



Agenda of Regular Meeting Monday, May 9, 2022

The Board of Trustees Richardson ISD

A Regular Meeting of the Board of Trustees of Richardson ISD will be held Monday, May 9, 2022, beginning at 6:00 PM in the Administration Building, 400 S. Greenville Ave, Richardson, TX 75081.

Prior to or during consideration of agenda subjects, the board will hear public comments from any member of the public who has complied with District procedures for signing up to speak. The notice for this meeting was posted on May 6, 2022.

Public Comments: Any person who signs up to speak acknowledges and accepts the Board's procedures for public comment that may be viewed at: <https://bit.ly/pcprocedures122021>. Public Comment cards will be accepted until 15 minutes before the scheduled time for the meeting to begin and must be completed in their entirety with accurate and truthful information and must designate the specific item the speaker wishes to address. Speakers are limited to three minutes unless the time has been adjusted to maintain effective meeting management. (If 20 or more persons submit a speaker card, the time will be reduced to 2 minutes; if 30 or more persons submit a speaker card, the time will be reduced to 1 minute.) Failing to yield the podium when a speaker's time has elapsed is considered a disruption.

Disruptions. Disruptive behavior will not be tolerated during a meeting. After providing at least one warning to a disruptive visitor, the presiding officer may request assistance from law enforcement officials to remove from the meeting any person who continues to disrupt the meeting by utterances or actions. A visitor who exhibits disruptive behavior in a subsequent meeting may be issued a trespass warrant. It is a criminal offense for a person, with intent to prevent or disrupt a lawful meeting, to substantially obstruct or interfere with the ordinary conduct of a meeting by physical action or verbal utterance.

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

- I. **CALL TO ORDER**
 - A. Pledge of Allegiance / Moment of Silence 5
 - B. Announcements / Communications
Recognition of Schools, Students and Staff
- II. **PUBLIC COMMENT SECTION** 7

Comments from visitors who complete a card requesting to address Board Members.

- A. Agenda Related Topic
- B. Non-Agenda Related Topic

III. **CONSENT / CONFIRMATION AGENDA ITEMS**

Submitted for Action and/or Information

- A. Minutes of April 11, April 13, April 19, and May 3, 2022 Meetings 10

Action Item

- B. Human Resources Report 20

Action/Information Item

- C. Recommended Specified Best Value/Low Bids, Contracts and Cumulative Purchases 25

Action/Information Item

Part A: New Bids - For Approval

Miscellaneous Consultant Services

Landscape Equipment and Parts

Project Management Software

Minor Construction/Renovation Project Contractors

Mechanical, Electrical, and Plumbing Contractors

Engineered Wood Fiber and Delivery

Part B: Bid Renewals - For Approval

Elevator and Wheelchair Lifts - Service & Inspections

Dental PPO/Dental DHMO Insurance

Annual Financial Audit Services

Part C: Contract Information (Greater than \$100,000) - For Approval

Infinity Sound - LHHS auditorium AV and Lighting Renovations (Buyboard 655-21)

Infinity Sound - RHS auditorium AV and Lighting Renovations (Buyboard 655-21)

School Innovations & Achievements - Year 4 and 5 renewals for attendance management system (RISD #1542)

Mythics - Continuation of Oracle licensing and support (DIR-TSO-4158)

Netsync Network Solutions - Network equipment spare items (DIR-TSO-4167)

Part D: Interlocal Agreements, Memorandums of Understanding, and Other - For Approval

Interlocal Agreements:

None

Memorandums of Understanding:

ESS South Central, LLC - Substitute Staff Placement Agreement (Equalis Contract # R10-1105C)

Other:

Oncor Electrical Easement and Temporary Electrical Easement for LHMS Construction Project

Part E: Contracts, Contract Modifications & Change Orders: Less than \$100,000 (Information Only)

Supplemental Health Care on behalf of Allison White - Fulfill all teacher responsibilities including planning and delivering instruction, preparing for an attending ARD committee meeting, and participating in campus team meetings and staff development through June 9, 2022.

East Texas Educational Contracting on behalf of Christine Cohen - Support RISD's Evaluation staff to include, but not limited to, educational assessment, report writing, and attendance of ARD meetings, through June 9, 2022.

Imagine Freedom (IF) Institute - Facilitation of RISD's 3rd Annual Teen Equity Summit. The summit is an optional school day activity for high school grades 9-12, serving 50 students per high school. Participation requires parental approval. The purpose of the summit is to: Provide leadership development around student-identified topics relating to equity, diversity, and inclusion. Help students deepen historical and cultural understanding of their experiences and community. Increase student self-efficacy to see themselves as problem solvers in their own lives and communities. Develop and practice

leadership skills to promote positive campus culture and climate. Promote ongoing engagement in campus organizations, student-centered committees, and student-led projects and initiatives.

Part F: Cumulative Purchases - Information Only

Cumulative Purchases from Qualified Vendors:

- Buy Board - Texas Association of School Boards
- CCGPF - Collin County Governmental Purchasing Forum
- CPGPC - Choice Partners
- DIR - State of Texas Department of Information Resources
- EPCNT - Education Purchasing Cooperative of North Texas
- NCPA - National Cooperative Purchasing Alliance
- SOURCEWELL - Sourcewell (previously NJPA)
- OMNIA Partners - TCPN/IPA/US Communities
- PPPCP - Prospering Pals
- TCCPP - Tarrant County Cooperative Purchasing Program
- TIPS - The Interlocal Purchasing System
- TPASS - Texas Procurement and Support Services

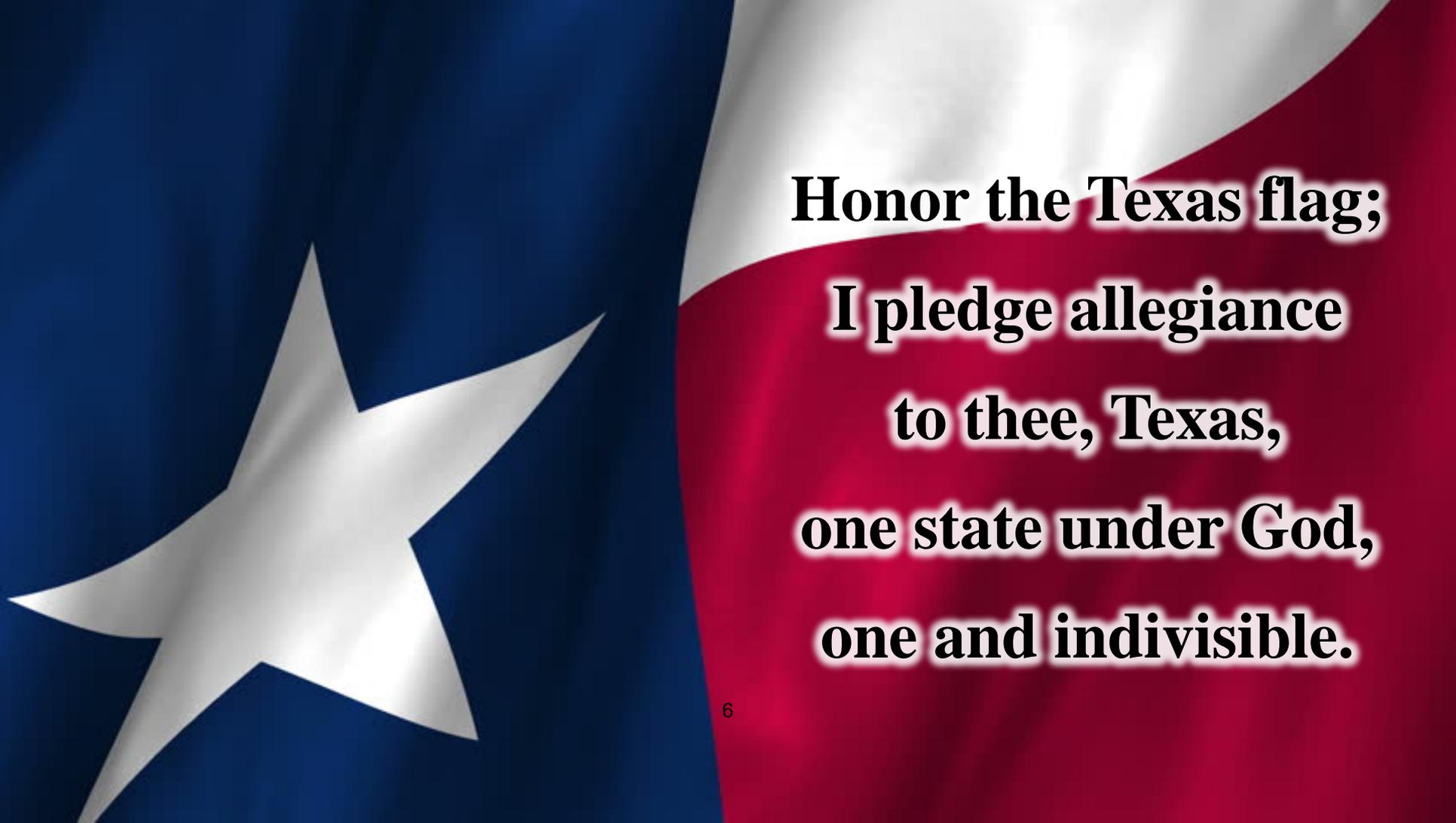
D.	Schedule of Upcoming Bids Information Item	33
E.	Bond Expenditure Reports - 2016 & 2021 Information Item	35
F.	Budget Status Report Action Item	39
G.	Quarterly Investment Report Action Item	48
H.	Consider Professional Contract Recommendations for 2022 - 2023 Action Item	63
I.	Recommendation to Terminate Term Contract of Employment Action Item	95
IV.	ACTION / INFORMATION ITEMS	
A.	Consider Gifts Action Item	98
B.	School Health Advisory Council (SHAC) Presentation Information Item	100
C.	Consider Forest Meadow Middle School (FMMS) Construction Project - Guaranteed Maximum Price (GMP) Amendment No. 2 Action Item	102
D.	Consider JJ Pearce High School Construction Project - Guaranteed Maximum Price (GMP) Amendment No. 3 Action Item	113
E.	Consider Fixed Rate New Money and Refunding Parameter Order Action Item	130
F.	Consider Variable Rate New Money and Refunding Parameter Order Action Item	193

G.	Consider Order Defeasing and Calling Certain Outstanding Bonds for Redemption and Other Related Matters <small>Action Item</small>	281
H.	2022 - 2023 Budget Discussion <small>Information Item</small>	290
I.	Consider Approval of the 2022-2023 Employee Compensation Plan <small>Action Item</small>	320
J.	Discussion of Legislative Issues <small>Information Item</small>	
K.	Discussion of Student / District Activities <small>Information Item</small>	
L.	Discussion of Upcoming Events <small>Information Item</small>	
M.	Discussion of Recently Attended or Upcoming Conferences and Meetings <small>Information Item</small>	
N.	Proposal of Future Agenda Items <small>Information Item</small>	
V.	ENTER CLOSED MEETING in accordance with the Texas Open Meetings Act, Texas Government Code, including but not limited to Section 551.074 - Personnel, Interim Superintendent Evaluation; Section 551.074 - Personnel, Discussion with Search Firm on matters related to Superintendent Search; and Section 551.071 - Consultation with Attorney.	
VI.	RECONVENE OPEN MEETING	
VII.	ADJOURNMENT	

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

The background of the image is a waving American flag. The stars and stripes are clearly visible, with the blue field of stars on the left and the red and white stripes on the right. The flag appears to be moving, creating a sense of depth and motion.

**I pledge allegiance
To the Flag of the
United States of America,
and to the Republic
for which it stands,
one Nation under God,
indivisible, with liberty
and justice for all.**

The background of the image is a close-up, slightly blurred view of the Texas state flag. It features the characteristic blue field with a white five-pointed star on the left, and the white and red horizontal stripes on the right. The text is overlaid on the right side of the flag.

**Honor the Texas flag;
I pledge allegiance
to thee, Texas,
one state under God,
one and indivisible.**



BOARD OF TRUSTEES RICHARDSON INDEPENDENT SCHOOL DISTRICT

Procedures for Public Comments During Board Meetings

The Board of Trustees of the Richardson Independent School District welcomes members of the public to its meetings. The purpose of meetings is to allow trustees to conduct the business of the District. Although Board meetings are held in public, they are not public meetings and the public does not have a right to participate except as provided by the Board. The Board offers a limited open forum at meetings through its Public Comment Sections to provide opportunities for members of the public to convey information to the Board.

The Board adopted the following procedures concerning public comments to facilitate the efficient operation of meetings:

- Public Comment Section.
 - The Board of Trustees will include a Public Comment Section on the posted Agenda for each meeting. The Board holds regular monthly business meetings each month of the year, excluding July. Business meetings typically are scheduled for the first Monday of the month. The Board schedules work sessions to address topics of study or as other needs arise. The Board reserves the third Monday of each month for work sessions, but they also may be scheduled at any other time when a need arises. The Board reserves the right to schedule or reschedule meetings as necessary to meet the operational needs of the District. A written Agenda is posted for each Board meeting at least 72 hours before the meeting is scheduled. If an Emergency Meeting is authorized, an agenda will be posted at least one hour before the meeting is scheduled.

The Public Comment Section for agenda-related topics ordinarily will be placed on the Agenda just prior to the first business item on the Agenda. Where appropriate for efficient meeting management, the section for comments related to non-agenda topics may be placed on the Agenda after other action and information items. A speaker who attempts to address a nonagenda-related topic during any period reserved for agenda-related topics is engaging in disruptive behavior. The speaker must stop his or her comments when directed.

- When necessary for effective meeting management, to accommodate large numbers of individuals wishing to address the Board at a meeting, or when otherwise advisable to accommodate specific circumstances, the Board delegates to the presiding officer the authority to make adjustments to these public comment procedures. Such adjustments may include, without limitation, adjusting when public comment will occur during a meeting, reordering agenda items, deferring public comment on non-agenda items, continuing an agenda item to a later meeting, temporarily revising public comment procedures as necessary if a meeting is conducted via videoconference, providing expanded opportunity for public comment, or establishing an overall time limit for public comments and adjusting the time allotted to each speaker.
- Speaker Topics.
 - Regular Business Meetings. Speakers may comment on specific Agenda items as well as matters not on the posted Agenda during the Public Comment Section at regular business meetings.

- Work Sessions or Other Called Meetings. Speakers may comment only on specific agenda items during the Public Comment Section at work sessions and other called meetings.
- Public Hearings. When RISD gives notice of a public hearing, speakers may complete a separate comment card for the public hearing. Speakers may only comment on the specific topic noticed for the public hearing. All other rules noted herein apply to comments during a public hearing.
- Public Comment Cards.
 - Persons wishing to address the Board must complete a Public Comment card. Public Comment cards are located in the foyer of the Auditorium in the Administration Building before scheduled meetings. (If the Board schedules a meeting at another location, Public Comment cards will be available in a conspicuous location at the meeting site.) A staff member typically will be present to receive Public Comment cards.
 - Completed cards must be placed in the designated box no later than fifteen (15) minutes prior to the posted time for the meeting to begin. Most meetings are scheduled to begin at 6:00 p.m. RISD will not accept Public Comment cards later than fifteen minutes prior to the posted meeting time.
 - In addition to identifying information, each speaker must indicate the specific Agenda item about which he or she wishes to comment and/or identify the non-Agenda topic of the comments.
 - If RISD gives notice of a public hearing, it will provide a separate public hearing comment card that persons who wish to speak must complete.
- Written Materials. A speaker who wishes to provide written materials to the Board of Trustees must attach at least nine (9) copies of the materials to the completed Public Comment card. Staff will provide a copy of the materials to the trustees before the speaker is called. The speaker may not distribute materials when he or she is called to speak.
- Time.
 - Each speaker is limited to a total of three* minutes and a speaker may not use time of another speaker to extend his or her comment period. *Note:* A speaker who addresses the Board through a translator will have six* minutes to present comments to ensure that non-English speakers receive the same opportunity to address the Board.
 - Staff will set a three*-minute digital timer for each speaker. The speaker shall end his or her comments when the timer expires. Any speaker who fails to stop speaking and yield the podium at the end of his or her allotted time is considered out of order and may be escorted from the podium and/or asked to leave the meeting.
(*Unless the comment period has been limited as provided herein.)
- Single comment. A speaker may complete one Public Comment Card for each meeting. A speaker who comments during a public hearing is not ineligible to speak during the regular public comment period.
- Protocol for Speakers.
 - The Board Secretary will call the name of each speaker who has submitted a public comment card and state the topic(s) on which the individual has registered to speak.

- Each speaker should approach the podium when his or her name is called. An adjustable microphone is affixed to the podium in the Auditorium. The speaker should clearly state his or her name and the school or school(s) the speaker's children attend or have attended before beginning to comment.
 - The Board will not engage in dialogue with a speaker. Specific factual information or reference to an existing policy may be furnished in response to inquiries or statements. The Board cannot deliberate or make a decision on any subject that is not on the Agenda.
 - The public comment period is not the appropriate forum for presentation of formal complaints. RISD maintains a formal grievance policy to address complaints. The Board will only consider formal complaints that remain unresolved after they have been addressed through proper administrative channels and when they have been placed on the Agenda. Attacks of a personal nature against Board members, RISD staff, students, or other citizens by name or unique title will not be allowed or tolerated. Speakers who wish to make a complaint regarding an employee should comply with the appropriate complaint policy. (DGBA – Employee Complaints; FNG – Student/Parent Complaints; GF – Public Complaints). Complaint policies are available on the RISD website.
 - Remarks or other conduct that disrupt the meeting are considered out of order and will not be allowed. Visitors and staff must listen quietly and respectfully during the public comment section whether they agree or disagree with a speaker's message. It is not appropriate for staff or visitors to clap, cheer, boo, display banners, or otherwise engage in disruptive conduct. Persons who disrupt the meeting will be cautioned to observe meeting rules. Persons who persist in disrupting the meeting may be removed from the meeting.
- Consent for Online Publication. RISD may audio and video record its meetings. A person who chooses to speak during the Public Comment Section is consenting to the online audio/video publication of his or her comments.
 - Reasonable Accommodation and Translation. Persons desiring to make a public comment who need reasonable accommodations of a disability or who require a language translator should contact the Board office at 469-593-0403 in advance of the meeting to request assistance.

Approved: December 13, 2021

**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: May 9, 2022

Department: Board of Trustees Office

Submitted by: Libby Oliver, Administrative Manager - Board Relations

ACTION ITEM

TOPIC: Minutes of April 11, April 13, April 19 and May 3, 2022 Meetings

BACKGROUND INFORMATION

Minutes recorded on above date(s).

SUPERINTENDENT'S RECOMMENDATION

The Superintendent recommends that the Board of Trustees approve the minutes of the 2022 meeting(s) listed above.

RICHARDSON INDEPENDENT SCHOOL DISTRICT
Board of Trustees
April 11, 2022

The Board of Trustees of the Richardson Independent School District met in a Regular Meeting at 6:05 P.M., in the Administration Building, 400 South Greenville Avenue, Richardson, Texas with the following present: Ms. Regina Harris, President; Mrs. Debbie Rentería, Secretary; Mr. Eric Eager, Mr. Eron Linn, Mr. Chris Poteet, and Mrs. Megan Timme as well as Mrs. Tabitha Branum, Interim Superintendent; Dr. Matthew Gibbins, Assistant Superintendent Administrative Services; Dr. Christopher Goodson, Assistant Superintendent of Human Resources; Dr. Kristin Byno, Assistant Superintendent of Teaching and Learning; Mrs. Sandra Hayes, Assistant Superintendent of Operations; Mr. David Pate, Chief Financial Officer; Ms. Melissa Heller, Chief of Strategy and Engagement; Mr. Henry Hall, Chief Technology Officer; and Ms. Leticia McGowan, General Counsel.

Present

None

Absent

Ms. Harris welcomed Girls Scouts from Richardson Heights Elementary to lead the pledges of allegiance. Ms. Harris then invited those in attendance to join the Board in a moment of silence.

Pledges of Allegiance

Dr. Melissa Heller presented the recognitions listed below.

Recognitions

The Board recognized the following:

Special Recognition

- National Bilingual/Multilingual Learner Advocacy Month

Staff Recognitions

- Translation & Interpretation Services – Teresa Ordonez (District Liaison), Desiree Cantu, Dina Davila, Mayra Duran, Jennifer Gonzalez, Viri Gutierrez, Suha Hassan, Houda Drifa, Esther Llauce, Alejandra Phillips, Cynthia Urteaga, Adriana Sanchez
- Dr. Darwin Spiller – School Safety Spotlight Award – Staff Development and Training
- RISD Campus Teachers of the Year:
 - *Berkner Learning Community*: Tiffany Bunch - Apollo Jr. High, Autumn Urton – Audelia Creek Elementary, Paula Rilling – Berkner High School, Jenell Rosol – Big Springs Elementary, Stacie Robinson – Dartmouth Elementary, Michelle Ishizuka – Forestridge Elementary, Alexandria Lowe – Jess Harben Elementary, Brenden Johnson – Liberty Junior High, Mayra Valerio – Mark Twain Elementary, Melissa Bautista – O. Henry Elementary, Meagan Hayes – Richland Elementary, Stephanie Camacho – Springridge Elementary, Katherine Alford – Terrace Elementary, Shelly Hopkins – Yale Elementary
 - *Lake Highlands Learning Community*: Katie Sears – Aikin Elementary, Barbara Davis Triplett – Forest Lane Academy, Paige Houghtaling – Forest Meadow Junior High, Dawn Bird – Lake Highlands Elementary, Bethany Hatfield – Lake Highlands Junior High, Emily Ramirez – Lake Highlands High School, Ashley Hillebrand – Merriman Park Elementary, Beth Heath – Moss Haven Elementary, Kay Ford – Northlake Elementary, Gustavo Flores-Melo – Skyview Elementary, Sandra Alvarez – Stults Elementary, Tiffany Henderson – Thurgood Marshall Elementary, Cortney Bonner – Wallace Elementary, Amanda Tucker – White Rock Elementary
 - *Pearce Learning Community*: Anna Taylor – Bowie Elementary, Ashley Pondrom – Brentfield Elementary, Amy Daly – Bukhair Elementary, Kimberly Sanders – Canyon Creek Elementary, Eroletta Piasczyk (in memoriam) – Christa McAuliffe Learning Center, Jodi Rotenberry – Greenwood Hills Elementary, Carol Nelson – Memorial Park Elementary, Donna Valcourt – Mohawk Elementary, Melody Greenwood – Northrich Elementary, Chris Varano – Parkhill Junior High, Joe Sawyer – Pearce High School, Marcy Dale – Prairie Creek Elementary, Tammy Kanicka – Richardson North Junior High, Vivian Arbelo – RISD Academy
 - *Richardson Learning Community*: Arianna Cooper – Arapaho Classical Magnet, Rebecca Blalock – Dobie Elementary, Raquel Correa – Dover Elementary, Analisa Rangel – Hamilton Park Elementary, Ali Koudelka – MST Magnet, Michelle Barnes – Northwood Hills Elementary, Michelle Menjoulet – Richardson Heights Elementary, Nikki Clark – Richardson High School, Karey Kirk – Richardson West Junior High, Alicia Ishida (no longer in RISD) – Spring Creek Elementary, Ana Martinez – Spring Valley Elementary, Josh Worthington – Westwood Junior High

Say Something Award - Staff & Parents

- Laura Blatzheim – Student Services
- Alice France – Forest Meadow Jr. High
- Abigail Arroyo – O. Henry Elementary

Say Something Award - Students

- Greyson Putnam – 3rd Grade at MST Magnet
- Emma Vera – 4th Grade at MST Magnet
- Elizabeth Geering – 6th Grade at Canyon Creek Elementary

The following persons addressed the board during the public comment section:

Public
Comments

- Euan Blackman – Budget & Salary Compression
- Randy Blankenship – Lawsuit on horizon
- Amy Phipps – Library Books
- Lisa Hord – Library Books
- Sam Jarvis – Staff Training
- Lynette Ames – Three takeaways from schooldigger.com

A motion was made by Chris Poteet and seconded by Megan Timme to approve the consent agenda as follows:

No. 8795
Consent
Agenda

- Minutes of the March 7 and March 28, 2022 Meetings
- Human Resources Report as presented
- Recommended Specified Bids, Contracts, and Cumulative Purchases:
 - Part A: New Bids - For Approval**
 - Miscellaneous Consultant Services*
 - Employment Compensation and Classification Study*
 - Staffing Study*
 - Commercial Real Estate Broker Services*
 - Stage Rentals and Event Related Items*
 - Kitchen Equipment from NSLP Equipment Assistance Grant Award*
 - Enterprise Storage*
 - Kitchen Smallwares*
 - Part B: Bid Renewals - For Approval**
 - None*
 - Part C: Contract Information (Greater than \$100,000) - For Approval**
 - Netsync Network Solutions - Student device yearly partial refresh (21-124)*
 - Longhorn Bus Sales - Six (47) passenger buses Buyboard (630-20)*
 - Qualtrics at Carahsoft - Five year agreement for survey platform (DIR-TSO-4288)*
 - Netsync Network Solutions - Paraprofessional devices (RISD Bid # 21-124)*
 - Deeloh Technologies - Five year agreement for digital language labs*
 - Texas Air System - Demo and Install new boilers at ACM (Buyboard 631-20)*
 - City of Dallas - Permit fees for FMMS and LHMS*
 - Engineered Air Balance - LHMS Services to test and balance the heating, ventilating and air conditioning (Professional Services)*
 - Engineered Air Balance - LHMS Commissioning Services (Professional Services)*
 - Delcom Group - PHS Classroom AV Systems (TIPS 200105)*
 - Engineered Air Balance - FMJH Services to test and balance the heating, ventilating and air conditioning (Professional Services)*
 - Gomez Floor Covering Inc. - New flooring for the RHS Auditorium (Buyboard 642-21)*
 - Infinity Contractors - Sewer line replacement (RISD 1499)*
 - Part D: Interlocal Agreements, Memorandums of Understanding, and Other - For Approval**
 - Interlocal Agreements**
 - 1Government Procurement Alliance (IGPA)*
 - Prospering Pals Child Nutrition Cooperative*
 - Texas A&M University Health Science Center on behalf of Texas A&M College of Dentistry*
 - Memorandums of Understanding**
 - The Reeds PRC - Overall management of the internship program*
 - Other:**
 - Resolution for Schools and Libraries Universal Services (E-Rate) for 2022-2023. This authorizes filing of the Form 471 applications for funding year 2022-23 and the payment of the applicant's share upon approval of funding and receipt of services.*
 - Part E: Contracts, Contract Modifications & Change Orders: Less than \$100,000 (Information Only)**
 - None*
 - Part F: Cumulative Purchases - Information Only**
 - Cumulative Purchases from Qualified Vendors**
 - Buy Board - Texas Association of School Boards*
 - CCGPF - Collin County Governmental Purchasing Forum*
 - CPGPC - Choice Partners*
 - DIR - State of Texas Department of Information Resources*
 - EPCNT - Education Purchasing Cooperative of North Texas*
 - ESC - Educational Service Center*
 - NCPA - National Cooperative Purchasing Alliance*
 - SOURCEWELL - Sourcewell (previously NJPA)*
 - OMNIA Partners - TCPN/IPA/US Communities*
 - PPPCP - Prospering Pals*
 - TCCPP - Tarrant County Cooperative Purchasing Program*

TIPS - The Interlocal Purchasing System
 TPASS - Texas Procurement and Support Services

- Schedule of Upcoming Bids
- Bond Expenditure Reports – 2016 & 2021
- Budget Status Report
- Monthly Financial Statements
- Authority to Execute Option 3 and/or Option 4 Agreements for Wealth Equalization: Whereas, the Richardson Independent School district is considered a property wealth school district as defined by Texas Education Code (TEC), §§48.257 and Chapter 49; and whereas, on August 28, 1993, the voters of the Richardson Independent School District (RISD or the District) authorized the District to achieve the required equalized wealth level through the purchase of attendance credits from the State pursuant to Chapter 41 of the Texas Education Code (Option 3); and whereas, May 5, 2001, the voters of the RISD authorized the District to also be able to achieve the required equalized wealth level through the education of nonresident students pursuant to Chapter 41 of the Texas Education Code (Option 4); and whereas, the Board of Trustees of the RISD accepted the results of said elections at duly called meetings on August 30, 1993, and May 8, 2001, respectively; and whereas, RISD used Option 4 contracts to achieve significant savings during the 2001- 02, 2002-03, 2003-04, 2004-05, 2005-06, and 2006-07 school years; and whereas, the Board recognizes that changes in the school finance system may reduce the number of districts with which RISD could successfully partner in Option 4 agreements, thus requiring the District to use Option 3 for all or part of its required recapture for the coming year; and whereas, the Board desires to identify the most cost effective method available under state law to meet its recapture obligations for the 2022-2023 school year; and whereas, the Board finds that of the five options available under current state law to equalize RISD’s property wealth, Option 4 and then Option 3 are currently the most cost effective and support the Board’s strategies and ensure excellence in operations; and whereas, RISD must submit required documents to the Texas Education Agency concerning the Option 3 and/or Option 4 agreements prior to adoption of its tax rate, if it wishes to use a combination of Option 3 and/or Option 4 during the 2022-2023 school year; and whereas, House Bill (HB) 3 repealed Chapter 41 of the Texas Education Code, and transferred certain sections to Chapter 49, and revised formulas used to determine entitlement under the Foundation School Program (FSP) by adding Subchapter F, Texas Education Code § 48.257, Local Revenue in Excess of Entitlement; therefore be it resolved, that for the 2022-2023 school year, the Board delegates contractual authority to obligate RISD under Texas Education Code (TEC) §11.1511(c)(4) to the Superintendent, solely for the purpose of obligating RISD under Texas Education Code § 48.257 and Chapter 49, Subchapters A and D of the Texas Education Code and the Commissioner’s Rules authorized under TEC § 49.006, including the approval of the Agreement for the Purchase of Attendance Credits (Netting Chapter 48 Funding); and further authorizes the Board President, Secretary, and Superintendent to execute any necessary documents and/or agreements as required to enter into Option 3 and/or Option 4 contracts to achieve the required equalization of wealth level for the 2022-2023 school year.
- Report of Administrative Write-offs of Real Property Taxes and 2017 Personal Property Taxes

The motion passed 6 - 0.

Regina Harris, Eric Eager, Eron Linn, Chris Poteet, Debbie Rentería, Megan Timme
 None

Yeas
 Nays

Monica Simonds and Kellie Sellers presented information about the Health and Physical Education Instructional Materials Allotment.

No. 8796
 Instructional
 Materials
 Allotment
 Certification

A motion was made by Eron Linn and seconded by Debbie Renteria to approve the resolution whereas, the District is required by the Texas Education Code Section 28.002 to complete the IMA certification form, therefore be it resolved that the Board of Trustees of the Richardson Independent School District approves the following IMA certification for 2022-2023:

- K-5th Health & PE - Quaver Health & PE (Quaver)
- Health 1 - Health Skills for High School (Goodheart – Willcox)

The motion passed 6 – 0.

Regina Harris, Eric Eager, Eron Linn, Chris Poteet, Debbie Rentería, Megan Timme
 None

Yeas
 Nays

Sandra Hayes presented information to the board regarding the Lake Highlands Middle School Guaranteed Maximum Price.

No. 8797

A motion was made by Megan Timme and seconded by Chris Poteet to approve the resolution whereas, RISD desires to perform the work associated with the Lake Highlands Middle School Construction Project with an estimated budget of \$81,167,525; and whereas, the Board approved the construction manager-at-risk construction delivery method for the construction of this project; and whereas, RISD followed board direction to create a committee for the purposes of identifying program needs at Lake Highlands Middle School; and whereas, this project is to address the needs identified by the Program Planning Committee at Lake Highlands Middle School; therefore be it resolved, that the Board of Trustees of the Richardson Independent School District hereby approves the Guaranteed Maximum Price in the amount of \$81,167,525 for the Lake Highlands Middle School Construction Project.

LHMS – GMP
Amendment
No. 1

The motion passed 6 – 0.

Regina Harris, Eric Eager, Eron Linn, Chris Poteet, Debbie Rentería, Megan Timme
None

Yeas
Nays

At 7:40 PM, Ms. Harris announced that the Board would take a brief break. The meeting resumed at 7:53 PM

Break

Mrs. Branum introduced Lakesha Mitchell, Director of Science who introduced the Math team: Dr. Kristin Byno, Assistant Superintendent of Teaching and Learning, Dr. Denise Beutel, Executive Director of Teaching and Learning, Alisha Burrell, Elementary Science Specialist, and Elsa Barrientos, Secondary Science Specialist. Ms. Mitchell presented information to the Board around the following objectives:

K-12 Science
Update

- Inform how Science TEKS are the foundation of our curriculum and foundation of daily instruction
- Explain how curriculum and instruction support student mastery of course level science concepts
- Detail supports in place for students, teachers and campus leaders
- Celebrate student growth and showcase our next steps

Mrs. Branum facilitated further conversation and entertained questions and comments from the Board members over the presentation.

Mrs. Branum, Dr. Goodson and Mr. Pate facilitated a budget discussion with the Board covering the following objectives:

Budget
Discussion

- Review teacher staffing compensation
- Review FTE's and salary of campus and central staff
- Review 3 scenarios for increasing the starting teacher salary and the impact on staff raises and future years finances
 - Move to the average starting salary in 3 years
 - Move to the average starting salary in 5 years
 - Stepped increases in starting salary moving to average in 3 years
- Continue discussion of compensation from previous board meeting

Ms. Harris announced that completing required continuing education each year of service is a basic obligation and expectation of any sitting board member. RISD Board members take their training requirements very seriously and Board members regularly exceed training requirements.

Board Training Report:

- Local District Orientation Training (New Members)
Chris Poteet and Megan Timme
- Orientation to the Texas Education Code (New Members)
Chris Poteet and Megan Timme
- Open Government Training (Required of all elected officials within 90 days of election or appointment)
Chris Poteet and Megan Timme
- Cybersecurity Training (Must be completed every year)
Eric Eager, Regina Harris, Eron Linn, Chris Poteet, Debbie Renteria and Megan Timme
- Post-Legislative Update to the Texas Education Code (Required of experienced Board members after each legislative session)
Eric Eager, Regina Harris, Eron Linn and Debbie Renteria
- Evaluating Student Academic Performance and Setting Goals (Required every two years)
Eron Linn, Chris Poteet and Megan Timme
- Child Abuse Prevention (Required every two years)
Eron Linn, Chris Poteet and Megan Timme
- Team Building (The entire board and the Superintendent must participate in an annual team-building session.)
Eric Eager, Regina Harris, Eron Linn, Chris Poteet, Debbie Rentería and Megan Timme

- Additional Continuing Education (First-year members must complete 10 hours of additional continuing education. Experienced members must complete five hours of additional continuing education each year.)

Eric Eager, Regina Harris, Eron Linn, Chris Poteet, Debbie Rentería and Megan Timme

Each Board member exceeded the total amount of required continuing education training for the period from April 6, 2021 – April 11, 2022:

<u>Name</u>	<u>Total Hours Completed</u>	<u># Excess Hours</u>
Eric Eager	25	13
Regina Harris	32.5	20.5
Eron Linn	34	22
Chris Poteet	31.25	6.25
Debbie Rentería	45.5	33.5
Megan Timme	33.25	8.25
Total Board	201.5	85.25

Ms. Harris provided an opportunity for trustees to share a brief report about recent district activities.

Student /
District
Activities
Closed
Meeting –

In accordance with the Texas Open Meetings Act, Texas Government Code, including but not limited to Section 551.071 – Consultation with Attorney the Board entered into Closed Meeting at 10:40 PM on April 11, 2022.

The Board reconvened into Open Meeting at 12:02 AM on April 11, 2022 having taken no action during closed session.

Open Meeting

Ms. Harris adjourned the meeting at 12:02 AM on April 12, 2022.

Adjourned

Approved as submitted on May 9, 2022.

