTIONAL LEADERSHIP							
199	21	61		PAYROLL COSTS	1,089,849.00	1,089,849.00	99,314.88	178,567.41	16.38	0.00	911,281.59
199	21	62		PURCHASE & CONTRACTED SVS	11,931.00	14,811.00	797.10	1,479.10	38.64	4,244.10	9,087.80
199	21	63		SUPPLIES AND MATERIALS	29,766.00	26,886.00	0.00	19.80	5.15	1,365.35	25,500.85
199	21	64		OTHER OPERATING EXPENSES	30,380.00	30,380.00	89.00	779.00	5.91	1,015.00	28,586.00
199	21	--		INSTRUCTIONAL LEADERSHIP	1,161,926.00	1,161,926.00	100,200.98	180,845.31	16.13	6,624.45	974,456.24

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
199	GENERAL FUND									
E	Expense									
23	SCHOOL LEADERSHIP									
199	23	61	PAYROLL COSTS	4,643,329.00	4,643,329.00	331,024.21	486,450.65	10.48	0.00	4,156,878.35
199	23	62	PURCHASE & CONTRACTED SVS	22,900.00	22,900.00	0.00	0.00	94.46	21,630.95	1,269.05
199	23	63	SUPPLIES AND MATERIALS	49,560.00	50,660.00	8,745.14	9,490.68	36.89	9,198.15	31,971.17
199	23	64	OTHER OPERATING EXPENSES	60,180.00	59,080.00	5,400.00	6,088.00	13.72	2,015.00	50,977.00
199	23	--	SCHOOL LEADERSHIP	4,775,969.00	4,775,969.00	345,169.35	502,029.33	11.20	32,844.10	4,241,095.57
31	GUIDANCE & COUNSELING									
199	31	61	PAYROLL COSTS	3,152,456.00	3,152,456.00	196,468.65	240,182.42	7.62	0.00	2,912,273.58
199	31	62	PURCHASE & CONTRACTED SVS	1,500.00	1,500.00	0.00	0.00	66.67	1,000.00	500.00
199	31	63	SUPPLIES AND MATERIALS	53,005.00	53,005.00	223.63	28,972.97	54.97	162.64	23,869.39
199	31	64	OTHER OPERATING EXPENSES	22,160.00	22,160.00	820.00	1,449.00	9.26	602.06	20,108.94
199	31	--	GUIDANCE & COUNSELING	3,229,121.00	3,229,121.00	197,512.28	270,604.39	8.43	1,764.70	2,956,751.91
33	HEALTH SERVICES									
199	33	61	PAYROLL COSTS	1,032,911.00	1,032,911.00	7,704.45	15,152.07	1.47	0.00	1,017,758.93
199	33	62	PURCHASE & CONTRACTED SVS	41,035.00	40,950.00	0.00	0.00	1.88	770.00	40,180.00
199	33	63	SUPPLIES AND MATERIALS	31,823.00	32,308.00	269.60	269.60	18.30	5,641.94	26,396.46
199	33	64	OTHER OPERATING EXPENSES	4,160.00	3,760.00	0.00	0.00	0.00	0.00	3,760.00
199	33	--	HEALTH SERVICES	1,109,929.00	1,109,929.00	7,974.05	15,421.67	1.97	6,411.94	1,088,095.39
34	PUPIL TRANSPORTATION									
199	34	61	PAYROLL COSTS	2,059,632.00	2,059,632.00	57,728.66	105,299.05	5.11	0.00	1,954,332.95
199	34	62	PURCHASE & CONTRACTED SVS	122,500.00	122,500.00	27,695.07	27,720.57	34.29	14,279.31	80,500.12
199	34	63	SUPPLIES AND MATERIALS	589,001.00	589,001.00	44,875.79	54,438.29	12.14	17,088.07	517,474.64
199	34	64	OTHER OPERATING EXPENSES	-291,425.00	-291,425.00	75,867.29	76,309.04	-26.18	0.00	-367,734.04
199	34	66	CPTL OUTLY LAND BLDG & EQUIP	0.00	0.00	394,228.00	394,228.00	0.00	0.00	-394,228.00
199	34	--	PUPIL TRANSPORTATION	2,479,708.00	2,479,708.00	600,394.81	657,994.95	27.80	31,367.38	1,790,345.67

