

Regular Action Meeting
Monday, March 7, 2022 6:30 PM

Education Support Center
2218 FM 517
Dickinson, TX 77539

Agenda

1. Roll Call, Establish Quorum, Welcome Visitors
2. Pledge of Allegiance to the American and Texas Flags
Pledge Leaders: Camille Bones, Sophia Marcciana, & Luke Valdez - CRES
3. Recognitions
 - 3.A. Hero in Action Award
 - 3.B. Big Impact Award
 - 3.C. US News Best Schools Award CRES
 - 3.D. CAS Scholarship
 - 3.E. DHS Diver
 - 3.F. KJHS Cheer
 - 3.G. Junior High One Act Play (OAP)
4. Public Comment: Agenda Items
5. Open Forum: Non agenda Items
6. NOAA Ocean Guardian School Grant Presentation
7. Closed Executive Session
 - 7.A. Section 551.074 - Resignations, Retirements, New Hires
8. Action on Closed Executive Session Items
 - 8.A. Consider Approval of Resignations, Retirements, New Hires
9. Portable Building Purchase
10. Portable Building Ramps, Awnings, and Connectivity
11. Resolution for the Defeasance and Redemption of Bonds
12. Technology Device Purchase (ESSER)
13. Action Items
 - 13.A. Authorize and Engage District Auditor
 - 13.B. Certification of Unopposed Candidates for May 7, 2022 Board of Trustees Election
 - 13.C. Consent Agenda Items
14. Adjournment

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: March 7, 2022

Item Title: Hero in Action Award

Agenda Item: Tammy Dowdy

Background Information:

On the afternoon of February 23, Bus 1702 was delivering Lobit Middle School students home from school in the Bayou Lakes subdivision when the bus driver and students started smelling smoke. The driver quickly stopped the bus and calmly proceeded to evacuate the students off the bus. After all students were off the bus and students were a safe distance away, the driver went back to the bus to double check and make sure all students were off and continue to follow emergency protocols. Smoke started filling the bus and the driver used a fire extinguisher to target the flames that appeared near the front of the bus. This action gave the fire department a precious few more minutes to arrive at the bus and keep the fire contained just to the bus.

Our bus drivers are trained annually for these situations and this bus driver executed everything he had learned to keep the students on his bus safe, secure and calm while responding to the emergency. What could have been an unimaginable tragedy was avoided thanks to the quick thinking and dedication of this bus driver.

For all of these reasons, we are proud to announce that Bus 1702 Driver **Patrick Rogers** is the first recipient of a newly created award in Dickinson ISD – the Hero in Action Award. We cannot thank him enough for ensuring the protection and safety of the Bus 1702 students.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA ITEM

Meeting Date: March 7, 2022

Item Title: Big Impact Award

Agenda Item: Kimberly Rich

Background Information:

The Big Impact Award is an employee recognition award given once per month to individuals who make an impact by going above and beyond the call of duty. Honorees are nominated by peers, supervisors, or community members.

Big Impact Award Honorees exemplify these attributes:

1. Provides outstanding service to others
2. Assists others beyond normal expectations
3. Creates a positive impression of their department
4. Sacrifices their time and energy for the "Gator" good
5. Acts with honesty and integrity at all times

Christina Burkhardt, Instructional Interventionist, San Leon Elementary School

- Mrs. Burkhardt is one of our academic coaches. She goes above and beyond to make sure students receive accommodations and assists teachers in contacting parents. She explains the process for special education testing very well to parents and teachers so that everyone knows and understands what needs to be done. She is great in helping teachers with ideas on interventions so that all students' needs are met.
- Christina Burkhardt is an amazing Intervention Specialist. Daily she has gone over and beyond in her leadership role over the last 16 years in Dickinson ISD. I have witnessed her tireless efforts to not only uplift others, but to coach through difficult times with exhausted teachers. Tina has no idea the impact that she has on other teachers and students here at San Leon Elementary. She doesn't use her gift of service for recognition, it just comes naturally that others seek her out for guidance. Tina's social emotional connections with struggling students and her ability to help them find their words to communicate during their most frustrating of times is extraordinary. She also invests time cultivating strong bonds with the parents of struggling students by building trust and mutual respect. When I think of "Big Impact", Christina Burkhardt deserves to be recognized for her admirable dedication to our students, teachers, and parents.

Grace is demonstrating patience and compassion for those who may not yet understand as you do, and I think that is one of Tina's greatest qualities as a leader.