Debbie Rentería, Secretary

Regina Harris, President

RICHARDSON INDEPENDENT SCHOOL DISTRICT
Board of Trustees
April 13, 2022

<p>The Board of Trustees of the Richardson Independent School District met in a Called Meeting at 2:05 p.m., at 400 S. Greenville Avenue, Richardson, Texas, with the following present: Ms. Regina Harris, President; Mrs. Debbie Renteria, Secretary; Mr. Eric Eager, Mr. Eron Linn (via video conference) Mr. Chris Poteet, and Mrs. Megan Timme, as well as Mr. David Pate, Chief Financial Officer and Ms. Leticia McGowan, General Counsel.</p>	<p>Present</p>
<p>None</p>	<p>Absent</p>
<p>The following person addressed the board during the public comment section of the meeting:</p> <ul style="list-style-type: none"> • Randy Blankenship – Superintendent Search 	<p>Public Comment</p>
<p>Ms. Harris announced that this meeting was called to discuss the selection of a search firm to assist the Board in hiring the next Superintendent of Schools, including the opportunity for prospective firms to give a presentation to the Board.</p> <ul style="list-style-type: none"> • O’Hanlon, Demerath and Castillo made their presentation to the Board. Following the presentation, the Board entered into a question and answer session with the firm representatives. • Hazard, Young, Attea & Associates made their presentation via video conference. Following the presentation, the Board entered into a question and answer session with the firm representatives. • Ray and Associates, Inc. made their presentation to the Board. Following the presentation, the Board entered into a question and answer session with the firm representatives. 	<p>Superintendent Search Firm Presentations</p>
<p>At 4:46 pm, Ms. Harris announced that the board would enter into closed session in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.071 – Consultation with Attorney.</p>	<p>Closed Meeting – Consultation with Attorney</p>
<p>The Board reconvened into Open Meeting at 6:22 pm having taken no action during closed session. After brief discussion, Ms. Harris announced that the Board will wait to select a search firm following some further due diligence.</p>	<p>Open Session</p>
<p>Ms. Harris adjourned the meeting at 6:24 pm on April 13, 2022.</p>	<p>Adjourned</p>
<p>Approved as submitted on May 9, 2022.</p>	

Debbie Rentería, Secretary

Regina Harris, President

RICHARDSON INDEPENDENT SCHOOL DISTRICT
Board of Trustees
April 19, 2022

<p>The Board of Trustees of the Richardson Independent School District met in a Called Meeting at 2:50 p.m., at 400 S. Greenville Avenue, Richardson, Texas, with the following present: Ms. Regina Harris, President; Mrs. Debbie Rentería, Secretary, Mr. Eric Eager, Mr. Chris Poteet, and Mrs. Megan Timme, as well as Mrs. Tabitha Branum, Interim Superintendent, Dr. Matthew Gibbins, Assistant Superintendent of Administrative Services; and Ms. Leticia McGowan, General Counsel.</p>	<p>Present</p>
<p>Mr. Eron Linn</p>	<p>Absent</p>
<p>At 3:06 pm, Ms. Harris announced that the Board would convene into closed session under the authority of Sections 551.074 of the Texas Open Meetings Act, and, if necessary, under section 551.071 for the purpose of the DGBA(Local) Level III Grievance Hearing: Terrika Everett.</p>	<p>DGBA (Local) Level III Grievance Hearing – Terrika Everett</p>
<p>At 3:31 pm, the Board returned to open session having taken no action in closed session. A motion was made by Megan Timme and seconded by Chris Poteet to deny the request for all grievances that were filed outside of the fifteen-day window as untimely and be dismissed on those grounds. Additionally, that the Board uphold the termination of Ms. Everett and deny her request for reinstatement. The motion passed 5 – 0.</p>	<p>No. 8798 Terrika Everett Grievance</p>
<p>Regina Harris, Eric Eager, Chris Poteet, Debbie Rentería, Megan Timme None</p>	<p>Yeas Nays</p>
<p>Ms. Harris stated that the action taken serves as a grievance notice of the Board’s decision and the grievance is concluded.</p>	<p>T. Everett Grievance Concluded</p>
<p>At 3:40 pm, Ms. Harris opened the FNG(Local) Level III Grievance Hearing: Kemi Adepoju. Ms. Harris stated that the Board would convene into closed session under section 551.074 and if necessary, section 551.071 for the purpose of the Board Policy FNG(Local) Level III Grievance Hearing: Kemi Adepoju.</p>	<p>FNG(Local) Level III Grievance Hearing: Kemi Adepoju</p>
<p>The board reconvened into open session at 5:08 pm having taken no action in closed session. A motion was made by Chris Poteet and seconded by Eric Eager that the Board deny the grievance as untimely in reference to F and G policy. The motion passed 5 – 0.</p>	<p>No. 8799 Kemi Adepoju Grievance</p>
<p>Regina Harris, Chris Poteet, Debbie Rentería, Megan Timme, Eric Eager None</p>	<p>Yeas Nays</p>
<p>Ms. Harris stated that the action taken serves as a grievance notice of the Board’s decision and the grievance is concluded.</p>	<p>K. Adepoju Grievance Concluded</p>
<p>At 5:16 pm, Ms. Harris opened the FNG(Local) Level III Grievance Hearing: Adam Reed. Ms. Harris stated that the Board would convene into closed session under section 551.074 and if necessary, section 551.071 for the purpose of the Board Policy FNG(Local) Level III Grievance Hearing: Adam Reed.</p>	<p>FNG(Local) Level III Grievance Hearing: Adam Reed</p>
<p>The board reconvened into open session at 6:02 pm having taken no action in closed session. A motion was made by Eric Eager and seconded by Debbie Rentería for the Board to deny Mr. Reed’s grievance because the text questions are proprietary property of a third party vendor selected by the state and the district does not have access. The motion passed 5 – 0.</p>	<p>No. 8800 Adam Reed Grievance</p>
<p>Regina Harris, Chris Poteet, Debbie Rentería, Megan Timme, Eric Eager None</p>	<p>Yeas Nays</p>
<p>Ms. Harris stated that the action taken serves as a grievance notice of the Board’s decision and the grievance is concluded.</p>	<p>Adam Reed</p>

Ms. Harris announced that the Board would take a brief break.	Grievance Concluded Break
Ms. Harris resumed the Meeting at 6:15 p.m., at 400 S. Greenville Avenue, Richardson, Texas, with the following present: Ms. Regina Harris, President; Mrs. Debbie Rentería, Secretary, Mr. Eric Eager, Mr. Eron Linn, Mr. Chris Poteet, and Mrs. Megan Timme, as well as Ms. Leticia McGowan, General Counsel.	Meeting Resumed - Present
None	Absent
At 6:15 pm, Ms. Harris stated that the Board would convene into closed session in accordance with the Texas Open Meetings Act, Texas government code sections, 551.074 – Personnel, Discussion of Superintendent Search and 551.071 – Consultation with Attorney.	Closed Session
At 6:48 pm, the Board reconvened into open session having taken no action while in closed session.	
The following persons addressed the board during the public comment section of the meeting: • None	Public Comment
Ms. Harris stated that at the April 13 th called meeting, the board heard presentations from three search firms. A motion was made by Debbie Rentería and seconded by Eric Eager to select O’Hanlon, Demerath & Castillo to conduct the superintendent search and authorize the CFO to negotiate and enter into a contract on behalf of the trustees for the superintendent search services and to approve the resolution whereas, the Board of Trustees, consistent with its strategy to pursue a search firm to recruit a new Superintendent of Schools and facilitate community engagement; and whereas, in accordance with Texas Education Code, Section 44.031(b), the Board has reviewed proposal submissions and interviewed the top-ranking search firm candidates; and therefore be it resolved, that the Board of Trustees of the Richardson Independent School District hereby recommends and authorizes the Administration to negotiate and enter into a contract by and between Richardson Independent School District and a search firm interviewed on April 13, 2022 and identified at the April 19, 2022 called board meeting for services related to an executive search for the Superintendent of Schools and be it further resolved that the chief financial officer is authorized to execute such contract. The motion passed 6 – 0.	No. 8801 O’Hanlon, Demerath & Castillo hired for Supt. Search
Eric Eager, Regina Harris, Eron Linn, Chris Poteet, Debbie Rentería, Megan Timme None	Yeas Nays
Ms. Harris adjourned the meeting at 7:04 pm on April 19, 2022.	Adjourned
Approved as submitted on May 9, 2022.	

Debbie Rentería, Secretary

Regina Harris, President

RICHARDSON INDEPENDENT SCHOOL DISTRICT
Board of Trustees
May 3, 2022

<p>The Board of Trustees of the Richardson Independent School District met in a Called Meeting at 8:03 a.m., at 400 S. Greenville Avenue, Richardson, Texas, with the following present: Ms. Regina Harris, President; Mrs. Debbie Renteria, Secretary (via video-conference); Mr. Eric Eager, Mr. Eron Linn, Mr. Chris Poteet, and Mrs. Megan Timme, as well as Ms. Leticia McGowan, General Counsel.</p>	<p>Present</p>
<p>None</p>	<p>Absent</p>
<p>At 8:03 a.m., Ms. Harris announced that the board would enter into closed session in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.074 – Personnel, Discussion with search firm on matters related to Superintendent search and Section 551.071 – Consultation with Attorney.</p>	<p>Closed Meeting – Consultation with Attorney</p>
<p>The Board reconvened into Open Meeting at 10:02 am having taken no action during closed session.</p>	<p>Open Session</p>
<p>There were no public comment cards submitted.</p>	<p>Public Comment</p>
<p>Ms. Harris announced that at the April 19th called meeting, the Board contracted with O’Hanlon, Demerath & Castillo to conduct a Superintendent search. At this meeting, the Board met with Benjamin Castillo and Eden Ramirez, Jr. to discuss and develop the Superintendent search and timeline. A motion was made by Eron Linn and seconded by Megan Timme to adopt the Superintendent Search timeline as proposed by O’Hanlon, Demerath & Castillo.</p>	<p>No. 8802 Superintendent Search Firm Timeline</p>
<p>Regina Harris, Eric Eager, Eron Linn, Chris Poteet, Debbie Rentería, Megan Timme None</p>	<p>Yeas Nays</p>
<p>Ms. Harris adjourned the meeting at 10:03 am on May 3, 2022.</p>	<p>Adjourned</p>
<p>Approved as submitted on May 9, 2022.</p>	

Debbie Rentería, Secretary

Regina Harris, President

**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: May 9, 2022

Submitted by: Christopher B. Goodson, Ed.D.
Assistant Superintendent, Human Resources

ACTION ITEM

TOPIC: Human Resources Report

BACKGROUND INFORMATION

Listed on the following pages is the Human Resources Report. Part A of this report includes the appointments of professional personnel. The Assistant Superintendent of Human Resources has reviewed this report and recommends that the Board employ the individuals listed to work in the Richardson Schools during the 2021-2022 school year under the salary schedule adopted by the Board, subject to assignment and reassignment as determined by the Interim Superintendent.

Also submitted for your information in Part B of the Human Resources Report, are appointments of paraprofessionals and classified employees, and separations of professional, paraprofessional, and classified personnel.

INTERIM SUPERINTENDENT'S RECOMMENDATION

The Interim Superintendent recommends that the Board of Trustees approve Part A of the Human Resources Report, dated May 9, 2022.

RESOLUTION

WHEREAS, the Board of Trustees has approved the appropriate budgets and staffing allocations for the Richardson Independent School District and the following recommendations fall within those guidelines; and

WHEREAS, the appointment of highly qualified, student-focused staff supports the Board's vision, values, goals, and mission;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Richardson Independent School District approves Part A of the Human Resources Report for May 9, 2022.

PART A: PROPOSED PERSONNEL ACTIONS SUBMITTED FOR BOARD OF TRUSTEES' APPROVAL

APPOINTMENTS OF PROFESSIONAL PERSONNEL:

ELEMENTARY

LAST NAME	FIRST NAME	ASSIGNMENT	START DATE	ORGANIZATION
ASEMOTA	BIGSTUFF	TEACHER	04/08/2022	AUDELIA CREEK ELEMENTARY
BONNER	TAYLOR	TEACHER	04/27/2022	NORTHRICH ELEMENTARY
PELTO	KATELYN	TEACHER	04/11/2022	PRESTONWOOD ELEMENTARY

SECONDARY

LAST NAME	FIRST NAME	ASSIGNMENT	START DATE	ORGANIZATION
None				

CENTRAL PROFESSIONAL

LAST NAME	FIRST NAME	ASSIGNMENT	START DATE	ORGANIZATION
None				

ADMINISTRATIVE PROFESSIONAL

LAST NAME	FIRST NAME	ASSIGNMENT	START DATE	ORGANIZATION
WILSON	JEFFREY	DIRECTOR - SAFETY/SECURITY	4/19/2022	SAFETY & SECURITY-936

PART B: Personnel Actions Submitted for Board of Trustees' Information

SEPARATIONS of Personnel:

PROFESSIONAL/ CLASSIFIED/PARA- PROFESSIONAL	LAST NAME	FIRST NAME	ASSIGNMENT/ SUBJECT/GRADE	LOCATION	LOCAL YEARS EXPERIENCE	DATE EFFECTIVE
PROFESSIONAL SECONDARY	AGUILAR	CRISTINA	TEACHER	R NORTH JUNIOR HIGH	4	04/14/2022
PROFESSIONAL ELEMENTARY	AUSTIN	KIMBERLY	INSTRUCTIONAL COACH	MARK TWAIN ELEMENTARY	4	04/22/2022
PROFESSIONAL ADMIN	BROKER	MANDIS	SPEECH THERAPIST	SPECIAL STUDENT SERVICES	1	04/01/2022
PROFESSIONAL SECONDARY	BRYAN	CHRISTOPHER	TEACHER	JJ PEARCE HIGH SCHOOL	3	04/01/2022
CLASSIFIED	CASTILLO	ANDRES	MAINTENANCE KITCHEN SPEC	CHILD NUTRITION	11	04/08/2022
CLASSIFIED	COUSIN	LOUISE	BUS DRIVER	TRANSPORTATION	2	04/14/2022
PARAPROFESSIONAL	CRESPO-CLAUDIO	ALEYDA	STUDENT DATA SPEC	RISD ACADEMY	3	04/13/2022
PARAPROFESSIONAL	CROMARTIE	CAROL	ADMIN SPECIALIST III	HUMAN RESOURCES	4	04/01/2022
PARAPROFESSIONAL	CUNNINGHAM	SHATEVIA	SPECIAL EDUCATION AIDE	LAKE HIGHLANDS ELEMENTARY	0	04/05/2022
PARAPROFESSIONAL	DENIS	LENNY	EXECUTIVE ASSISTANT I	CAROLYN G. BUKHAIR ELEM	5	03/29/2022
CLASSIFIED	DUIHI	ELFANNE	CHILD NUTRITIONIST	NORTHWOOD HILLS ELEMENTARY	0	04/01/2022
PARAPROFESSIONAL	FIGUEROA	MOISES	TECHNICAL ASSISTANT	FORESTRIDGE ELEMENTARY	0	04/01/2022
CLASSIFIED	GADSON	SHANELL	CHILD NUTRITIONIST	THURGOOD MARSHALL ELEM	0	04/22/2022
PROFESSIONAL ELEMENTARY	GAFFORD	CARA	INSTRUCTIONAL COACH	THURGOOD MARSHALL ELEM	8	04/08/2022
CLASSIFIED	GEBREEGZEABHER	HELEN	CHILD NUTRITIONIST	RICHARDSON HIGH SCHOOL	0	03/31/2022
PROFESSIONAL ADMIN	GREENE	PATRICIA	DIAGNOSTICIAN	SPECIAL STUDENT SERVICES	1	03/31/2022
CLASSIFIED	HERIQUEZ AYALA	CARLOS	GROUPS II	GROUPS	0	04/15/2022
CLASSIFIED	HERNANDEZ	CONSUELO	CUSTODIAL	YALE ELEMENTARY	18	04/15/2022
PROFESSIONAL ADMIN	JONES	SHAUNTEL	BEHAVIOR SPECIALIST	SPECIAL STUDENT SERVICES	0	04/01/2022
PARAPROFESSIONAL	KINGSBURY RIMES	KAREN	STUDENT DATA SPEC	RICHLAND ELEMENTARY	14	04/01/2022
CLASSIFIED	KYLE	WILLIAM	CHILD NUTRITIONIST	JJ PEARCE HIGH SCHOOL	1	04/21/2022
CLASSIFIED	LACY-PARNELL	TYTIANA	BUS MONITOR	TRANSPORTATION	0	03/31/2022
PROFESSIONAL ELEMENTARY	LOPEZ	JEREMY	PRINCIPAL	RISD ACADEMY	2	04/01/2022
PROFESSIONAL SECONDARY	MARSELL	KRISTINA	TEACHER	LAKE HIGHLANDS HS	0	04/01/2022
PARAPROFESSIONAL	MARTINEZ	LESLIE	CLERK	MARK TWAIN ELEMENTARY	0	04/01/2022
PROFESSIONAL ELEMENTARY	MATHEWS	AMY	TEACHER	SKYVIEW ELEMENTARY	0	04/07/2022
PARAPROFESSIONAL	MCFADDEN	DAMONE	SPECIAL EDUCATION AIDE	AIKIN ELEMENTARY	1	04/08/2022
PROFESSIONAL SECONDARY	NOBLES	DANIELLE	TEACHER	R WEST TECH MAGNET	6	04/26/2022

PART B: Personnel Actions Submitted for Board of Trustees' Information Continued

SEPARATIONS of Personnel:

PROFESSIONAL/ CLASSIFIED/PARA- PROFESSIONAL	LAST NAME	FIRST NAME	ASSIGNMENT/ SUBJECT/GRADE	LOCATION	LOCAL YEARS EXPERIENCE	DATE EFFECTIVE
PARAPROFESSIONAL	RAMSEY	MATTHEW	TECHNICAL ASSISTANT	LAKE HIGHLANDS ELEMENTARY	0	04/08/2022
CLASSIFIED	RUSSELL	LANCE	LICENSED ELECTRICIAN	FACILITIES MAINTENANCE	0	04/13/2022
PARAPROFESSIONAL	SALAS	GENISES	CLERK10MO	WHITE ROCK ELEMENTARY	0	03/25/2022
CLASSIFIED	SANDERS	AKIA	CHILD NUTRITIONIST	LAKE HIGHLANDS JUNIOR HIGH	0	04/13/2022
PROFESSIONAL SECONDARY	STEINBERGER-LUSTFIELD	ELIZABETH	TEACHER	R WEST TECH MAGNET	6	04/26/2022
CLASSIFIED	SYKES	JESSIE	CUSTODIAL I	LAKE HIGHLANDS HIGH SCHOOL	24	04/29/2022
PROFESSIONAL ELEMENTARY	VALLONE	KASEY	TEACHER	PRESTONWOOD ELEMENTARY	6	04/08/2022

PART B: PERSONNEL ACTIONS SUBMITTED FOR BOARD OF TRUSTEES' INFORMATION

APPOINTMENTS OF PARAPROFESSIONAL AND CLASSIFIED PERSONNEL:

PARAPROFESSIONAL

LAST NAME	FIRST NAME	DATE	POSITION	LOCATION
ARIAS LAZON	SARA	04/25/2022	SECRETARY III	ENGLISH AS SECOND LANGUAGE
CHAPMAN	KYLE	04/20/2022	TECHNICAL ASSISTANT	LAKE HIGHLANDS ELEMENTARY
COOPER	YVETTE	04/19/2022	SPECIAL EDUCATION AIDE	SPRING CREEK ELEMENTARY
FLORES	JULIA	04/14/2022	AIDE I	WHITE ROCK ELEMENTARY
GONZALEZ	PERLA	04/21/2022	SPECIAL EDUCATION AIDE	LAKE HIGHLANDS ELEMENTARY

CLASSIFIED

LAST NAME	FIRST NAME	DATE	POSITION	LOCATION
DAWIT	HERMELA	04/25/2022	BUS MONITOR	TRANSPORTATION
HUSSAIN	ENAYET	03/30/2022	CUSTODIAL I	BERKNER HS LEARNING COMM
AGUIRRE-MALDONADO	ERNESTO	04/14/2022	CUSTODIAL I	AUDELIA CREEK ELEMENTARY
NGUYEN	THI CAY	04/26/2022	CUSTODIAL I	MATH/SCIENCE/TECH MAGNET
RAMIREZ	RAUL	04/11/2022	MAINTENANCE I	FACILITIES MAINTENANCE

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Submitted by: David Pate, CFO, Financial & Support Services

INFORMATION AND ACTION ITEM

TOPIC: Specified Best Value/Low Bids, Contracts, and Cumulative Purchases

BACKGROUND INFORMATION:

Bids for the items listed in Part A on the attached sheets were advertised and received for opening in the RISD Purchasing Department. The bid(s) listed under Part A are recommended for acceptance as the lowest responsive bid(s) or other qualifying bid that meets specifications and provides the best value to the District. If the lowest responsive bid does not fall within the budgeted amount for the item, supportive justification and information has been requested and may be made available.

Bids listed in Part B reflect vendors recommended for renewal of an existing bid that was originally approved as providing the best value/lowest responsive bid for the district.

Part C sets out purchases, contracts, contract modifications, and any contract change orders recommended for approval. The amount of items listed in Part C exceeds \$100,000. Purchases and contract(s) for the goods and services reflected under Part C have been reviewed and negotiated, where appropriate. Each contract is within the budgeted amount for the item, category, or service. As indicated, certain purchases and contracts have been renegotiated, modified, or otherwise changed. Any such changes recommended are within budgeted amounts.

Part D reflects Interlocal Agreements or other Memorandums of Understanding that address agreements and understandings between other local governmental entities or certain nonprofit organizations. These items are recommended for the Board's approval.

Part E is provided for the Board's information. The items reflected in this section involve contract amounts of less than \$100,000. Board policy CH (Local) delegates purchasing authority to the Superintendent for expenditure of budgeted amounts for goods and services under \$100,000.

Part F is provided for the Board's information. This section provides information about cumulative purchases from state-approved vendors under contracts or buying

cooperative agreements that the Board already has approved. All such purchases have been made through established District procedures to ensure that the purchase provided the best buy at the lowest available price.

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends that the Board approve the items recommended under Parts A, B, C, and D. The items in Parts E and F are provided for the Board’s information.

PROPOSED RESOLUTION

Whereas, in compliance with state purchasing and procurement requirements and other applicable law, the RISD Purchasing Department, in collaboration with the end-user departments, has solicited, received, opened, and considered responsive bids for contracts to procure various goods and services required for District operations and has made recommendations for the acceptance and approval of bids and contracts that provide the best value to the District; and

WHEREAS, the district has collaborated with other local government entities to develop Interlocal Agreements and Memoranda of Understanding to obtain goods or share services; and

WHEREAS, the District has made cumulative purchases from previously qualified vendors in accordance with applicable procedures for services and has entered into contracts for goods and services within the Superintendent’s delegated purchasing authority; and

WHEREAS, effective management of the District's purchasing and acquisition processes supports the Board's strategic objectives and strategies; now

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District accepts, and/or approves the recommended bids, contracts, and Interlocal Agreements and Memoranda of Understanding set out in Parts A, B, C, and D on the attached pages.

Board Agenda May 9, 2022

PART A - New Bids -- For Approval							
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Bid Number	Description	Recommended Vendor	Amount	Budgeted Amount	Number of Responses	Number Of No Bid Responses	Bids Sought
21-129	Miscellaneous Consultant Services	Andrea Lynn Hartgraves Michael Lysinger IF Institute, The Tutorville 3KYO LLC dba Jim The Rookie Morris Rios Security & Investigations Policing Child Care Inc. (Watkins)	Compliance	N/A	6	0	NA
22-174	Landscape Equipment and Parts	Landmark Equipment Professional Turf Products Richardson Saw & Lawnmower	Compliance		3	0	19
22-179	Project Management Software	Owner Insite, LLC	\$ 109,500.00		7	0	31
22-181	Minor Construction/Renovation Project Contractors	Epic Solar Control LLC Gliden Industries LLC Landmark Interior Builders Inc Mart, Inc. The Steam Team Restoration	Compliance		5	0	106

22-186	Mechanical, Electrical, and Plumbing Contractors	Berger Engineering Company Brazos Restoration & Waterproofing Inc. Compass Electrical Solutions LLC Denali CS DMI Corp/Decker Mechanical Engineered Air Balance Co. Inc. Entech Sales and Service Environmatic Systems Facility Solutions Group Inc. North Texas Ductworks, LLC dba NTD Mechanical Petri Electric Rushco Energy Specialists TDIndustries United Mechanical	Compliance	14	0	64
22-187	Engineered Wood Fiber and Delivery	GWG Wood Group Inc.	Compliance	2	0	10

PART B - Bid Renewals -- For Approval							
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Bid Number	Description	Recommended Vendor	Amount	Budgeted Amount	Number of Responses	Number Of No Bid Responses	Bids Sought
21-123	Elevator and Wheelchair Lifts - Service and Inspections	Metroplex Elevator Oracle Elevator EMR Elevator Prestige Elevator					
1547	Dental PPO/Dental DHMO Insurance	Cigna Dental Health of Texas, Inc					
1498	Annual Financial Audit Services	Whitley Penn LLP					

PART C - Purchase and Contract Information (Greater than \$100,000) -- For Approval

Purchases, Contracts, Contract Modifications & Change	Amount
Infinity Sound - LHHS auditorium AV and Lighting Renovations (Buyboard 655-21)	\$ 839,678.00
Infinity Sound - RHS auditorium AV and Lighting Renovations (Buyboard 655-21)	\$ 597,465.00
School Innovations & Achievements - Year 4 and 5 renewals for attendance management system (RISD #1542)	\$ 552,400.00
Mythics - Continuation of Oracle licensing and support (DIR-TSO-4158)	\$ 483,341.43
Netsync Network Solutions - Network equipment spare items (DIR-TSO-4167)	\$ 190,904.82

PART D - Interlocals, MOU's, and Other -- For Approval

Interlocals

None

Memorandum of Understanding

ESS South Central, LLC - Substitute Staff Placement Agreement

Other

Oncor Electrical Easement and Temporary Electrical Easement for LHMS Construction Project

PART E - Contracts, Contract Modifications & Change Orders:	Amount
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Supplemental Health Care on behalf of Allison White - Fulfill all teacher responsibilities including planning and delivering instruction, preparing for an attending ARD committee meeting, and participating	\$ 52,000.00
East Texas Educational Contracting on behalf of Christine Cohen - Support RISD's Evaluation staff to include, but not limited to, educational assessment, report writing, and attendance of ARD meetings, through June 9, 2022.	\$ 43,600.00
Imagine Freedom (IF) Institute - Facilitation of RISD's 3rd Annual Teen Equity Summit. The summit is an optional school day activity for high school grades 9-12, serving 50 students per high school. Participation requires parental approval. The purpose of the summit is to: Provide leadership development around student-identified	\$ 23,500.00

PART F - Cumulative Purchases -- Information Only
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Cumulative Purchases from Qualified Vendors:	Amount
BUY BOARD - Texas Association of School Boards	\$ 1,182,197.70
CCGPF - Collin County Governmental Purchasing Forum	\$ 26,526.75
CPGPC - Choice Partners	\$ 15,780.69
DIR - State of Texas Department of Information Resources	\$ 101,329.18
EPCNT - Education Purchasing Cooperative of North Texas	\$ 119,276.63
NCPA - National Cooperative Purchasing Alliance	\$ 1,200.00
SOURCEWELL - Sourcwell (previously NJPA)	\$ 93,291.75
OMNIA Partners - TCPN/IPA/US Communities	\$ 338,626.03
PPPCP - Prospering Pals	\$ 1,013.82
TCCPP - Tarrant County Cooperative Purchasing Program	\$ 60,000.00
TIPS - The Interlocal Purchasing System	\$ 237,803.70

TPASS - Texas Procurement and Support Services

\$ 4,285.15
TOTAL: \$ 2,181,331.40

BOARD AGENDA - MAY 9, 2022
RECOMMENDED SPECIFIED BID COMMENTS

Bid #	Description	Comments
21-129	Miscellaneous Consultant Services	This RFP (unsealed) establishes a roster of vendors to be used for consulting contracts. Vendors will be added as responses are submitted to the district and approved for district use. Contracts will be reported as needed per the BOT reporting guidelines. The term for this roster of vendors ends 8/31/2026.
22-174	Landscape Equipment and Parts	An RFSP was facilitated to establish vendors for various purchases of Landscape Equipment and Parts. The highest ranked vendors were selected. This agreement will be four (4) years, ending May 2026.
22-179	Project Management Software	An RFSP was facilitated for the Facilities department to obtain a project management software package. The highest ranked vendor was selected. This agreement is for three years.
22-181	Minor Construction/Renovation Project Contractors	An RFQ was facilitated to establish a roster of contractors to perform minor construction and renovation projects district-wide. This is a (4) year term ending June 2026.
22-186	Mechanical, Electrical, and Plumbing Contractors	An RFQ was facilitated to qualify vendors for various Mechanical, Electrical, and Plumbing projects. The highest ranked vendors were selected. This agreement will be five (5) years, ending May 2027.
22-187	Engineered Wood Fiber and Delivery	An RFP was facilitated to establish a vendor to provide Engineered Wood Fiber for various playgrounds. Vendors were evaluated and the highest ranked vendor is recommended. This has a term of three years through May 2025.

Bid Renewals:

Bid #	Description	Comments
21-123	Elevator and Wheelchair Lifts - Service and Inspections	Proposals were solicited for continuance of the service that maintains the mobility equipment at multiple District locations. Besides routine maintenance, emergency needs and state-required inspections are critical elements of the overall service. A roster of certified sources is recommended for availability during the annual agreement that can be renewed for four consecutive years. This is the first renewal option.
1547	Dental PPO/Dental DHMO Insurance	Original contract term was 9/1/2019 - 8/31/2022. Solicitation allowed for 3 (three) 1-year renewal options. RISD and vendor have agreed to continue, executing the first one year renewal option.
1498	Annual Financial Audit Services	Proposals were solicited for the Annual Financial Audit Service and presented to the Board March 2018. The proposal allows for the district to extend this service through fiscal year June 30, 2022. The district and vendor have agreed to renew for an additional year. This will cover Fiscal Year 2022.

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Submitted by: David Pate, CFO, Finance & Support Services

INFORMATION ITEM

TOPIC: Upcoming Bids

BACKGROUND INFORMATION

Attached is a schedule of anticipated bids for the next 12 months.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent presents this schedule for the Board's information.

RISD Purchasing Department- Upcoming Bids

BOT Meeting

June

Promotional Products (Non-Uniform)
Hardwood Flooring Products and Services
Catering Services
Minor Construction/Renovation Project Contractors
Truck & Bus Equipment, Parts, & Service
Project Management Software
Architectural Services

August

Uniforms (District Employees)

September

October

November

Music Supplies
Temporary Labor Services

December

January

February

Full Service Branding and Marketing Services

March

April

**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: May 09, 2022

Submitted by: David Pate, CFO, Finance and Support Services

INFORMATION ITEM

TOPIC: Bond Expenditure Reports

BACKGROUND INFORMATION

The Bond Program Management Department prepares a report of the 2016 bond authorization expenditures each month. These reports are presented as part of a process to ensure community understanding and provide a degree of oversight of financial decisions regarding these monies.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent presents these reports for the Board's information.

RICHARDSON INDEPENDENT SCHOOL DISTRICT
Bond Expenditures By Project Through April 19, 2022
Bond Series 2016

	Original Budget	Amended Budget	Spent and Committed	% Spent To Date	Balance	Estimate To Complete	Available or (Shortage)	Amounts Issued 2016 Bond	Changes from Prior Report 21-Mar-22		
									Spent and Committed	Estimate to Complete	Available or (Shortage)
Instruction & Technology											
Athletics	9,205,140	8,656,850	7,834,555	90.5%	822,294	822,294	-	9,205,140	-	(0)	-
Career & Technical Education	16,332,244	16,544,746	16,135,878	97.5%	408,868	408,868	-	16,332,244	855	(855)	-
Fine Arts	7,405,580	7,196,797	6,865,552	95.4%	331,246	331,246	-	7,405,580	-	-	-
Health Services	266,780	358,445	358,445	100.0%	-	-	-	266,780	-	-	-
Innovative Instructional Space/Library Media	19,188,412	16,534,298	16,198,016	98.0%	336,282	336,282	-	19,188,412	10	(10)	-
Instructional Technology	59,216,049	63,704,945	59,033,944	92.7%	4,671,000	4,671,000	-	59,216,049	-	0	-
Junior Reserve Officer Training Corp (JROTC)	623,500	660,610	565,923	85.7%	94,687	94,687	-	623,500	-	-	-
Language Arts	1,914,445	1,916,255	1,859,102	97.0%	57,153	57,153	-	1,914,445	11,008	(11,008)	-
Languages Other Than English	1,185,800	1,196,600	1,151,680	96.2%	44,920	44,920	-	1,185,800	-	-	-
Mathematics	1,151,550	1,151,550	1,151,369	100.0%	181	181	-	1,151,550	-	-	-
Multipurpose Activity Centers	59,981,665	50,749,416	49,892,912	98.3%	856,504	856,504	-	59,981,665	-	-	-
PACE After School Program	216,000	223,204	206,582	92.6%	16,622	16,622	-	216,000	-	-	-
Physical Education & Health	489,400	462,878	449,863	97.2%	13,014	13,014	-	489,400	-	-	-
Science	2,656,702	2,657,328	2,656,598	100.0%	730	730	-	2,656,702	-	(0)	-
Social Studies	311,523	340,900	311,708	91.4%	29,192	29,192	-	311,523	-	-	-
Special Education	1,438,000	2,973,431	1,761,787	59.3%	1,211,644	1,211,644	-	1,438,000	13,614	(13,614)	-
Student Assistance Programs	55,875	55,875	49,292	88.2%	6,583	6,583	-	55,875	-	-	-
Student Performance and Evaluation	410,000	437,026	357,169	81.7%	79,856	79,856	-	410,000	-	-	-
Visual Arts	547,697	469,294	465,795	99.3%	3,499	3,499	-	547,697	-	-	-
	<u>182,596,362</u>	<u>176,290,446</u>	<u>167,306,171</u>	<u>94.9%</u>	<u>8,984,275</u>	<u>8,984,275</u>	<u>-</u>	<u>182,596,362</u>	<u>25,487</u>	<u>(25,487)</u>	<u>-</u>
Infrastructure and Support											
Enterprise Technology	35,565,000	32,819,152	26,829,007	81.7%	5,990,144	5,990,144	-	35,565,000	54,400	(54,400)	-
Facilities	97,507,693	86,782,451	83,670,922	96.4%	3,111,529	3,111,529	-	97,507,693	1,528,682	(1,528,682)	-
Furniture, Office Equipment, Copiers	7,534,426	10,189,436	9,205,262	90.3%	984,174	984,174	-	7,534,426	-	-	-
Maintenance & Operations	3,294,834	3,294,834	3,294,834	100.0%	(0)	(0)	-	3,294,834	(0)	0	-
Program and Project Management	1,282,044	1,329,012	1,229,513	92.5%	99,498	99,498	-	1,282,044	100,345	(100,345)	-
Transportation	3,349,835	1,136,957	1,092,328	96.1%	44,628	44,628	-	3,349,835	(99,756)	99,756	-
	<u>148,533,832</u>	<u>135,551,841</u>	<u>125,321,867</u>	<u>92%</u>	<u>10,229,974</u>	<u>10,229,974</u>	<u>-</u>	<u>148,533,832</u>	<u>1,583,670</u>	<u>(1,583,670)</u>	<u>-</u>
Construction											
Construction	107,271,359	133,993,837	131,602,383	98.2%	2,391,454	2,391,454	-	107,271,359	-	-	-
	<u>107,271,359</u>	<u>133,993,837</u>	<u>131,602,383</u>	<u>98.2%</u>	<u>2,391,454</u>	<u>2,391,454</u>	<u>-</u>	<u>107,271,359</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL 2016 BOND	<u>438,401,553</u>	<u>445,836,124</u>	<u>424,230,421</u>	<u>95.2%</u>	<u>21,605,703</u>	<u>21,605,703</u>	<u>-</u>	<u>438,401,553</u>	<u>1,609,158</u>	<u>(1,609,158)</u>	<u>-</u>

(1) "Estimate To Complete" includes 100% of the original project estimate for projects not yet bid and estimated cost of projects in progress.

(2) From the total bond amount, \$84M was issued on 7/21/16, \$225M was issued on 5/31/17, and \$128M was issued on 6/13/19

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 09, 2022

Submitted by: David Pate, CFO, Finance and Support Services

INFORMATION ITEM

TOPIC: Bond Expenditure Reports

BACKGROUND INFORMATION

The Bond Program Management Department prepares a report of the 2021 bond authorization expenditures each month. These reports are presented as part of a process to ensure community understanding and provide a degree of oversight of financial decisions regarding these monies.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent presents these reports for the Board's information.