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
FUND	FUNC	OB	OBJ	Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
199			GENERAL FUND							
E			Expense							
36			COCURR./EXTRACURR.ACTIVITIES							
199	36	61	PAYROLL COSTS	2,427,783.00	2,427,783.00	96,850.89	163,914.34	6.75	0.00	2,263,868.66
199	36	62	PURCHASE & CONTRACTED SVS	96,227.00	96,227.00	3,308.86	12,308.86	48.50	34,360.12	49,558.02
199	36	63	SUPPLIES AND MATERIALS	146,579.00	146,579.00	2,013.00	2,097.00	9.43	11,727.81	132,754.19
199	36	64	OTHER OPERATING EXPENSES	577,759.00	577,759.00	1,478.50	2,033.50	7.20	39,558.00	536,167.50
199	36	--	COCURR./EXTRACURR.ACTIVITIES	3,248,348.00	3,248,348.00	103,651.25	180,353.70	8.19	85,645.93	2,982,348.37
41			GENERAL ADMINISTRATION							
199	41	61	PAYROLL COSTS	2,508,518.00	2,508,518.00	208,622.35	420,450.85	16.76	0.00	2,088,067.15
199	41	62	PURCHASE & CONTRACTED SVS	845,746.00	816,742.18	33,833.79	55,864.11	42.99	295,224.51	465,653.56
199	41	63	SUPPLIES AND MATERIALS	116,899.00	137,669.02	28,522.88	30,294.08	33.04	15,192.01	92,182.93
199	41	64	OTHER OPERATING EXPENSES	218,968.00	227,201.80	48,934.60	52,562.60	37.85	33,428.00	141,211.20
199	41	--	GENERAL ADMINISTRATION	3,690,131.00	3,690,131.00	319,913.62	559,171.64	24.47	343,844.52	2,787,114.84
51			PLANT MAINTENANCE & OPERATIONS							
199	51	61	PAYROLL COSTS	4,216,223.00	5,016,223.00	313,831.07	614,575.66	12.25	0.00	4,401,647.34
199	51	62	PURCHASE & CONTRACTED SVS	3,375,670.00	3,406,100.00	246,592.43	288,375.79	19.60	379,294.46	2,738,429.75
199	51	63	SUPPLIES AND MATERIALS	858,255.00	771,795.57	41,551.05	94,616.90	26.76	111,888.60	565,290.07
199	51	64	OTHER OPERATING EXPENSES	882,100.00	925,360.43	745,857.25	753,699.25	89.02	70,015.75	101,645.43
199	51	66	CPTL OUTLY LAND BLDG & EQUIP	0.00	15,469.00	0.00	0.00	100.00	15,468.50	0.50
199	51	--	PLANT MAINTENANCE & OPERATIONS	9,332,248.00	10,134,948.00	1,347,831.80	1,751,267.60	22.97	576,667.31	7,807,013.09
52			SECURITY & MONITORING SERVICES							
199	52	61	PAYROLL COSTS	305,461.00	305,461.00	1,726.63	6,453.28	2.11	0.00	299,007.72
199	52	62	PURCHASE & CONTRACTED SVS	818,425.00	895,113.00	3,617.00	3,629.79	95.92	854,995.21	36,488.00
199	52	63	SUPPLIES AND MATERIALS	155,275.00	106,703.00	35,711.72	37,320.44	47.43	13,286.24	56,096.32
199	52	64	OTHER OPERATING EXPENSES	63,204.00	42,388.00	0.00	0.00	76.35	32,363.00	10,025.00
199	52	--	SECURITY & MONITORING SERVICES	1,342,365.00	1,349,665.00	41,055.35	47,403.51	70.24	900,644.45	401,617.04