- Christina is an instructional specialist on our campus. She works with kinder, 1st and 2nd graders. She keeps up with her case load, helps support teachers, maintains contact with parents and lets them know when their child is struggling or making great progress. She also helps the teachers with monitoring and documentation. She is a tremendous asset to our campus, our teachers, our students, and our parents.

Mariah Salas, Secretary, KE Little Elementary School

- Mariah started a new position at KE Little and is rocking it as the school secretary! She is doing amazing work at KELES.
- Mariah is a very hard-working young lady. Not only is she a mother of five, but she also goes to school online at night and has taken on the secretary job at KE Little. She is doing an amazing job. Stepping in wherever she is needed. She bends over backwards for others to keep things running smoothly. She keeps her work up to par. Visiting with her students from last year to keep that relationship going. She is a multitasker and does her job with respect for others. She should be very proud of herself because I am.
- Mariah has held several different positions at KE Little but has flourished and excelled in her current position as secretary. Not only is she the best secretary, but she is also a full-time mom and college student. She goes above and beyond to help create a successful learning environment for students and a fun and supportive workplace for staff members. She always makes a point to create relationships with staff and students, and because of that she knows everyone and knows how to provide them with the best support. We are more than thankful to have Mariah, because just like her favorite Journey song, we will never "stop believing" in her!

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: March 7, 2022

Item Title: U.S. News and World Report Best School Badge

Agenda Item: Tammy Dowdy

Background Information:

The U.S. News and World Report recently published its' first-ever rankings of public schools. We are proud to announce that Calder Road Elementary earned a Best Elementary Schools badge. They received this recognition because they placed among the top 30 percent in the state.

For each state, schools were assessed on student performance in math and reading, as measured by state assessments. Half of the ranking formula was the results themselves; the other half was the results in the context of socioeconomic demographics. U.S. News calculated rankings for more than 47,000 public elementary schools and more than 23,000 public middle schools. Top-ranked schools succeeded in educating all of their students.

Representing Calder Road Elementary is Principal Sophia Acevedo and several members of the Calder Road team.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: March 7, 2022

Item Title: CAS Scholarship Award

Agenda Item: Tammy Dowdy

Background Information:

CAS – Claims Administrative Services, Inc. is presenting Dickinson ISD with the Annie Ozella Jones Memorial Scholarship for the district’s dedication to safety. This is the second year in a row for the Dickinson ISD Human Resources Department to be presented with this award. The selection is based on the district’s safety performance and participation in the Texas Educational Insurance Association worker’s compensation program and for setting the example for all Texas school districts in providing a safe work environment for all the district’s employees.

The \$500 scholarship is to be awarded to a student of the district’s choice, with the criterion that the scholarship be used to attend an accredited institution of higher learning, whether vocational or college.

CAS currently provides workers’ compensation programs to over 430 schools and community colleges in the state of Texas with the same dedication to safety for all districts. Since CAS began providing these programs in 1990, the partnership with Texas school districts has avoided over 71,413 accidents and saved Texas schools and community colleges over \$602,647,986.

Accepting the award are Kim Rich, Executive Director of Human Resources; Lily Galindo, Benefits/Risk Management Coordinator; and Dominique Ameigh, Benefits Specialist.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: March 7, 2022

Item Title: DHS Diver

Agenda Item: Tammy Dowdy

Background Information:

Dickinson High School junior **Justin Heard** had an impressive season this year at UIL diving competition. He earned First Place in District, First Place in Region and 13th Place at the State Meet. In addition, Justin was named one of the top 100 divers in the nation in 2021, which earned him the title of All-American Diver. His performance at UIL competition this year has also qualified him to apply for the All-American title again this summer.

The DHS Swimming and Diving program is led by **Jason Lind-Olson**.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: March 7, 2022

Item Title: Kranz Cheerleaders

Agenda Item: Tammy Dowdy

Background Information:

The Kranz Junior High Cheerleaders are National Champions after competing in the two-day Cheer America National Competition at Moody Gardens in February. The cheerleaders won first place overall in their division, taking home the Junior High National title. They also won a specialty award for best jumps out of all of the schools competing, beating out not only junior high teams, but high school teams as well.

Members of the Kranz Junior High Cheerleading Team include:

**Destiny Cervantes
Kennedi Curry
Natalie Dale
Kailey Gould
Zaydah Guzman
Emily Johnson**

**Chelsee Meyers
Mya Moore
Carter Murphy
Suriya Simmons
Maci Soto
Alessa Waidner**

The team is led by Cheerleading Sponsor **Kelsey Hardage**.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA ITEM**

Meeting Date: March 7, 2022
Item Title: Junior High One Act Play Honorees
Agenda Item: Tammy Dowdy

Background Information:

The One Act Play cast and crew at Kranz Junior High and McAdams Junior High were recently awarded for their performances at Zone and District UIL One Act Play Contest.