RICHARDSON INDEPENDENT SCHOOL DISTRICT
Bond Expenditures By Project Through April 19, 2022
Bond Series 2021

	Original Budget	Amended Budget	Spent and Committed	% Spent To Date	Balance	Estimate To Complete	Available or (Shortage)	Amounts Issued 2021 Bond	Changes from Prior Report 21-Mar-22		
									Spent and Committed	Estimate to Complete	Available or (Shortage)
Instruction & Technology											
Accountability Continuous Imp	2,165,000	2,165,000	1,644,581	76.0%	520,419	520,419	-	2,165,000	466,961	(466,961)	-
Advance Learning Services	1,159,000	1,159,000	452,106	39.0%	706,894	706,894	-	1,159,000	16,850	(16,850)	-
Athletics	3,875,360	3,875,360	613,850	15.8%	3,261,510	3,261,510	-	3,875,360	2,417	(2,417)	-
Bilingual	575,000	575,000	394,763	68.7%	180,237	180,237	-	575,000	-	-	-
Career & Technical Education	4,050,000	4,050,000	948,776	23.4%	3,101,224	3,101,224	-	4,050,000	53,373	(53,373)	-
English as Second Language	2,903,130	2,903,130	1,091,250	37.6%	1,811,880	1,811,880	-	2,903,130	-	-	-
Fine Arts Music and Theatre	3,696,000	3,696,000	1,951,420	52.8%	1,744,580	1,744,580	-	3,696,000	111,274	(111,274)	-
Health Services	213,000	213,000	24,831	11.7%	188,169	188,169	-	213,000	13,382	(13,382)	-
Innovative Instructional Space/Library Media	855,500	855,500	362,427	42.4%	493,073	493,073	-	855,500	(58,413)	58,413	-
Instructional Technology	47,710,639	47,710,639	17,588,765	36.9%	30,121,874	30,121,874	-	47,710,639	403,820	(403,820)	-
JROTC	112,194	112,194	-	0.0%	112,194	112,194	-	112,194	-	-	-
Language Arts	2,050,050	2,050,050	-	0.0%	2,050,050	2,050,050	-	2,050,050	-	-	-
Language Other Than English	13,000	263,000	232,010	88.2%	30,990	30,990	-	13,000	231,248	18,752	-
Literacy & Intervention	3,154,015	3,154,015	3,154,015	100.0%	-	-	-	3,154,015	-	-	-
Mathematics	2,824,500	2,824,500	2,824,500	100.0%	-	-	-	2,824,500	-	-	-
Physical Education & Health	120,000	120,000	55,500	46.2%	64,500	64,500	-	120,000	9,979	(9,979)	-
PreKindergarten	251,744	251,744	112,317	44.6%	139,427	139,427	-	251,744	52,364	(52,364)	-
Prevention Programming	49,500	49,500	22,182	44.8%	27,318	27,318	-	49,500	-	-	-
Print Services	1,590,000	1,590,000	1,515,133	95.3%	74,867	74,867	-	1,590,000	-	(0)	-
Science	784,000	784,000	119,613	15.3%	664,387	664,387	-	784,000	10,429	(10,429)	-
Social Studies	92,000	92,000	-	0.0%	92,000	92,000	-	92,000	-	-	-
Special Student Services	609,356	609,356	504,688	82.8%	104,668	104,668	-	609,356	-	-	-
Teaching and Learning Svcs	1,124,000	1,124,000	970,740	86.4%	153,260	153,260	-	1,124,000	-	-	-
Visual Arts	344,616	344,616	333,988	96.9%	10,628	10,628	-	344,616	2,236	(2,236)	-
	<u>80,321,604</u>	<u>80,571,604</u>	<u>34,917,455</u>	<u>43.3%</u>	<u>45,654,149</u>	<u>45,654,149</u>	<u>-</u>	<u>80,321,604</u>	<u>1,315,919</u>	<u>(1,065,919)</u>	<u>-</u>
Infrastructure and Support											
Enterprise Technology	19,065,000	19,065,000	13,198,417	69.2%	5,866,583	5,866,583	-	19,065,000	315,565	(315,565)	-
Facilities	28,158,919	56,661,290	40,565,489	71.6%	16,095,801	16,095,801	-	28,158,919	61,290	55,592	-
Furniture, Office Equipment, Copiers	4,511,468	5,725,483	4,607,076	80.5%	1,118,407	1,118,407	-	4,511,468	1,207,790	6,225	-
Maintenance & Operations	1,056,111	1,056,111	403,391	38.2%	652,720	652,720	-	1,056,111	47,113	(47,113)	-
Program and Project Management	361,200	361,200	108,535	30.0%	252,665	252,665	-	361,200	23,983	(23,983)	-
Safety and Security	3,380,763	3,380,763	428,259	12.7%	2,952,504	2,952,504	-	3,380,763	82,583	(82,583)	-
Transportation	5,070,031	5,070,031	4,188,467	82.6%	881,564	881,564	-	5,070,031	745,862	(745,862)	-
	<u>61,603,492</u>	<u>91,319,878</u>	<u>63,499,634</u>	<u>69.5%</u>	<u>27,820,245</u>	<u>27,820,245</u>	<u>-</u>	<u>61,603,492</u>	<u>2,484,186</u>	<u>(1,153,288)</u>	<u>-</u>
Construction											
Construction	103,799,087	105,328,890	84,397,465	80.1%	20,931,425	20,931,425	-	103,799,087	1,354,332	(1,354,332)	-
	<u>103,799,087</u>	<u>105,328,890</u>	<u>84,397,465</u>	<u>80.1%</u>	<u>20,931,425</u>	<u>20,931,425</u>	<u>-</u>	<u>103,799,087</u>	<u>1,354,332</u>	<u>(1,354,332)</u>	<u>-</u>
TOTAL 2021 BOND	<u>245,724,183</u>	<u>277,220,373</u>	<u>182,814,554</u>	<u>65.9%</u>	<u>94,405,819</u>	<u>94,405,819</u>	<u>-</u>	<u>245,724,183</u>	<u>5,154,437</u>	<u>(3,573,540)</u>	<u>-</u>

(1) "Estimate To Complete" includes 100% of the original project estimate for projects not yet bid and estimated cost of projects in progress.

(2) From the total bond amount, \$200M was issued on 07/19/21

**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: May 9, 2022

Submitted by: David Pate, CFO, Finance & Support Services

ACTION ITEM

TOPIC: Budget Status Report – 2021-2022 Annual Budget

BACKGROUND INFORMATION

In compliance with the Texas Education Code and also with TEA Financial Accounting and Reporting Budgeting Module, the expenditure budget for the District must be approved by the Board of Trustees. The annual budget includes Funds 199 (Operating), 240 (Child Nutrition), and 599 (Debt Service) and is adopted by function and object series as prescribed by the Budgeting Module.

Many changes in function expenditures occur within each month. To keep the Board informed of these changes, the Budget Status Report for expenditures is presented for approval on a monthly basis. Changes in function expenditures or appropriations in amounts greater than \$5,000 are not made until the Board of Trustees gives its approval.

SUPERINTENDENT’S RECOMMENDATION

The Superintendent recommends that the Board of Trustees of the Richardson Independent School District approve the Budget Status Report as listed on the following pages.

RESOLUTION

WHEREAS, the Board of Trustees adopted the budget for the fiscal year in June; and

WHEREAS, changes occur in expenditures during the year; and

WHEREAS, these changes are necessary for the successful education of the students in the district and

WHEREAS, ensuring timely and accurate financial record keeping supports the Board’s Strategic Objectives and Strategies;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District approve the Budget Status Report on the following pages.

Summary of Budget - Proposed Amendments - All Official Funds
Summary as of Date May 9, 2022

Description	Original Budget	Previously Adopted Budget Amendments			Revised Budget	Proposed Budget Amendments			Potential Revised Budget
		Rolled Over Encumbrances	Other Plan Changes	Fund Balance Neutral Transfers		Rolled Over Encumbrances	Other Plan Changes	Fund Balance Neutral Transfers	
Beginning Fund Balance	\$ 123,634,151	\$ -	\$ -	\$ -	\$ 123,634,151	\$ -	\$ -	\$ -	\$ 123,634,151
Revenues									
Local	368,913,621	-	7,320,821	-	376,234,442	-	24,123	-	376,258,565
State	95,421,156	-	(2,436,082)	-	92,985,074	-	-	-	92,985,074
Federal	20,975,891	-	-	-	20,975,891	-	781,236	-	21,757,127
Total Revenues	485,310,668	-	4,884,739	-	490,195,407	-	805,359	-	491,000,766
Expenditures									
Function 11 - Instruction	234,487,229	446,421	311,421	(569,199)	234,675,872	-	-	(59,354)	234,616,518
Function 12 - Library/Media Services	6,264,140	72,498	-	108,983	6,445,621	-	-	(1,477)	6,444,144
Function 13 - Curriculum/Instructional Staff Development	8,424,563	88,023	-	157,020	8,669,606	-	-	(8,849)	8,660,757
Function 21 - Instruction Leadership	6,487,288	63,277	-	192,797	6,743,362	-	-	16,010	6,759,372
Function 23 - School Leadership	26,602,595	13,676	-	14,190	26,630,461	-	-	1,454	26,631,915
Function 31 - Guidance / Counseling	19,715,211	192,708	-	636,280	20,544,199	-	-	(627)	20,543,572
Function 32 - Social Work Services	1,343,710	344	-	-	1,344,054	-	-	-	1,344,054
Function 33 - Health Services	5,819,946	260	400,000	(340)	6,219,866	-	-	(279)	6,219,587
Function 34 - Student Transportation	10,233,463	5,414	346,000	(321,640)	10,263,237	-	234,123	8,000	10,505,360
Function 35 - Child Nutrition	18,885,168	-	-	-	18,885,168	-	781,236	-	19,666,404
Function 36 - Co-curricular / Extracurricular Activities	6,455,942	14,386	-	154,295	6,624,623	-	65,000	45,495	6,735,118
Function 41 - General Administration	11,506,258	136,740	532,511	(507,298)	11,668,211	-	-	6,250	11,674,461
Function 51 - Maintenance & Operations	32,515,882	697,047	3,679,035	-	37,233,103	-	-	(16,000)	37,217,103
Function 52 - Security Services	2,593,396	15,377	-	(54,411)	2,554,362	-	500,000	9,000	3,063,362
Function 53 - Data Processing Services	5,686,419	16,684	-	(156,245)	5,546,858	-	-	-	5,546,858
Function 61 - Community Services	1,060,655	135	-	7,000	1,067,790	-	-	377	1,068,167
Function 71 - Debt Administration	66,486,395	-	-	12,429	66,498,824	-	-	-	66,498,824
Function 72 - Debt Administration	27,897,471	-	-	(17,041)	27,880,430	-	-	-	27,880,430
Function 73 - Debt Administration	7,500	-	-	17,041	24,541	-	-	-	24,541
Function 81 - Facilities Acquisition & Construction	8,927	-	-	-	8,927	-	-	-	8,927
Function 91 - Intergovernmental Charges	1,199,930	-	697,897	-	1,897,827	-	600,000	-	2,497,827
Function 92 - Incremental Ch 41 costs	-	-	-	-	-	-	-	-	-
Function 93 - Payments to Member Districts	255,704	-	-	(15,000)	240,704	-	174,024	-	414,728
Function 95 - Payments to JJAEP	50,000	-	-	-	50,000	-	-	-	50,000
Function 97 - Payments to Tax Increment	1,900,000	-	-	-	1,900,000	-	-	-	1,900,000
Function 99 - Other Intergovernmental Charges	1,170,562	-	-	-	1,170,562	-	-	-	1,170,562
Total Expenditures	497,058,354	1,762,990	5,966,864	0	504,788,208	-	2,354,383	-	507,142,591
Other Plan Sources (Uses)									
7911 Refunding Bonds Issued	-	-	-	-	-	-	-	-	-
7912 Sale of Real and Personal Property	100,000	-	-	-	100,000	-	-	-	100,000
7916 Premium on Issuance of Bonds	-	-	-	-	-	-	-	-	-
7915 Transfers In	-	-	-	-	-	-	-	-	-
8911 Transfers Out	(1,000,000)	-	-	-	(1,000,000)	-	-	-	(1,000,000)
8949 Payment to Refunded Bond Escrow Agent	-	-	-	-	-	-	-	-	-
Total Other Plan Sources (Uses)	(900,000)	-	-	-	(900,000)	-	-	-	(900,000)
Ending Fund Balance	\$ 110,986,465	\$ (1,762,990)	\$ (1,082,125)	\$ (0)	\$ 108,141,350	\$ -	\$ (1,549,024)	\$ -	\$ 106,592,326

Note: The beginning fund balance reflects the 2020-21 ending fund balance per the 2020-21 CAFR less nonspendable balances and restrictions, commitments and assignments in the General Fund.

Summary of Budget - Proposed Amendments - General Operating Fund
Summary as of Date May 9, 2022

Description	Original Budget	Previously Adopted Budget Amendments			Revised Budget	Proposed Budget Amendments			Potential Revised Budget
		Rolled Over Encumbrances	Other Plan Changes	Fund Balance Neutral Transfers		Rolled Over Encumbrances	Other Plan Changes	Fund Balance Neutral Transfers	
Beginning Fund Balance	\$ 94,350,389	\$ -	\$ -	\$ -	\$ 94,350,389	\$ -	\$ -	\$ -	\$ 94,350,389
Revenues									
Local	273,323,525	-	4,743,990	-	278,067,515	-	24,123	-	278,091,638
State	94,845,767	-	(2,388,443)	-	92,457,324	-	-	-	92,457,324
Federal	7,975,218	-	-	-	7,975,218	-	-	-	7,975,218
Total Revenues	376,144,510	-	2,355,547	-	378,500,057	-	24,123	-	378,524,180
Expenditures									
Function 11 - Instruction	234,487,229	446,421	311,421	(569,199)	234,675,872	-	-	(59,354)	234,616,518
Function 12 - Library/Media Services	6,264,140	72,498	-	108,983	6,445,621	-	-	(1,477)	6,444,144
Function 13 - Curriculum/Instructional Staff Development	8,424,563	88,023	-	157,020	8,669,606	-	-	(8,849)	8,660,757
Function 21 - Instruction Leadership	6,487,288	63,277	-	192,797	6,743,362	-	-	16,010	6,759,372
Function 23 - School Leadership	26,602,595	13,676	-	14,190	26,630,461	-	-	1,454	26,631,915
Function 31 - Guidance / Counseling	19,715,211	192,708	-	636,280	20,544,199	-	-	(627)	20,543,572
Function 32 - Social Work Services	1,343,710	344	-	-	1,344,054	-	-	-	1,344,054
Function 33 - Health Services	5,819,946	260	400,000	(340)	6,219,866	-	-	(279)	6,219,587
Function 34 - Student Transportation	10,233,463	5,414	346,000	(321,640)	10,263,237	-	234,123	8,000	10,505,360
Function 35 - Child Nutrition	549,072	-	-	-	549,072	-	-	-	549,072
Function 36 - Co-curricular / Extracurricular Activities	6,455,942	14,386	-	154,295	6,624,623	-	65,000	45,495	6,735,118
Function 41 - General Administration	11,506,258	136,740	532,511	(507,298)	11,668,211	-	-	6,250	11,674,461
Function 51 - Maintenance & Operations	32,246,685	697,047	3,679,035	341,139	36,963,906	-	-	(16,000)	36,947,906
Function 52 - Security Services	2,593,396	15,377	-	(54,411)	2,554,362	-	500,000	9,000	3,063,362
Function 53 - Data Processing Services	5,686,419	16,684	-	(156,245)	5,546,858	-	-	-	5,546,858
Function 61 - Community Services	1,058,155	135	-	7,000	1,065,290	-	-	377	1,065,667
Function 71 - Debt Administration	1,395	-	-	12,429	13,824	-	-	-	13,824
Function 72 - Debt Administration	-	-	-	-	-	-	-	-	-
Function 73 - Debt Administration	-	-	-	-	-	-	-	-	-
Function 81 - Facilities Acquisition & Construction	8,927	-	-	-	8,927	-	-	-	8,927
Function 91 - Intergovernmental Charges	1,199,930	-	697,897	-	1,897,827	-	600,000	-	2,497,827
Function 92 - Incremental Ch 41 costs	-	-	-	-	-	-	-	-	-
Function 93 - Payments to Member Districts	255,704	-	-	(15,000)	240,704	-	174,024	-	414,728
Function 95 - Payments to JJAEP	50,000	-	-	-	50,000	-	-	-	50,000
Function 97 - Payments to Tax Increment Fund	-	-	-	-	-	-	-	-	-
Function 99 - Other Intergovernmental Charges	1,170,562	-	-	-	1,170,562	-	-	-	1,170,562
Total Expenditures	382,160,590	1,762,990	5,966,864	0	389,890,444	-	1,573,147	-	391,463,591
Other Plan Sources (Uses)									
7911 Refunding Bonds Issued	-	-	-	-	-	-	-	-	-
7912 Sale of Real and Personal Property	100,000	-	-	-	100,000	-	-	-	100,000
7916 Premium on Issuance of Bonds	-	-	-	-	-	-	-	-	-
7915 Transfers In	-	-	-	-	-	-	-	-	-
8911 Transfers Out	(1,000,000)	-	-	-	(1,000,000)	-	-	-	(1,000,000)
8949 Payment to Refunded Bond Escrow Agent	-	-	-	-	-	-	-	-	-
Total Other Plan Sources (Uses)	(900,000)				(900,000)				(900,000)
Ending Fund Balance	\$ 87,434,309	\$ (1,762,990)	\$ (3,611,317)	\$ (0)	\$ 82,060,002	\$ -	\$ (1,549,024)	\$ -	\$ 80,510,978

Note: The beginning fund balance reflects the 2020-21 ending fund balance per the 2020-21 CAFR less nonspending balances and restrictions, commitments and assignments in the General Fund.

Summary of Budget - Proposed Amendments - Child Nutrition Fund
 Summary as of Date May 9, 2022

Description	Original Budget	Previously Adopted Budget Amendments			Revised Budget	Proposed Budget Amendments			Potential Revised Budget
		Rolled Over Encumbrances	Other Plan Changes	Fund Balance Neutral Transfers		Rolled Over Encumbrances	Other Plan Changes	Fund Balance Neutral Transfers	
Beginning Fund Balance	\$ 1,245,497				\$ 1,245,497				\$ 1,245,497
Revenues									
Local	5,518,237	-	-	-	5,518,237	-	-	-	5,518,237
State	88,883	-	-	-	88,883	-	-	-	88,883
Federal	13,000,673	-	-	-	13,000,673	-	781,236	-	13,781,909
Total Revenues	18,607,793	-	-	-	18,607,793	-	781,236	-	19,389,029
Expenditures									
Function 11 - Instruction	-	-	-	-	-	-	-	-	-
Function 12 - Library/Media Services	-	-	-	-	-	-	-	-	-
Function 13 - Curriculum/Instructional Staff Development	-	-	-	-	-	-	-	-	-
Function 21 - Instruction Leadership	-	-	-	-	-	-	-	-	-
Function 23 - School Leadership	-	-	-	-	-	-	-	-	-
Function 31 - Guidance / Counseling	-	-	-	-	-	-	-	-	-
Function 32 - Social Work Services	-	-	-	-	-	-	-	-	-
Function 33 - Health Services	-	-	-	-	-	-	-	-	-
Function 34 - Student Transportation	-	-	-	-	-	-	-	-	-
Function 35 - Child Nutrition	18,336,096	-	-	-	18,336,096	-	781,236	-	19,117,332
Function 36 - Co-curricular / Extracurricular Activities	-	-	-	-	-	-	-	-	-
Function 41 - General Administration	-	-	-	-	-	-	-	-	-
Function 51 - Maintenance & Operations	269,197	-	-	-	269,197	-	-	-	269,197
Function 52 - Security Services	-	-	-	-	-	-	-	-	-
Function 53 - Data Processing Services	-	-	-	-	-	-	-	-	-
Function 61 - Community Services	2,500	-	-	-	2,500	-	-	-	2,500
Function 71 - Debt Administration	-	-	-	-	-	-	-	-	-
Function 72 - Debt Administration	-	-	-	-	-	-	-	-	-
Function 73 - Debt Administration	-	-	-	-	-	-	-	-	-
Function 81 - Facilities Acquisition & Construction	-	-	-	-	-	-	-	-	-
Function 91 - Intergovernmental Charges	-	-	-	-	-	-	-	-	-
Function 92 - Incremental Ch 41 costs	-	-	-	-	-	-	-	-	-
Function 93 - Payments to Member Districts	-	-	-	-	-	-	-	-	-
Function 95 - Payments to JJAEP	-	-	-	-	-	-	-	-	-
Function 97 - Payments to Tax Increment Fund	-	-	-	-	-	-	-	-	-
Function 99 - Other Intergovernmental Charges	-	-	-	-	-	-	-	-	-
Total Expenditures	18,607,793	-	-	-	18,607,793	-	781,236	-	19,389,029
Other Plan Sources (Uses)									
7911 Refunding Bonds Issued	-	-	-	-	-	-	-	-	-
7912 Sale of Real and Personal Property	-	-	-	-	-	-	-	-	-
7916 Premium on Issuance of Bonds	-	-	-	-	-	-	-	-	-
7915 Transfers In	-	-	-	-	-	-	-	-	-
8911 Transfers Out	-	-	-	-	-	-	-	-	-
8949 Payment to Refunded Bond Escrow Agent	-	-	-	-	-	-	-	-	-
Total Other Plan Sources (Uses)	-	-	-	-	-	-	-	-	-
Ending Fund Balance	\$ 1,245,497	\$ -	\$ -	\$ -	\$ 1,245,497	\$ -	\$ -	\$ -	\$ 1,245,497

Note: The beginning fund balance reflects the 2020-21 ending fund balance less nonspendable balances per the 2020-21 AFR.

Summary of Budget - Proposed Amendments - Debt Service Fund
 Summary as of Date May 9, 2022

Description	Original Budget	Previously Adopted Budget Amendments			Revised Budget	Proposed Budget Amendments			Potential Revised Budget
		Rolled Over Encumbrances	Other Plan Changes	Fund Balance Neutral Transfers		Rolled Over Encumbrances	Other Plan Changes	Fund Balance Neutral Transfers	
Beginning Fund Balance	\$ 28,038,265				\$ 28,038,265				\$ 28,038,265
Revenues									
Local	90,071,859	-	2,576,831	-	92,648,690	-	-	-	92,648,690
State	486,506	-	(47,639)	-	438,867	-	-	-	438,867
Federal	-	-	-	-	-	-	-	-	-
Total Revenues	90,558,365	-	2,529,192	-	93,087,557	-	-	-	93,087,557
Expenditures									
Function 11 - Instruction	-	-	-	-	-	-	-	-	-
Function 12 - Library/Media Services	-	-	-	-	-	-	-	-	-
Function 13 - Curriculum/Instructional Staff Development	-	-	-	-	-	-	-	-	-
Function 21 - Instruction Leadership	-	-	-	-	-	-	-	-	-
Function 23 - School Leadership	-	-	-	-	-	-	-	-	-
Function 31 - Guidance / Counseling	-	-	-	-	-	-	-	-	-
Function 32 - Social Work Services	-	-	-	-	-	-	-	-	-
Function 33 - Health Services	-	-	-	-	-	-	-	-	-
Function 34 - Student Transportation	-	-	-	-	-	-	-	-	-
Function 35 - Child Nutrition	-	-	-	-	-	-	-	-	-
Function 36 - Co-curricular / Extracurricular Activities	-	-	-	-	-	-	-	-	-
Function 41 - General Administration	-	-	-	-	-	-	-	-	-
Function 51 - Maintenance & Operations	-	-	-	-	-	-	-	-	-
Function 52 - Security Services	-	-	-	-	-	-	-	-	-
Function 53 - Data Processing Services	-	-	-	-	-	-	-	-	-
Function 61 - Community Services	-	-	-	-	-	-	-	-	-
Function 71 - Debt Administration	66,485,000	-	-	-	66,485,000	-	-	-	66,485,000
Function 72 - Debt Administration	27,897,471	-	-	(17,041)	27,880,430	-	-	-	27,880,430
Function 73 - Debt Administration	7,500	-	-	17,041	24,541	-	-	-	24,541
Function 81 - Facilities Acquisition & Construction	-	-	-	-	-	-	-	-	-
Function 91 - Intergovernmental Charges	-	-	-	-	-	-	-	-	-
Function 92 - Incremental Ch 41 costs	-	-	-	-	-	-	-	-	-
Function 93 - Payments to Member Districts	-	-	-	-	-	-	-	-	-
Function 95 - Payments to JJAEP	-	-	-	-	-	-	-	-	-
Function 97 - Payments to Tax Increment Fund	1,900,000	-	-	-	1,900,000	-	-	-	1,900,000
Function 99 - Other Intergovernmental Charges	-	-	-	-	-	-	-	-	-
Total Expenditures	96,289,971	-	-	-	96,289,971	-	-	-	96,289,971
Other Plan Sources (Uses)									
7911 Refunding Bonds Issued	-	-	-	-	-	-	-	-	-
7912 Sale of Real and Personal Property	-	-	-	-	-	-	-	-	-
7916 Premium on Issuance of Bonds	-	-	-	-	-	-	-	-	-
7915 Transfers In	-	-	-	-	-	-	-	-	-
8911 Transfers Out	-	-	-	-	-	-	-	-	-
8949 Payment to Refunded Bond Escrow Agent	-	-	-	-	-	-	-	-	-
Total Other Plan Sources (Uses)	-	-	-	-	-	-	-	-	-
Ending Fund Balance	\$ 22,306,659	\$ -	\$ 2,529,192	\$ -	\$ 24,835,851	\$ -	\$ -	\$ -	\$ 24,835,851

Note: The beginning fund balance reflects the 2020-21 ending fund balance per the 2020-21 CAFR.

BOARD MEETING
May 9, 2022

FUND BALANCE NEUTRAL CHANGES - OPERATING FUND (199)

ACCOUNTS	REASON	AMOUNT
To 199.11.62491.867.11.0000.736.000	Cont Maint and Repair Equip	1,000.00
From 199.11.63990.042.11.1600.000.000	Other Supplies and Materials	(600.00)
From 199.11.63990.126.32.0000.839.000	Other Supplies and Materials	(5,000.00)
To 199.11.63999.108.11.0000.000.000	Equipment	444.00
To 199.11.63999.108.11.0000.000.000	Equipment	1,846.94
From 199.11.64990.108.11.0000.000.000	Other Misc Operating Cost	(444.00)
From 199.11.63991.108.11.1135.000.000	Consumable Supplies Teaching	(37.79)
To 199.11.63991.143.11.1600.000.000	Consumable Supplies Teaching	3,623.35
To 199.11.63991.145.11.0000.000.000	Consumable Supplies Teaching	389.23
From 199.11.63991.142.11.1600.000.000	Consumable Supplies Teaching	(1,458.00)
To 199.11.63991.145.11.0000.000.000	Consumable Supplies Teaching	1,800.00
From 199.11.63990.124.11.1600.000.000	Other Supplies and Materials	(100.00)
From 199.11.63991.045.11.1600.000.000	Consumable Supplies Teaching	(244.05)
To 199.11.63992.108.11.1133.000.000	Consumable Supplies Technology	89.09
From 199.11.63991.108.11.1133.000.000	Consumable Supplies Teaching	(89.09)
From 199.11.64991.108.11.1600.000.000	Food Consumed by Students	(155.43)
To 199.11.63992.108.11.2546.000.000	Consumable Supplies Technology	381.16
To 199.11.63992.108.11.2546.000.000	Consumable Supplies Technology	155.43
To 199.11.64190.122.11.1095.000.000	Other Nonemployee Travel	200.00
From 199.11.63390.902.11.0000.902.000	Other Test Material incl Study	(750.00)
To 199.11.63991.125.11.1600.000.000	Consumable Supplies Teaching	445.91
From 199.11.63990.850.11.1500.850.000	Other Supplies and Materials	(1,000.00)
To 199.11.64991.104.11.1600.000.000	Food Consumed by Students	100.00
From 199.11.63991.102.11.1600.000.000	Consumable Supplies Teaching	(150.00)
From 199.11.64990.146.11.0000.000.000	Other Misc Operating Cost	(147.66)
To 199.11.63991.106.25.1600.000.000	Consumable Supplies Teaching	220.00
From 199.11.62995.999.11.0000.733.000	Contracted Substitute Teachers	(10,000.00)
From 199.11.62995.999.11.0000.733.000	Contracted Substitute Teachers	(10,000.00)
To 199.11.61120.948.11.0000.948.000	Subst for Teachers or Oth Prof	1,000.00
To 199.11.61120.948.11.0000.948.000	Subst for Teachers or Oth Prof	600.00
From 199.11.63991.049.11.1600.000.000	Consumable Supplies Teaching	(2,300.00)
To 199.11.63991.145.30.1117.000.000	Consumable Supplies Teaching	1,250.00
To 199.11.62994.894.32.0000.894.000	Printing/Duplication	5,400.00
From 199.11.64990.699.24.0000.872.000	Other Misc Operating Cost	(30,000.00)
From 199.11.63991.108.11.1133.000.000	Consumable Supplies Teaching	(146.22)
To 199.11.63991.108.11.1093.000.000	Consumable Supplies Teaching	183.14
To 199.11.63991.108.11.1093.000.000	Consumable Supplies Teaching	146.22
From 199.11.64120.863.22.0000.863.000	Student Travel and Training	(10,000.00)
To 199.11.63991.114.11.1600.000.000	Consumable Supplies Teaching	3,000.00
From 199.11.63991.103.11.1600.000.000	Consumable Supplies Teaching	(130.00)
From 199.11.63991.003.11.1008.000.000	Consumable Supplies Teaching	(2,500.00)
From 199.11.64991.003.38.3042.000.000	Food Consumed by Students	(3,333.00)
From 199.11.64991.900.11.0000.900.000	Food Consumed by Students	(107.72)
To 199.11.64991.111.11.1600.000.000	Food Consumed by Students	311.00
From 199.11.64997.111.11.1600.000.000	Student Awards and Incentives	(311.00)
To 199.11.64995.002.11.0000.000.000	HS Graduation Expenses	26.00
To 199.11.64995.002.11.0000.000.000	HS Graduation Expenses	11.76
To 199.11.64995.002.11.0000.000.000	HS Graduation Expenses	143.12
To 199.11.64995.002.11.0000.000.000	HS Graduation Expenses	59.30
From 199.11.63990.126.36.0000.839.000	Other Supplies and Materials	(7,000.00)
To 199.11.63991.xxx.11.1600.000.000	Consumable Supplies Teaching	4,000.00
From 199.11.63990.048.11.3006.000.000	Other Supplies and Materials	(176.00)
TOTAL FUNCTION 11		(59,354.31)
From 199.12.63293.145.99.2517.000.000	Library Books Media less 5K	(389.23)
To 199.12.63293.045.99.2517.000.000	Library Books Media less 5K	244.05
From 199.12.63990.125.99.2517.000.000	Other Supplies and Materials	(4.46)
From 199.12.63293.125.99.2517.000.000	Library Books Media less 5K	(7.34)

FUND BALANCE NEUTRAL CHANGES - OPERATING FUND (199)

ACCOUNTS	REASON	AMOUNT
From 199.12.63293.114.99.2517.000.000	Library Books Media less 5K	(900.00)
From 199.12.63990.114.99.2517.000.000	Other Supplies and Materials	(700.00)
To 199.12.63293.103.99.2517.000.000	Library Books Media less 5K	130.00
From 199.12.63990.002.99.2517.000.000	Other Supplies and Materials	(26.00)
To 199.12.63293.048.99.2517.000.000	Library Books Media less 5K	176.00
TOTAL FUNCTION 12		(1,476.98)
From 199.13.64990.948.99.0000.948.000	Other Misc Operating Cost	(6,000.00)
To 199.13.64110.048.99.0000.000.000	Travel, Train, Subsistence EE	2,000.00
From 199.13.61170.889.99.0000.889.000	Xtra Pay OT Prof Personnel	(2,000.00)
From 199.13.64110.143.99.0000.000.000	Travel, Train, Subsistence EE	(3,000.00)
To 199.13.62990.142.24.0000.000.000	Misc Contracted Services	1,458.00
From 199.13.64110.145.99.0000.000.000	Travel, Train, Subsistence EE	(800.00)
From 199.13.62990.948.99.0000.948.000	Misc Contracted Services	(5,000.00)
From 199.13.64110.108.99.0000.000.000	Travel, Train, Subsistence EE	(381.16)
To 199.13.62694.909.25.0000.872.000	Rentals Operating Lease Bldgs	375.00
From 199.13.64990.893.99.0000.893.000	Other Misc Operating Cost	(300.00)
From 199.13.64110.122.99.0000.000.000	Travel, Train, Subsistence EE	(375.00)
From 199.13.61170.890.99.0000.890.000	Xtra Pay OT Prof Personnel	(500.00)
From 199.13.62990.948.99.0000.948.000	Misc Contracted Services	(1,000.00)
From 199.13.64110.108.99.0000.000.000	Travel, Train, Subsistence EE	(183.14)
From 199.13.64110.108.99.0000.000.000	Travel, Train, Subsistence EE	(240.00)
To 199.13.64110.863.22.0000.863.000	Travel, Train, Subsistence EE	10,000.00
From 199.13.64110.114.99.0000.000.000	Travel, Train, Subsistence EE	(500.00)
From 199.13.63990.114.99.0000.000.000	Other Supplies and Materials	(500.00)
From 199.13.63990.900.99.0000.900.000	Other Supplies and Materials	(1,736.06)
From 199.13.64990.890.99.0000.890.000	Other Misc Operating Cost	(166.13)
TOTAL FUNCTION 13		(8,848.49)
To 199.21.63990.839.99.0000.839.000	Other Supplies and Materials	5,000.00
To 199.21.63990.889.99.0000.889.000	Other Supplies and Materials	2,000.00
From 199.21.63990.884.99.0000.884.000	Other Supplies and Materials	(200.00)
To 199.21.64110.893.99.0000.893.000	Travel, Train, Subsistence EE	300.00
To 199.21.64992.890.99.0000.890.000	Food Consumed by EE Onsite	500.00
From 199.21.63990.948.99.0000.948.000	Other Supplies and Materials	(600.00)
To 199.21.64992.900.99.0000.900.000	Food Consumed by EE Onsite	1,843.78
To 199.21.63990.839.99.0000.839.000	Other Supplies and Materials	7,000.00
To 199.21.64992.890.99.0000.890.000	Food Consumed by EE Onsite	166.13
TOTAL FUNCTION 21		16,009.91
To 199.23.63990.042.99.0000.000.000	Other Supplies and Materials	600.00
From 199.23.63993.108.99.0000.000.000	Consumable Supplies Office	(1,846.94)
To 199.23.63990.108.99.0000.000.000	Other Supplies and Materials	37.79
From 199.23.63993.145.99.3057.000.000	Consumable Supplies Office	(1,000.00)
To 199.23.64990.124.99.0000.000.000	Other Misc Operating Cost	100.00
To 199.23.64996.902.99.0000.902.000	Staff Awards and Incentives	750.00
From 199.23.62990.125.99.2517.000.000	Misc Contracted Services	(11.63)
To 199.23.62994.102.99.0000.000.000	Printing/Duplication	150.00
To 199.23.63990.122.99.0000.000.000	Other Supplies and Materials	375.00
To 199.23.63999.049.99.0000.000.000	Equipment	2,300.00
From 199.23.64990.111.99.0000.000.000	Other Misc Operating Cost	(119.00)
To 199.23.64992.111.99.0000.000.000	Food Consumed by EE Onsite	119.00
TOTAL FUNCTION 23		1,454.22
From 199.31.61170.909.25.0000.872.000	Xtra Pay OT Prof Personnel	(375.00)
To 199.31.63990.146.99.0000.000.000	Other Supplies and Materials	147.66
From 199.31.63993.114.99.0000.000.000	Consumable Supplies Office	(400.00)
TOTAL FUNCTION 31		(627.34)
From 199.33.63990.106.99.3021.000.000	Other Supplies and Materials	(220.00)
From 199.33.63990.002.99.3021.000.000	Other Supplies and Materials	(59.30)
TOTAL FUNCTION 33		(279.30)

FUND BALANCE NEUTRAL CHANGES - OPERATING FUND (199)

ACCOUNTS	REASON	AMOUNT
To 199.34.63190.931.99.0000.931.000	Other Supplies Maint and Ops	2,000.00
To 199.34.63190.931.99.0000.931.000	Other Supplies Maint and Ops	11,000.00
To 199.34.63190.931.99.0000.931.000	Other Supplies Maint and Ops	50,000.00
From 199.34.63111.931.99.0000.931.000	Gasoline Other Fuel Buses	(55,000.00)
TOTAL FUNCTION 34		8,000.00
To 199.36.64120.948.99.0000.948.000	Student Travel and Training	6,000.00
From 199.36.63990.143.99.1600.000.000	Other Supplies and Materials	(423.35)
To 199.36.62990.882.91.0000.882.000	Misc Contracted Services	4,000.00
To 199.36.64120.948.99.0000.948.000	Student Travel and Training	5,000.00
From 199.36.64121.931.99.0000.931.000	Chartered Vehicles Student	(11,000.00)
From 199.36.64120.931.99.0000.931.000	Student Travel and Training	(50,000.00)
To 199.36.64120.699.99.0000.872.000	Student Travel and Training	30,000.00
To 199.36.64120.108.99.1111.000.000	Student Travel and Training	240.00
To 199.36.63990.003.99.1105.000.000	Other Supplies and Materials	2,500.00
To 199.36.64991.003.38.3042.000.000	Food Consumed by Students	3,333.00
To 199.36.64120.134.99.0000.737.000	Student Travel and Training	2,500.00
To 199.36.64120.132.99.0000.737.000	Student Travel and Training	2,500.00
From 199.36.63990.002.91.1098.000.000	Other Supplies and Materials	(11.76)
From 199.36.63990.002.91.1101.000.000	Other Supplies and Materials	(143.12)
From 199.36.63990.854.99.0000.854.000	Other Supplies and Materials	(4,000.00)
To 199.36.62690.948.99.0000.948.000	Rentals Operating Lease Other	55,000.00
TOTAL FUNCTION 36		45,494.77
From 199.41.64110.737.99.0000.737.000	Travel, Train, Subsistence EE	(2,000.00)
From 199.41.63990.737.99.0000.737.000	Other Supplies and Materials	(100.00)
To 199.41.64110.733.99.0000.733.000	Travel, Train, Subsistence EE	10,000.00
To 199.41.63993.733.99.0000.733.000	Consumable Supplies Office	10,000.00
From 199.41.63990.737.99.0000.737.000	Other Supplies and Materials	(1,250.00)
From 199.41.63990.737.99.0000.737.000	Other Supplies and Materials	(5,400.00)
From 199.41.63990.737.99.0000.737.000	Other Supplies and Materials	(2,500.00)
From 199.41.63990.737.99.0000.737.000	Other Supplies and Materials	(2,500.00)
TOTAL FUNCTION 41		6,250.00
From 199.51.62594.937.99.0000.937.000	Utilities Electricity	(13,000.00)
From 199.51.62491.867.99.0000.736.000	Cont Maint and Repair Equip	(1,000.00)
From 199.51.62990.882.91.0000.882.000	Misc Contracted Services	(2,000.00)
TOTAL FUNCTION 51		(16,000.00)
To 199.52.62490.934.99.0000.934.000	Other Cont Maint and Repair	13,000.00
From 199.52.62990.882.91.0000.882.000	Misc Contracted Services	(2,000.00)
From 199.52.63990.931.99.0000.931.000	Other Supplies and Materials	(2,000.00)
TOTAL FUNCTION 52		9,000.00
From 199.61.64990.143.99.0000.000.000	Other Misc Operating Cost	(200.00)
From 199.61.64990.125.99.0000.000.000	Other Misc Operating Cost	(422.48)
To 199.61.63990.850.99.1500.850.000	Other Supplies and Materials	1,000.00
TOTAL FUNCTION 61		377.52
TOTAL FUND BALANCE NEUTRAL CHANGES - OPERATING FUND (199)		0.00

OTHER PLAN CHANGES - OPERATING FUND (199)

OTHER PLAN CHANGES - OPERATING FUND (199)		
ACCOUNTS	REASON	AMOUNT
To 199.34.61210.931.99.0000.931.000	Extra duty payroll	210,000.00
To 199.34.62492.931.99.2563.931.000	Insurance recovery on buses	24,123.26
TOTAL FUNCTION 34		234,123.26
To 199.36.61170.931.91.0000.931.000	Extra duty payroll	65,000.00
TOTAL FUNCTION 36		65,000.00
To 199.52.62990.936.99.0000.936.000	Safety Resource Officers	500,000.00
TOTAL FUNCTION 52		500,000.00
To 199.91.62240.999.99.0000.730.000	Recapture	600,000.00
TOTAL FUNCTION 91		600,000.00
To 199.93.64920.876.23.0000.876.000	Deaf Ed	174,024.00
TOTAL FUNCTION 93		174,024.00
TOTAL OTHER PLAN CHANGES - OPERATING FUND (199)		1,573,147.26

OTHER PLAN CHANGES - CHILD NUTRITION FUND (240)

OTHER PLAN CHANGES - CHILD NUTRITION FUND (240)		
ACCOUNTS	REASON	AMOUNT
To: 240.35.63410.940.99.0000.000.000	Food for Cafeteria	781,236.00
TOTAL FUNCTION 35		781,236.00
TOTAL OTHER PLAN CHANGES - CHILD NUTRITION FUND (240)		781,236.00

**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: May 9, 2022

Submitted by: David Pate, Chief Financial Officer, Finance and Support Services

ACTION ITEM

TOPIC: Quarterly Investment Report

BACKGROUND INFORMATION

The District is required by the Public Funds Investment Act (the "Act"), Chapter 2256 of the Government Code, to report on at least a quarterly basis information regarding the District's investment portfolio. Board Policy CDA (Local) requires that the Investment Officer prepare on a quarterly basis an investment report which presents the cost and market basis of all investments held by the District as well as a statement as to the compliance with District policy.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent recommends that the District approve the Investment Report for the quarter ended March 31, 2022, as submitted by the Investment Officers.