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered	
	FUND	FUNC	OB	OBJ	Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
199				GENERAL FUND							
E				Expense							
53				DATA PROCESSING SERVICES							
199	53	61		PAYROLL COSTS	1,314,233.00	1,314,233.00	101,977.92	203,239.15	15.46	0.00	1,110,993.85
199	53	62		PURCHASE & CONTRACTED SVS	58,450.00	77,477.00	7,388.00	11,588.00	68.92	41,808.73	24,080.27
199	53	63		SUPPLIES AND MATERIALS	588,718.00	569,691.00	50,394.00	186,830.65	36.52	21,198.60	361,661.75
199	53	64		OTHER OPERATING EXPENSES	20,035.00	20,035.00	0.00	0.00	31.82	6,375.00	13,660.00
199	53	--		DATA PROCESSING SERVICES	1,981,436.00	1,981,436.00	159,759.92	401,657.80	23.77	69,382.33	1,510,395.87
61				COMMUNITY SERVICES							
199	61	61		PAYROLL COSTS	8,500.00	8,500.00	0.00	0.00	0.00	0.00	8,500.00
199	61	--		COMMUNITY SERVICES	8,500.00	8,500.00	0.00	0.00	0.00	0.00	8,500.00
71				DEBT SERVICES							
199	71	65		DEBT SERVICE	228,602.00	228,602.00	172,719.02	172,719.02	75.55	0.00	55,882.98
199	71	--		DEBT SERVICES	228,602.00	228,602.00	172,719.02	172,719.02	75.55	0.00	55,882.98
95				PYMTS.TO JJAEP PROGRAMS							
199	95	62		PURCHASE & CONTRACTED SVS	60,000.00	60,000.00	0.00	0.00	0.00	0.00	60,000.00
199	95	--		PYMTS.TO JJAEP PROGRAMS	60,000.00	60,000.00	0.00	0.00	0.00	0.00	60,000.00
97				PAYMENTS TO TAX INCREMENT FUND							
199	97	64		OTHER OPERATING EXPENSES	8,200,572.00	8,200,572.00	0.00	0.00	0.00	0.00	8,200,572.00
199	97	--		PAYMENTS TO TAX INCREMENT FUND	8,200,572.00	8,200,572.00	0.00	0.00	0.00	0.00	8,200,572.00
99				Tax Costs							
199	99	62		PURCHASE & CONTRACTED SVS	592,000.00	592,000.00	0.00	0.00	95.18	563,440.02	28,559.98
199	99	--		Tax Costs	592,000.00	592,000.00	0.00	0.00	95.18	563,440.02	28,559.98

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
<u>FUND</u>	<u>FUNC</u>	<u>OB</u>	<u>OBJ</u>							
199			GENERAL FUND							
E			Expense							
00										
199	--	--	Expense	94,923,238.00	96,683,238.00	4,293,843.43	6,172,425.88	10.47	3,954,727.74	86,556,084.38
199	--	--	GENERAL FUND	919,376.00	-840,624.00	-3,760,973.59	-5,098,846.15	1,089.14	-4,056,705.42	8,314,927.57

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
FUND	FUNC	OB	OBJ							
240			FOOD SERVICE							
R			Revenue							
00										
240	00	57	REVENUE-LOCAL & INTERMED	2,438,261.00	2,438,261.00	4,271.82	21,083.55	0.86	0.00	2,417,177.45
240	00	58	STATE PROGRAM REVENUES	11,668.00	11,668.00	0.00	0.00	0.00	0.00	11,668.00
240	00	59	FEDERAL PROGRAM REVENUES	1,428,487.00	1,428,487.00	5,676.53	5,676.53	0.40	0.00	1,422,810.47
240	00	--		3,878,416.00	3,878,416.00	9,948.35	26,760.08	0.69	0.00	3,851,655.92
240	--	--	Revenue	3,878,416.00	3,878,416.00	9,948.35	26,760.08	0.69	0.00	3,851,655.92