Kranz Junior High

The Kranz Junior High One-Act Play earned Second Place at Zone B Contest and advanced to the District Contest where they also earned Second Place. Several students earned individual honors for their performances at both contests.

Megan Adams	Zone Honorable Mention All Star Cast
Luke Barajaz	Zone All Star Cast, District Honorable Mention All Star Cast
Olivia Cantu	Zone Honorable Mention All Star Cast
Kaylee Curry	Zone Honorable Mention All Star Cast
Jordan Emmitte	Zone Best Performer, District All Star Cast
Braxton Golden	Zone Honorable Mention All Star Cast
Abigail Goodrum	Zone Honorable Mention All Star Cast
Mollie Harmon	Zone Honorable Mention All Star Cast
Layne Mashburn	Zone All Star Cast, District Honorable Mention All Star Cast
Salus Mason	Zone Honorable Mention All Star Cast
Anaya O'Day	District Honorable Mention Best Technician
Abigail Onukiavage	Zone Honorable Mention All Star Cast
Caris Reyes	Zone Honorable Mention All Star Cast
Ruthie Rutovic	Zone Honorable Mention All Star Cast
Veda Thomas	Zone Best Technician
Briley Valencia	Zone Honorable Mention All Star Cast

Also contributing to the success of the One Act Play were **Jazmin Espino** and **A'reiya Fontenette**. The Kranz One Act Play was led by Director **Kyle Crawford**.

McAdams Junior High

The McAdams Junior High One-Act Play earned Second Place at Zone A Contest and advanced to the District Contest where they earned Fourth Place. Several students earned individual honors for their performances at both contests.

Adam Aldrete	Zone Best Technician Award
Kaydence Austin	Zone All-Star Cast
Joshua Bishop	District All-Star Cast
Annie Calzoncit	Zone Best Performer Overall and District All-Star Cast
Bryce Frugia	Zone Honorable Mention All-Star Cast
Abby Grice	District Honorable Mention All-Star Cast
Avril Huerta	Zone and District Honorable Mention All-Star Cast
Dereon Jones	Zone Honorable Mention All-Star Cast
Douglas Sherk	District Best Technician
Haden Sumrall	Zone Honorable Mention All-Star Cast

Also contributing to the success of the One Act Play were **Leslie Alarcon, Jose Az, Miguel Az, Chance Beacom, Marcus Canales, Delila Garcia, Jacob Goodwill, Brandon Harper, D’Isianae Hendersen, Owen Hood, Emilio Martinez, Ben McCain, Gracie Morgan, Ethan Rendon-Garcia, Carter Singletary, and Lizette Soria.**

The McAdams One Act Play was led by Director **Tara Jones.**

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Item Title: Public Comment: Agenda Items

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening regarding agenda items per HB 2840. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Open Forum

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received. Each will be limited to no more than three minutes. No one may begin addressing the Board thirty minutes from this time.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: March 7, 2022
Item Title: NOAA Ocean Guardian School Grant Student Presentation
Agenda Item: Dr. Billye Smith

Background Information:

As part of the NOAA Ocean Guardian School grant for the 4th year, Aquatics students have to make presentations for the greater Dickinson community. They have to discuss the impacts of marine debris and plastics on our environment, the benefits of the NOAA grants, and what they have been doing on campus to lessen our impacts.

Recommendation:
Presentation.

Action Item: _____ Yes_ _____ No

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: March 7, 2022

Item Title: Personnel Action

- Employment
- Resignations/Retirement

Agenda Item: Kimberly Rich

- We have eighteen (18) resignations: four (4) Teachers at K.E. Little Elementary, one (1) Teacher at Lobit Elementary, one (1) Teacher at Bay Colony Elementary, one (1) Teacher at Dunbar Middle School, one (1) Counselor at McAdams Junior High, nine (9) Teachers at Dickinson High School, one (1) LSSP Intern in Special Programs.
- We have two (2) retirements: one (1) Teacher at Kranz Junior High, one (1) at Dickinson High School.

Recommendation:

The Superintendent recommends the employment and ratification of the resignations/retirement of the above personnel.

Action Item: Yes _____ No

Motion made by _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: March 7, 2022

Item Title: Portable Building Purchase

Agenda Item: Carla Voelkel

Background Information:

We are being affected by enrollment growth throughout the district, especially at Dickinson High School, Dunbar Middle School, and Lobit Elementary. We have explored several options for additional class space and we believe portable buildings are our most economical option and the only option available for the beginning of school in August 2022. We looked at new portables and refurbished portables.