RESOLUTION

WHEREAS, the District is required by the Public Funds Investment Act (the "Act"), Chapter 2256 of the Government Code and Board Policy CDA (Local) to regularly review the Investment portfolio of the District.

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Richardson Independent School District approves the Investment Report for the quarter ended March 31, 2022, as submitted by the Investment Officers.

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
INVESTMENT OFFICER'S CERTIFICATION STATEMENT
INVESTMENT REPORT
FOR THE QUARTER ENDED
MARCH 31, 2022**

To the members of the RISD Board of Trustees:

The Public Funds Investment Act, Chapter 2256.023 of the Government Code requires the investment officer of each local government to submit to its governing body a quarterly report of investment transactions.

The attached report represents the investment portfolio for the Richardson Independent School District as of March 31, 2022 and is in material compliance with the investment policy and strategy established by the District in accordance with the Public Funds Investment Act (Chapter 2256).

PORTFOLIO SUMMARY REPORT

Beginning Book Value at 12/31/2021	\$	451,782,895
Plus: Additions/Purchases		353,882,529
Less: Maturities/Sales/Calls/Withdrawals		(335,174,521)
Ending Book Value at 03/31/2022	<u>\$</u>	<u>470,490,903</u>
Beginning Market Value at 12/31/2021	\$	451,789,970
Plus: Additions/Purchases during period		353,882,529
Net increase/(decrease) in market value during period		-
Less: Maturities/Sales/Calls/Withdrawals at market value		(335,174,521)
Accrued Interest		3,330
Ending Market Value at 03/31/2022	<u>\$</u>	<u>470,501,308</u>

	December 31, 2021	March 31, 2022
Average Weighted Maturity	1	1
Average Weighted Yield	0.0598%	0.0965%

Respectfully submitted and certified by:

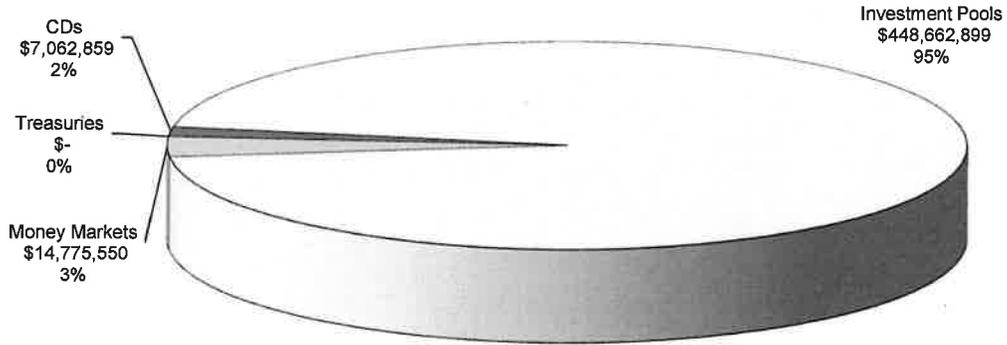


 Chief Financial Officer



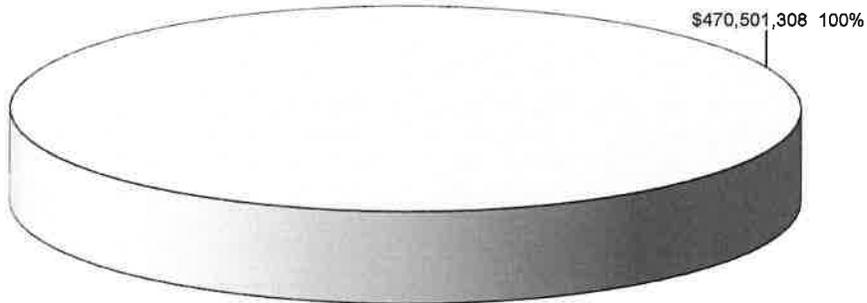
 Executive Director of Finance

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
TOTAL PORTFOLIO AS OF MARCH 31, 2022**



Total Investments \$470,501,308

**Investment Maturities
Market Value**



Less than 3 Mo

**WEIGHTED AVERAGE YIELDS
12/31/2021 TO 03/31/2022**

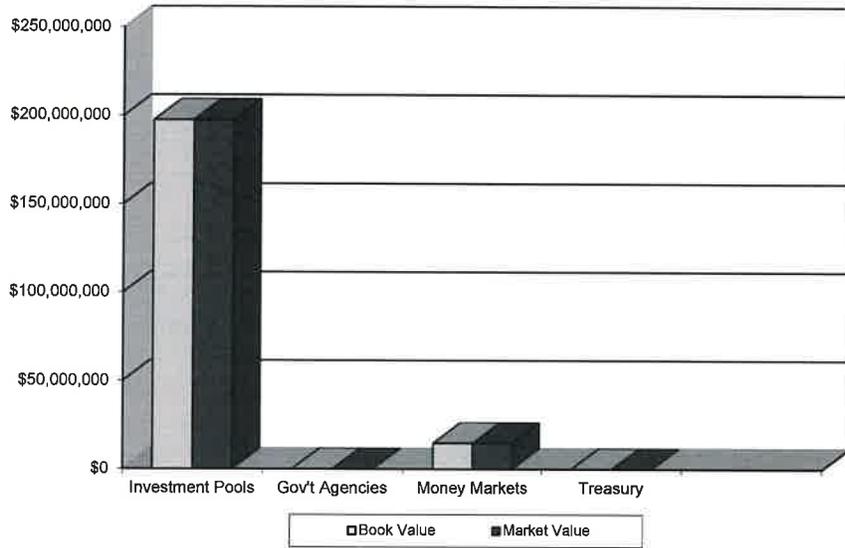
General Operating Fund	0.1072%
Debt Service Fund	0.0804%
Food Service Fund	0.0977%
Capital Projects Funds	0.0808%
Permanent Local School Fund	0.0980%
Workers' Compensation Fund	0.1248%
TOTAL PORTFOLIO	0.0965%

**BENCHMARK COMPARISON
12/31/2021 TO 03/31/2022**

TexPool Rate	0.0848%
Treasury Bill 30 Day Rate	0.0250%
Treasury Bill 90 Day Rate	0.0500%
Average of 3 and 6 Month T-Bill Rates	0.0375%

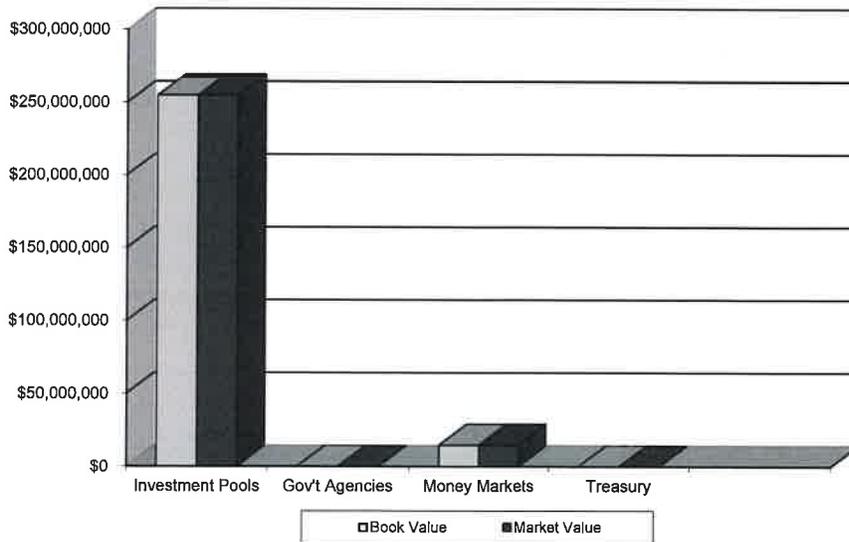
**RICHARDSON INDEPENDENT SCHOOL DISTRICT
INVESTMENT PORTFOLIO
OPERATING FUND**

DECEMBER 31, 2021 - BOOK VALUE & MARKET VALUE



	Investment Pools	Gov't Agencies	Money Markets	Treasury	Totals
Book Value	\$197,601,255	\$0	\$14,751,893	\$0	\$212,353,148
Market Value	\$197,601,255	\$0	\$14,751,893	\$0	\$212,353,148

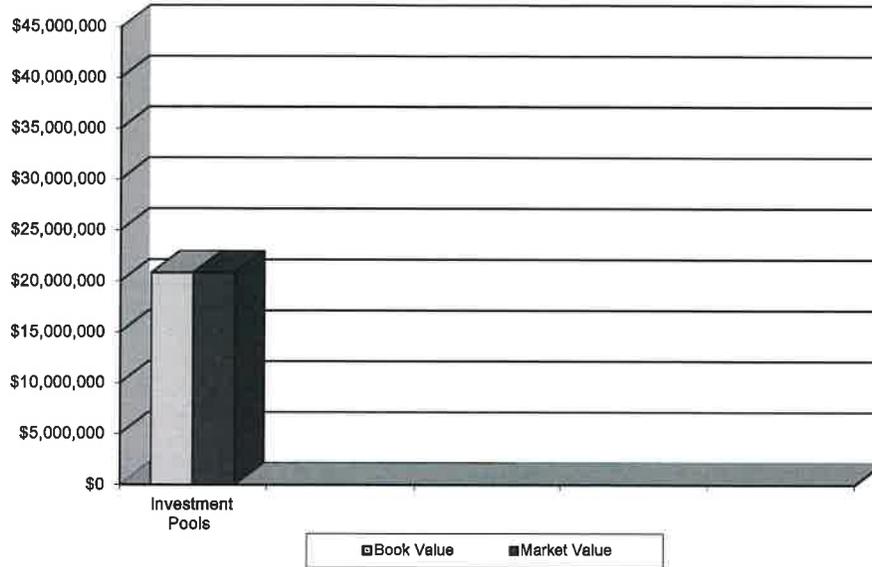
MARCH 31, 2022 - BOOK VALUE & MARKET VALUE



	Investment Pools	Gov't Agencies	Money Markets	Treasury	Totals
Book Value	\$254,806,085	\$0.00	\$14,775,550	\$0.00	\$269,581,635
Market Value	\$254,806,085	\$0.00	\$14,775,550	\$0.00	\$269,581,635

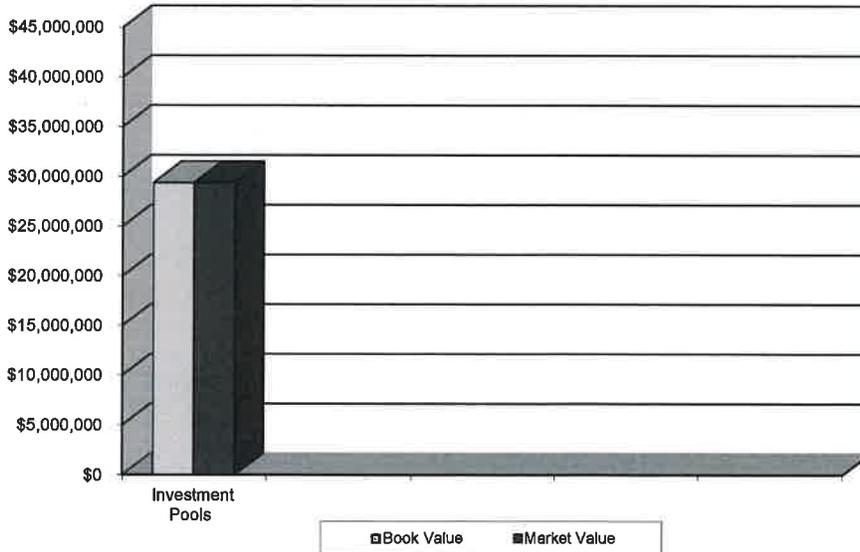
**RICHARDSON INDEPENDENT SCHOOL DISTRICT
INVESTMENT PORTFOLIO
DEBT SERVICE FUND**

DECEMBER 31, 2021 - BOOK VALUE & MARKET VALUE



	Investment Pools	Totals
Book Value	\$20,845,249	\$20,845,249
Market Value	\$20,845,249	\$20,845,249

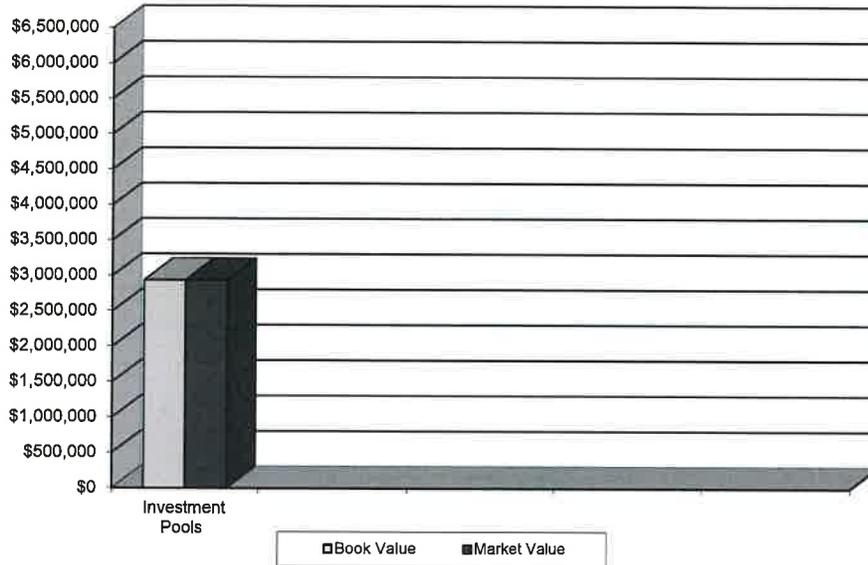
MARCH 31, 2022 - BOOK VALUE & MARKET VALUE



	Investment Pools	Totals
Book Value	\$29,372,184	\$29,372,184
Market Value	\$29,372,184	\$29,372,184

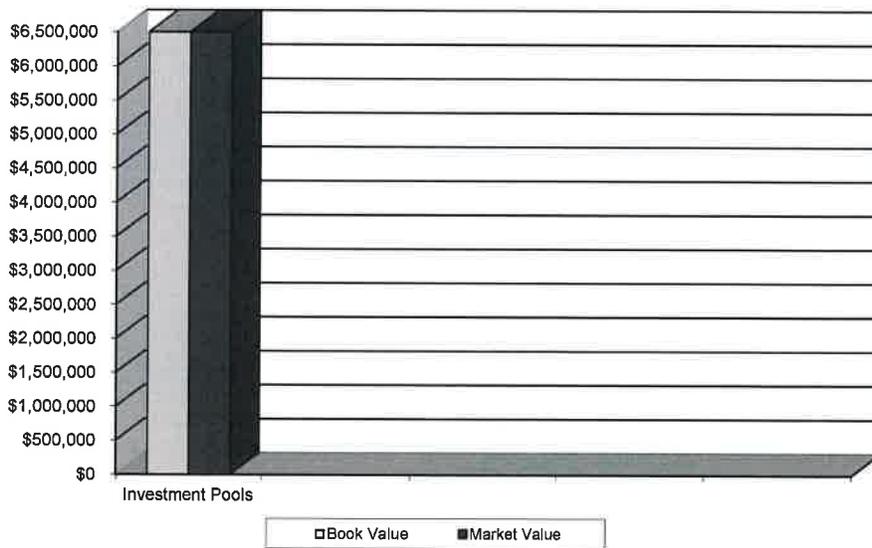
**RICHARDSON INDEPENDENT SCHOOL DISTRICT
INVESTMENT PORTFOLIO
FOOD SERVICE FUND**

DECEMBER 31, 2021 - BOOK VALUE & MARKET VALUE



	Investment Pools	Totals
Book Value	\$2,938,098	\$2,938,098
Market Value	\$2,938,098	\$2,938,098

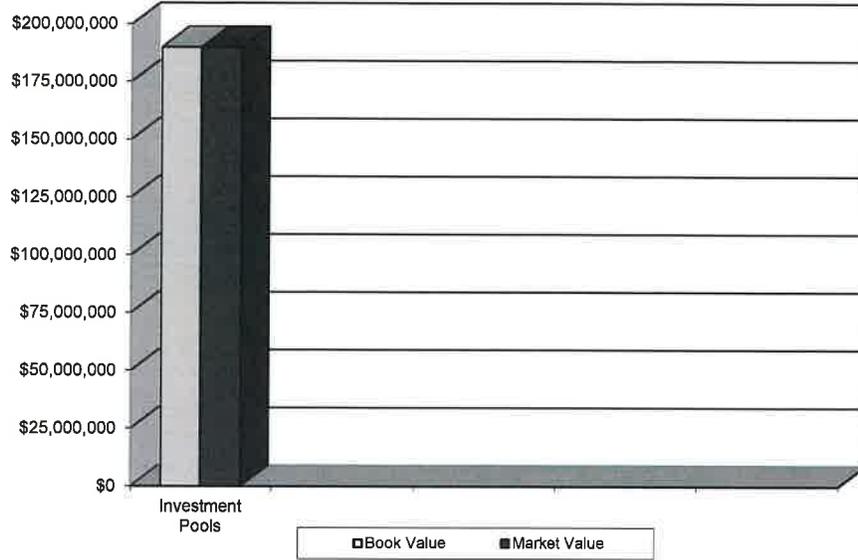
MARCH 31, 2022 - BOOK VALUE & MARKET VALUE



	Investment Pools	Totals
Book Value	\$6,536,237	\$6,536,237
Market Value	\$6,536,237	\$6,536,237

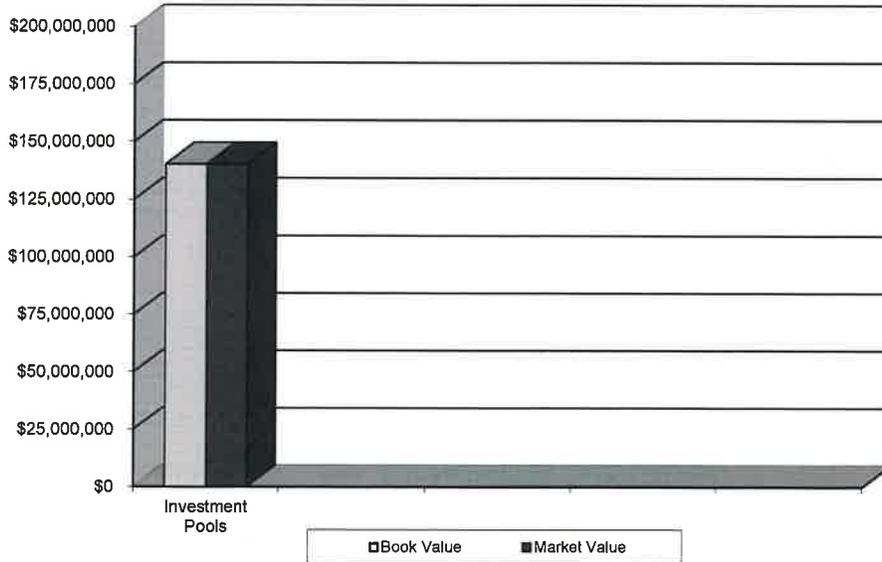
**RICHARDSON INDEPENDENT SCHOOL DISTRICT
INVESTMENT PORTFOLIO
CAPITAL PROJECT FUNDS**

DECEMBER 31, 2021 - BOOK VALUE & MARKET VALUE



Book Value	Investment Pools	Totals
Market Value	\$189,950,728	\$189,950,728
	\$189,950,728	\$189,950,728

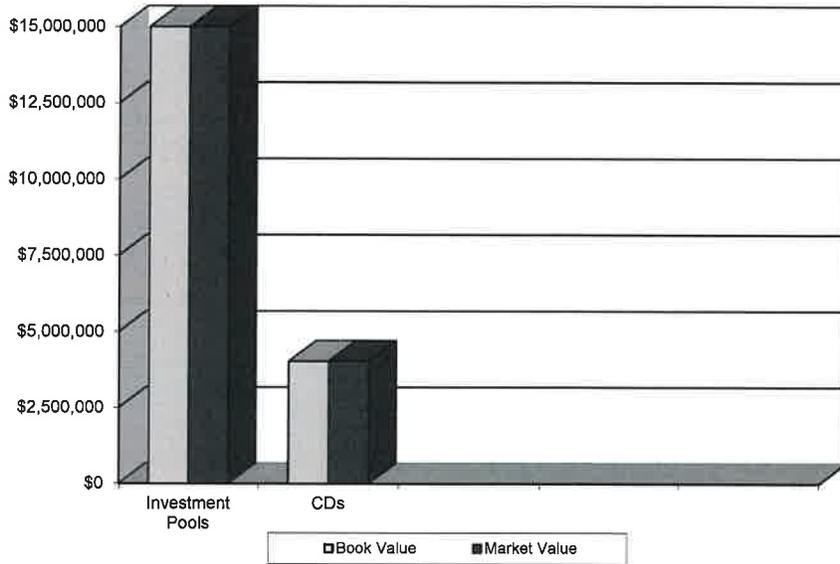
MARCH 31, 2022 - BOOK VALUE & MARKET VALUE



Book Value	Investment Pools	Totals
Market Value	\$140,271,697	\$140,271,697
	\$140,271,697	\$140,271,697

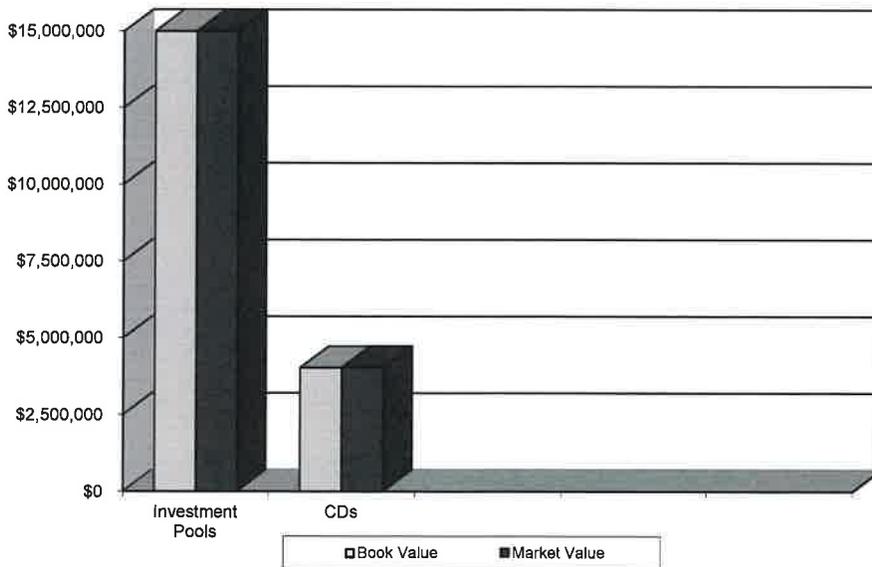
**RICHARDSON INDEPENDENT SCHOOL DISTRICT
INVESTMENT PORTFOLIO
PERMANENT LOCAL SCHOOL FUND**

DECEMBER 31, 2021 - BOOK VALUE & MARKET VALUE



	Investment Pools	CDs	Totals
Book Value	\$16,629,726	\$4,029,974	\$20,659,700
Market Value	\$16,629,726	\$4,034,017	\$20,663,743

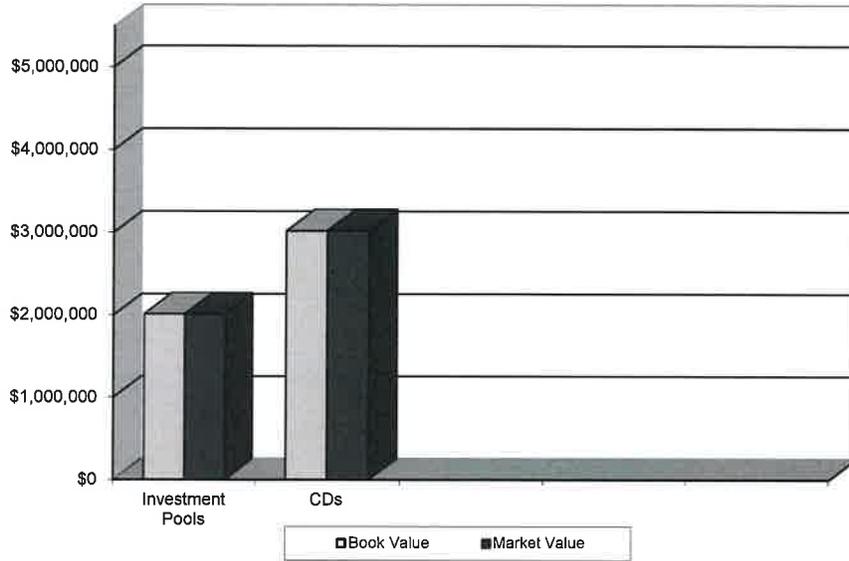
MARCH 31, 2022 - BOOK VALUE & MARKET VALUE



	Investment Pools	CDs	Totals
Book Value	\$16,633,229	\$4,029,974	\$20,663,203
Market Value	\$16,633,229	\$4,035,919	\$20,669,148

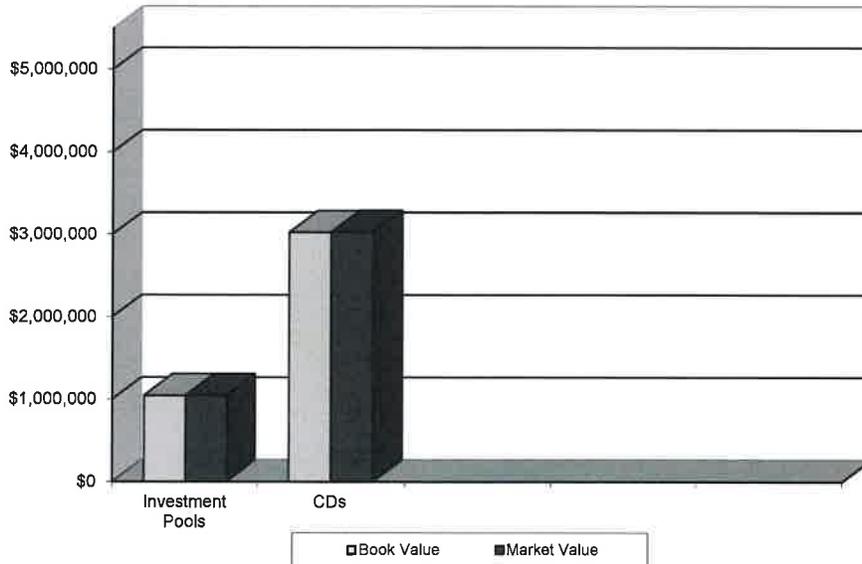
**RICHARDSON INDEPENDENT SCHOOL DISTRICT
INVESTMENT PORTFOLIO
WORKERS' COMPENSATION FUND**

DECEMBER 31, 2021 - BOOK VALUE & MARKET VALUE



	Investment Pools	CDs	Totals
Book Value	\$2,013,492	\$3,022,480	\$5,035,972
Market Value	\$2,013,492	\$3,025,512	\$5,039,004

MARCH 31, 2022 - BOOK VALUE & MARKET VALUE



	Investment Pools	CDs	Totals
Book Value	\$1,043,467	\$3,022,480	\$4,065,947
Market Value	\$1,043,467	\$3,026,940	\$4,070,407

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
DECEMBER 31, 2021 TO MARCH 31, 2022**

INVESTMENT PORTFOLIO - BOOK VALUE

OPERATING FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Book Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Investments Matured/Called Sold/Withdrawn</u>	<u>03/31/22 Book Value</u>	<u>12/31/21 03/31/22 Yield Earned</u>
AR-0018	-	56,478,360	Lone Star Gov	04/01/22	56,471,734	6,626	-	56,478,360	0.0051
AR-0009	-	187,236,836	TexPool-OF	04/01/22	130,039,822	257,398,222	200,201,208	187,236,836	0.0248
AR-0019	-	11,090,889	TexSTAR	04/01/22	11,089,699	1,190	-	11,090,889	0.0715
AR-0026	-	14,775,550	LegacyBank-MMDA	04/01/22	14,751,893	23,657	-	14,775,550	0.6500
					212,353,148	257,429,695	200,201,208	269,581,635	-

INVESTMENT PORTFOLIO - MARKET VALUE

OPERATING FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Market Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Increase/ (Decrease) Market Value</u>	<u>Investments Matured/Called Sold/Withdrawn at Market</u>	<u>Purchased/ Accrued Interest</u>	<u>03/31/22 Market Value</u>
AR-0018	-	56,478,360	Lone Star Gov	04/01/22	56,471,734	6,626	-	-	-	56,478,360
AR-0009	-	187,236,836	TexPool-OF	04/01/22	130,039,822	257,398,222	-	200,201,208	-	187,236,836
AR-0019	-	11,090,889	TexSTAR	04/01/22	11,089,699	1,190	-	-	-	11,090,889
AR-0026	-	14,775,550	ProsperityBank-MMDA	04/01/22	14,751,893	23,657	-	-	-	14,775,550
					212,353,148	257,429,695	-	200,201,208	-	269,581,635

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
DECEMBER 31, 2021 TO MARCH 31, 2022**

INVESTMENT PORTFOLIO - BOOK VALUE

DEBT SERVICE FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Book Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Investments Mated/Called Sold/Withdrawn</u>	<u>03/31/22 Book Value</u>	<u>12/31/21 03/31/22 Yield Earned</u>
AR-0010	-	29,372,184	TexPool	04/01/22	20,845,249	88,935,797	80,408,862	29,372,184	0.0253
					<u>20,845,249</u>	<u>88,935,797</u>	<u>80,408,862</u>	<u>29,372,184</u>	

INVESTMENT PORTFOLIO - MARKET VALUE

DEBT SERVICE FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Market Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Increase/ (Decrease) Market Value</u>	<u>Investments Mated/Called Sold/Withdrawn at Market</u>	<u>Purchased/ Accrued Interest</u>	<u>03/31/22 Market Value</u>
AR-0010	-	29,372,184	TexPool	04/01/22	20,845,249	88,935,797	-	80,408,862	-	29,372,184
					<u>20,845,249</u>	<u>88,935,797</u>	<u>-</u>	<u>80,408,862</u>	<u>-</u>	<u>29,372,184</u>

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
DECEMBER 31, 2021 TO MARCH 31, 2022**

INVESTMENT PORTFOLIO - BOOK VALUE

FOOD SERVICE FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Book Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Investments Matured/Called Sold/Withdrawn</u>	<u>03/31/22 Book Value</u>	<u>12/31/21 03/31/22 Yield Earned</u>
AR-0011	-	6,536,237	Texpool	04/01/22	2,938,098	4,649,102	1,050,963	6,536,237	0.0369
					<u>2,938,098</u>	<u>4,649,102</u>	<u>1,050,963</u>	<u>6,536,237</u>	

INVESTMENT PORTFOLIO - MARKET VALUE

FOOD SERVICE FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Market Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Increase/ (Decrease) Market Value</u>	<u>Investments Matured/Called Sold/Withdrawn at Market</u>	<u>Purchased/ Accrued Interest</u>	<u>03/31/22 Market Value</u>
AR-0011	-	6,536,237	TexPool	04/01/22	2,938,098	4,649,102	-	1,050,963	-	6,536,237
					<u>2,938,098</u>	<u>4,649,102</u>	<u>-</u>	<u>1,050,963</u>	<u>-</u>	<u>6,536,237</u>

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
DECEMBER 31, 2021 TO MARCH 31, 2022**

INVESTMENT PORTFOLIO - BOOK VALUE

CAPITAL PROJECT FUNDS

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Book Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Investments Matured/Called Sold/Withdrawn</u>	<u>03/31/22 Book Value</u>	<u>12/31/21 03/31/22 Yield Earned</u>
AR-0022	-	98,958	TexPool-629	04/01/22	1,822,048	52,784	1,775,874	98,958	0.0365
AR-0012	-	0	TexPool-641	04/01/22	(15,226)	15,227	1	-	0.0484
AR-0012	-	0	TexPool-642	04/01/22	2,082,775	142	2,082,917	-	0.0488
AR-0012	-	0	TexPool-643	04/01/22	695,401	47	695,448	-	0.0488
AR-0012	-	26,606,818	TexPool-644	04/01/22	27,184,926	2,768,087	3,346,195	26,606,818	0.0488
AR-0012	-	113,565,921	TexPool-650	04/01/22	158,180,804	27,863	44,642,746	113,565,921	0.0490
					<u>189,950,728</u>	<u>2,864,150</u>	<u>52,543,181</u>	<u>140,271,697</u>	

INVESTMENT PORTFOLIO - MARKET VALUE

CAPITAL PROJECT FUNDS

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Market Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Increase/ (Decrease) Market Value</u>	<u>Investments Matured/Called Sold/Withdrawn at Market</u>	<u>Purchased/ Accrued Interest</u>	<u>03/31/22 Market Value</u>
AR-0022	-	98,958	TexPool-629	04/01/22	1,822,048	52,784	-	1,775,874	-	98,958
AR-0012	-	0	TexPool-641	04/01/22	(15,226)	15,227	-	1	-	-
AR-0012	-	0	TexPool-642	04/01/22	2,082,775	142	-	2,082,917	-	-
AR-0012	-	0	TexPool-643	04/01/22	695,401	47	-	695,448	-	-
AR-0012	-	26,606,818	TexPool-644	04/01/22	27,184,926	2,768,087	-	3,346,195	-	26,606,818
AR-0012	-	113,565,921	TexPool-650	04/01/22	158,180,804	27,863	-	44,642,746	-	113,565,921
					<u>189,950,728</u>	<u>2,864,150</u>	-	<u>52,543,181</u>	-	<u>140,271,697</u>

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
DECEMBER 31, 2021 TO MARCH 31, 2022**

INVESTMENT PORTFOLIO - BOOK VALUE

PERMANENT LOCAL SCHOOL FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Book Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Investments Matured/Called Sold/Withdrawn</u>	<u>03/31/22 Book Value</u>	<u>12/31/21 03/31/22 Yield Earned</u>
AR-0023	-	16,633,229	TexPool-497	04/01/22	16,629,726	3,503	-	16,633,229	0.0369
21-0001	10/07/21	4,029,974	Certificate of Deposit	04/07/22	4,029,974	-	-	4,029,974	0.1500
					<u>20,659,700</u>	<u>3,503</u>	<u>-</u>	<u>20,663,203</u>	

INVESTMENT PORTFOLIO - MARKET VALUE

PERMANENT LOCAL SCHOOL FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Market Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Increase/ (Decrease) Market Value</u>	<u>Investments Matured/Called Sold/Withdrawn at Market</u>	<u>Purchased/ Accrued Interest</u>	<u>03/31/22 Market Value</u>
AR-0023	-	16,633,229	TexPool-497	04/01/22	16,629,726	3,503	-	-	-	16,633,229
21-0001	10/07/21	4,029,974	Certificate of Deposit	04/07/22	4,034,017	-	-	-	1,902	4,035,919
					<u>20,663,743</u>	<u>3,503</u>	<u>-</u>	<u>-</u>	<u>1,902</u>	<u>20,669,148</u>

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
DECEMBER 31, 2021 TO MARCH 31, 2022**

INVESTMENT PORTFOLIO - BOOK VALUE

WORKERS' COMPENSATION FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Book Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Investments Mated/Called Sold/Withdrawn</u>	<u>03/31/22 Book Value</u>	<u>12/31/21 03/31/22 Yield Earned</u>
AR-0013	-	1,043,467	TexPool-WC	04/01/22	2,013,492	282	970,307	1,043,467	0.0369
21-0002	10/07/21	3,022,480	Certificate of Deposit	04/07/22	3,022,480	-	-	3,022,480	0.1500
					<u>5,035,972</u>	<u>282</u>	<u>970,307</u>	<u>4,065,947</u>	<u>-</u>

INVESTMENT PORTFOLIO - MARKET VALUE

WORKERS' COMPENSATION FUND

<u>EVARE ID No.</u>	<u>Buy Date</u>	<u>Par Value</u>	<u>Description</u>	<u>Maturity Date</u>	<u>12/31/21 Market Value</u>	<u>Investments Purchased/ Deposited</u>	<u>Increase/ (Decrease) Market Value</u>	<u>Investments Mated/Called Sold/Withdrawn at Market</u>	<u>Purchased/ Accrued Interest</u>	<u>03/31/22 Market Value</u>
AR-0013	-	1,043,467	TexPool-WC	04/01/22	2,013,492	282	-	970,307	-	1,043,467
21-0002	10/07/21	3,022,480	Certificate of Deposit	04/07/22	3,025,512	-	-	-	1,428	3,026,940
					<u>5,039,004</u>	<u>282</u>	<u>-</u>	<u>970,307</u>	<u>1,428</u>	<u>4,070,407</u>

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Division: Human Resources

Submitted by: Christopher B. Goodson, Ed.D.
Assistant Superintendent of Human Resources

ACTION ITEM

Topic: Professional Staff Contract Recommendations (Full-time, Part-time, Late-hire)

Background Information:

Listed on the following pages are contract recommendations for professional staff for the 2022-2023 school year. The list was developed based on input from principals and other central administrators.