Comparison of Revenues and Expenditures to Budget (Date: 8/2020)

FUND	FUNC	OB	OBJ	2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
240			FOOD SERVICE							
E			Expense							
35			FOOD SERVICES							
240	35	61	PAYROLL COSTS	24,000.00	24,000.00	2,239.66	2,239.66	9.33	0.00	21,760.34
240	35	62	PURCHASE & CONTRACTED SVS	3,385,583.00	3,385,583.00	72,663.56	72,663.56	2.17	729.46	3,312,189.98
240	35	63	SUPPLIES AND MATERIALS	220,000.00	220,000.00	15,274.69	15,274.69	34.72	61,115.01	143,610.30
240	35	64	OTHER OPERATING EXPENSES	3,500.00	3,500.00	225.00	483.00	90.94	2,700.00	317.00
240	35	--	FOOD SERVICES	3,633,083.00	3,633,083.00	90,402.91	90,660.91	4.27	64,544.47	3,477,877.62
51			PLANT MAINTENANCE & OPERATIONS							
240	51	61	PAYROLL COSTS	7,100.00	7,100.00	0.00	0.00	0.00	0.00	7,100.00
240	51	62	PURCHASE & CONTRACTED SVS	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00
240	51	--	PLANT MAINTENANCE & OPERATIONS	57,100.00	57,100.00	0.00	0.00	0.00	0.00	57,100.00
240	--	--	Expense	3,690,183.00	3,690,183.00	90,402.91	90,660.91	4.21	64,544.47	3,534,977.62
240	--	--	FOOD SERVICE	188,233.00	188,233.00	-80,454.56	-63,900.83	-68.24	-64,544.47	316,678.30

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
FUND	FUNC	OB	OBJ							
599			DEBT SERVICE							
R			Revenue							
00										
599	00	57	REVENUE-LOCAL & INTERMED	28,229,986.00	28,229,986.00	41,876.76	111,349.53	0.39	0.00	28,118,636.47
599	00	58	STATE PROGRAM REVENUES	407,464.00	407,464.00	0.00	0.00	0.00	0.00	407,464.00
599	00	79	OTHER RESOURCES	0.00	0.00	32,894,769.60	32,894,769.60	0.00	0.00	-32,894,769.60
599	00	--		28,637,450.00	28,637,450.00	32,936,646.36	33,006,119.13	115.26	0.00	-4,368,669.13
599	--	--	Revenue	28,637,450.00	28,637,450.00	32,936,646.36	33,006,119.13	115.26	0.00	-4,368,669.13

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
				Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
599			DEBT SERVICE							
E			Expense							
00										
599	00	89	OTHER USES	2,293,302.00	2,293,302.00	0.00	0.00	0.00	0.00	2,293,302.00
599	00	--		2,293,302.00	2,293,302.00	0.00	0.00	0.00	0.00	2,293,302.00
71			DEBT SERVICES							
599	71	65	DEBT SERVICE	26,344,148.00	26,344,148.00	40,542,174.93	41,409,212.43	157.22	10,000.00	-15,075,064.43
599	71	--	DEBT SERVICES	26,344,148.00	26,344,148.00	40,542,174.93	41,409,212.43	157.22	10,000.00	-15,075,064.43
599	--	--	Expense	28,637,450.00	28,637,450.00	40,542,174.93	41,409,212.43	144.63	10,000.00	-12,781,762.43
599	--	--	DEBT SERVICE	0.00	0.00	-7,605,528.57	-8,403,093.30	0.00	-10,000.00	8,413,093.30