New portables which include two classrooms are approximately \$106,000 each for a cost of \$636,000. Refurbished portables which include two classrooms are considerably less and we believe are the best value for the District. We looked at several refurbished portables with our staff from O&F and have identified portables that will work for us. The cost of these portables is \$350,164. This price includes blocking, leveling, delivery and skirting. The portables are 24x64. Mobile Modular is located in Pasadena and is a Buyboard co-op member. Ramping, awning, data, power, etc. would be provided by Brown and Root Construction and we will discuss that with you on another agenda item. The funding source would be General Fund.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations, and Executive Director of Facility Planning recommend approving the purchase of 6 portable building from Mobile Modular for \$355,164 which includes a \$5,000 contingency.

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: March 7, 2022

Item Title: Portable Building Ramps, Awnings and Connectivity

Agenda Item: Ryan Boone

Background Information:

As we discussed in the previous agenda item, if you approve the purchase of 6 portables we would need to contract with Brown and Root to make the buildings operational. This would include ramps, awnings, data and power connections.

We have used Brown and Root on numerous projects throughout the District and they have done very good work for us. We would contract with them through a Job Order Contract administered by a co-op.

We are currently working on pricing but do not have it at this time. We will present the cost and discuss with the board at the meeting.

The funding would come from General Fund.

Recommendation:

We will discuss with the Board at the meeting.

Action Item: X Yes No

Motion made by _____ seconded by _____ vote _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: March 7, 2021

Item Title: Resolution for the Defeasance and Redemption of Bonds

Agenda Item: Ryan Boone

Background Information:

After discussions with our financial advisor, Terrell Palmer, we believe it is beneficial for the District to issue a resolution for the defeasance and redemption of bonds. Attached is the following:

“CERTIFICATE FOR RESOLUTUION AUTHORIZING THE DEFEASANCE AND REDEMPTION OF BONDS”

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations and Executive Director of Business Services recommend approval.

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote** _____

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned Secretary of the Board of Trustees of Dickinson Independent School District, do hereby certify as follows:

Section 1. The Board of Trustees (the “Board”) of Dickinson Independent School District convened in a regular meeting on the 7th day of March, 2022, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Section 2. The Board of Trustees of the District now consists of the following members:

- | | |
|-------------------|----------------|
| Corey Magliolo | President |
| Jessica Rodriguez | Vice President |
| Veanna Veasey | Secretary |
| Mary Anthamatten | Trustee |
| Mike Mackey | Trustee |
| Jeff Pittman | Trustee |
| Fritzie Samford | Trustee |

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

RESOLUTION AUTHORIZING THE DEFEASANCE AND REDEMPTION OF BONDS

was duly introduced for the consideration of such Board. After presentation and due consideration, it was then duly moved and seconded that such resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of such resolution, prevailed and carried by the following vote:

AYES _ NAYS _ ABSTAIN _

Section 3. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that such resolution has been duly recorded in the Board’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board’s minutes of such meeting pertaining to the adoption of such resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 7th day of March, 2022.

Secretary, Board of Trustees

(SEAL)

RESOLUTION AUTHORIZING THE DEFEASANCE AND REDEMPTION OF BONDS

WHEREAS, the Board of Trustees (the “Board”) of the Dickinson Independent School District (the “District”) has previously issued and there are now outstanding bonds of the District; and

WHEREAS, the District desires to call for redemption all or a portion of the District’s outstanding bonds identified in Exhibit A attached hereto, as further identified by the Authorized Officer (as defined herein), and to defease such bonds (the “Defeased Bonds”) to their redemption date; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the District to accomplish such defeasance and redemption by depositing directly with a paying agent for the Defeased Bonds or other qualified escrow agent available funds of the District in an amount sufficient to provide for the payment and redemption of the Defeased 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 Defeased Bonds; and

WHEREAS, upon such deposit, the Defeased Bonds shall no longer be regarded as being outstanding and the pledges, liens, trusts, and all other covenants, provisions, terms, and conditions of the order(s) authorizing the issuance of the Defeased Bonds shall be, with respect to the Defeased Bonds, discharged and terminated;

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

Section 1. The Board declares its intent to defease and redeem the Defeased Bonds and authorizes and directs the President of the Board, the Superintendent or the Chief Financial Officer (each an “Authorized Officer”) determine the timing and to identify the specific amount of bonds to be defeased and redeemed and further directs the Authorized Officers and any other employees and agents of the District to take such actions and provide such notices as may be required and necessary to effectuate such defeasance and redemption. The Board hereby authorizes the deposit of surplus debt service funds of the District with Computershare Trust Company, N.A. (the “Escrow Agent”) in an amount, not to exceed \$3,000,000, sufficient to defease the Defeased Bonds to their redemption date.