The Assistant Superintendent of Human Resources has reviewed this report and recommends the acceptance of the attached contract recommendations for the 2022-2023 school year.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent recommends that the Board of Trustees approves the following Professional Staff Contract Recommendations.

RESOLUTION

WHEREAS, the Board of Trustees has approved the appropriate budgets and staffing allocations for the Richardson Independent School District and the following recommendations fall within those guidelines; and

WHEREAS, the appointment of highly qualified, student-focused staff supports the Board's vision, values, goals, and mission;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Richardson Independent School District approves the Professional Staff Contract Recommendations as listed on the following pages.

Adopted this 9th day of May, 2022, by the Board of Trustees.

Regina Harris, Board President

ATTEST BY:

Debbie Rentería, Board Secretary

APPROVED AS TO FORM:

General Counsel

RISD Contracts – 2022-2023

Administrator Probationary Contract – 2022-2023

BELL, MARK	HERRERA, REBECCA	MOORE, LAURA
BENNETT, CATHERINE	ISAIS, ALEJANDRA	NELSON, TOMMY
BRADFORD, KELVIN	JEWITT, JEREMY	RAMOS, JASON
BRAXTON, LEONARD	KIM, JENNIFER	REAMS, ALISON
BROWN, STEWART	KLIBERT, BRYNN	RIDEOUT, ASHLEY
CABARROUY, GABRIEL	LAMBERTH, THOMAS	SHAW, TAMMY
CAVE, MORGAN	LEONARD-FOOTS, SHERRY	SMITH, JENNIFER
COUTANT, ANNA	MCGOWAN, LETICIA	STALEY, KYLE
COX MIKULAS, LINDSAY	MCCOLLUM, BRENDA	TEMPLE, SHANNON
HAMITER, AMY	MERRELL, TIFFANY	TILLEY, ASHTON
HAYNES, GALE	MILLER, ANTONIO	WEBB, ROSHONDA

Administrator Term – 1st Year of Two-Year Contract – 2022-2023

AITKEN, PAMELA	BYNO, KRISTIN	EVANS, MICHAEL
ANDERSON, TONYA	CAGE, KRISTY	FIELDS, KAREN
ANTHONY, TASHA	CHOAT, CHRISTOPHER	FOUTS BALCH, JENNIFER
ARMSTRONG, MICAH	CLARIDY, CLAYTON	FREEMAN, MICHAEL
ARMSTRONG, CAROLINA	COLE-YEO, VERONICA	GABRIEL, MICHELLE
ARMSTRONG, WILLETTE	COLLINS, KATRINA	GALLO, WILLIAM
ASH, CHANDA	CONGDON, ANNIE	GALVAN, CECILIA
BAIRD, JOSHUA	CRAWFORD, RON	GAMMARO, LYNDSEY
BAKER, ASHLEE	CREECH, JOEANNA	GARZA, VALARIE
BALLAST, SHAWN	CRISP, MARY	GATTUS, WILLIAM
BARNETT, JASON	CROWDER, MORGEN	GIBBINS, MATTHEW
BARRETT, KATHERINE	CURRY, BRANDI	GONCALVES, STEPHANIE
BATES, JENNIFER	CURRY, ELISE	GOODSON, CHRISTOPHER
BEASLEY, RODNEY	CURTIS, CHARMAINE	GORDON, HOLLY
BENSON, TIMOTHY	DAWES, VINCENT	GOREE WATKINS, DEMARCUS
BEUTEL, DENISE	DICKSON, LAUREL	GRAY, CASEY
BIRCHLER, REGAN	DILLON, PEGGY	GREER, CARRIE
BOLACK, LAUREN	DUKE, MICHELLE	GRIFFEN, TALANDRA
BORTNEM, GRANT	DUNN, ROY	GRUNINGER, EMILY
BRACKETT, DAVID	DUSTON, MARY KATHRYN	GUNTER, ROBIN
BRADFORD, JEFFREY	DYE, SARAH	GUNTER, SHARMEADIA
BRANUM, TABITHA	EASON, JOSHUA	GUNTER, AUSTIN
BREEDLOVE, CARRIE	EASTER, FELICIA	HALL, HENRY
BRUNER, CHARLES	ECCHER, BOBBIE	HARRIS, TERRY
BRYAN, CREIGHTON	ENSLEY, VONNETARUS	HART, KIRSTYN
BURT, SUSAN	ERICKSON, SHARON	HAYES, SANDRA
BUTLER, SHARONDA	ESCALANTE, VERONICA	HENDERSON, PHILIP

Administrator Term – 1st Year of Two-Year Contract – 2022-2023

HENRIQUEZ CARRERO, REBECA
HODGE, FRANCES
HOGAN, PHARAH
HOUFF, BRIA
HUDSON, BRONA
HUTCHINSON, KENDALL
JACKSON, CELIESE
JACKSON-GAITHER, YOLANDA
JEFFERSON, GAYA
JONES, KERRI
JONES, TYSON
KELLAGHER, MARY
KELLY, CATHERINE
KEMP, CRYSTAL
KINDRED, KIMBERLY
KING, YOLANDE
KINZIE, NANCY
LAMBERT, AMBER
LANIER, JENNY
LAWRENCE, CINDY
LEE, ANGELIA
LEHMAN, MISTI
LEWIS, JENNIFER
LEWIS, DAVID
LOPEZ, HELENA
LOPEZ, PEDRO
LUCIO, RAMIRO
MARTIN, NOLINE
MARTIN, SUMMER
MARX, STACEY
MAY, JOEL
MCCOY, SARI
MCKAY, DANIEL

MINCE, MARCUS
MINISCALCO, JOSEPH
MITCHELL, LAKESHA
MOORE, SANDRA
MOTTRAM, KATHRYN
MUZQUIZ, ELOISA
MYATT, JASON
NAVIN, THOMAS
NAZARIO CRUZ, MERCY
NEWMAN, SHARON
NEWMAN, DENISE
PARISI, JOSEPH
PARKER, WILLIAM
PATE, DAVID
PERNICI, KRISTIN
PETTIGREW, TESSA
PHINNEY, KATY
PLANEY, DOUGLAS
RODRIGUEZ-STAUERT, MARTHA
ROSALES, MAURICIO
ROUSSE, LYSA
RUSTIN, NICHOLAS
SANTIAGO, ALEIX
SANTOS, JOANNA
SAUNDERS, CARRIE
SCHWARZLOSE, CARISSA
SELLERS, KELLIE
SHAMSID-DEEN, MASUD
SHARKEY, COURTNEY
SHAW, LORI
SIMONDS, MONICA
SLOVAK, LESLIE
SMITH, DONNA

SMITH MCLENNAN, TARA
SMOCK, FARRAH
SPILLER, DARWIN
STENNETT, MYRON
STEVENS, REBECCA
STEWART, CARMEN
STRICKLAND, KRISTIN
SUESS, SHANNON
SULLIVAN, KIMBERLY
SWANER, ELIZABETH
THOMAS, DEETRICE
THOMAS, MICHAEL
THOMAS, JAMILA
TONG, VICTORIA
TSATSOULAS, SUZANNE
VEGA, JOSE
VENDITTO, VINCENT
VIDAL, FABIOLA
WALKER, JERRELL
WALKER, JENIFER
WALL, LIN
WALTERS, RACHEL
WARD, AARON
WILLS, JENNIFER
WILSON, MISTY
WING, JOHN
WYNNE, JENNIFER
YARBOROUGH, ANNE MARIE
YON, CHRISTOPHER
YOUNG, DASHUNA
ZORNIG, ALICIA
ZUPA, MICHELE

Administrator Term – One Year Only Contract – 2022-2023

CEBALLOS, LESLIE

RUIZ, ANABEL

SQUALLS, LORIE

Non-Chapter 21 Contract – 2022-2023

ABDELRAHIM, MOHAMMED	DOMINGUEZ, YANNIN	MACEYRA, RICHARD
ADKINS, ASACO	DYER, LESLIE	MCCANN, CASEY
AHMED, AMIRA	FERGUSON, APRIL	MOORE, WINFRED
BARAKA, NORIA	GERALD, ROBERT	MORTON, NORMAN
BARMAN, ODILIA	GRAYCZYK, JUSTIN	MULLIS, JADE
BAUER, AUSTIN	HAN, ALLISON	MURPHY, FREDRICK
BELLONE, LAURA	HELLER, MELISSA	PATTERSON, BILLY
BERGLES, JOSEPH	HERRON, VENSON	PEREZ, DAVID
BUTLER, QUINCY	JONES, KELLAN	PITTS, KEVIN
CARCAMO, ADRIANA	JOYNT, KATELYN	RIEGLE, DANIEL
CHANCE, BRITTANY	LATHROM, NATASHA	ROSANELLI, MARIA
CLARK, GEORGE	LAVARENZ, PATRICK	SAENZ, MAYRA
COFFMAN, JAMES	LAWRENCE, JAMIE	SOLIS, JOE
DAVIS, MICHAELA	LEDFORD, SHAWN	SOLTIS, MARC
DECKER, DREW	LOVE, SYREETA	WASHINGTON, CALVIN

Teacher/Coach Dual Assignment Probationary Contract – 2022-2023

ABBAS, SYDNEY	DIXON, JALISA	NAVARRO, ROBERT
ADKINS, JACQUELYN	ENGLISHMEN, JASON	NINO, GUILLERMO
ARNOLD, MITCHELL	EVANS, TINA	OWENS, BRITTANY
AYDELOTTE, LAURA	FIGUEROA, MARIA	PIPPARD, RHETT
BHATTI, AMNA	FLANAGAN, FAY	QUEZADA, LETIZA
BIEDEBACK, JACOB	FRANKLIN, RENARD	QUISENBERRY, CORBIN
BLAGG, JUSTYN	GREEN-AVERY, ARMAND	REDUS, BLAKE
BLAKE, HAYDEN	HARGROVE, MATTHEW	REY-FISCHER, KELSEA
BOOKER, LIONEL	HOLLOWAY, BROOKE	SOSA ORNELAS, JESUS
BURNETT, HAYDEN	HOWE, ALEXANDRIA	STEWART, CARLTON
CAIN, KAYELEEE	JOBES, TONI	THACKER, BETHANY
COLLINS, ZACHARY	JOYNT, SHAUN	WHITE, DAVID
CONNER, CHARLES	MASCHINO, KALLIE	ZURBRUGG, ADAM
COTTER, BLAKE	MERCY, MATTHEW	

Teacher/Coach Dual Assignment Term – 1st Year of Two Year Contract – 2022-2023

ABOUABDO, PATRICIA	BASKEYFIELD, BRIAN	BORGARELLO, OSCAR
ADAMS, CHASE	BATEMAN, JESSE	BRISTOW, CHARLES
AMABILE, JULIE	BATES, WILLIAM	BROWN, STEVEN
BAKER, KELLY	BEAHM, LINDSEY	BUCHANAN, STEVEN
BAKER, KURTIS	BELCHER, NAKIA	BUCKLEY, COLLIN
BANGS, PHILLIP	BENJAMIN, SCOTT	CAMPBELL, CORY

Teacher/Coach Dual Assignment Term – 1st Year of Two Year Contract – 2022-2023

CHASE, JACQUELIN	JONES, LEON	REID, SCOTT
CLARK, CRYSTAL	JORDAN, LONNIE	RENE, ANTHONY
COLEMAN, ZACHARY	JORDAN, LAURA	RIELLY, MATTHEW
COLLINS, DAVID	KANER, ELIZABETH	ROACH, MICHAEL
COTTINGHAM, CHANEL	KEITH, KATHERINE	ROBBINS, CHRISTOPHER
COX, LINDSEY	KING, RACHEL	ROBINSON, MEREDITH
CRAIGHEAD, JORDYN	KITCHENS, JAMIE	ROBISON, SAMANTHA
CRAMER, JESSICA	KOERNER, JEFF	ROLAND, JUSTIN
CRAVEN, JUSTIN	LAMBERT, JARRETT	ROTE, BRIAN
CROMWELL, EMILY	LATTA, KATHLEEN	RUSHING, BRANDON
CRUSE, MICHAEL	LAWSON, KEVIN	SANDERS, MOLLIE
DANSBY, KELLY	LEDFORD, LINDSAY	SAWYER, JOE
DARNELL, LORENZA	LOCKETT, BEVERLEY	SCHROEDER, JENNIFER
DICKEY, ZACHARY	LUMAN, JAMES	SELFRIDGE, CASEY
DIXON, DANIELLE	MAINORD, TIMOTHY	SHORTER, JOHN
DOWLATSHAHI, SEAN	MANHKONG, WILLIAM	SIMMONS, TAMIKA
DUFFIELD, JOSEPH	MARTIN, CODY	SIMS, COURTNEY
ERICKSON, CHARLES	MATTHEWS, JUSTIN	SMIGA, JASON
EWING, ERIC	MCGEE, BRITTANY	SMITH, SHANE
FIALA, MICHELLE	MCKINNEY, CAITLIN	SMITH, KRISTOPHER
GARIBALDI, PETER	MERCADO, AUCENSIO	SMITH, JUDDSON
GILL, TERESITA	MILLER, ALONNA	SMITH, DARREN
GOOCH, TANNER	MIRACLE, ERIC	SORENSEN, ADAM
GRAY, BRELAND	MOORE, JACOB	STEWART, CLINT
GRAYSON, JAMES	MORGAN, KYLAH	STRICKLAND, JOHN
GRIEDER, ISAAC	MORSE, MICHAEL	TACKETT, JAMES
GRIFFITH, HOUSTON	MUNOZ, LETICIA	THOMAS, CRAIG
GUINNEE, TIMOTHY	MUNOZ, CHRISTINA	TODD, ANDREW
GUNNERSON, DENNY	NANCE, JENNIFER	TOVAR, JOHN
GUNTER, JASON	NEESE, SATAKO	TOVAR, MICHAEL
HAMRICK, CATHERINE	OKETCH, FAITH	TRAVIS, ANTHONY
HATTEMER, NATHANIEL	PARKER, MARK	TUCKER, CORY
HAUG, ZACHARY	PASCUZZI, ANTHONY	TUCKER, KIMBERLY
HELMS, MICHAEL	PEARCE, LAWRENCE	TURCK, VICTORIA
HOGAN, SAMMI	PELS, GREGORY	TURNER, SCOTT
HOHMAN, CHARLYN	PEREZ, ANTONIO	VARANO, CHRISTOPHER
HUGHES, BLAKE	PEREZ, ABIGAIL	VISINA, KACIE
JARVIS, LISA	PETTY, JASON	WAINSCOTT, KEVIN
JOHNSON, MARC	PILE, TAMARA	WAKE, AARON
JOHNSON, SOMMER	PRUNER, CATHERINE	WALKER, MELANIE
JOHNSON, WENDELL	PUEBLA, HEATHER	WATKINS, BRIAN
JOHNSON, RICHARD	REECE, BRETT	WATSON, BRIAN

Teacher/Coach Dual Assignment Term – 1st Year of Two Year Contract – 2022-2023

WEATHERLY, CHASE
WENNING, CONNOR
WHITEHEAD, LAUREL

WHITESIDE, JUSTIN
WILLIAMS, LEE
WOOD, JUSTIN

WORTHINGTON, JOSHUA

Teacher/Coach Dual Assignment Term – One Year Only – 2022-2023

BRYANT, LEE
CARBAJAL-BUTLER, MARIA
CHIASSON, MEGHAN
COUNTER, LATANYA
DURST, COURTNEY

HEARNE, LATISHA
HOHMAN, AMBER
HONGOLA, BRANDON
LOVE, CLEOTHES
MCADAMS, ANDREW

MEIKLEJOHN, KELLEY
RICHARDSON, KEESHEAMA
WASHINGTON, CALVIN

Teacher/Support Probationary Contract – 2022-2023

ABDU, NEEMA
ABOSEDE, OLOGUNDE
ACKLES, ALEXIS
ACOSTA, MARIA
ADAMS, AVERI
ADYA, SHILPI
AFSHAR, MOEIN
AGUILAR ACOSTA, STEPHANIE
AGUILAR, MARIA
AHLHEIM, ASHLEY
AKPOFURE, MONISOLA
ALBAR, MARAM
ALBRIGHT, KELLY
ALEXANDER, JACQUELINE
ALLDAY, CAROLINE
ALLEN, ANDREW
ALLEN, HANNAH
ALON, NETALI
ALONSO BLANCAS, KATY
ALVAREZ, JULISA
AMAN, MAX
AMARNEH, BILAL
AMONETT, NANCY
ANCHETA, CHRISTINA
ANDERSON, JUSTIN
ANDERSON, MERCEDES
ANDERSON, SALLYANN
ANDRADE, ASHLEY
ANN, JASON
ANYONA, LATASHA

ARCE, MARISOL
ARDON, EDGARDO
ARDON, KATELYN
ARINZE, JENNIFER
ARIZA CUEVAS, GUADALUPE
ARMSTRONG, ETHAN
ARONSON, MICHELE
ARZAC, SERGIO
ASEMOTA, BIGSTUFF
ASHBAUGH, CHRISTA
ASHFORD, LEXIS
ASKEW, NICOLE
AUTREY, KATY
AUTRY, ALICIA
AYENI, ENIOLUWA
AZAB, AMAL
BAKER, JENNIFER
BAKER, KRYSTAL
BALBUENA, ALEXANDRA
BALCH, RACHEL
BALL, PATRICK
BARBA, NATALIE
BARBOZA, PRISCILLA
BARLOW, EMILY
BARNETT, MELANIE
BARRIENTOS, ELSA
BARRIOS, DAN
BARROW, EMILY
BASSO, MADELEINE
BATEMAN, SYDNEY

BAUSCH, KACI
BAZIS, HALEY
BEARMAN, KAREN
BEASLEY, KATELYN
BEDFORD, MARTHA
BEEM, JUSTINE
BENNINGFIELD, NATALIE
BERGLUND, HOLLY
BEVINGTON, EDEN
BICKLEY, LENA
BINION, LOGAN
BJORNSON, EMMA
BLACK, KENYA
BLACKWOOD, LAUREN
BLAST, JOANNE
BLATZHEIM, LAURA
BOGANY, CHRISTIN
BOICE, DAVID
BOLICH, CARMEN
BOMAR, COREY
BOND, JAQUELINE
BONIFACIO, MARIAH
BONNER, TAYLOR
BOOKER, KELSEY
BOOTH, KIRSTEN
BOWERS, JOSHUA
BOYD, CAROLINE
BRACKEN, RILEY
BRADLEY, SHANNAA
BRIDGES, DEVIN

Teacher/Support Probationary Contract – 2022-2023

BRIGGS, JAMES
BRISCO, GARRETT
BROOKNER, THUY
BROWN, ALICIA
BROWN, KRISTINA
BROWN, NATALIE
BROWN, ROSLYN
BROWN, VINCHEA
BRUNI, STACY
BUFFINGTON, LYDIA
BURDEN, NEFERTITI
BURG, CHRISTOPHER
BURKHALTER, RUTH
BURNS, VINTEA
BURSON, DUSTIN
BURT, KAYLIE
BUSTAMANTE, JOSEPH
BUTLER, CAITLYN
BUTTERWORTH, ANDREW
CAGE, JAKAYLA
CAMPBELL, KIMBERLY
CAMPBELL, MELISSA
CAMPOS CONTRERAS, ANA
CANA, VICKI
CANTU, ISABEL
CARDWELL, CASSANDRA
CARPENTER, BRADLEY
CARPENTER, RANNY
CARPIO, CRYSTAL
CARRICK, MAXINE
CEPHUS, MARTHA
CERKLESKI, KELSEY
CHAPPELL, QDANIELLE
CHAPPELLE, ALONZO
CHAVES, PRISCILLA
CHENG, KARIN
CHESSE, CATHERINE
CHILDS, BETH
CHIN, SU
CHMURA, ELLEN
CHOE, PAULA
CHRISTON, MARIA

CHRITE, JORDAN
CISTULLI, JOSEPH
CIUBA, EMILY
CLARK, CHARLIA
CLARK, JOSHUA
COHORN, KIT
COKER, CAROLINE
COMPEAN, LAUREN
CONNER, RACHEL
CONNOR, EMILY
CONNOR, MIKAELA
CONWAY-KOLLASCH, GENEVIEVE
COOPER, ABIGAIL
CORD, KIRBY
CORMIER, BROOKE
CORRELL, SARAH
COX, CHRISTINE
COYLE, RACHEL
CRISP, YVETTE
CROWDER, KIRSTEN
CRUZ HERNANDEZ, MELISSA
CRUZ, AMY
CUEVAS, ASHLEY
CUEVAS, FRANCISCO
CUMMINGS, BROOKE
DADANI, RIDDA
DAILY, ERIN
DARROW, JUNIPER
DAVIS, KELLI
DAVIS, STEPHEN
DAWSON, ANGELA
DE LA ROSA, MARCELLA
DE LIRA, MARIA
DEAN, BRITTANY
DEAN, JEANNE
DEGRACIA, MILDRED
DELGADO, JOCELYNE
DENTON, TARYN
DIAZ, ILEANA
DICKERSON, KELLY
DICKEY, EMILY
DOAN, XUANTRANG

DOBBS, MEREDITH
DOUGHERTY, CAITLYN
DOUNLEY, JESSICA
DUANE, CREE
DUCOTE, ANDREW
DUGAS, BRAE
DUGGAN, TAYLOR
DUNCAN, CHASE
DUNCAN, MORGAN
DUNN, MICHAEL
DUNSMORE, KELLY
EALY, LILA
ECKENRODE, HALLIE
EDEN, LANCE
EGUASA, SHERIYAH
EKI-EDO, JOY
ELLIOTT, SHELBY
ELLIS, ALYSSA
ELLIS, KRISTAL
ELLIS, LANDON
ERSCHEN, BETH
ESPARZA, ALISON
ESSEX, AVERY
EVANS, KIM
EVANS, TAYLOR
EVANS-ROBERTS, JOI
EVENSON, CLAIRE
FARIS, COURTNEY
FATIMA, ASFIA
FELMET-HILL, HALEY
FERGUSON, HALEY
FIELDING, PAIGE
FIELDS, ANNA
FIELDS, SYDNEY
FIESZEL, CAITLIN
FIRRA, NATALIE
FISCHER, MADISON
FITZGERALD, ELIZABETH
FITZGERALD, MADISON
FLANDERS, VAUN
FLATLEY, CONNOR
FLEMING, GINA

Teacher/Support Probationary Contract – 2022-2023

FLOOD, DOMINIQUE
FLORES LOPEZ, EDUARDO
FOCHTMAN, MATTHEW
FORD, JAYDA
FOSTER, KYLE
FOUGHT, EMILY
FOUSE, MICHAEL
FREDERICK, HETHA
FREEMAN, JILL
FRENCH, ELISABETH
FRENCH, TRACEY
FRISBY, MATTHEW
FRYKHOLM, SAMUEL
FUENTES, NANCY
FULBRIGHT, JANA
FULLER, REAGAN
GAJEWSKI, MISTY
GALLANDER, SUSAN
GAMEZ, AVANA
GAMEZ, CHRYSTAL
GANDY, ABIGAIL
GANGSTEAD, ALEXANDRA
GARCIA, BELINDA
GARCIA, JORGE
GARRETT, BAYLEIGH
GARRISON, SHARONICA
GARZA, JORDAN
GASPAR, MICHELLE
GAZAWAY, ASHLEY
GEFFERT, TIFFANY
GENOVESE, KENDRA
GEORGE, MAKENNA
GERIK, JACOB
GIBBONS, SOPHIA
GIBSON, LAURA
GIBSON, SARAH
GILBERT, MELISSA
GILMARTIN, STEPHANIE
GIVENS, TAYLOR
GLOVER, CHARQUEL
GOETZ, MADALYN
GONZAGA, EDGAR

GONZALES, BRITTANY
GONZALES, LESLEE
GONZALEZ, ADRIANA
GONZALEZ, ALEJANDRA
GOOCH, KAITLYN
GORDON, MICHELLE
GRAVES, CHRYSTAL
GRAVES, MAKENA
GREEN, JACQUELINE
GREEN, LATOSHA
GREEN, REYNA
GREENLEAF, RACHEL
GRESPLAN, GWENDOLYN
GRIFFITH, MELISSA
GROGAN, JILLIAN
GROVES, MARY
GRUBBS, TARA
GUEVARA SEQUEDA, MARIA
GUILLAMONDEGUI, DELIA
GUZMAN TAPIA, ANDRES
HALE, MALLORY
HALICKI, COLIN
HALL, HARELLE
HALSTEAD, AMY
HAMDAN, LINA
HAMMER, AMY
HANCOCK, JESSICA
HANCOCK, MARCY
HANCOCK, REGINA
HANKINS, HEATHER
HANSEN, PATRICIA
HARDIN, AIMEE
HARDIN, ARIEN
HARDING, KELSEY
HARPER, CYNTHIA
HARRIS, ELIZABETH
HARRIS, TYLER
HART, KRISTIN
HARVEY, BRIANNA
HARVEY, SHADARRION
HASHMY, GHAJEJA
HATTLEY, ASPEN

HAWK, CAITLIN
HAYNES, DAYSHON
HEBERT, BRITTANY
HEINE, KAELY
HELLMANN, KAITLIN
HELLRUNG, DANIEL
HENKE, ROSE
HENRY, BAILEY
HENRY, SAMUEL
HERMAN, ROSALIE
HERNANDEZ, ARACELY
HERNANDEZ, LIZET
HERNANDEZ, ROXANA
HERNANDEZ, TANIA
HERRON, DAVID
HIATT, LYDIA
HILAL, SUNDAS
HILDRETH, HAYWARD
HILL, KYLAH
HINEY, SCOTT
HING, JUVY
HINZE, DAWNIELLE
HOBBS, BILLIE
HOFEDITZ, SARAH
HOGAN, HALEY
HOHNSTEIN, EMILY
HOLCOMB, CHELSEA
HOWARTH, ELLERY
HOWELL, CLARISSA
HOWERTON, REBECCA
HUBENAK, ALEXANDER
HUBER, TRACY
HUEBNER, JENNIFER
HUIE, SUMMER
HUNTER, COURTNEY
HUNTER, KERRY
HUNTZINGER, MARY
HUTTMAYER, ROBERT
HUYNH, STEPHANIE
HWANG, LANDY
IDRISSI, KAWTAR
IHIM, IFEOMA

Teacher/Support Probationary Contract – 2022-2023

INGRAM, DYLAN	KOLZOW, KIM	MARKOS, EMILY
INTRIAGO, MONICA	KRAFT, ALEXANDRIA	MARKS, CHRISTIANA
IRIZARRY COLON, SOFIA	KROUNGOLD, HANNAH	MARSHALL, JEREMY
JABATI, CINDY	LAAKMAN, ELIZABETH	MARTIN, AUSTIN
JACKSON, DENISE	LAFFOON, BRANDON	MARTIN, CRISTINA
JAIMES, CAROLINE	LAM, ANTHONY	MARTINEZ, DANIEL
JANAK, BAYLEE	LAMBERT, TIMOTHY	MARTINEZ, ISABEL
JEANTY, PAMELA	LANDER, REBEKAH	MARTINEZ, MARISELA
JEFFERY, NICOLE	LANE, LAUREN	MARTINEZ, MIDORI
JENNINGS, OLIVIA	LATHAM, JESSICA	MARTINEZ, THOMAS
JEON, HWAYOUNG	LAVALLAIS, BETHANY	MARTINI, KATHRYN
JHOWRY, KHEERANI	LAWLER, MELANIE	MASOTTI, ALINA
JOHN, STEPHEN	LEAHY, ROSANNA	MASSEY, GARY
JOHNSON, BRITTNEY	LEDOUX, AMANDA	MATTO, HAYLEY
JOHNSON, CLAIRE	LEE, ELIZABETH	MATTOX, ALEXANDRIA
JOHNSON, LAURA	LEE, GRACE	MATTU, KIRANJOT
JOHNSON, MINDY	LEIGH, ANGELA	MATURI, JAMI
JOHNSON, TARA	LENZEN, EMILY	MAXEY, BROOKE
JOHNSTON, ANNA	LEON, JOSEFINA	MAY, SARAH
JONES, ADDISON	LESPRIT, JULIET	MAYES, CALEB
JONES, KASON	LEWIS, SHANNON	MAYES, KRISTIN
JONES, KIMBERLY	LICHTI, LAUREN	MAYHEW, FAITH
KAHAN, JOSEPH	LINDSEY ALLISON, MARJORIE	MAYO, MEAGAN
KANIGA, NIFA	LLOYD, MELODY	MCALINDEN, MEGAN
KASHIWAGURA, AKIRA	LOCKETT, DANIEL	MCBRIDE, RICHARD
KEENER, APRIL	LOHSTROH, LARA	MCCALL, LISA
KELLA, DENISE	LOPEZ, ELAINY	MCCLURE, ANTHONY
KELLEY, MARY	LOPEZ, NIKKI	MCCLURE, HILDA
KENNEDY, LAQUITA	LU, HAN	MCCOMMAS, CATHERINE
KENT, ROBERT	LUCKINBILL, PARASTOO	MCCORMICK, KARA
KHAN, FAIZA	LUERA, KATELYNN	MCCREA, HALEY
KIANG, MICHELLE	MACBLANE, MICHAEL	MCGRATH, BRITTANY
KIES, AILEEN	MACHADO, ANDREW	MCPHERSON, DEVORAH
KIM, ASHLEY	MACHIN, JENNIFER	MEAD, NATALIE
KIRK, DYLAN	MACY, KERRI	MENEZES, MARTHA
KLERSY, IBET	MAGNUSON, BRITTNEY	MERCER, JAREN
KNIGHT, DENISE	MAHON, KATHRYN	MERSBACH, KAILEY
KNIGHT, MADELINE	MALAMUT, ADINA	MICHIE, CHRISTIE
KNOWLTON, CHRISTINE	MALDONADO, MEGAN	MIKES, EMILY
KNOX, DARBY	MANDALIA, RHEA	MILLAR, JORDON
KOCH, ELIZABETH	MARACALIN, BRITTANY	MILLER, ABIGAIL
KOCH, MARKIE	MARACINE, ANA	MILLER, DIANA

Teacher/Support Probationary Contract – 2022-2023

MILLER, KATHERINE
MILLER, SHANNON
MILORD, MAURKITA
MITCHELL, LINDA
MITCHELL, SANTRECIA
MONFERDINI, MORGAN
MONROE, MICHELLE
MONROY, MALLORY
MONTGOMERY, ROBIN
MONZON, YAHAIRA
MOONEY, CAROLINE
MOORE, ALYSON
MOORE, AUTUMN
MOOREHEAD, LOUISE
MOREWOOD, MEGAN
MORGAN, DARRELL
MORRIS, HOLLY
MOSLEY, SHANE
MOUNT, OLIVIA
MUIR, SARA
MULLEN, MARY
MULLINS, CAROLINE
MURRAY, CHRISTOPHER
MYERS, MARCO
NARDI, CELINE
NASH, NIYA
NEELY, ASHLEY
NEILL, ASHLEY
NEILL, CAYCE
NEILL, CRYSTAL
NELMS, KATLYN
NESBITT, JENNIFER
NEWSOME, CHARLES
NGUYEN, CATHERINE
NGUYEN, DUY
NGUYEN, LISA
NICKERSON, NICHOLAS
NIKOLAS, MADISON
NINO, JOSE
NOAH, ORALIA
NOLAND, WILLIAM
NORRIS, DELANEY

NORTHCUTT, EMILY
OBREGON, CLAUDIA
OEHLERTS, HANNAH
OJEDA, LUIS
OKAFOR, QUINN
OKOROBA, EMMANUEL
OLDENBURG, ANDREW
OLIVER, SAM
O'REILLY, ABBIE
ORR, SARA
ORTEGA, KEVIN
OSBORN, KATHERINE
O'SULLIVAN, REBECCA
OTEY, AMBER
OVERMAN, ANN
OWEN, CHELSEA
OWENS, MAURIQUA
PACE, ANN
PADAVATHIL, HENEY
PAGE, VERONICA
PALMA, JULIAN
PAPATONIS, CHRISTINA
PARK, MEGHAN
PARKER, WESLEY
PARKES, MACKENZIE
PARR, CANDACE
PARRIS, KATHERINE
PASH-COOPER, JACOB
PATEL, SHRADDHA
PATISON, JOHN
PATTERSON, JUSTINE
PAUDYAL, SWIKRITI
PAYNE, KALYN
PAYNE, VICTORIA
PEARCE, MEGAN
PEARSON, ENID
PELTO, KATELYN
PEREZ MONDRAGON, MARICELA
PEREZ, JOBRINA
PEREZ, SAMANTHA
PERKINS, LEAH
PETERSON, VENEISHA