				2020-21	2020-21	August 2020-21	2020-21	2020-21	Encumbered	Unencumbered
FUND	FUNC	OB	OBJ	Original Budget	Revised Budget	Monthly Activity	FYTD Activity	FYTD %	Amount	Balance
			Grand Revenue Totals	128,813,785.00	128,813,785.00	33,491,128.84	34,119,169.77	26.41	-101,977.68	94,796,592.91
			Grand Expense Totals	128,625,552.00	130,520,552.00	45,037,963.99	47,826,960.12	39.83	4,162,691.32	78,530,900.56
			Grand Totals	188,233.00	1,706,767.00	11,546,835.15	13,707,790.35	803.14	4,264,669.00	16,265,692.35
			Profit		Loss	Loss	Loss		Loss	Profit

Number of Accounts: 4289

***** End of report *****

Projected Capital Project Needs
As of October 21, 2019
Fund Balance Report

	2016 Bonds	General Fund Balance-Assigned for Construction	Nonspendable Fund Balance for Inventories and Prepaid Items	Committed Fund Balance for Capital Expenditures & Equipment	Unassigned Fund Balance	Total Fund Balance
Remaining Lease Payment				\$ 1,534,298 ^		
Current Year Capital Expenditures and Equipment				\$ 1,633,590 ~		
Audited June 30, 2019 Balance	\$ 65,093,424	\$ 10,000,000	\$ 93,121	\$ 3,167,888	\$ 18,632,523	\$ 31,893,532
July and August Interest Revenue	\$ 270,144					
July and August Expenses	(4,919,938)					
	(4,649,794)	-	-	-	-	-
Estimated Balances as of October 21, 2019	\$ 60,443,630	\$ 10,000,000	\$ 93,121	\$ 3,167,888	\$ 18,632,523	\$ 31,893,532
Other Proposed Projects for Transportation, Athletics, Maintenance and Technology (Replacement Schedules)						
Fiscal Year 2020-21					5,394,086	5,394,086
Fiscal Year 2021-22					1,176,361	1,176,361
Fiscal Year 2022-23					3,932,108	3,932,108
Fiscal Year 2023-24					526,463	526,463
Total Est. Project Costs Fiscal Years 2019-2024		-	-	-	11,029,018	11,029,018
Estimated Balances as of June 30, 2024		\$ 10,000,000	\$ 93,121	\$ 3,167,888	\$ 7,603,505	\$ 20,864,514

Recommendations for 2019-20 capital projects from Fund Balance

Transportation per replacement schedule	\$ 339,000
Addition of Activity Bus/Buses/SUVs for Extra Curricular trips (Budgeted)	-
Band Instruments per replacement schedule	133,840
Athletics per replacement schedule (Budgeted)	-
Maintenance per replacement schedule	960,750
Technology per replacement schedule	200,000
Total Estimated Capital Projects	\$ 1,633,590 ~

Apple Lease Payments Committed to be Paid from Fund Balance if Necessary

Fiscal Year 20-21	\$ 1,534,298
	\$ 1,534,298 ^

FIRST FINANCIAL BANK

August 2020 Statement

Page 1 of 3

Open Date: 07/04/2020 Closing Date: 08/04/2020

Account:



Visa® Community Card
MIDLOTHIAN IDS

Cardmember Service
BUS 30 ELN 8

1-866-552-8855
2

New Balance \$334.89
Minimum Payment Due \$334.89
Payment Due Date 09/01/2020

Late Payment Warning: As a reminder, your card is a pay in full product. If we do not receive your payment in full by the date listed above, a fee of either 3.00% of the payment due or \$39.00 minimum, whichever is greater, will apply.

Activity Summary

Previous Balance	+	\$51.25
Payments	-	\$51.25CR
Other Credits		\$0.00
Purchases	+	\$334.89
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$334.89
Past Due		\$0.00
Minimum Payment Due		\$334.89
Credit Line		\$20,000.00
Available Credit		\$19,665.11
Days in Billing Period		32