Section 2. The discharge and defeasance of the Defeased Bonds shall be effectuated pursuant to the terms and provisions of an escrow agreement (the “Escrow Agreement”) in substantially the form attached hereto as Exhibit B, to be entered into by and between the District and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the District by its Financial Advisor, which shall be certified as to mathematical accuracy by the report of a verification agent (the “Report”), (b) to maximize the District’s present value savings and/or to minimize the District’s costs of defeasing the Defeased Bonds, (c) to comply with all applicable laws and regulations relating to the defeasance of the Defeased Bonds and (d) to carry out the other intents and purposes of this Resolution, and the Authorized Officer, the

President or Vice President of the Board is hereby authorized to execute and deliver such Escrow Agreement on behalf of the District in multiple counterparts and the Secretary or the Assistant Secretary of the Board is hereby authorized to attest thereto and affix the District's seal.

Section 3. The Defeased Bonds shall be paid on their respective redemption dates, as set forth in Exhibit A. Any Defeased Bonds to be defeased prior to stated maturity date are hereby called for redemption on the redemption dates shown on Exhibit A attached hereto. The District authorizes and directs notice of such redemption to be given in accordance with the order authorizing the issuance of the Defeased Bonds.

Section 4. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the President, Vice President or Secretary of the Board, the Superintendent, the Chief Financial Officer, and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

Section 5. An Authorized Officer is hereby authorized to appoint a qualified verification agent (the "Verification Agent") to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Defeased Bonds and to verify other matters related to the defeasance, to the extent such appointment is necessary or desired.

Section 6. The Board hereby approves the filing of a material event notice in accordance with the Securities and Exchange Commission's Rule 15(c)2-12 and the continuing disclosure undertakings set forth in the order(s) authorizing the issuance of the Defeased Bonds.

Section 7. The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District's Bond Counsel, the District's Financial Advisor, the Escrow Agent, the Verification Agent, the paying agent/registrar for the Defeased Bonds, respectively, and any other party whose services have been determined by the District to be necessary to accomplish the purpose and intent of this Resolution.

Section 8. Each Authorized Officer and officer of the Board is authorized to evidence adoption of this Resolution and to do any and all things necessary or convenient to effect the defeasance and redemption described herein and otherwise give effect to the intent and purpose hereof.

* * * *

[Signature page follows]

PASSED AND APPROVED this 7th day of March, 2022.

President, Board of Trustees
Dickinson Independent School District

ATTEST:

Secretary, Board of Trustees
Dickinson Independent School District

EXHIBIT A

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Unlimited Tax Refunding Bonds, Series 2013:					
SERIAL	02/15/2028	5.000%	535,000.00	02/15/2023	100.000
	02/15/2029	5.000%	1,200,000.00	02/15/2023	100.000
	02/15/2030	5.000%	1,265,000.00	02/15/2023	100.000
			3,000,000.00		

EXHIBIT B

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”), dated _____, 2022, but effective as of the Escrow Funding Date (defined below), is made and entered into by and between the DICKINSON INDEPENDENT SCHOOL DISTRICT, an independent school district duly created, organized and existing under the Constitution and laws of the State of Texas (together with any successor to its duties and functions, the “District”), and Computershare Trust Company, N.A., as escrow agent (together with any successor or assign in such capacity, the “Escrow Agent”).

WHEREAS, the District has heretofore issued certain bonds (hereinafter defined as the “Bonds”) and the governing body of the District has determined that it desires to defease and redeem a portion of the Bonds in advance of their stated maturity;

WHEREAS, the governing body of the District has adopted a resolution (the “Resolution”) authorizing the defeasance and redemption of certain of the Bonds identified in the Report (defined herein) (the “Defeased Bonds”);

WHEREAS, to provide for the payment of the Defeased Bonds, the District has provided for the transfer to the Escrow Agent pursuant to this Escrow Agreement of lawfully available funds for such purpose (the “Escrow Deposit”); and

WHEREAS, the governing body of the District has further determined to effectuate the defeasance of the Defeased Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the Escrow Deposit so as to provide firm banking and financial arrangements for the discharge and final payment of the Defeased Bonds pursuant to Sections 1207.033 and 1207.062, Texas Government Code.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Defeased Bonds, the District and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

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

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

“Defeased Bonds” shall mean the outstanding Bonds of the District as shown on Exhibit C hereto.