PETRI-SUN, JESSICA
PFUNDHELLER, SAMANTHA
PHAN IAMELE, KIM-NGAN
PHAN, CHARLLEY
PHILLEY, ALI
PHILLIPS, SYDNEY
PHILPOT, HEATHER
PIERCE, BARBARA
PINEDA, BRYAN
PITTMAN, CLAIRE
POINDEXTER, SARAH
POLK, JERRI
POLLARD, WILLIAM
PONDER, KATHERINE
PORTER, DANIEL
POWELL, DOMINQUE
POWELL, ROBERT
POWERS, KENDALL
PRICE, CHAD
PRIOR, BENJAMIN
PUPO, EMILY
PURCELL, ABIGAIL
PURVIS-DAVIS, DESHON
PUTNAM, KENNEDY
QUARLES, CHRISTINA
RADMAN, MOLLY
RAJA, ZOYA
RALEY, AMARISSA
RAMIREZ, MIRANDA
RAMOS, FEDERICA
RAMSEY, MCKENNA
RANGIRA, LEOPOLD
RASMUSSEN, AUTUMN
REEVES, JOSHUA
REITER, JOSEPH
REYNOLDS, NICOLE
REYNOLDS, SARAH
RHOADS, BAILEIGH
RICE, REBECCA
REIDSEL, FAITH
RIEFF, SAMANTHA
RIVERA REYES, RICARDO

Teacher/Support Probationary Contract – 2022-2023

RIVERA, NORA	SCHULTZ, JONATHON	STEWART, MEREDITH
ROACHE, COURTNIÉ	SCRUDDER, JUDY	STEWART, JAMIE
ROBB, ASHLEIGH	SEAY, JODI	STRENK, EMILY
ROBERTS, ALLISON	SEGURA, ROQUE	STRIEBER, MARY
ROBERTS, JAMES	SETON-ROGERS, BRYCE	STRINGER, BROOKE
ROBERTSON, JILLIAN	SEVERSON, CHLOE	STRINGER, DENA
ROBISON, CONNOR	SHACKLETT, ANNE	STRUNK, SHANTELE
ROBSON, ROBERT	SHAMBLIN, CYNTHIA	STUDENNY, ANGELA
RODAS, APRIL	SHARMA, POOJA	STUER, NINA
RODRIGUEZ FURLONG, JESSICA	SHASTEEN, SARA	SUDBURY, MICAH
RODRIGUEZ, JANIE	SHAVER, AMANDA	SUTTON, CATHERINE
RODRIGUEZ, OSIRIS	SHEFFIECK, ALLISON	SUTTON, KEVIN
RODRIGUEZ, REGINA	SHELFFO, KATHLEEN	TABB, SHANNON
RODRIGUEZ, SARAHID	SHELL, TASHA	TANNEHILL, MICHELLE
ROGERS, CLAY	SHEPPARD, CLAIRE	TATUM, VICTORIA
ROJO, RENAN	SHERMAN, SUZANNE	TAVIRA, MARCELA
ROLLINS, CAITLYN	SHULTZ, SUZANN	TAYBORE, DEANDRE
ROSARIO, MANDY	SIAM, ANISA	TAYLOR, PAYDEN
ROSE, LYSETTE	SIEMERS, RAPHAELLE	TAYLOR, SHANTUAN
ROSE, STEPHANIE	SIMKA, JOEL	TEETER, SEAN
ROSELLI, DANIELLE	SLAGLE, LEONAM	TERRELL, ANNA
ROSS, ASHLYN	SLOSTED, VICTORIA	TERRELL, NANCY
ROSS, JOSHUA	SMALL, CAROLINE	THIBODEAUX, CHYNA
ROSS, MONROE	SMITH, ALICE	THOMAS, JULIA
ROYALS, CHEYANN	SMITH, BENJAMIN	THOMAS, MARCUS
RUIZ, GABRIEL	SMITH, BRODRICK	THOMAS, NATHANIEL
RUSCH, JESSICA	SMITH, KARA	THOMAS, REBECCA
RUSSELL, ALIYAH	SMITH, MARIE	THOMAS, SHAQUITA
RUSSELL, KRISTINA	SMITH, MICHAEL	THOMPSON, EMILY
RUTTER, REAGAN	SMITH, SHANA	THOMPSON, KATE
SABA, BRIAN	SMITH, TYLER	THOMPSON, MEREDITH
SAMUELSON, JORDAN	SNODGRASS, VERA	THOMPSON, SARAH
SANCHEZ, WHITNEY	SNYDER, JENNA	TILLET, CHRISTINA
SANDERS, MARY	SOSA, SAVANNAH	TORRES, GLORIA
SANDERS, NONA	SPARLING, REBECCA	TORRES, JANISE
SANDS, JENNIFER	SPEARS, HANNAH	TORRES, SARAH
SASSEEN, LACEY	ST JAMES, DANIAL	TRENT, MATTHEW
SAWAN, JUDE	STALTER, JULIANA	TREVINO, ESTEPHANE
SCHISLER, TAMERA	STARKOVICH, MICHAELA	TREVINO, SAMANTHA
SCHMIDT, CONNOR	STAROBIN, SARAH	TRIBBLE, TAMARA
SCHONFELD, DEENA	STEELMAN, SAMANTHA	TRICKETT, BROOKE
SCHOTTMILLER, REBECCA	STENNETT, MAESYN	TRIECE, KELLY

Teacher/Support Probationary Contract – 2022-2023

TRULL, GEORGE	WALKER, HANNAH	WILHELM, EDWARD
TU, HAYMEN	WALKER, MATTHEW	WILKINS, EVAN
TUBBY, DONNA	WALLACE, MAY	WILLIAMS, BROOKE
TUMEY, JACK	WASSER, GABRIELLA	WILLIAMS, CALEB
TURNER, STEPHANIE	WASSERMAN, KRISTINA	WILLIAMS, KATHRYN
URBANUS, GRACE	WATSON, ALYSSA	WILLIAMS, NADIA
URSHEL, HALEY	WATTS, TAMMY	WILLIAMS, ROBBIE
VALLADARES, SAMANTHA	WAYMON, JACOB	WILLIAMS, WAYNE
VANDERGRIFF, DENEEN	WEBB, JODIE	WILLIS, EMILY
VANLANDINGHAM, ELIN	WEBB, JOY	WILLIS, ERICA
VARELA, JESSICA	WEIDENHEFT, AMANDA	WILSON, SARAH
VAUGHAN, HAYLEY	WELKENER, CORRIE	WINANS, CASEY
VEGA DELEON, CRISTINA	WEST, REAGAN	WISE, AMELIA
VELASQUEZ, MAITE	WICKER, LILY	WOLFE, SAMANTHA
VINCENT, CAROLYN	WHIDBY, JENNIFER	WOOD, KIRSTEN
VOIGTS, JULIANNE	WHITESIDE, SUE	WOOD, MORIAH
VU, JENNIFER	WHITMAN, EMILY	YANKU, LAUREN
WADE, CHANCE	WHITMARSH, STACEY	YU, ERICA
WADE, DESTINY	WHITTEN, MARGARET	ZALTRON, ALEJANDRA
WAINSCOTT, ALLISON	WICK, KATHERINE	ZEPEDA, DAISY

Teacher/Support Term – One Year Only Contract – 2022-2023

ADKINS, RICHARD	CHARLES, CASSANDRA	FORD, TARA
ALVARADO, CHELSEA	CLEM, JARED	FRANCIS, ELIZABETH
ALVARADO DE POVEDA, LYA	COBB, BRITTANY	FREDERIKSEN, REGINA
ANDRADE, NIKITA	COKER, JACQUELINE	FULTON, MADELINE
ARIE, KEIANA	CURRAN, MELISSA	GALLEGOS, MICHAEL
BAPTISTA SEGOVIA, ANA	DALGIC, VERONICA	GHALY, ERIN
BENTLEY, SARA	DE LA CRUZ, SILVIA	GLATZ, STEVEN
BETTEN, KATHERINE	DEMPSEY, DAWN	GONZAGA, MERCEDES
BLACK, KEITH	DENT, DINNAH	GONZALEZ, LAUREL
BOGUS, BLAKE	DEVERS, DEBRA	GORDON, JEINI
BRANTLEY, JANET	DIAZ FONTANEZ, MARIBEL	GRAY, SYLVER
BRONSON, CHRISTOPHER	DRAPER, ERICA	HANEY, KRISTIN
BRUMLEY, REAGAN	DU MARS, LESLIE	HARRIS, MARJORY
BULLEIT, MADELINE	DUGAS, TANJA	HASHERT, JENNIFER
BURKE, JACKELINE	EVANS, LORI	HEINEN, NICKLAUS
CAMPOS, MISTY	FEATHERSTON, RODNEY	HEINIKEL, MEGHAN
CANNON, CHRIS	FERNANDEZ, EDITH	HILL, DOWANDA
CASEY, KORA	FLEMING, JOHN	HOCKENSMITH, BROOKE
CENTENO, ALVARO	FLORES, ESTHER	HOFFMAN, LAUREN

Teacher/Support Term – One Year Only Contract – 2022-2023

HOLLOWAY, KENDRICK	MARIANI, SUSAN	RILEY, TRACY
HUCKABY, JAMIE	MARSHALL, KRISTY	RING, COURTNEY
HUDSON, MICHAEL	MARTIN, REGINA	ROBERTSON, ALYSSA
HUFF, YOLANDRA	MARTIN, CHRISTOPHER	ROBINSON, SHERRELL
HUME, JESSICA	MARTINEZ, CAMILO	RODDY, SHARON
HUSEMAN, ALYSHA	MASON, PATRICK	SALCEDO, LORRAINE
HYLAND, MELISSA	MCCARTER, SHERRY	SAMUEL, SINI
IVEY, FRANK	MCCASKILL, STAFFORD	SANCHEZ, JOHN
JENKINS, CRYSTALYN	MCDOW, KRISTI	SANDERS, WILLIAM
JENKINS, JULIE	MCNIEL, MARGARET	SANDOVAL, DENISE
JOHNSON, TIFFANIE	MCRAE, ROSS	SCHWIETERMAN, HAPPY
JOHNSON, NAKAYDRIA	MEADOR, ERIKA	SEALE, GABRIELLE
JOHNSTON, CHRISTOPHER	MENDEZ, MARILEN	SKELTON, TIFFANY
JONES, KRystal	MONTGOMERY, AMY	SMALL, AYANNA
JONES, MIGNON	MOSS, MALCOM	SNYDER, LYNETTE
JONES, TOBY	MUNOZ, ADRIANA	SPANN, THERESA
JUNG, SHANNON	MYERS, TAMERA	SPARKS, ERIN
JYOTHSWARA, RADHIKA	NAVARRETE, SARA	SPRADLIN, TAYLOR
KARMANN, STEPHANIE	NEELY, JEAN	ST. JAMES, NICHOLA
KEA, TAMMY	NIIMI, WENDY	STAUDENECKER, KELSEY
KENT, AMBER	OCHUBA, MARIELA	TAYLOR, DARRELL
KIM, JENNIFER	O'NEAL, CHELSEA	TERRELL, VIRGINIA
KIMBERLEY, CARRIE	O'NEAL, ANGELA	THORNTON, TAMETRICE
KIMBRELL, KERI	ORJUELA, JOSE	TOMS, KELSEY
KING, NICHOLAS	OVIEDO, EDITH	TORRES, JESSICA
KIRKHAM, KELLY	PACKER, AARON	TREVINO, RENE
KNORR, MICAH	PAULEY, MARY	VARILLAS, ROMINA
KOEPKE, ELIZABETH	PERRY, CHRISTINE	WADE, MAXINE
KREBS, LYNDEE	PIEPENBURG, JENNIFER	WEATHERLY, ANNA
KRUSE, KALLI	PINILLA, CRISTINA	WEISHEIT, MELISSA
LANG, TIFFANY	PIRTLE, TIMOTHY	WIDENER, REBECCA
LEGGATT, NICHOLAS	POINDEXTER, ANNIKA	WILKIN, CHRISTINE
LEWIS, BRYSON	RAMOS, VERONICA	WILLIAMS, BRANDI
LITTLE, CHAVON	RATMIROFF, LILLIAN	WILLIAMS, JENNIFER
LOGSDON, ANA MARIA	RAVKIND, CAITLIN	WILLIAMS, JOHN
LOPEZ, ANA	RESSLER, NICOLE	WILLIAMS, NICOLE
LOVING, MAREN	RHOADS, DOROTHY	YAO, CRYSTAL
MACINNIS, MYCHEL	RICHARDSON, TIONIA	YGLECIAS, GAY
MALLARD, ALEXA	RIGGLE, SCOTT	

Teacher/Support Term – 1st Year of Two Year Contract – 2022-2023

ABDO, CYNTHIA	ALVARADO, YVETTE	ARDILA, DELISA DAWN
ABDULLKHALEK, SHADI	ALVARADO, MARIA	ARELLANO, ARACELI
ABEL, BEATRICE	ALVARADO, HEATHER	AREVALO, CYNTHIA
ABERCRUMBIA, SHERRY	ALVARENGA, PRISCILA	ARGUBRIGHT, KIMBERLY
ABRAHAM, MANJU	ALVAREZ, CHERIE	ARMET, LINDSEY
ACEVEDO, VICTOR	ALVAREZ, SANDRA	ARMOUR, JOHN
ACHALA, IRENE	ALVAREZ- RUIZ, TERESITA	ARMSTRONG, ASHLEY
ACON, MARIA	ALVAREZ VELEZ, MARIBEL	AROCHE, CAROL
ADAMS, VERONICA	AMADOR, VLADIMIR	ARONSON, JASMINE
ADAMS, CAROLINE	AMBROSIO, DORA	ARREOLA, CAROLINA
ADAMS, KATIE	AMIN, JENNIFER	ARREOLA IBANEZ, LILLIAN
ADAMSON, MARY	AMOAKOHENE, GEORGINA	ARROYO, VIVIAN
ADINDU, CRYSTAL	AMORES-QUICK, AMPARO	ARTEAGA, LETICIA
ADSIT, ELIZABETH	ANDERSON, CAROLINE	ASEL, ANGELA
AELLO, ANNE	ANDERSON, JOYCELYN	ASTON, SHARON
ALANIZ, MELODIE	ANDERSON, JANA	ATHANS, JENNIFER
ALBERT, FANNIE	ANDERSON, TARESSA	ATKINSON, HUGH
ALEMAN, JAIME	ANDERSON, MARY	ATWOOD, LISA
ALEXANDER, KIMBERLY	ANDERSON, ANGINELL	AULD, JERILYN
ALEXANDER, DORAN	ANDERSON, CHARLES	AVENDANO, NEREIDA
ALEXANDER, JASMINE	ANDERSON, KRISTIN	AVERY, JAROD
ALFORD, ANGELA	ANDERSON, ERIN	AXLINE, ELIZABETH
ALFORD, TUBYASUS	ANDERSON-JAMES, ANDRAYA	AYITEY ADJIN, MEGAN
ALFORD, KATHERINE	ANDRADE, VANESSA	AZHAR, MARIA
ALIBUYOG, ROWENA	ANDREWS, DELANEY	BAGAMANO, JOCELYN
ALLELUIA, MARIA	ANDREWS, KIMBERLEY	BAGLEY, JESSICA
ALLEN, STACEY	ANDREWS, COURTNEY	BAILEY, EMILY
ALLEN, GRETCHEN	ANDUJAR-RODRIGUEZ, LIZ	BAILEY, SARAH
ALLEN, STEPHANIE	ANGEL, LEAH	BAKER, CYNTHIA
ALLEN, ANGELA	ANGLIN, RUSSELL	BAKER, AMANDA
ALLEN, TAYLOR	ANNABLE, HEATHER	BAKER, LISA
ALLEN, JANAY	ANOZIE, TARSHENA	BAKER, LINDSEY
ALLEN, JUSTICE	ANTHONY, SHANNON	BAKER, JORDYN
ALLEN-MILLS, LATOYA	ANTHONY, STEVEN	BAKER, KACY
ALLEY, HEATHER	ANTHONY, KRISTINE	BAKER, ABBY
ALLGOOD, KRISTY	ANTHONY, ELISA	BALAORO, MIA
ALLISON, LYNLEY	ANUWE, JUDE	BALDWIN, MIIKA
ALMASRI, JENNIFER	APONTE, VALARIE	BALDWIN, ALLISON
ALMAZO, ROY	ARBELO SOTO, VIVIAN	BALES, MARNI
ALTIMORE, MANINA	ARCENEUX, HELEN	BALLARD, JAIME
ALTMAN, MARY	ARCHIBALD SONG, SARAH	BARD, TRISHA
ALVARADO, DENISSE	ARCHILLA, ERIK	BARJA, BLANCA

Teacher/Support Term – 1st Year of Two Year Contract – 2022-2023

BARNER, STEFANI
BARNES, MICHELLE
BARNES, JASMINE
BARRAZA, MARIA
BARRINGTON, SHARON
BARTHOLOMEW, MEREDITH
BARTLETT, REBECCA
BARTON, HELEN
BARTON, CALEB
BASTIAN, KATHERINE
BAUER, MAKENNA
BAUMGARTNER, BROOKE
BAUSLEY, LATASHA
BAUTISTA, MELISSA
BAXTER, KAITLYN
BAXTER, HOLLY
BEAL, ONAJE
BEAN, MIEKA
BEASLEY, SARAH
BEASLEY, LAUREN
BEAUDOING, JENNIFER
BEAUDRIE, SARAH
BECK, KATHRYN
BECK, TRACY
BECK DAVIS, TAWNA
BECKER, DAVID
BEHRMAN, MONICA
BEHRMAN, MATTHEW
BELDEN, ROSA
BELIN, LANCE
BELL, KATHRYN
BELTRAN, VERONICA
BENAVIDEZ, LILY
BENEDICT, CERA
BENJAMIN, SAMANTHA
BENNETT, GINA
BENTLEY, ELISE
BENTON, LEANDRE
BERK, AMY
BERNDT, EVELYN
BERNSTEIN, AMY
BESS, MEGAN

BETANCOURT, JESSICA
BETTS, ELLEN
BEVER, JULIEANN
BEYER, LISA
BIDDLE, HEATHER
BIERWAGEN, ERIN
BIGGS, KENDALL
BIGHAM, JULIE
BILBO, LAUREN
BILLMYRE, EMILY
BIRD, DAWN
BISHKIN, TRACEY
BISQUERA, JENELLE
BISSELL, KEEGAN
BIVINS, JEFFREY
BLACK, AUGUSTA
BLACKLEDGE, KIM
BLACKSHEAR, JUSTIN
BLAIR, EBONY
BLAKEMAN, CAROL
BLALOCK, REBECCA
BLANCHARD, TODD
BLANTON, JENNIFER
BLASCHKE, SUSAN
BLASSINGAME, RICHARD
BLEVINS, QUINTON
BOBO, KRISTY
BOGAN-ELLIS, RANEISHA
BOHLING, ANGELE
BOHLMAN, GENEVIEVE
BOLAND, CATHERINE
BOND, MEGAN
BONNER, CORTNEY
BONNER, LAUREN
BONNETTE, MARY
BORBON, RITA
BORGES, CANDICE
BORJA, EMILY
BOSTON, RHONDA
BOTT, CARESE
BOUCHER, MELISSA
BOUGHTON, PATRICIA

BOULDIN, BRIANA
BOURAS, ASHLEY
BOURLAND, LINDSEY
BOWLES, CASEY
BOYD, GWEN
BOYD, HALEY
BRACKENS, SHAMEKA
BRADA, JULIE
BRADANESE, DENNIS
BRADDY, AMANDA
BRADFORD, KYLEE
BRADLEY, AMBERLEY
BRADSHAW, JESSICA
BRAGG, RACHAEL
BRALEY, JEANA
BRANSKY, TAMMI
BRANTLEY, AMANDA
BRAUTIGAM, ELKE
BRAY, MICHAEL
BREAZEALE, KAREN
BREEDING, DEANNA
BREMER, CHRISTINE
BRESSLER, PATRICIA
BREWER, ROBYN
BREWER, DENISE
BREZEL, NICHOLE
BRICKHAM, VERA
BRIDGES, KRISTIN
BRIDGES, MARLISE
BRINDLEY, HANES
BRISTOW, RHONDA
BROADHURST, JOAN
BROCK, CARLA
BROCKWAY, MIN
BROCKWAY, TERRA
BROOKS, TOBI
BROOKS, KATHRYN
BROOKS, DANA
BROOKS, JENNIFER
BROOKS-GILLIAM, JENNIFER
BROUSSARD, JENNIFER
BROWN, KERRI

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BROWN, BETH	CALHOUN, KERREGAN	CAVANAUGH, CRYSTAL
BROWN, LAURIE	CALLIS, ASHLEY	CAVE, JEANELLE
BROWN, PRISCILLA	CALVERT, SABRINA	CERCA, MARIA
BROWN, ELIZABETH	CAMACHO, TANYA	CERDA, GUADALUPE
BROWN, LEENA	CAMACHO, STEPHANIE	CERDA, DESTINY
BROWN, LINDA	CAMERON, KRISTIN	CERVANTES, YOLANDA
BROWN, FREDERICK	CAMP, STEPHANIE	CHAKIBANE, NABIL
BROWN, GABRIELLE	CAMPBELL, ASHLEA	CHAN, JESSICA
BROWNE, JOY	CAMPBELL, MERI	CHAN, JASPER
BROWNE SCHMIDT, DE'QUAN	CAMPBELL, JOSHUA	CHANEY, HELEN
BRUCE, MEGAN	CAMPBELL, ALEXANDRIA	CHAPMAN, AMANDA
BRUMELow, NICOLE	CAMPLIN, ANNA	CHAPMAN, BLAKE
BRYAN, ASHLEY	CANALES, CASSANDRA	CHAPMAN, CHRISTINE
BRYANT, JOHNISE	CANTU, OLIVIA	CHARLES, ERIC
BRYANT, TAMEKA	CANTU, MARIANA	CHASTANT, ANGELA
BRZozowski, JILL	CANTU, ASHLEY	CHAVEZ, MONICA
BUCKLEY, NICOLE	CAPAK, EMILY	CHAVLOVICH, DAVID
BUDZ, RACHEL	CARAVANO, KATHRYN	CHENAULT, DANI
BUFFINGTON, DEISHA	CARDONA, YULIANA	CHERRY, CARLEY
BUFKIN, CHRISTOPHER	CAREY, LARA	CHESAL, ERIN
BULLARD, VERONICA	CARIDI, ANTHONY	CHEUNG, CHE
BUNETTO, DONNA	CARRISALEZ, REBEKAH	CHILDS, CHARLENE
BURGER, AMY	CARROUM, SUNNY	CHING, JAHILYN
BURKETT, APRIL	CARRUTHERS, RACHEL	CHISUM, MORGAN
BURKETT, SILVER	CARTER, AMBERLY	CHO, KEVIN
BURNETT, RACHEL	CARTER, DEANNA	CHOAT, ANGELA
BURNS, MICHELE	CARTER, WENDY	CHRISTIAN, TAYLOR
BURNS, MEGAN	CARVER, MARGARET	CHURCHILL, GINA
BURNS, ANDRE	CASBURN, IRENE	CIESZKOWSKI, KEVIN
BURR, KRISTIN	CASSELS, SYDNEY	CIESZKOWSKI, JEAN
BURR, CHRISTY	CASSIAS, CATHERINE	CLABIORNE, ERIN
BURRELL, ALISHA	CASTANEDA, CHRISTOPHER	CLARK, KIMBERLY
BURSON, KRISTI	CASTELLANO, LUCILA	CLARK, NICOLE
BUSSE, JULIE	CASTILLO, ROSA	CLARK, DANIA
BUTLER, SHARANDRA	CASTILLO, MONICA	CLARK, SARAH
BUTTRY, VERONICA	CASTLEBERRY, MELINDA	CLARK, RACHAEL
CABRAL, VANESSA	CASTON, CAITLIN	CLAUNCH, LAURAN
CABRAL, MARIA	CASTREJON, ANGEL	CLAUSING, KENNETH
CAHEE, AMELIA	CATALINA, SHANNON	CLEMENTS, JUSTIN
CALDERON, FRANCISCO	CATEN, JAMESON	CLEMENTS, DEBORAH
CALDWELL, JOSEPH	CATHEY, CARMEN	CLOW, DENISE
CALDWELL, BONNIE	CAUWELS, MCKENZIE	COALSON, TAMARA

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COCHRAN, LISA	COVINGTON, WILLIAM	DAVIS, ASHLEE
COCHRAN, ASHLEY	COX, CARLEE	DE LA TORRE, KATHRYN
CODE, BRITTANY	COY, SHAWNTEL	DE TORCY, MURIEL
CODY, KRISTIN	CRABTREE, HALEY	DEARTH, LAURA
COHEN, DANIE	CRAIN, COURTNEY	DECOSTA, ELIZABETH
COHEN, ERIKA	CRAVER, TAMARA	DEES, KAITLIN
COHORN, VICTORIA	CRAWFORD, CAROL	DEES, JACOB
COLE, ANDREA	CREWS, JEANA	DEGHAN-ALBRIGHT, NIKA
COLE, TANYA	CRINELLA, KARIN	DEHOYOS, WONDA
COLE, MEGAN	CRISP, ANGELA	DEL RIO-RINCK, AZUCENA
COLE, REBECCA	CRISP, TOYIA	DELEZEN, JASON
COLEMAN, TAMARA	CROOK, TONI	DELGADILLO MIRANDA, MONICA
COLES, CASEY	CROSS, LINDSAY	DEMENT, JOANNAH
COLE-SCOTT, CONSTANCE	CROUCH, KATHERINE	DENNIS, LINDSEY
COLLINS, ASHTON	CROUCH, MEAGAN	DENSMORE, MONICA
COLLINS, CRYSTAL	CROW, NATALIE	DEPIERRO, DANA
COLON, JENNIFER	CRUICKSHANK, TINA	DEPUY, LAURA
CONGROVE, STACEY	CUMMINGS, ELIZABETH	DEPUY, CHERIE
CONKOVICH, KATHERINE	CURINGTON, JILLIAN	DERBY, JOSHUA
CONNER, SHARHONDA	CURRAN, KIMBERLY	DEVINE, KATHLEEN
CONRAD, LINDSY	CURTIS, KELLY	DIAL, DOTTIE
CONTRERAS, COURTNEY	DABESHLIM, DANIELLE	DIAZ-CAMPIS, CRISTINA
CONTRERAS, MARIA	DABHI, SHIVANI	DIBIASE, JULIE
CONTRERAS, VANESSA	DALE, MARCY	DIETZ, ANDREA
CONTRERAS, ELIZABETH	DALE, BRYSON	DIFEE, ROBIN
CONTRERAS HERNANDEZ, MICHELLE	DALE, CHLOE	DIGNO, ALAN
COOK, MADELINE	DALY, AMY	DILLINGHAM, JENIFER
COOK, AMBER	DANAWALA, RAEES	DINWIDDIE, AMANDA
COOLIDGE, TALLEY	DANESHMAND, LINDSEY	DIRKS, STEPHEN
COOPER, ARIANNA	DANIEL, MEGAN	DISCIORIO, LISA
COOPER, SARA	DANIEL, AMANDA	DIVINEY, KATELYN
COPELAND, PAMALA	DANIELS, KELSEY	DIXON, SHERIDAN
COPLEY, GARETH	DARDEN, WILLIAM	DIXON, GWENDOLYN
CORNELIUS, CHUN	DARWIN, AMY	DIXON, JORDAN
CORTINAS, CARLA	DAVIS, LAURA	DODGEN, KATHERINE
CORWIN, LYDIA	DAVIS, ERICA	DODSON, STEPHANIE
COTHAM, MARY	DAVIS, MARIE	DOHAR, TAYLOR
COTHRUN, MADELAINE	DAVIS, BARBARA	DOMINGUEZ, KOLLEEN
COTTON, DEBORAH	DAVIS, MELODY	DOMINICK, KATHERINE
COTTON, JEANENE	DAVIS, MELISSA	DORRELL, CONNIE
COULTER, BARBY	DAVIS, ABIGAIL	DORSEY, TIFFANY
COUNCIL, DOUGLAS	DAVIS, VICTORIA	DOUGLAS, DEE ANN

Teacher/Support Term – 1st Year of Two Year Contract – 2022-2023

DOWELL, MARGARET
DOZIER, PRESTON
DRACHENBERG, TRICIA
DRAGOO, EMILY
DRAPER, CHRISTOPHER
DRESEL, RACHEL
DRIES, KATHRYN
DRIVER, DUANE
DUBROC, WHITNEY
DUCRE, SAVANNAH
DUKE, MACKENZIE
DUNCAN, SHANNON
DUNHAM, ROBYN
DUNSWORTH, AMY
DURHAM, SARA
DUTY, ALLISON
DUVALL, LEIGH
DUVALL, JENNIFER
DYDELL, JAQUETTA
DYE, MOLLY
DYER, NINA
DYSPUT, ANDREA
EASTERLING, CAROLINE
EATON, TAYLOR
EBY, MARISSA
ECKENROTH, MARCELA
EDDY, BRIAN
EDMOND, LESLIE
EDMONDSON, DEBORAH
EDNEY, ASHLEIGH
EDWARDS, CINDY
EDWARDS, CHARLES
EDWARDS, GRETCHEN
EGER, HEATHER
EICHINGER, KAREN
EISELE, BRIAN
ELAM, STEPHANIE
ELLIOTT, AUSTIN
ELLIS, JANET
ELLIS, BRIANA
ELLIS, YOLANDA
EMORY, CAMILLE

ENDERICA, ALEXANDRA
ENGLERTH, CHRISTINA
ENGLISH, CARLEY
ENGLISH, STACEY
ENRIQUEZ, DENISE
EPPS, CRYSTAL
ESPARZA, DAVID
ESPINOSA, JAIME
ESTRADA, GEMA
ETHETTON, MARIA
ETRI, CHRISTINA
EVANGELISTA, MARIANNE
EVANS, SHEMIA
EVANS, BRIAN
EVANS, MADELINE
EVERETTE, JASMINE
FADNER, LINDA
FAGAN, PATRICIA
FAIR, CHRISTINA
FALIES, LUC
FANOUS, ASHLEY
FARIAS, KIMBERLY
FARIAS, VICTORIA
FARIAS, ERASMO
FARNEN, AMANDA
FAWKES, MOLLY
FAYE, KATHLEEN
FEGLEY, KAREN
FENIMORE, AMANDA
FERGUSON, ALLENA
FERNANDEZ, CYNTHIA
FERNANDEZ, MARIA
FERNANDEZ, ANTHONY
FERNANDO, JENNIFER
FERRANS, ROSS
FIELDS, KELLY
FIGUEROA, CLAUDINE
FIGUEROA, MARION
FINNIE, CAROLYN
FISCHER, MEGAN
FISHER, SARAH
FISHER, JOEL

FISHMAN, ROBIN
FLEMING, ANNA
FLETCHER, LINDA
FLETCHER, AMY
FLETCHER, MARY
FLORES, VICTORIA
FLORES, STEPHEN
FLOYD, LINDSEY
FLOYD, AMY
FLYNN, MELISSA
FONNER, AMANDA
FORD, ROBIN
FORNADEL, LENORA
FOSTER, HAYDEN
FOSTER, KAELYNN
FOULK, DIANE
FOWLER, DAWN
FOWLER, DARIAN
FOX, SARA
FOX-WELLS, ERIN
FRALEY, RACHEL
FRANCKE-GONZALEZ, MARIA
FRANKLIN, CAROLYN
FRASIER, VALERIE
FRAZIER, SEAN
FREDERICK, KASEY
FREEMAN, BRICE
FREESE, STEPHANIE
FRITSCHKE, MELISSA
FRYKLUND, AARON
FUHRMAN, ALLISON
FULLER-SUMMEY, CHRISTINA
FULMER, KAREN
FURGESON, KALLIE
FURLONG, AMY
GAHAGAN, CHAINN
GAINES, SHANA
GALDAMEZ, MEDELY
GALLMAN, KAITLIN
GALLO, ANNE
GALLO, ANGELA
GALVAN, CARRIE

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GAMMILL, ASHLEY
GANDY, ALEXANDRA
GANNON, JESSICA
GARBER, LINDSAY
GARCIA, ORLY
GARCIA, DAENA
GARCIA, ANA MARIA
GARCIA, ELIZABETH
GARCIA, THERESA
GARCIA, NICOLAS
GARCIA, DENISE
GARCIA ARAIZA, SYLVIA
GARCIA BAEZ, VALENTIN
GARMS, DEBRA
GARNER, CARL
GARRETT, HEATHER
GARTLAND, CHRISTINE
GARY, TANYA
GARZA, FRANK
GARZA, BRENDA
GATLIN, CYNTHIA
GATLIN, DANIELA
GAW, SUZANNE
GAYLOR, JENNIFER
GAZI, SABIQUE
GEER, ALLISON
GEFFERT, HARVEY
GEFTOS, KYLE
GEISE, PHILLIP
GENT, TANYA
GEORGE, SOPHIE
GEORGE, THOMAS
GEORGE, CRAIG
GEORGE, JORDAN
GERHART, NATALIE
GESINO, STEFANY
GHABIN, ESRA
GIBB, HEATHER
GIDEON, ASHLEY
GIER, ANGELA
GIESE, CYNTHIA
GILBERT, ANNE

GILBERTSON, KARI
GILES, SARAH
GILL, ASHLIN
GILL, GRACE
GILLASPIE, BELINDA
GILLESPIE, KATE
GILLILAND, CHRISTOPHER
GILLILAND, DEBRA
GILLO, SABRINA
GILSTRAP, KATHRYN
GLAZER, DANIELLE
GLOVER, TERESA
GOAD, JOELLE
GOGGIN, MARGARET
GOLBUFF, IVETH
GOLDBERG, AMANDA
GOLDBERG, JENNIFER
GOLDFARB, ABIGAIL
GOLDSTRICH, JORDAN
GONZALES, CHRISTOPHER
GONZALES, DEENA
GONZALES, AMANDA
GONZALES, STEPHEN
GONZALEZ, MARIA
GONZALEZ, LYNA
GONZALEZ, JESSICA
GONZALEZ, MARILYN
GONZALEZ, JOEL
GONZALEZ, RAMIRO
GONZALEZ-GERTH, MICHELLE
GOODALL, JARRED
GOODMAN, CASEY
GORDON, ALLISON
GORDON, KELSEY
GOULD, SARAH
GOULD, KIMBERLY
GOVEA, STEPHEN
GRABER, KATHERINE
GRAEBER, ASHLEY
GRAHAM, DONNA
GRAHAM, JONATHAN
GRAHAM, TAMMY

GRANT, KRISTOPHER
GRANT, ALEXANDRIA
GRAY, ALYSSA
GRAY, REBECCA
GREEN, VICKI
GREEN, LAUREN
GREENE, ABIGAIL
GREENMAN, AMY
GREENWOOD, MELODY
GRIFFIN, WENDY
GRIFFIN, KITTIE
GRIFFIN, KRISTEN
GRIMES, ASHLEY
GRINFFIEL, DAVID
GRINSFELDER, SAMANTHA
GRISSOM, MICHAL
GRIZZAFFI, MEGAN
GROSS, MEREDITH
GROTH, MICHAEL
GRUHLKEY, SARAH
GUERRA, JUSTINE
GUERRA CABALLERO, CLAUDIA
GUESBY, ANGELA
GUILLORY, BEVERLY
GULICK, JOHN
GULLEY, AMANDA
GUNN, HANNAH
GURULE, FAITH
GUTHMILLER, ALI
GUTIERREZ, VERA
GUTIERREZ, BRITTANI
GUTIERREZ, LESLIE
GUTIERREZ, DORA
GUTIERREZ, ADA
GUTIERREZ, LACI
GUTIERREZ, DAMIEN
GUZICK, ALANA
GUZMAN, TELESFORA
GUZMAN, LAURA
HAAS, JESSICA
HADDOX, HALEY
HADEMENOS, GEORGE

Teacher/Support Term – 1st Year of Two Year Contract – 2022-2023

HAGUE, JENNIFER
HAHLEN, MIRANDA
HAHN, BARBARA
HAJJI, NESRINE
HALL, SARA
HALL, ELAINE
HALL, LATISHA
HALL, KATIE
HAM, CARA
HAMES, LISA
HAMILTON, RACHEL
HAMILTON, LISA
HAMMERS, CHRISTINA
HAMPTON, HEIDI
HANCOCK, MELANIE
HAND, DEVONDA
HANEY, PAULA
HANNER, ALEX
HANSON, SHERIDAN
HAQ, BUSHRA
HARDEN, ANDREW
HARDIN, MARSHA
HARE, STACY
HARE, KAYLEE
HARKER, CHRISTA
HARLAN, JILL
HARMON, KELLY
HARPER, RAMONA
HARPER, BRIAN
HARPER, KRISTA
HARRIS, HEIDI
HARRIS, RACHEL
HARRIS PRICE, DONNA
HARRISON, HOLLIE
HARTIGAN, VANESSA
HARWOOD HIGHTOWER, LAURA
HASTINGS, CARREN
HATFIELD, AMY
HAVENS, JENNIFER
HAWKINS, JUDY
HAWKINS, WHITNEY
HAWKINS, LAUREN