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 002079425

FIRST FINANCIAL BANK

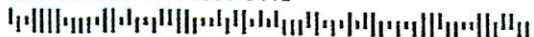
0047985100666022160000334890000334890

24-Hour Cardmember Service: 1-866-552-8855

☎ to pay by phone
☎ to change your address

000006366 01 SP 000638538340513 P Y

MIDLOTHIAN IDS
ACCOUNTS PAYABLE
100 WALTER STEPHENSON RD
MIDLOTHIAN TX 76065-3418



Account Number	
Payment Due Date	9/01/2020
New Balance	\$334.89
Minimum Payment Due	\$334.89

Amount Enclosed \$ _____

Cardmember Service

P.O. Box 790408
St. Louis, MO 63179-0408



August 2020 Statement 07/04/2020 - 08/04/2020

Page 2 of 3

MIDLOTHIAN IDS

Cardmember Service

1-866-552-8855

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Speed through checkout with the added security and convenience of PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

Transactions NORRIS, JAMES T. Credit Limit \$20000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
07/09	07/08	0208	TX HHSC CCL FEE EGOV.COM TX	\$36.04	1
07/22	07/21	1778	UKRAMEDIA 7043405703 NC	\$134.99	2
07/31	07/30	0184	TX HHSC CCL FEE EGOV.COM TX	\$163.86	3
Total for Account				\$334.89	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
07/27	07/24	0022	PAYMENT THANK YOU	\$51.25CR	
Total for Account				\$51.25CR	

2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$0.00
Total Interest Charged in 2020	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00		\$0.00	0.00%	
**PURCHASES	\$334.89	\$0.00		\$0.00	0.00%	
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%	

Aug-20	DATE	VENDOR	ORGANIZATION	DESCRIPTION	ACCOUNT	AMOUNT	
	9-Jul	TX HHSC CCL FEE	DOOLEY - CHILDCARE	APPLICATION FEE	499.61.6499.00.880.0.99.000	36.04	1
	22-Jul	UKRAMEDIA	BLAND - STADIUM	ONLINE FEE	199.51.6398.00.851.0.99.075	134.99	2
	31-Jul	TX HHSC CCL FEE	DOOLEY - CHILDCARE	LICENSING FEE	499.61.6499.00.880.0.99.000	163.86	3
						334.89	