“Defeasance Securities” means (a) Government Obligations, (b) 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 the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

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

“Escrow Agent” shall mean Computershare Trust Company, N.A., in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

“Escrow Agreement” shall mean this escrow agreement.

“Escrow Deposit” shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1.

“Escrow Fund” shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Escrow Funding Date” shall mean the date on which the District deposits with the Escrow Agent the Escrow Deposit described in Section 2.1.

“Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities.

“Government Obligations” means direct obligations of, or obligations the principal or interest on which are unconditionally guaranteed by, the United States.

“Limited Yield Securities” shall mean the non-callable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Escrow Deposit, if any, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b).

“Open Market Securities” shall mean Defeasance Securities to be purchased in the open market with cash and the proceeds of the Escrow Deposit, if any, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

“Original Order” shall mean the District’s order authorizing the issuance, sale and delivery of the Bonds.

“Paying Agent for the Defeased Bonds” shall mean Computershare Trust Company, N.A., as successor to Wells Fargo Bank, N.A.

“Report” shall mean the verification report prepared by a certified public accountant (or firm thereof) relating to the defeasance of the Defeased Bonds, a copy of which is attached hereto as Exhibit B, and any subsequent verification report required by Section 4.3.

“Resolution” shall mean the order adopted by the District’s Board on March 7, 2022, authorizing the defeasance and redemption of the Defeased Bonds.

Section 1.2 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement 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 the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the defeasance of the Defeased Bonds in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1 Deposits to Escrow Fund. On the Escrow Funding Date, the District shall deposit, or cause to be deposited, into the Escrow Fund the Escrow Deposit, consisting of the following:

- (a) Escrowed Securities more fully described in the Report; and
- (b) A beginning cash balance as provided in the Report.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.1 Escrow Fund. On the Escrow Funding Date the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as the “Dickinson Independent School District 2022 Defeasance Escrow Fund” (the “Escrow Fund”). On the Escrow Funding Date, the Escrow Deposit described in Section 2.1 will be deposited to the credit of the Escrow Fund. The Escrow Deposit and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. All Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Defeased Bonds, which payment shall be made by timely transfers to the Paying Agent for the Defeased Bonds of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Defeased Bonds for the payment of such principal of, redemption premium, if any, and interest on the Defeased Bonds, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal, Redemption Premium, if any, and Interest; Redemption of Certain Obligations. (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Defeased Bonds in the amounts and at the times shown in the Report.

(b) Except for amounts transferred to the Paying Agent for the Defeased Bonds pursuant to Section 3.2(a) and to the District pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3 Sufficiency of Escrow Fund. The District represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Bonds at the times and in the amounts required to pay the interest on the Defeased Bonds as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Defeased Bonds as the Defeased Bonds mature or are called for redemption, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Defeased Bonds to make the payments set forth in Section 3.2, the District shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the District as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the District’s failure to make additional deposits thereto.

Section 3.4 Trust Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Bonds; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Defeased Bonds. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District or, except to the extent expressly herein provided, by the Paying Agent for the Defeased Bonds.

Section 3.5 Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on the Defeased Bonds have been presented for payment and paid to the owner thereof.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.1 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.2 Reinvestment of Proceeds of Escrowed Securities. The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Escrowed Securities which are attributable to amounts received as principal of or interest on the Escrowed Securities and which are not immediately needed to pay the Defeased Bonds in Government Obligations, in the amounts, and maturing and bearing interest, all as set out in the Report. The District hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Defeased Bonds shall be promptly transferred to the District.

Section 4.3 Substitution of Securities. (a) Concurrently with the delivery of the Escrow Deposit, the District may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the

maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:

- (i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and
- (ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The District may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the delivery of the Escrow Deposit for such Open Market Securities.

(b) At the written request of the District, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.

(c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Defeased Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that (a) such transaction will not cause any of the Defeased Bonds to be an “arbitrage bond” within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Bonds.

Section 4.4 Arbitrage. The District hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Obligation to be an “arbitrage bond” within the meaning of the Code.

ARTICLE V

RECORDS AND REPORTS

Section 5.1 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Defeased Bonds.

Section 5.2 Reports. For the period beginning on the Escrow Funding Date and ending on August 31, 2022, and for each twelve (12) month period thereafter while this Escrow Agreement remains in effect, the Escrow Agent shall prepare and send to the District within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VI

CONCERNING THE ESCROW AGENT

Section 6.1 Representations of Escrow Agent. The Escrow Agent hereby represents that it is (a) either (i) a Paying Agent for the Defeased Bonds or (ii) a trust company or commercial bank that does not act as a depository for the District and (b) that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6.2 Limitation on Liability. The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Bonds for the payments of the principal of, redemption premium, if any, and interest on the Defeased Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the District promptly of any such occurrence upon the Escrow Agent having actual knowledge of such occurrence.