HAWLEY, MARY
HAYES, MEAGAN
HAYMAN, KARA
HAYNES, CHARLENE
HEALEY, CATHERINE
HEARD, JASMA
HEARNE, EMILY
HEATH, ELIZABETH
HEATH, DAWN
HEATH, ALLISON
HEBERT, KATHERINE
HECKMANN, MEAGAN
HEDLAND, MARY JO
HEDRICK, MARTHA
HEIDER, ALEC
HENDERSON, TIFFANY
HENDRICKS, MELISSA
HENDRICKSON, HOLLY
HENDRIX, PEGGY
HENRY, JASON
HENSON, RACHEL
HERMAN, AVERY
HERMOSILLO, JENNIFER
HERNANDEZ, MARTIN
HERNANDEZ, LETICIA
HERNANDEZ, ELISE
HERNANDEZ, TEEJAY
HERNANDEZ, MISTY
HERNANDEZ, YVETTE
HERNANDEZ, JENNIFER
HERRICK, GLADYS
HERRON, SUSAN
HERSHEY, CONSTANCE
HICKEY, JILL
HIGHT, CHARDONNE
HILL, MICHAEL
HILLEBRAND, ASHLEY
HIMLER, AMIEE
HINCHEY, CHRISTINA
HINKEL, EDWARD
HINOJOSA, BRIANNE
HINOJOSA, NATHAN

HIRSCH, MICHELLE
HISCOCKS, ELISABETH
HISE, WENDY
HOAG, ROBERTA
HOAG, MARY
HOCKLESS, NORLEESA
HODDY, KAYLEY
HODGE, MITCHELL
HODOH, KARA
HOFFMAN, REBECCA
HOGG, VIRGINIA
HOGG, HANNAH
HOGUE, MARIANNA
HOLDER, ANDREA
HOLLOWAY, NICHELLE
HOLLOWAY, SYDNEY
HOLSTON, JILL
HOLT, CARLLA
HOLT, ANDREA
HOLT, KIMBERLY
HOLTON, MANDI
HOMMA, YUKIE
HONAKER, KENNETH
HOOD, TOMEKA
HOOD, DENISE
HOOKS, MARGIN
HOPKINS, LINDA
HOPKINS, EMILY
HOPPER, SARAH
HOPSON, ELISABETH
HOPSON, CODY
HORAN, BRIDGET
HORN, KELSEY
HORN, CHRISTINA
HORNOR, HEATHER
HORTON, JILL
HORTON, MONICA
HORTON, CHRISTIAN
HOTZ, JILL
HOUGH, SHANNON
HOUGHTALING, PAIGE
HOUSE, JENNIFER

Teacher/Support Term – 1st Year of Two Year Contract – 2022-2023

HOVER, KENDRICK
HOWARD, SHARON
HOWARD, KELLI
HOWARD, SHARI
HOWELL, NICOLE
HOWELL, STEVEN
HOWERY, SARAH
HOYT, ERICA
HRANITZKY, LINDSEY
HUBBARD, BRITTANY
HUBEN, ERNEST
HUBEN, JANET
HUCKEBA, SANDRA
HUDGINS, AMBER
HUDSON, LAURA
HUDSON, LYDIA
HUERTA, SELINA
HUFF, MARNIE
HUFFMAN, TRACEY
HUGHES, KIMBERLY
HUNTER, CHEYENNE
HUNTER, ALISON
HURTADO, JOSHUA
HURTADO, JOSE
HUSHFIELD, LEIGH
HYDE, KATHRYN
ICOSSIPENTARHOS, AMELIA
ICOSSIPENTARHOS, DIMITRIOS
IGBOH, RACHEL
INGRAM, LESLIE
INSKEEP, JULIA
ISHIZUKA, MICHELLE
ITANI, YASMINE
JABER, SARAH
JACKSON, VERONICA
JACKSON, TYSHA
JACKSON, BRANDI
JACKSON, MARGARET
JACKSON, LAUREN
JACKSON, TASHA
JACKSON, TONI
JACKSON, JENNIFER

JACOB, CHRISTINA
JACOBIE, CAMILLE
JAFFE, ANA
JAMES, BRANDIE
JARINKO, TERESA
JARVIS, EMILY
JAZILY, ELSY
JEFFERSON, TA-TANISHA
JENKINS, ARABELLA
JENKS, WILLIAM
JENNINGS, KAREN
JENNINGS, HILLARY
JOHNS, LAURA
JOHNS, SARA
JOHNSON, MOLLY
JOHNSON, BRENDEN
JOHNSON, GARRETT
JOHNSON, AUTHURA
JOHNSON, SHERRI
JOHNSON, DAVID
JOHNSON, TERRI
JOHNSON, TANYA
JOHNSON, KARA
JOHNSON, JENNIFER
JOHNSON, JENNIFER
JOHNSON, JULIE
JOHNSON, NATALIE
JOHNSON, WILLIAM
JOHNSON, LAUREN
JOHNSON, GERALDINE
JOHNSON, EMILY
JOHNSON, AMANDA
JOHNSON, JAINY
JOHNSON PERKINS, KAREN
JOHNSTON, KRISTINA
JOHNSTONE, KATHERINE
JOINER, BETHANY
JOLLY, KARLENE
JONES, JAMEE
JONES, LAURIE
JONES, ASHLEY
JONES, CANDACE

JONES, NICOLE
JONES, SHONDA
JORDAN, DEMETRA
JORDAN, BRANDI
JOYA, KATTI
JUAREZ, YOSELINE
JUTTON, JENNIFER
KAKAR, ROMA
KALINYAK, SADIE
KANE, ERIN
KANE, ALLISON
KANG, SOO-JUNG
KANICKA, TAMMY
KARIM, NYLA
KARNOWSKI, MARGARET
KATSOULIS, COREY
KATZ, KATHLEEN
KAUFMAN, HEIDI
KAUITZSCH, LINDSEY
KAWAR, PAIGE
KAZANAS, CHRIS
KEETER, SARAH
KELLEY, AMY
KELLEY, BRENDAN
KELLEY, HEATHER
KELLOGG, GERALDINE
KENNEDY, KATHRYN
KENNEDY, DAVID
KENNEDY, TIFFANI
KENNEDY, LAURI
KERBOW, CHRISTIE
KEYSER, JAMIE
KHAN, AGNES
KILLGORE, WILLIAM
KIM, EUNHEE
KIM, STEVE
KINCAID, COLIN
KINDER, LAURIN
KINDRED, KIERA
KING, KRISTEN
KIRBY, ALAN
KIRCHOFF, KATHLEEN

Teacher/Support Term – 1st Year of Two Year Contract – 2022-2023

KIRK, KAREY	LANCASTER, LINDSAY	LEVY, IRVING
KIRK, MEREDITH	LANDMAN, KAREN	LEWIS, BOBBIE
KIRKHAM, SUSAN	LANDON, ANDREA	LEWIS, MELISSA
KIRKLEN, JENNIFER	LANDRY, JENNA	LEWIS, KATHARINE
KLEIN, CARLY	LANGER, CHRISTINA	LEWIS, VERONICA
KLINE, REBECCA	LANGLINAIS, AMY	LEWIS, RACHEL
KLOBUCHAR, ANNA	LANGSTON, LINDSEY	LEWIS, ROBYN
KNAPE, CHRISTINA	LAPOINTE, SANDRA	LIFE, JANIE
KNAPP, KYPRIS	LARA, ZAYRA	LILES, KELSY
KNIGHT, KAITLIN	LARA, MARK	LILLY, STACIE
KNIGHT, KASIE	LAREDO BEHRMAN, VICTORIA	LIMON, DANIEL
KNIGHT, MONICA	LARSEN, DIANA	LIN, PRISCILLA
KNIGHT, CAROLAN	LARUSCH, JUSTIN	LINDSEY, LASHONDRIA
KNIPPEL, LAUREN	LASKA, AMY	LITTLE, PEGGY
KNOCHENMUS, AMANDA	LASKOWSKI-ARCE, MICHELLE	LITTRELL, ALEXANDRA
KNOTH, KARA	LATHAM, SHERYL	LIVINGS, MELISSA
KNOX, TAYLOR	LATIMER, KAREN	LLAMAS, MIGUEL
KOCH, KATHERINE	LATZ, OLIVIA	LOCASCIO, MARINA
KOENIGSBERG, DEANNA	LAWRENCE, EMILY	LOCKE-LEWIS, JACQUELYN
KOLLAJA, KELLY	LAWRENCE, MICHELLE	LOFTIS, LOIS
KONZEM, AMBER	LAWSON, STACEY	LOFTON, MISHAEL
KORAKIANITIS, YANNI	LAWSON, DENAE	LOMBARDI, CHRISTINA
KORENEK, JANA	LAYER, LISETTA	LOMELIN, GUSTAVO
KOROTKOW, SARA	LAYTON, GARRETT	LONDON-YOUNG, JUDY
KORTE, PAIGE	LAYUG, AGNES	LONDOT, LARS
KOTZEN, TRACIE	LE, DUNG	LONG, SARA
KOUDELKA, ALINE	LEAL, ELIZABETH	LONG, ALISSA
KRAAL, SHELLY	LEANDER, LINDSAY	LONG, LAUREN
KREJCI, MICHELLE	LECHLITNER, LAUREN	LONG, VICKI
KRENEK, KAIT	LEDFORD, LAUREN	LONG, ALYSSA
KRUSLESKI, SONIA	LEE, TIAA	LOPEZ, YASMIN
KUENZER, KRISTIN	LEE, HEATHER	LOPEZ, VELMA
KURTZ, MARIE EILEEN	LEE, KRISTEN	LOPEZ, ROBERTO
KURZNER, CATHERINE	LEE, THOMAS	LOPEZ, RAQUEL
KWAK, FLORENCE	LEE, JU	LOPEZ, MARY
KYLE, LAURIE	LEE, PAUL	LOPEZ, GILBERTO
LACEY, KATHRYN	LEHMAN, JULIE	LOPEZ, JIMMY
LADD, RACHEL	LEMME, RACHEL	LOPEZ, VANESSA
LAMAN, LAURIE	LEONARD, SONIA	LOUGHMILLER, LAURA
LAMENDOLA, KRISTEN	LEONARD, CONRAD	LOVE, BRITTANYE
LAMINACK, MARC	LEPPKE, AUDREY	LOWE, ALEXANDRIA
LAMONT, LOUIS	LESLIE, KATHERINE	LOZADA, CHRISTA

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LOZURE, LANA	MARTINEZ, JENNIFER	MCCULLOCH, KATHERINE
LUECKENOTTE, LORI	MARTINEZ, ERIK	MCCURDY, REGINA
LUMAN, HEATHER	MARTINEZ, GILBERT	MCDANIEL, JEROD
LUNDQUIST, LINDSEY	MARTINEZ, JOSE	MCDANIEL, ASHLEY
LUSSO, STEPHANIE	MARTINEZ, LAUREN	MCDONALD, JEFFREY
LUTTRALL, DANITA	MARTINEZ, AMY	MCDONALD, APRIL
LYON, HELEN	MARTINEZ, BRENDA	MCDONALD, KATY
LYONS, ASTYN	MARTINSON, CYNTHIA	MCDONALD, MAYUMI
LYONS, ELIZABETH	MASSEY, MELISSA	MCEVOY, JENNIFER
LYSEN, EDWARD	MASSEY-STINNETT, THERESA	MCFAIL, ROBERT
LYSEN, ELIZABETH	MASTERS, DANA	MCFARLIN, DEBORAH
MA, KATHLEEN	MATHEW, MELISSA	MCGEE, LEAH
MABRY, TAMI	MATHEW, MERCY	MCGEE, JEFFERY
MACESICH, JAMIE	MATHEWS, KIMBERLY	MCGILL, ANNETTE
MACK, CHRISTINE	MATHIEU, ALLISON	MCGINNIS, SUSAN
MACKEN, KATHRYN	MATSUMOTO, COLLEEN	MCGLOSSON, MICHAEL
MACKIE, HEATHER	MATTOS FERREIRA, ANA MARIA	MCGLOTHEN, KATRINA
MACPHERSON, NICOLE	MAXEY, DENISE	MCGOUGH, BROOKE
MADDEN, KATHERINE	MAY, KATIE	MCINTYRE MASON, NEFER
MAGRUDER, CAROLINE	MAY, TAMARA	MCKAY, PATRICIA
MALEMES, PATRICIA	MAY, DESIREE	MCKNIGHT, KATE
MALLET, LAURA	MAY, MINDY	MCLACHLAN, MARYAN
MANERS, DANA	MAYES, AMY	MCLEAN, DANAY
MANN, HALEIGH	MAYWEATHER, ROCHELLE	MCLEROY, AMANDA
MANNING, LAURA	MAZUR, CHRISTINE	MCMENAMY, MEGAN
MARIANO, AMY	MCANALLY PANKONIEN, SARAH	MCMILLAN, BETHANY
MARKUSSEN, KORI	MCBRIDE, AMBER	MCMILLIAN, TRACEY
MARLIN NORTON, TAMARA	MCBRIDE, DEVAN	MCMILLIAN, LAUREN
MARNIK, SARA	MCBROOM, CAROL	MCMURTRY JOHNSTON, MIKAELA
MARQUEZ, LYDIA	MCCAIN, RONNECIA	MCNEAL, STACEY
MARROQUIN GARZA, ALICIA	MCCANTS, MEGAN	MCNEELY, DAVID
MARSH, EMILY	MCCLAIN, SARAH	MCTHUNE, JAMILA
MARSTELLER, HANNAH	MCCLENDON, AMY	MCWILLIAMS, MARY
MARTEL, MEGHAN	MCCLENDON, MARY	MEADOR, SARA
MARTIN, MARGARET	MCLOUD, DERRICK	MEDDERS, MARY
MARTIN, SANDRA	MCCONNIEL, MACI	MEDINA, ERIN
MARTIN, MEGAN	MCCORMACK, LAURA	MEDINA, MAEGHAN
MARTIN, KYLE	MCCORMICK, ALICIA	MEDLIN, BRIAN
MARTIN, KIMBERLEE	MCCOY, PATRICIA	MEDLIN, JEANNA
MARTIN, GEORGIA	MCCRAW, LAUREN	MEHRING, JOSEPH
MARTIN, AARON	MCCREA, CATHERINE	MEJIA, SANDRA
MARTINEZ, ANA	MCCRORY, THOMAS	MEJIA, ELIANA

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MEJIA, WENDY
MELIOS HANCHEY, GRIGORIA
GRACE
MELLO, RACHEL
MELO FLOREZ, GUSTAVO
MELSON, EMILY
MELTON, LURENA
MELTON, AMANDA
MEMBRENO, KAREN
MENDENHALL, COTTON
MENDIOLA, MANUEL
MENDOZA, ANGELA
MENEFE, AMANDA
MENG, KACI
MENJOLET, MICHELLE
MERRYMAN, MARY
MERSCHEL, MELINDA
MERTA, CHRISTINA
MESTER, RONALD
METCALF, DENISE
METCALF, ALYSSA
METCALFE, ALEXANDRIA
METHRATTA, CINI
METZLER, KATHERINE
MEYER, KATHLEEN
MEYER, LISA
MEZA, ROBERTO
MICKISH, JESSICA
MIFTAJOVA, OLGA
MIKESELL, WILLIAM
MILLER, MELANIE
MILLER, SHELLY
MILLER, STEPHANIE
MILLER, SCOTT
MILLER, DEBORAH
MILLER, TIFFANY
MILLER, AMY
MILLER, ELLEN
MILLER, EMILY
MILLER, ALEXANDRIA
MILLER-COOK, TRACY
MILLET, CYNTHIA
MILLIKEN, CHRISTINA

MILLS, LATOYA
MINNIEFIELD, LATOSHA
MIRSKY, LALINDA
MITCHELL, TONYA
MITCHELL, KAREN
MITCHELL, XAVIER
MODI, BHAVIKA
MOIR, ANNE
MOJICA, JOSE
MOK, STEVE
MOLINA, CYNTHIA
MOLINA, KAREN
MONCKTON, SONYA
MONIER, COLLEEN
MONROE, KAREN
MONTAGUE, CHRISTA
MONTELONGO, YURIDIA
MONTELONGO, KATHERINE
MONTERROSA, BRENDA
MONTEZ, VANESSA
MONTGOMERY, JENNIFER
MONTGOMERY, KIMBERLY
MONTGOMERY, JOSLYNN
MOONEY, SARA
MOORE, PATRICK
MOORE, JENNIFER
MOORE, BLANCA
MOORE, LORI
MOORE, EMILY
MOR, LORI
MORA, MARIA
MORAN, DAVID
MORENO, SANTIAGO
MORGAN, AMBER
MORGAN, JENNIFER
MORGAN, MARY
MORRELL, DONNA
MORRISON, DOUGLAS
MORRISON, GRETA
MORRISON, ALICIA
MORRISSEY, DONNA
MORSE, MARTHA

MORTON, BRENT
MOSIER, ALYSA
MOSS, KELLY
MOUDEN, CHERI
MOUNT, SAMUEL
MOUNTJOY, KELLY
MOUTON, ALLISON
MUCCIACCIARO, APRIL
MUNDEN, JENI
MUNGIOLI, SARAH
MUNOZ, MICHAEL
MUNOZ, JOSE
MUNOZ, TOMAS
MUNSON, ANNETTE
MURDOCK, KEVIN
MURPHREE, COURTNEY
MURPHY, CHERYL
MURRAY, FIONA
MURRAY, JOANNA
MURRELL, KATHERINE
MUSA, CHELSEA
MUSHAROF, FARZANA
MYERS, WILLA
MYERS, STACY
MYERS, LISA
NABORS, KATHARINE
NAGLE PERKINS, MARY
NASRALLAH, CARI
NATONICK, HOLLY
NEEDHAM, SUSAN
NEEDHAM, CATHERINE
NEGRON, JENNIFER
NEILL, DEBRA
NELSON, CAROL
NELSON, JACKIE
NELSON, RACHEL
NEVANT, THOMAS
NEWHOUSE, CICILY
NEWKIRK, JULIE
NEWSOM, CAROLINE
NGUYEN, PHUNG
NGUYEN, KHUONG

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NGUYEN, NHU	PACHECO SALAZAR, DANIELA	PAYTON, LOLA
NGUYEN, BETTY	PADILLA, KIRSTEN	PEARCE, JACQUELINE
NICHOLS, MARY	PAINE, HILARY	PEARCE, ANN
NICHOLS, LAUREN	PALACIOS, JANETTE	PEARSON, ELLEN
NICKERSON, LINDSEY	PALMER, KASSONDRA	PEINADO, LUCIA
NICKLEBERRY, TRACI	PALSER, KATHERINE	PELTO, KRISTEN
NICODEMUS, CYNTHIA	PALVADEAU, STUART	PENA, CLELIA
NICOLAY, JESSICA	PAMPLIN, ANITA	PENDERY, CHRISTINE
NICOLE JACKSON, GABRIELLE	PANTALION, JAMIE	PENNELL, ABIGAIL
NIKZAD, FARANAK	PAQUETTE, TODD	PENNINGTON, MARISA
NIXON, JENNIFER	PARADA, REBECCA	PENNY, SHARI
NOLEN, SUSAN	PARDO, MANUELA	PENNYWELL, LAUREN
NORCROSS, JILL	PARDO, RICARDO	PERDON, ARLYNN
NORCROSS, COPELAND	PAREDES, ROCIO	PEREIRA, EVELYN
NORRIS, KRISTA	PARK, YEE LIM	PEREZ, JESSICA
NOVICK, REBECCA	PARKER, PAXTON	PEREZ, STACY
NOVIT, NICOLE	PARKER, ERIKA	PEREZ, MAGGIE
NOWACKI, STEPHANIE	PARKER, IXCHEL	PEREZ, VANESSA
NULL, SHERRY	PARKER, CAMILE	PEREZ NEGRON, ERIKA
NUNCIO, MELISSA	PARKER, KERRI	PERKINS, MONIQUE
NUNEZ, MARIADELALUZ	PARKER, SUSAN	PERRY, MISHELE
NYAMU, GRACE	PARKER, CARRIE	PERRY, MARIA
OATES, KELLIE	PARKER, JEANNE	PERRY, JILL
ODOM, HEATHER	PARKER, KENDYLL	PERRY, ALEXIS
OFFORD, JAMES	PARKER, CARINA	PETERS, MELISSA
OGILVIE, LAYNE	PARNELL, INGRID	PETERS, RHONDA
OLIBRICE, SALVALITA	PARRISH, KAREN	PETERS, LEAH
OLIPHINT, ERIN	PARSONS, TERESA	PETERSON, ABIGAIL
OLIVER, SARAH	PATAK, KANDI	PETTY, LINDSEY
ONSTOTT, DOLORES	PATCHEN, MICHELLE	PETTY, JAY
ORD, KELSEY	PATE, ASHLEY	PFEIFFER, MILISSA
O'REILLY, LIZETTE	PATEL, RUPAL	PHAM, TRAM-ANH
ORJUELA, YOLANDA	PATEL, STEPHANIE	PHILLIPS, CONNOR
ORLOFF, CAROL	PATEL, NAUTAMI	PIERCE, TRACY
OROZCO, PRISCILLA	PATERNOSTRO, LISA	PILLERS, TRACYE
ORTH, ELIZABETH	PATINO, KARINA	PINEDA, CHRISTOPHER
ORTIZ, LILIALBA	PATT, SHANTEL	PINEDA, HEATHER
OSBORNE, MIRIAM	PATTERSON, BRENDA	PINEDO, SOFIA
OSBORNE, ASHLEIGH	PATTERSON, LAURA	PINGREE, PAMELA
OUALLINE, SARA	PATTON, JENNY	PIPPINS, ANGELA
OUBRE, JARED	PAYNE, RACHAEL	PITALA, ASHLEY
OUELLETTE, MICHAEL	PAYNE, LAURA	PLATT, ASHLEY

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PLEWA, AERICA
POLK, FARRAH
PONDROM, ASHLEY
POPKES, LARISSA
PORTER, ANGELA
POSTON, JOHN
POTTS, SYLVIA
POWELL, JORDAN
POWELL, AMY
POWELL, ROSE
POWERS, SARAH
PRATT, STEPHANIE
PRESS, ELIZABETH
PRICE, JOEL
PRICE, JENNIFER
PRICE, ERIN
PRICE, GENEVIEVE
PUCKETT, HILARY
PUENTE, DIANA
PULLEY-MCKINNEY, VICTORIA
PURIFOY, SUSAN
PURSER, JORDAN
PURVIS, RACHEL
QUICKSALL, JUDY
QUILLMAN, HEATHER
QUINTERO, GRACIELA
RADIGUET, EMMANUEL
RAIFORD, JENNIFER
RAINE, EMMA
RAMEY, MATTHEW
RAMIREZ, NINA
RAMIREZ, EMILY
RAMIREZ, MICHELLE
RAMIREZ, JOSE
RAMIREZ - RUIZ, ALEJANDRA
RAMOS, MORENA
RAMOS, ERICA
RAMSEY, LAURA
RANDELL, NICOLE
RANDLE, MATTHEW
RANEY, ELIZABETH
RANEY, BRANDIE

RANGE, AMY
RANGEL, ANA LISA
RANGEL, ANTONIA
RASMUSSEN, HADLEY
RAWLINGS, BRANDY
RAY, COURTNEY
RAYA, NICHOLAS
READMON, MAGALI
RED, OLIVIA
REESE, DEBORAH
REESE, JEANETTE
REINECK, JILL
REINHART, KELSEY
REITER, ANGELA
REMMENGA, MICHELLE
REMPHREY, KIMBERLY
RENZ, BRAD
REYNA, RYAN
RHEIN, GENEVRA
RICH, JAMES
RICHARDS, MARY
RICHARDSON, JOYCE
RICHARDSON, REBECCA
RICHARDSON, SARAH
RICHER, TAMERA
RICKER, PRISCILLA
RIDGWAY, JAMIE
RIEBE, ISABEL
RIFFE, JASON
RILEY, MARY
RILEY, RICHARD
RILLING, PAULA
RITTER, HEATHER
RITZER, CAROLINE
RIVAS RODRIGUEZ, SALVADOR
RIVERO, MARIANA
RIVES, OSNIEL
ROBARGE, CORI
ROBBINS, RACHEL
ROBBINS, CHRISTY
ROBERSON, TAYLOR
ROBERTS, MIKALEY

ROBERTS, BAYLEE
ROBERTS, HEATHER
ROBERTS, APRIL
ROBERTSON, COURTNEY
ROBINSON, KELDRICK
ROBINSON, JULIA
ROBY, LESLEY
ROCKWELL, PHELICIA
RODGERS, CAROLINE
RODRIGUEZ, EDNA
RODRIGUEZ, MELISSA
RODRIGUEZ, HEIDI
RODRIGUEZ, KARINA
RODRIGUEZ, AURA
RODRIGUEZ, GINA
RODRIGUEZ, MONICA
RODRIGUEZ, JAVIER
RODRIGUEZ ANAYA, FABIOLA
RODRIGUEZ EDWARDS, CRUZ
ROEFER, NATALIE
ROGERS, SHERRI
ROJO, ROSAMARIA
ROLLER, ORQUIDEA
ROMERO, GABRIELA
ROMES-WOOTEN, JENNIFER
ROOZEBOOM, JONATHAN
ROQUE, DAISY
ROSAS RICO, MARISOL
ROSE, KAREN
ROSEN, JONATHAN
ROSENBAUM, ABBEY
ROSOL, JENELL
ROSS, JENNIFER
ROSS, BEVERLY
ROTENBERRY, JODI
ROWLAND, JUDY
ROYER, DIANE
RUBERTE-CARTAGENA, FRANCES
RUBIN, PEYTON
RUDNIK, PATRICIA
RUEDA-VAZQUEZ, JANETTE
RUFFINO, MELISSA

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RUHL, STEFANY	SCHAEFER, OLIVIA	SHARPLESS, BRENDA
RUIZ DE SOMOCURCIO, DANIELA	SCHARFFENBERGER, AMIE	SHEIKH, MAIRA
RUSHING, MARY	SCHATTLE, JESSICA	SHELDON, ELIZABETH
RUSHING, BROOKE	SCHATZ, KATHLEEN	SHELTON, MADELIN
RUSS, CARLA	SCHAYOT, JASON	SHEPHERD, LACEY
RUSSELL, BARRY	SCHIRATO, STACY	SHERR, ANGELA
RUSSELL, MARTIN	SCHKADE, CHELSEA	SHIDLOFSKY, SAMANTHA
RUST, BARBARA	SCHMIDT, SARAH	SHIPLEY, RILEY
RUSTOM, MELAT	SCHMUCK, DAVID	SHOCKLEY, ASHLEY
RUTH, RAYNA	SCHOPPE, PIPER	SHOLLACK, MICHELLE
RUTTENBURG, BENEIA	SCHRAMM, DENISE	SHORT, DOOLEY
RUTTER, ELLEN	SCHRANK, ALLISON	SHOVLIN, ERIN
RYAN, ALISON	SCHRYVER, LAURA	SHOVLIN, NICHOLAS
RYAN, NATALIE	SCHULTZ, SHAUNA	SHOWALTER, KATIE
SABATINO, ASHTON	SCHUTZA, ERRIN	SHULL, MARGARET
SADOUN, MAFAZ	SCHWILLE, HEATHER	SHUMAN, ALYSSA
SALAS, ERICA	SCOGGINS, REBECCA	SIBLEY, JARED
SALAZAR, JESSICA	SCOTT, HEATHER	SIDES, GEORGIA
SALAZAR, ALICIA	SCOTT, KATHERINE	SIEGEL, CHELSEA
SALAZAR DAZA, ROSSANA	SCOTT, DEMETRIA	SIERRA, KIMBERLY
SALCEDO, AMELIA	SCOTT, KATLYN	SILLER, MARY ANN
SALEH, ANNA	SCOTT, CASSANDRA	SILVA, JENNY
SALMON, ANNE	SCOVILLE, JULIE	SILVANI, ARIANA
SALONY, JEAN	SCRANTON-CONNOR, SARAH	SILVERTHORN, LISA
SALVANS, ALISA	SEBASTIAN, AMY	SILVESTRI, CYNTHIA
SAMPERIO, MARCO	SECOR, CHRISTIE	SIMMONS, MICHELLE
SAN JUAN, KRISTEN	SEELIGER, VONDA	SIMMONS, EBONI
SANCHEZ, MARIA	SEETO, KIM	SIMMONS, SHELIA
SANCHEZ, FLORENCIO	SEFAH, EMMANUEL	SIMONDS, STEPHEN
SANDERS, KIMBERLY	SEGUIN, SAMANTHA	SIMS, DALAINA
SANDERS, KATHRYN	SEGURA, PAULA	SINGER, JONNA
SANDOVAL, NANCY	SEID, MARIA	SINGLETON, AARON
SANDOVAL, MARIA	SEIFERT, JULIE	SINNIE, DEMETRA
SANKEY, STEPHANIE	SELHEIM, ELAINA	SIRES, EMILY
SANSING, ANDRINA	SEMENUK, SHANNON	SISK, JOSHUA
SANTIAGO-RODRIGUEZ, LILLIAN	SERNA, MARCOS	SISK, DAYNA
SANTOS, CARISSA	SESSIONS, JENNIFER	SKIERSKI, KATHLEEN
SAUCEDO, JUBIEL	SHAMBURGER, CARIA	SKOBLIONOK, SABRINA
SAUCIER, SANDRA	SHANKS, AMANDA	SKUPIEN, CLAIRE
SAVAGE, CHRISTINA	SHARKEY, SARA	SLAIGHT, KRISTIN
SAVAGE, NANCY	SHARKEY, JAMES	SLEDGE, ANGELA
SCHAEFER, MICHAEL	SHARP, TIMOTHY	SMIDDY, CHERYL

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SMIT, ANDREW	STARKS-GRAVES, TERI	SURBER, THEODORA
SMITH, JILL	STARNES, CASSIE	SUTHERLAND, BRYNN
SMITH, AUDREY	STARNES, JOE	SWAIN, CLAIRE
SMITH, MARY	STARR, KRISTI	SWANNER, JULIA
SMITH, SAVANNA	STATON, MANDY	SWARD, RACHELLE
SMITH, SHELLY	STATON, TRAVIS	SWARTZ, NATALIE
SMITH, WENDY	STEGALL, CASSIE	SWEAT, BARBARA
SMITH, LINDA	STEINBERGER-LUSTFIELD,	SWEENEY, SUE
SMITH, BARBARA	ELIZABETH	SWICK, VANESSA
SMITH, KEVIN	STENBERG, DOUGLAS	SYLESTINE, REBECCA
SMITH, AMY	STEPHENS, SARA	SZAFRANSKI, KRISTINA
SMITH, JACLYN	STEPHENSON-TOVAR, KELLY	TACKETT, VERONICA
SMITH, JEFFERY	STEVENS, SYLVIA	TAEGER, KARA
SMITH, MATTHEW	STEVENS, LYDIA	TAFOYA, LISA
SMITH, JESSICA	STEVENS, VANESSA	TAFUR-EVERETT, MONICA
SMITH, ALEXANDRIA	STEVENS, BRITTANY	TALBERT, ANGELA
SMITH, TARYN	STEVENS, COURTNEY	TALIAFERRO, TARA
SMITH, JOAN	STEVENSON, JULIE	TALLENT, STEPHANIE
SMOLINSKI, GRZEGORZ	STEWART, LISA	TALMAGE, JENNIFER
SNEED, NAKENYA	STEWART, ALEXANDER	TAPP, KELLIE
SNODDY, KELLISON	STEWART, PATRICIA	TAVARES, TYLER
SODERBERG, AMY	STEWART, GRETCHEN	TAYLOR, GABRIELLE
SOPHER, MARIA	STINNETT, RICHELLE	TAYLOR, LEIGH-ANN
SORENSEN, ANITA	STOBEE, LACY	TAYLOR, ROBIN
SOTO, SARA	STOKX, JEANNIE	TAYLOR, MARGARET
SOTO, MARIA	STONE, LEEANN	TAYLOR, BRYN
SOUTHWARD, SHANNON	STONE, RACHEL	TAYLOR, CASSANDRA
SOWELL-HOWE, MATRIKA	STOOKSBERRY, ELIZABETH	TAYLOR, SHELBY
SPARKS, CATHLEEN	STOVALL HUDSON, MIKEELA	TAYLOR, MADISON
SPENCER, TIMOTHY	STRAHAN, CHRISTINA	TAYLOR, AMY
SPOON, STEFANI	STREDER, LAURIE	TAYLOR, ANNA
SPRICK, ALYSSA	STREET, KIMBERLY	TAYLOR, SHEMYIA
SPROTT, KELSEY	STRICKLAND, SHARA	TAYLOR, TAMARA
SPRUNCK, JACQUELINE	STRIEBER, ANN	TEAGUE, JULIE
SPURRIER, LINDA	STROHMEYER, ANTHONY	TEFFERA, JULIE
STAFFORD, CAMILLE	SUCHER, BARBARA	TEFFERA, ALEXANDER
STALEY, EMILY	SUGGITT, ALEXIS	TEMPLE, KIM
STAMPE, KENNETH	SUISSI, YASMIN	TEMPLE, ANNA
STANALAND, MEAGAN	SUITS, BRITTANY	TEMPLIN, MEGAN
STANLEY, SARAH	SULLIVAN, JENNIFER	TERRELL, BREA
STANSFIELD, EDILMA	SUMRALL, HOLLY	TERRY, KIMBERLY
STARK, HOLLY	SUPAN, ANNETTE	TERRY, MARY
	SUPAN, REBECCA	

Teacher/Support Term – 1st Year of Two Year Contract – 2022-2023

THAO, DIA	TROSTEL, TAMI	VIERA-WILLIAMS, MARIA
THAYER, ELIZABETH	TROYER, EMILY	VILIG, SVETLANA
THEODOROPOULOS, TRACY	TRULL, SARAH	VILLAFANE, SARAH
THIBODEAUX, AMY	TRUSCOTT, PAMELA	VILLALOBOS, MARGARITA
THOMAS, TAMARA	TUCKER, CLAYTON	VILLARREAL, ALYSON
THOMAS, VERONICA	TUCKER, AMANDA	VILLARREAL, LYDIA
THOMAS, KRISTEN	TYLER, CHERYL	VIRDEN, CAITLIN
THOMAS, PAMELA	UDDIN, WANIA	VLACH, ANGELA
THOMAS, MICHELLE	UDENZE, EBONI	VO, HENRY
THOMAS-WRIGHT, KRISTINE	UGALDE, CAROLINA	VOGELPOHL, CYNTHIA
THOMPSON, NANCY	UHRIK, KRISTINA	VOLBERDING, JON
THOMPSON, MEGAN	UMSTEAD, REBECCA	VOSKOBOYNIK, IRINA
THOMPSON, KAITLIN	UPCHURCH, NICOLE	WADE, JARED
THORNTON, MARTESE	URBANUS, ANNIE	WAINSCOTT, AMY
THORNTON, PASCHA	URRIOLA ALBERTSON, CATHERINE	WAINSCOTT, COURTNEY
THRAILKILL, COLETTE	URRUTIA, MILAGROS	WAINWRIGHT, KIMBERLY
THREADGILL, SANDI	URTEAGA, CYNTHIA	WALDEN, ERICA
THURMAN, MELISSA	URTON, AUTUMN	WALDER, NITASHA
TILLMAN, SUZANNE	UTZ, HALEY	WALDRUM, TINA
TIPPITT, BRITTNIE	VALACH, PAIGE	WALKER, TINA
TISHLIAS, NICOLE	VALCOURT, DONNA	WALKER, THEODORE
TITSWORTH, CRAIG	VALDEZ, LAUREN	WALKER, PHYLLIS
TO, KELLY	VALDEZ, REGINA	WALKER, WYNONA
TOLLESON, ALYX	VALERIO, MAYRA	WALKER, JACK
TOMPKINS, PHILIS	VALLE, VICTORIA	WALKER, LINDA
TOMPKINS, KEITH	VALLEJO, ANDREA	WALKER, CARA
TOMSU, LEAH	VALLEY, GLORIA	WALLACE, LINDSAY
TOPPETT, CLAIRE	VAN HAMERSVELD, CHRISTINA	WALLS, JENNIFER
TORRES, MARIA	VAN LOH, TAYLOR	WALSTON, PAOLA
TORREVILLAS, KATIE	VANDENBERGE, KATIE	WALTER, JENNIFER
TOVAR, YENELY	VANDEVOORT, JEAN	WALTERS, JADE
TOWNER, LANCE	VANHORN, VICTORIA	WAMBSGANSS, HELEN
TOWNER, AMY	VARDELL, LAURA	WARE, PATRECE
TOWNSEND, JANIS	VARELA, SAMANTHA	WARREN, ADDIE
TOWNSEND, DAVID	VARGHESE, JOCELYN	WASHINGTON, AMY
TRAMMELL, KATHERINE	VASQUEZ, ROSA	WASHMON, AIMEY
TRAUB, HEATHER	VAZQUEZ, JENNIFER	WATERS, MARY
TREADWELL, LACEY	VAZQUEZ, HEIDI	WATKINS, TESA
TRENT, BRADLEY	VELASCO, MARIA	WATKINS, BRITTANY
TRENT, TURKESSA	VELEZ, CARISA	WATKINS, ERIK
TRITT, WILLIAM	VICKSELL, RYAN	WATSON, SEAN
TROCHE, VALERIA	VIDAL, GUSTAVO	WATSON, DIANE

Teacher/Support Term – 1st Year of Two Year Contract – 2022-2023

WATSON, ANDRE
WATSON, KIRA
WATSON, CAROLINE
WATTS, JACQUELINE
WEAK, ANDREW
WEATHERFORD, KATHLEEN
WEBB, KOREE
WEBB, BLANCA
WEBB, SHANNON
WEIDNER, DEBORAH
WEIHRICH, STACY
WEINMAN, MICHAEL SCOTT
WEIR, BOBBIE
WEISE, ESTELLE
WEISE, HANNAH
WELCH, ISALENE
WELCH, JESSICA
WELCOME BUNCH, TIFFANY
WELLS, LACEY
WENDLER, MEGHAN
WERNIMONT, MINDY
WESTFALL, SONYA
WESTGARD, CHERYL
WETHERINGTON, RUTH
WHEELER, WENDY
WHITAKER, ANNE
WHITE, MEGAN
WHITE, CAROLYN
WHITHAM, CECILIA
WHITHAM, NICHOLAS
WHITING, LEAH
WHITSITT, ALLYSON
WIANT, WILLIAM
WICKENS, PAIGE
WIKLE, CHELSEA
WILD, MARY

WILDEN, ANGELA
WILDES, MARION
WILEY, MARCALA
WILKERSON, SARA
WILKS, ALEX
WILLETT, AMANDA
WILLIAMS, MEREDITH
WILLIAMS, AMANDA
WILLIAMS, ANTONIA
WILLIAMS, ERICA
WILLIAMS, ELSA
WILLIAMS, TREVOR
WILLIAMS, CULUS
WILLIAMS, DONNA
WILLIAMS, ELIZABETH
WILLIAMS, ANDRIA
WILLIS, ADRIANA
WILLIS-MORALES, CYNTHIA
WILLOUGHBY, DAVID
WILSON, AMANDA
WILSON, ALICIA
WILSON, JONQUIL
WIMBERLY, JONATHAN
WIMBERLY, LAURA
WINE, ANNABELLE
WINFIELD, CAROLINE
WINN, JENNIFER
WISENOR, MIRANDA
WITTER, JOHN
WOLFE, RACHEL
WOLFF, MELISSA
WOMBLE, TOBIN
WONG, AMY
WOOD, COURTNEY
WOOD, HEATHER
WOODIE, LISA

WOODRUFF, NIKOLE
WOODRUFF, TAMARA
WOODS, FLORENCE
WOODS, APRIL
WORD, JAMIE
WORSHAM, CARLY
WORTHINGTON, LEAH
WOYEWODZIC, GAVRA
WRIGHT, LESLIE
WRIGHT, COURTNEY
WRIGHT, CARRIE
WRIGHT, KIMBERLY
WRIGHT, ARNESHA
WRIGHT, MELISSA
WRITTENBERRY, JORDAN
WUENSCH, PATRICIA
WYATT, LISSET
YAMAMURA, MIHOKO
YEAGER, STEPHANIE
YI, EUN
YIMER, AMIR
YOUNG, NOVA
YOUNG, JASON
YOUNG, EMILY
YOUNG-WATKINS, REGINA
ZACK-DICKERSON, STEPHANIE
ZANCANA, JOHN
ZANCANA, CAITLIN
ZAPATA, AMANDA
ZAYCO, ELAINE
ZEHNER, KELSEY
ZEITO, KRISTIN
ZERINGUE, ELIZABETH
ZO, CINDY
ZORKA, AMY
ZUTAVERN, LAUREN

Teacher/Support Probationary - Part Time Contract – 2022-2023

ACUY, ALISON

ALEXANDER, KATIE

ARMSTRONG, NEELEY

BAUMGARTNER, SHIRLEY

CAPPETTA, JORDAN

CRAIN, KRISTINA

CROSS, CLAIRE

DONNELL, DENA

ELLIOTT, JENNIFER

ERWIN, STEPHEN

FARRINGTON, MARY

FOUAD, SUZANNE

HEMPHILL, SARA ANNE

HOVEY, JULIE

IMPASTATO, LORI

LAWRENCE, ALEXANDRA

MUSGRAVE, KELLY

NEZIANYA, ALESHA

PIERCE, AMBER

RINGELHEIM, SHOSHANA

RINGELHEIM, LEORA

SANDLER, AMY

SANTOYO, JENNIFER

SHORT, LYNDA

SMITH, WILLIE

SPRADLEY, LAURA

STONE, JAMIE

TROPPER, RIVKA

WRIGHT, CHRISTINA

**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: May 9, 2022

Division: Human Resources

Submitted by: Dr. Christopher B. Goodson, Assistant Superintendent

ACTION ITEM

TOPIC: Recommendation to terminate term contract of employment.