Midlothian ISD
Bond Expenditures Update
As of August 31, 2020

Bond Election	Project	Original Budget	Revised Budget	Expenditures	Committed	Earned Interest	Available Funds
Nov 2016							
<u>Fund 694</u>	HVAC Replacement						
	Longbranch Elementary	\$ 1,300,000	\$ 1,690,354	\$ 1,690,354	\$ -		\$ (0)
	Mt. Peak Elementary	\$ 1,300,000	\$ 1,737,819	\$ 1,737,819	\$ -		\$ 0
	MISD Auxiliary Facility	\$ 400,000	\$ 443,981	\$ 443,982	\$ -		\$ (0)
	Vitovsky Elementary		\$ 2,609,952	\$ 2,193,741	\$ 353,004		\$ 63,207
	Irvin Elementary Rebuild	\$ 28,000,000	\$ 24,027,412	\$ 23,832,445	\$ 194,967		\$ 0.00
	Land Purchase		\$ 919,956	\$ 919,956			\$ -
	Technology Upgrades	\$ 18,000,000	\$ 18,000,000	\$ 14,174,128	\$ 1,000,332		\$ 2,825,539
	Dieterich Middle School (MS #3)	\$ 67,000,000	\$ 59,685,080	\$ 53,007,136.48	\$ 6,660,784		\$ 17,159
	Renovate MS Playing Fields						
	Frank Seale MS	\$ 2,000,000	\$ 1,904,176	\$ 1,904,176	\$ -		\$ (0.00)
	Walnut Grove MS	\$ 2,000,000	\$ 1,588,827	\$ 1,588,827	\$ -		\$ 0.00
	MHS Baseball/Softball/Tennis/FH	\$ 6,000,000	\$ 12,614,393	\$ 12,614,393	\$ -		\$ -
	Land Purchase		\$ 919,956	\$ 919,956			\$ -
	Roesler Fieldhouse / Fields	\$ 25,000,000	\$ 15,207,500	\$ 14,996,821	\$ 65,672		\$ 145,007
	Renovations to Existing Campuses	\$ 10,000,000	\$ -		\$ -		\$ -
	Baxter Elementary		\$ 1,067,118	\$ 1,067,118	\$ -		\$ -
	Longbranch Elementary		\$ 772,039	\$ 772,039	\$ -		\$ -
	Mt. Peak Elementary		\$ 774,701	\$ 774,701	\$ -		\$ -
	Vitovsky Elementary		\$ 766,564	\$ 766,564	\$ -		\$ -
	Miller Elementary		\$ 747,959	\$ 747,959	\$ -		\$ 0.00
	Frank Seale Middle School		\$ 1,177,790	\$ 1,177,790	\$ -		\$ -
	Walnut Grove Middle School		\$ 1,179,463	\$ 1,175,699	\$ 3,764		\$ (0.00)
	Midlothian High School		\$ 2,406,942	\$ 2,041,599	\$ 365,343		\$ 0.00
	Heritage High School		\$ 11,880	\$ 11,880	\$ -		\$ -
	MHS Auditorium		\$ 934,958	\$ 461,882	\$ 465,520		\$ 7,556
	Roof Replacement						
	Longbranch Elementary	\$ 500,000	\$ 350,031	\$ 350,031	\$ -		\$ -
	Mt. Peak Elementary	\$ 500,000	\$ 350,031	\$ 350,031	\$ -		\$ -
	Vitovsky Elementary	\$ -	\$ 349,902	\$ 349,902	\$ -		\$ -
	MILE & Jenkins (Irvin Renovations)	\$ 2,000,000	\$ 5,400,000	\$ 5,135,616	\$ 264,384		\$ 0.00
	Randall Hill Support Center (Jenkins)	\$ 1,000,000	\$ 2,000,000	\$ 62,338	\$ 119,828		\$ 1,817,835
	Elementary #8	\$ 32,000,000	\$ 30,000,000	\$ 99,654	\$ 1,274,770		\$ 28,625,576
	Multi-Purpose Stadium	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -		\$ 3,000,000
	Heritage HS Additions	\$ 68,000,000	\$ 63,659,470	\$ 3,010,551	\$ 54,467,477		\$ 6,181,442
	Land - School Sites	\$ -	\$ 316,311	\$ 316,311	\$ -		\$ (0)
	Special Projects/Paid by Interest						
	Longbranch Elementary Parking		\$ 787,119.97	\$ 787,120	\$ -		\$ -
	Mt. Peak Elementary Parking		\$ 525,366.93	\$ 525,367	\$ -		\$ 0
	Baxter Video Marquee		\$ 34,064.34	\$ 34,064	\$ -		\$ -
	Vitovsky Video Marquee		\$ 35,264.34	\$ 35,264	\$ -		\$ -
	MISD Stadium Concessions		\$ 62,287.30	\$ 62,287	\$ -		\$ -
	FSMS Bus Drive		\$ 180,993.69	\$ 180,994	\$ -		\$ -
	Unallocated	\$ -	\$ 11,385,433	\$ -	\$ -	\$ -	\$ 11,385,433
	Earned Interest	\$ -	\$ (1,625,097)	\$ -	\$ -	\$ 4,632,966	\$ 3,007,870
Total		\$ 268,000,000	\$ 268,000,000	\$ 150,320,497.23	\$ 65,235,844.19	\$ 4,632,966	\$ 57,076,625

Cash Recap	Sources	Expenditures	Earned Interest
2017-A Bonds	\$ 28,000,000		
2017-B Bonds	\$ 40,000,000		
2018 Bonds	\$ 80,000,000		
2020 Bonds	\$ 120,000,000		
Totals	\$ 268,000,000	\$ 150,320,497	\$ 4,632,966.23
		Cash Balance	\$ 122,312,469
		TexPool Balance	\$ 122,312,467