The recitals herein and in the Resolution shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Resolution or the Original Order and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to risk, use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts

with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, the District, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; nor shall the Escrow Agent be answerable, except for its own neglect or fault, for any loss unless the same shall have been through its negligence or willful misconduct.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct. The foregoing sentence shall survive the termination of this Escrow Agreement and the earlier removal or resignation of the Escrow Agent.

Section 6.3 Compensation. On the Escrow Funding Date, the District will pay the Escrow Agent, for performing its services as Escrow Agent hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the fees set out in Exhibit A. If the Escrow Agent is requested to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

Section 6.4 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within 60 days of such vacancy or Escrow Agent's giving notice of resignation, a successor may be appointed by the holders of a majority in aggregate principal amount of the Defeased Bonds then outstanding by an instrument or instruments in writing filed with the District, signed by such holders or by their duly authorized attorneys or the Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor Escrow Agent. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Defeased Bond then outstanding may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Escrow Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the District specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Defeased Bonds or by the District as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent. If within 60 days following the resignation of the Escrow Agent, no successor Escrow Agent shall have been appointed, the Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent.

The Escrow Agent may be removed with thirty (30) days' prior notice by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the District and signed by the holders of a majority in aggregate principal amount of the Defeased Bonds then outstanding.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

[Computershare Trust Company, N.A.
600 S. 4th St., 6th Floor
Minneapolis, MN 55415]

To the District:

Dickinson Independent School District
2218 FM 517
Dickinson, Texas 77539

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days' prior written notice thereof.

Section 7.2 Termination of Responsibilities. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Defeased Bonds or to any other person or persons in connection with this Escrow Agreement.

Section 7.3 Binding Agreement; Amendment. This Escrow Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Defeased Bonds then outstanding.

Section 7.4 Severability. If any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 7.5 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6. Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Section 7.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.8 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 7.9 Contract Value. The Escrow Agent agrees and represent that the total compensation due to the Escrow Agent pursuant to the agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DICKINSON INDEPENDENT SCHOOL
DISTRICT

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

Signature Page
Escrow Agreement

COMPUTERSHARE TRUST COMPANY, N.A.

By: _____

Name: _____

Title: _____

Signature Page
Escrow Agreement

EXHIBIT A
ESCROW AGENT FEES

Exhibit A
Escrow Agreement

EXHIBIT B
VERIFICATION REPORT

EXHIBIT C
DEFERRED BONDS

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: March 7, 2022

Item Title: Technology Device Purchase

Agenda Item: Carla Voelkel

Background Information:

As previously discussed, Elementary and Secondary School Emergency Relief (ESSER) III federal grant funds will be used to purchase Dell Chromebooks, Dell Latitude laptops for advanced CTE courses, licenses, and charging carts. This purchase will put technology devices in core content classrooms for student use during the school day, and it includes replacements for devices that will no longer be usable at the conclusion of the current school year. The number of devices and costs are summarized below:

Item	Quantity	Each	Cost
Dell Chromebooks	4,612	\$278.15	\$1,282,827.80
Google Chrome licenses	4,612	\$31.76	\$146,477.12
Dell Latitude Laptops	317	\$1,031.25	\$326,906.25
Charging Carts	116	\$830.00	\$96,280.00
TOTAL			\$1,852,491.17

Recommendation:

The Superintendent and Deputy Superintendent for Educational Services request approval of the Technology Device Purchase using ESSER III funds.

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: March 7, 2022

Item Title: Approval of Agenda Items A-C

Agenda Item: Carla Voelkel

Background Information:

Agenda Items:

- A. Authorize and Engage District Auditor
- B. Certification of Unopposed Candidates for May 7, 2022 Board of Trustees Election
- C. Consent Agenda Items

Recommendation:

The Superintendent recommends approval of Agenda Items A-C.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: March 7, 2022
Item Title: Engage Auditor for the 2021-2022 Fiscal Year
Agenda Item: Ryan Boone/Kelly Logsdon/Leslie Hudson

Background Information:

The audit firm of Mays & Associates CPA proposal is attached for them to serve as the District Auditor for the 2021-2022 fiscal year. The maximum fee, not to exceed \$58,500, is the same as last year.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations, Executive Director of Business Operations and Executive Director of Payroll recommend approval of the firm of Mays & Associates CPA to serve as the District auditor for the 2021-2022 fiscal year.

Action Item: X Yes _____ No



MAYS & ASSOCIATES PLLC
CERTIFIED PUBLIC ACCOUNTANTS

February 2, 2022

Board of Trustees
Dickinson Independent School District
Dickinson, Texas

Dear Trustees:

We are pleased to confirm our understanding of the services we are to provide for Dickinson Independent School District (the District) for the year ending August 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the District as of and for year ending August 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule – General Fund
- Pension Plan Schedules
- Other Post-employment Benefit Plan Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards
- Combining Balance Sheet – Non-major Governmental Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Non-major Governmental Funds
- Schedule of Delinquent Taxes Receivable
- Budgetary Comparison Schedule – Child Nutrition
- Budgetary Comparison Schedule – Debt Service Fund
- Schedule of State Compensatory and Bilingual Education Program Expenditures

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Fund Balance and Cash Flow Calculation Worksheet – General Fund (optional)

Our audit will also include the performance of certain audit procedures for the purpose of reviewing the accuracy of fiscal information provided by the District through the Public Education Information Management System (PEIMS), as required by Section 44.008(b) of the Texas Education Code.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Planning has not concluded; therefore, we have not identified any significant risk(s) of material misstatement. If significant risk(s) are identified during fieldwork, we will communicate them to those charged with governance in a timely manner.

Audit Procedures - Internal Control

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to the audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the

purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to release of the report.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the

objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Additionally, the District will be responsible for ensuring that the audit reports are received by the Texas Education Agency (TEA) within 150 days of the close of the fiscal year. The District will further be responsible for ensuring that other appropriate governmental agencies receive copies of the audit reports according to instructions in the TEA's Financial Accountability System Resource Guide.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mays & Associates, PLLC (the Firm) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the TEA or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Firm personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the TEA or Regional Office of Inspector General. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Albert Garcia is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in June-July 2022 and to issue our reports no later than the January 2023 board meeting.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, bank confirmation fees, etc.). We presently anticipate our fees to range between \$56,500 and \$58,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. We will endeavor, of course, to keep our fees as low as possible. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Trustees of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of continued service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,


Mays & Associates, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Dickinson Independent School District.

By: _____

Title: _____

Date: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: March 7, 2022

Item Title: Certification of Unopposed Candidate for the May 7, 2022 Board of Trustees Election

Agenda Item: Robert Cobb

Background Information:

Per Sections 2.051 - 2.053(a) of the Texas Election Code, Corey Magliolo, Jessica Rodriguez, and Mary Anthamatten have been certified as unopposed candidates for School Board Trustee Single Member District #5, #6, and #7.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the attached Certification of Unopposed Candidate for the May 7, 2022 Board of Trustees election.

Action Item: Yes No

Prescribed by Secretary of State
Section 2.051 – 2.053, Texas Election Code

**DICKINSON INDEPENDENT SCHOOL DISTRICT
CERTIFICATION OF UNOPPOSED CANDIDATE
*CERTIFICACIÓN DE CANDIDATOS ÚNICOS***

To: Presiding Officer of Governing Body

Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2022.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el Mayo 7, 2022.

List office and name of candidates:

Lista de cargos y nombres de los candidatos:

Office (Cargo)

(Candidato)

School Board Trustee Single Member District #5

School Board Trustee Single Member District #6

School Board Trustee Single Member District #7

Candidate

Corey Magliolo

Jessica Rodriguez

Mary Anhamatten

Signature (Firma)

Corey Magliolo

Printed name (*Nombre en letra de molde*)

President of Board of Trustees

Title (*Puesto*)

March 7, 2022

Date of Signing (*Fecha de firma*)

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: March 7, 2022

Item Title: Consent Agenda Items

Agenda Item: Carla Voelkel, Superintendent

Background Information:

The following items have been approved by review of the Board:

- Budget Amendments/Adjustments for February 10, 18, 24, and March 3, 2022
- Campus Fundraising Request-DHS Girls Soccer, DHS c/o 2025
- Donation to LMS Band-Dave Marcus
- Out of State Travel-Charles Quilter, Technology Network Manager
- Campus Fundraising Request- DHS c/o 2022
- February 7, 2022 Minutes
- February 21, 2022 Minutes
- Approval of Proposals Received Contracted Services 21-09-1145
- Approval of Proposals Received RFP #22-02-1150

Recommendation:

The Superintendent recommends the Board's ratification of the above consent items.

Action Item: Yes No