BACKGROUND INFORMATION:

Section 21.211(a) of the Texas Education Code authorizes a Board of Trustees to terminate an employee's term contract of employment at any time for good cause as determined by the Board.

Staff has provided specific information to the Board about this recommendation.

INTERIM SUPERINTENDENT'S RECOMMENDATION:

The Interim Superintendent recommends that the Board of Trustees accept the recommendation to terminate the term contract of employment of the employee identified on Exhibit A attached hereto for good cause.

PROPOSED RESOLUTION

WHEREAS, section 21.211(a) of the Texas Education Code authorizes a Board of Trustees to terminate an employee's term contract of employment when the Board finds good cause for such action as determined by the Board; and

WHEREAS, the Superintendent has recommended that the Board terminate the term contract of employment of the employee identified in Exhibit A hereto, at the expiration of the contract term (June 4, 2022); and

WHEREAS, the Board has considered information related to the Superintendent's recommendation and finds good cause to terminate the referenced employment contract; and

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Richardson Independent School District (i) accepts the Superintendent's recommendation to terminate the term contract of employment of the employee identified in Exhibit A hereto; (ii) finds good cause to terminate such contract; and (iii) authorizes the Board President and the Superintendent to give notice to the affected employee of the Board's action in accordance with the requirements of the Texas Education Code and to take such other actions as necessary to effectuate the Board's action.

Exhibit A

Employee Name	School
Talyna Neff	Berkner High School

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Submitted by: David Pate, CFO, Finance & Support Services

ACTION ITEM

TOPIC: Gifts

BACKGROUND INFORMATION:

The following gifts to the Richardson Independent School District were received as of April 2022. The Board of Trustees formally accepts gifts to the District of \$5,000 or more as described on the following pages. Gifts or donations of less than \$5,000 and a cumulative year-to-date total are also included for your information.

The Board's acceptance of gifts shall not be construed as a testimonial or endorsement by the Board or the District of a product or business enterprise.

By acknowledging these gifts and formally accepting those of \$5,000 or more, the Board also ratifies corresponding adjustments to the applicable organizations' budgets. Gifts of equipment or supplies do not require an adjustment in an organization's budget. The Superintendent's Advisory Council has approved this adjustment. Staff will provide the Board with the necessary information to formally amend the District's overall budget at the appropriate time.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board accept the gifts of \$5,000 or more as listed on the following pages.

RESOLUTION

WHEREAS, the Board of Trustees has considered the gifts of \$5,000 or more as listed on the following pages; and

WHEREAS, the Board recognizes that monetary gifts to the District will require an adjustment to the overall adopted budget; and

WHEREAS, ensuring timely and accurate financial record keeping supports the Board's Strategic Objectives and Strategies;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District accepts the gifts of \$5,000 or more as listed on the following pages and approves amending the District's overall budget to reflect receipt of the monetary gifts.

\$5,000 or More				
To	From	Purpose	Cash Received	Estimated Supply/Equip Value
White Rock Elementary	WRE PTA	Scholastic magazines for kinder, student field trip transportation, and instructional supplies	\$4,599.00	\$4,165.07
			\$4,599.00	\$4,165.07
Total Cash & Supply/Equipment Value - Gifts Over \$5,000 May 2022			\$8,764.07	

Less Than \$5,000				
To	From	Purpose	Cash Received	Estimated Supply/Equip Value
Canyon Creek Elementary	American Heart Association	Supplemental Health & PE supplies		\$160.00
Forest Meadow Junior High	FMJH PTA	Supplemental instructional supplies	\$1,700.11	\$160.95
Forestridge Elementary	Rafi Nova	Earth Day kits		\$510.00
Merriman Park Elementary	Blackbaud Giving Fund	Supplemental instructional supplies	\$375.00	
Merriman Park Elementary	Brian Moos	Hand wipes		\$70.00
Moss Haven Elementary	American Heart Association	Supplemental Health & PE supplies	\$1,000.00	\$2,400.00
Prairie Creek Elementary	Nicole Gallagher	Supplemental instructional supplies	\$100.00	
Richardson ISD	KPMG Gives c/o Bergen County's United Way	Supplemental instructional supplies	\$150.00	
			\$3,325.11	\$3,300.95
Total Cash & Supply/Equipment Value - Gifts Under \$5,000			\$6,626.06	
Grand Total of All Gifts Over & Under \$5,000 May 2022			\$15,390.13	

Prior Year Comparison				
Fiscal YTD Cash & Supply/Equipment Value - Gifts Over \$5,000			\$186,075.22	
Fiscal YTD Cash & Supply/Equipment Value - Gifts Under \$5,000			\$110,912.66	
Fiscal YTD Total of All Gifts Over & Under \$5,000 May 2022			\$296,987.88	
Fiscal YTD Total of All Gifts Over & Under \$5,000 May 2021			\$679,392.07	
Increase / (decrease) compared to prior year			(\$382,404.19)	

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Division: Teaching and Learning

Submitted by: Kellie Sellers, Director of Health, PE, and JROTC;
Kristin Byno, Assistant Superintendent of Teaching and Learning

INFORMATION ITEM

TOPIC: RISD School Health and Advisory Committee Update (SHAC)

Background: Chapter 28.004 of the Texas Education Code requires every independent school district to have a School Health Advisory Council (SHAC). The SHAC is a group of representatives from the community within the school district. More than half of the SHAC members must be parents of students enrolled in the district and who are not employed by the district. Additionally, SHACs must meet at least four times per year, contain a minimum of five members, report directly to the school board at least once annually, and appoint a parent as a chair or co-chair.

Tonight, an update will be provided to the Board of Trustees related to the goals and objectives of the SHAC committee as well as a report of the outcomes realized by the SHAC team.

[Link to SHAC Presentation](#)

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022
Department: Operations
Submitted by: Sandra Hayes, Assistant Superintendent, Operations

ACTION ITEM

TOPIC: Forest Meadow Junior High Additions and Renovations Project – Guaranteed Maximum Price (GMP) Amendment No. 2

BACKGROUND INFORMATION:

Following our Program Planning Committee process, the programming identified by this committee has been designed by Perkins + Will, Inc. and is ready to be bid in this final phase, Phase 2. The total project (“all-in”) budget is \$60,000,000, an increase of \$17,554,960 from the projected total project (“all-in”) budget presented in March 2022. The first phase consisting primarily of site work including site grading, paving and site utilities was approved by the Board of Trustees on March 7, 2022 in the amount of \$18,233,836. Phase Two was competitively bid through the Construction Manager-at-Risk, CORE Construction. Proposals were received on March 29, 2022 and reviewed by District administrative staff, Perkins + Will, Inc. and CORE Construction. Phase Two will consist of all remaining subcontractor bids incorporating the full addition and renovation scope of work necessary for this middle school transformation project. Due to the complexity of the design, construction phases are needed to ensure all aspects of the campus will operate most efficiently through the construction period.

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends that the Board of Trustees of Richardson Independent School District approve the Guaranteed Maximum Price in the amount of \$31,744,821 for Phase Two to include all remaining subcontractor bids incorporating the full addition and renovation scope of work necessary for this middle school transformation project at Forest Meadow Junior High School.

PROPOSED RESOLUTION

WHEREAS, RISD desires to procure all remaining subcontractor bids incorporating the full addition and renovation scope of work necessary for this middle school transformation project with an estimated budget of \$31,744,821 for this phase of the project; and

WHEREAS, the Board approved the construction manager-at-risk construction delivery method for the construction of this project; and

WHEREAS, RISD followed board direction to create a committee for the purpose of identifying program needs at Forest Meadow Junior High School; and

WHEREAS, this is phase two of a two-phase project to address the needs identified by the Program Planning Committee at Forest Meadow Junior High School; and

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District hereby approves the Guaranteed Maximum Price in the amount of \$31,744,821 for Phase Two of a construction project at Forest Meadow Junior High School to include all remaining subcontractor bids incorporating the full addition and renovation scope of work necessary for this middle school transformation project.

Forest Meadow Middle School

Board Presentation



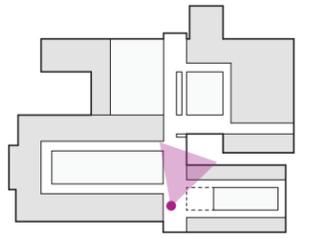
Exterior - Whitehurst and Abrams



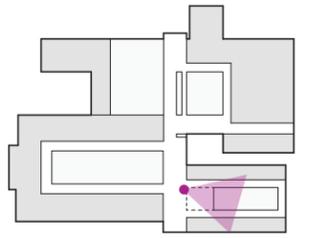
Fine Arts / Athletics Entry



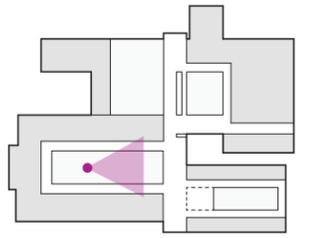
Main Entry Corridor - Market Way



Learning Stair



Library



Major Milestones

MAY 9, 2022

GMP Recommendation to Board

JUNE 1, 2022 - AUGUST 1, 2022

Site Mobilization, Underground Utilities, East Parking and Paving Complete, Tennis Courts, Landscaping begins, Abatement begins, Portable Classrooms placed, Minor Interior Renovation

SEPTEMBER 1, 2022 - DECEMBER 1, 2023

New Addition Construction and Major Interior Renovation

SUMMER 2023

Site and Landscaping

JANUARY 1, 2024 - MAY 1, 2024

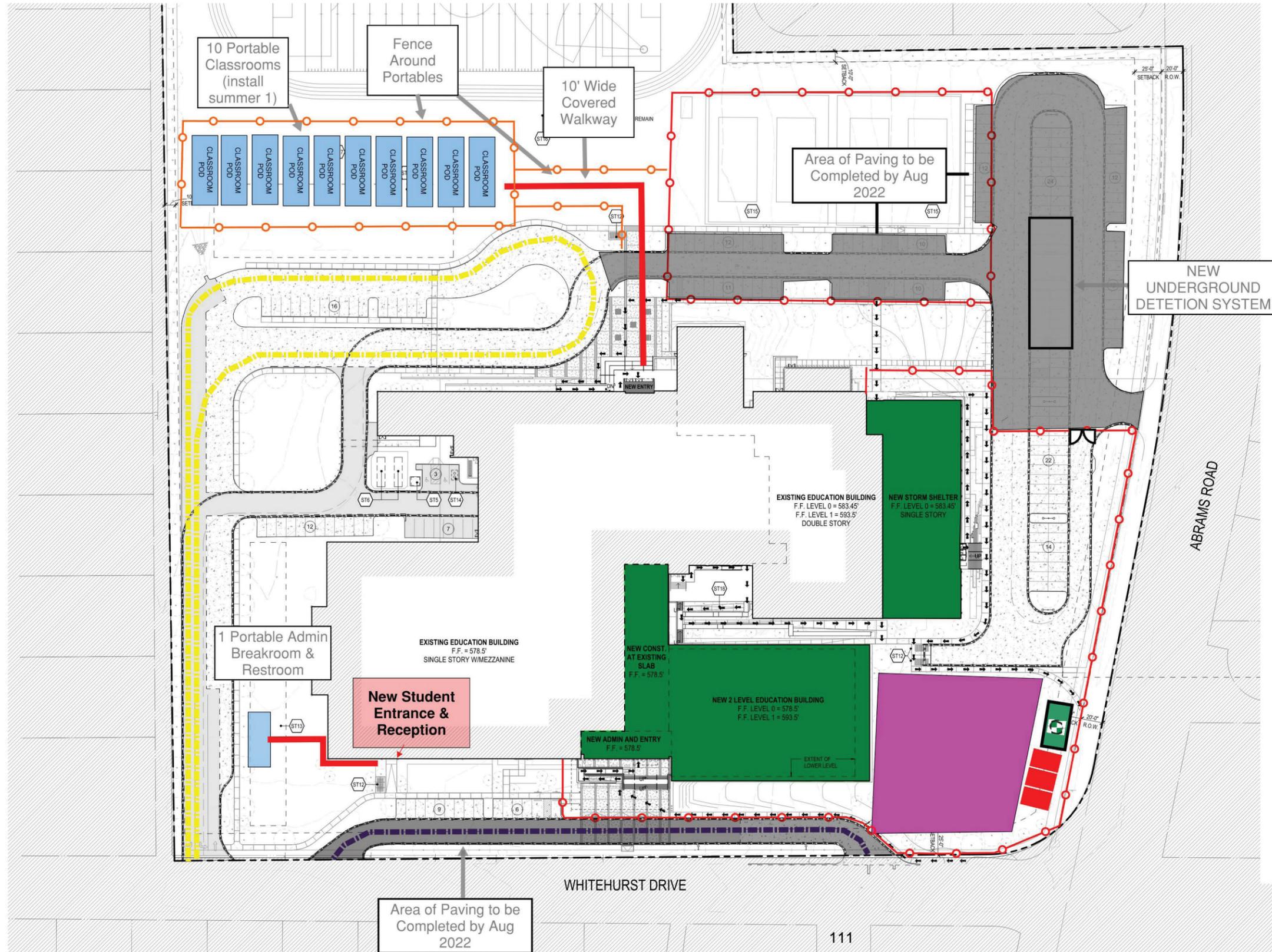
Major Interior Renovation Complete

SUMMER 2024

Furniture Install / Final Completion

Phasing Plan

ADDITIONS / INTERIOR / SITE



LEGEND

-  CORE Trailer
-  Material Laydown & Subcontractor Parking
-  Connex Boxes
-  Construction Entrance/Exit
-  Bus Drop Off
-  Parent Drop Off
-  Site Fence

Thank you!

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022
Department: Operations
Submitted by: Sandra Hayes, Assistant Superintendent, Operations

ACTION ITEM

TOPIC: JJ Pearce High School Construction Project – Guaranteed Maximum Price (GMP) Amendment No. 3

BACKGROUND INFORMATION:

Following our Program Planning Committee process, the programming identified by this committee has been designed by Glenn Partners, PLLC and is ready to be bid in this final phase, Phase 3. The total project (“all-in”) budget is \$140,000,000, an increase of \$36,232,845 from the projected total (“all-in”) budget presented in August 2021. The first phase consisting of the construction of a new turf softball field, the installation of new turf on the existing baseball field, and the construction of additional campus parking spaces was approved by the Board on June 7, 2021 in the amount of \$6,038,686. The second phase consisting of upgrades to existing systems/infrastructure and constructing new building addition(s) to increase campus capacity was approved by the Board on August 9, 2021 in the amount of \$17,187,195. Phase Three was competitively bid through the Construction Manager-at-Risk, Hill & Wilkinson General Contractors. Proposals were received on April 13, 2022 and reviewed by District administrative staff, Glenn Partners and Hill & Wilkinson. Phase Three will consist of renovating existing classroom spaces, reconfiguring existing spaces, and continuing with upgrades to existing systems/infrastructure. Due to the complexity of the design, construction phases are needed to ensure all aspects of the campus will operate most efficiently through the construction period.

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends that the Board of Trustees of the Richardson Independent School District approve the Guaranteed Maximum Price in the amount of \$99,100,746 for Phase

Three to renovate existing classroom spaces, reconfigure existing spaces, and continue with upgrades to existing systems/infrastructure at J.J. Pearce High School.

PROPOSED RESOLUTION

WHEREAS, RISD desires to renovate existing classroom spaces, reconfigure existing spaces, and continue with upgrades to existing systems/infrastructure with an estimated budget of \$99,100,746 for this phase of the project; and

WHEREAS, the Board approved the construction manager-at-risk construction delivery method for the construction of this project; and

WHEREAS, RISD followed board direction to create a committee for the purpose of identifying program needs at J.J. Pearce High School; and

WHEREAS, this is phase three of a three-phase project to address the needs identified by the Program Planning Committee at J.J. Pearce High School; and

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District hereby approves the Guaranteed Maximum Price in the amount of \$99,100,746 for Phase Three of a construction project at J.J. Pearce High School to renovate existing classroom spaces, reconfigure existing spaces, and continue with upgrades to existing systems/infrastructure.



BOND 2021: JJ PEARCE HIGH SCHOOL

SANDRA HAYES
JAMES WATSON

May 09, 2022

115



JJPHS – South Elevation (Phase 3A+3B)





JJPHS – Main Entry (Phase 3A)





JJPHS – Theater Lobby (Phase 3A)





JJPHS – Theater (Phase 3A)





JJPHS – Coit Road View (Phase 2+3B)





JJPHS – Student Commons (Phase 3A)





JJPHS – Student Commons (Phase 3B)





JJPHS – Site Plan





JJPHS – Baseball + Softball (Phase 1)





JJPHS – Coit Road View (Phase 2)





JJPHS – Major Milestones

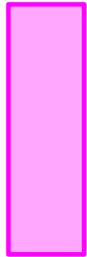


MILESTONES	ANTICIPATED DATES
Phase 1 Construction (Site Make Ready, Baseball, Softball Fields)	Complete
Phase 2 Construction (Northwest Classroom and Southeast Fine Arts Addition)	08.01.2021 - 08.01.2022
Phase 2 Owner Occupancy	Summer of 2022
Phase 3 GMP Recommendation to Board	05.09.2022
Phase 3A Construction (Southern Additions and Renovations)	06.01.2022 – 08.01.2023
Phase 3A Owner Occupancy	Summer of 2023
Phase 3B Construction (Northern Additions and Renovations)	06.01.2023 – 08.01.2024
Phase 3B Owner Occupancy	Summer of 2024
Final Completion	09.01.2024

Milestone Dates above are contingent upon release of permit by the City of Richardson. Antipated Phase 3A and 3B permits are 06.01.2022.



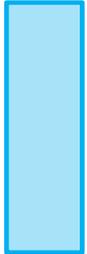
JJPHS – Level 01 Phasing Plan



PHASE 02

AUGUST 01, 2021 – AUGUST 01, 2022
12 MONTHS

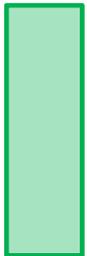
ADDITIONAL AREAS OF FOCUS
REGARDING LIGHT FINISH UPGRADES
TO HAPPEN DURING SUMMER 2022.



PHASE 03A

JUNE 01, 2022 – AUGUST 01, 2023
14 MONTHS

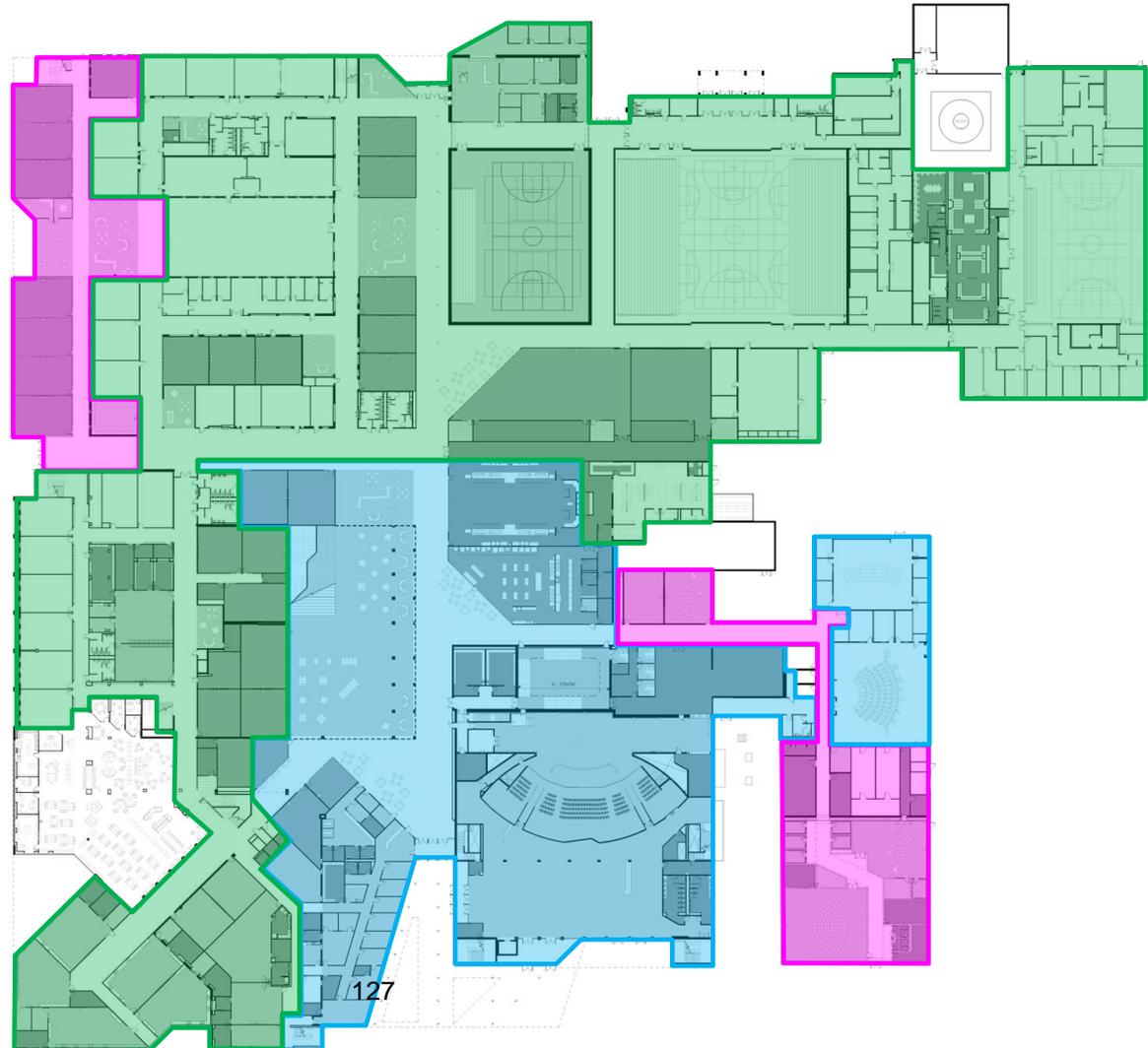
ADDITIONAL AREAS OF FOCUS
REGARDING LIGHT FINISH UPGRADES
TO HAPPEN DURING SUMMER 2023.



PHASE 03B

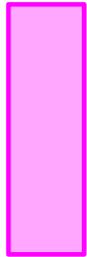
JUNE 01, 2023 – AUGUST 01, 2024
14 MONTHS

ADDITIONAL AREAS OF FOCUS
REGARDING LIGHT FINISH UPGRADES
TO HAPPEN DURING SUMMER 2024.





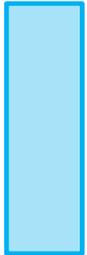
JJPHS – Level 02 Phasing Plan



PHASE 02

AUGUST 01, 2021 – AUGUST 01, 2022
12 MONTHS

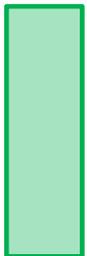
ADDITIONAL AREAS OF FOCUS
REGARDING LIGHT FINISH UPGRADES
TO HAPPEN DURING SUMMER 2022.



PHASE 03A

JUNE 01, 2022 – AUGUST 01, 2023
14 MONTHS

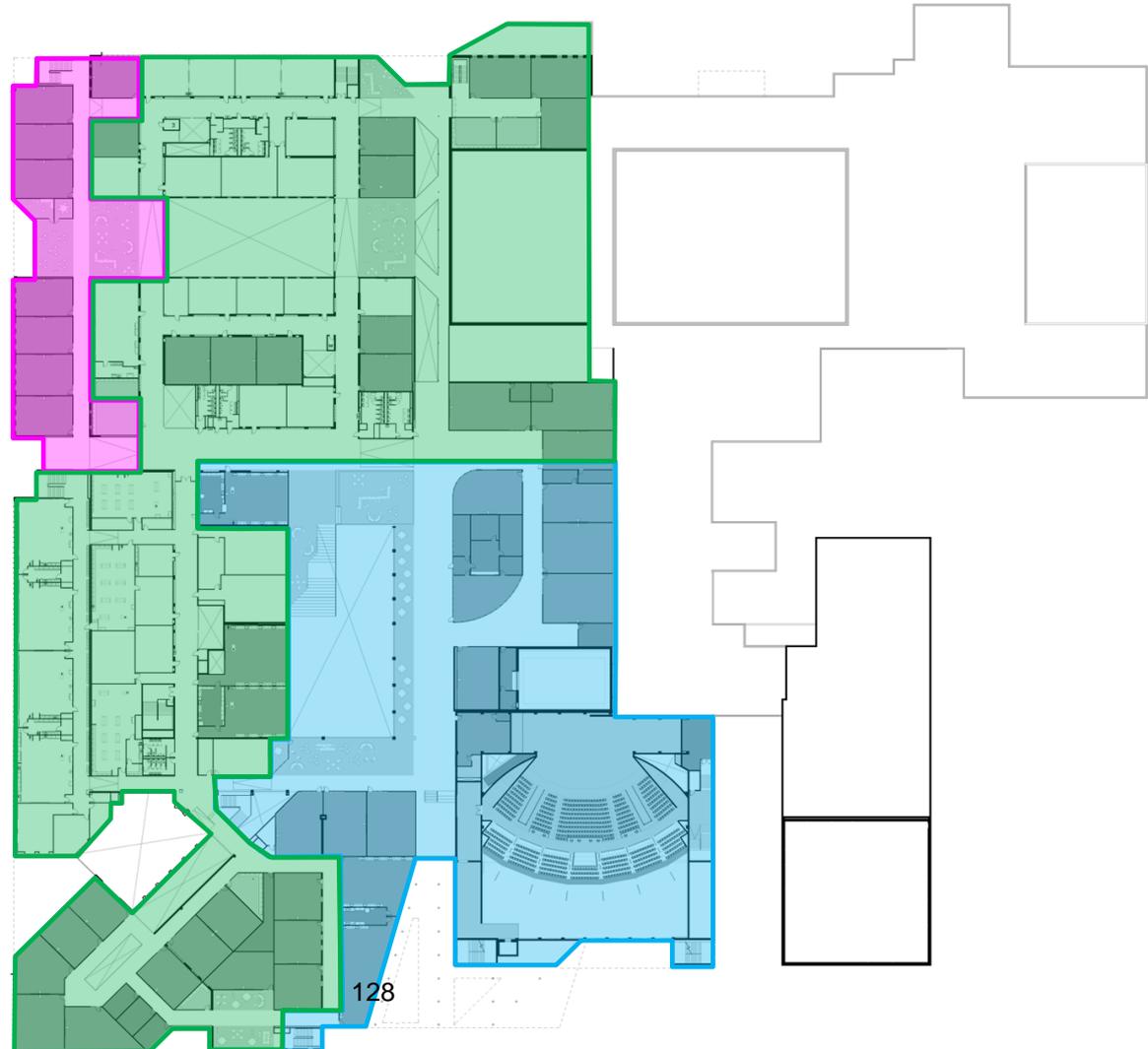
ADDITIONAL AREAS OF FOCUS
REGARDING LIGHT FINISH UPGRADES
TO HAPPEN DURING SUMMER 2023.



PHASE 03B

JUNE 01, 2023 – AUGUST 01, 2024
14 MONTHS

ADDITIONAL AREAS OF FOCUS
REGARDING LIGHT FINISH UPGRADES
TO HAPPEN DURING SUMMER 2024.



THANK YOU!



QUESTIONS?

THANK YOU!

THANK YOU!

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Submitted by: David Pate, CFO, Finance and Support Services

ACTION ITEM

TOPIC: Fixed Rate New Money and Refunding Parameter Order

AN ORDER AUTHORIZING THE ISSUANCE OF RICHARDSON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES IN THE NOT TO EXCEED AN AGGREGATE PRINCIPAL AMOUNT OF \$824,785,000 PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW OR DEPOSIT AGREEMENT; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATED THERETO

BACKGROUND INFORMATION

On May 1, 2021, RISD voters approved bond Proposition A in the amount of \$694,000,000 and Proposition B in the amount of \$56,000,000. Previously the District issued bonds in the amount of \$179,000,000 from Proposition A and \$21,000,000 from Proposition B. The District has \$515,000,000 of authorized but unissued bonds from Proposition A and \$35,000,000 of authorized but unissued bonds from Proposition B. Additionally, the Administration and the District's financial advisor, HilltopSecurities, continually monitor all of the District's outstanding bond issues to identify opportunities to refund/refinance to achieve savings for the District and its taxpayers. HilltopSecurities analyzes and calculates the financial impact of potential refunding opportunities and makes recommendations to the District. The service HilltopSecurities provides to RISD is integral to our ability to identify opportunities and take timely action to lower the District's interest expenses.

The attached Parameter Order allows the Administration to take timely action on the issuance of up to \$200,000,000 of Richardson Independent School District Unlimited Tax School Building Bonds and up to \$624,785,000 of Richardson Independent School District Unlimited Tax Refunding Bonds if certain thresholds/parameters, as outlined in the Order, are met. The Order designates the Superintendent and/or the Chief Financial Officer as the District's authorized representatives to approve the final pricing terms. The order expires in one year.

This process is the similar to the one the District has used to price all of its bond financings over the last 10+ years. In May 2021 the term of the order was extended to one year. Our Financial Advisor, Jeff Robert, of HilltopSecurities, and Bond Counsel, Ben Brooks and/or Julie Partain, of Bracewell, LLP, will attend the Board meeting to answer any questions regarding the refunding issuance.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent recommends that the Board approve the attached Order Authorizing the Issuance of fixed rate RISD Unlimited Tax School Building and Refunding Bonds.

PROPOSED RESOLUTION

WHEREAS, on May 1, 2021, RISD voters approved bond proposition A in the amount of \$694,000,000 and bond proposition B in the amount of \$56,000,000; and

WHEREAS, the; and District has \$515,000,000 of authorized but unissued bonds from Proposition A and \$35,000,000 of authorized but unissued bonds from Proposition B; and

WHEREAS, the Administration seeks approval to issue Richardson Independent School District Unlimited Tax School Building Bonds in an amount not to exceed \$200,000,000; and

WHEREAS, the Administration seeks approval to issue Richardson Independent School District Unlimited Tax School Refunding Bonds in an amount not to exceed \$624,785,000; and

WHEREAS, the proposed action supports the Board's strategy to actively pursue creative funding sources and responsibly manage current resources to support the district's mission;

BE IT THEREFORE RESOLVED, that the Board of Trustees of the Richardson Independent School District hereby approves the attached Order Authorizing the Issuance of RISD Unlimited Tax School Building and Refunding Bonds.

ORDER AUTHORIZING THE ISSUANCE OF RICHARDSON
INDEPENDENT SCHOOL DISTRICT UNLIMITED
TAX SCHOOL BUILDING AND REFUNDING BONDS,
WHICH MAY BE ISSUED IN ONE OR MORE SERIES

Adopted: May 9, 2021

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Schedule I – Schedule of Refunded Bond Candidates

AN ORDER AUTHORIZING THE ISSUANCE OF RICHARDSON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES IN THE NOT TO EXCEED AN AGGREGATE PRINCIPAL AMOUNT OF \$824,785,000 PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW OR DEPOSIT AGREEMENT; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATED THERETO

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

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

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

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

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

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

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

WHEREAS, the voters of the District have also approved school building bonds voted pursuant to the Constitution and the laws of the state of Texas, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”), and at an election held within the District on May 1, 2021 (the “Election”); and

WHEREAS, at said Election, the voters authorized the amount of school building bonds set forth below in the following schedule; and

<u>Election</u>	<u>Purpose</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Amount Being Issued</u>	<u>Authorized but Unissued Balance</u>
May 1, 2021	Construction and equipping of school building and acquisition of buses	\$694,000,000	179,000,000	\$179,000,000 ¹	\$336,000,000 ²
May 1, 2021	Acquisition and installation of technology infrastructure and devices	\$56,000,000	21,000,000	\$21,000,000 ³	\$14,000,000 ⁴

WHEREAS, the actual amount issued therefrom pursuant to this Order from time to time and the balance that remains after the issuance of the school building bonds authorized in this Order shall be indicated in the Pricing Certificate for each series or subseries of Bonds; and

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

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered

¹ Amount issued to be as set forth in a Pricing Certificate.

² Amount issued to be as set forth in a Pricing Certificate.

³ Amount issued to be as set forth in a Pricing Certificate.

⁴ Amount issued to be as set forth in a Pricing Certificate.

into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapters 1207 and 1371, the District desires to delegate the authority to effect the sale of the Bonds from time to time to the Authorized Officer; and

WHEREAS, pursuant to Chapters 1207 and 1371, the District has found and determined that the Bonds herein authorized shall mature on the dates, bear interest at the rates and have such other terms and provisions specified in the Pricing Certificate within the parameters set forth in this Order; and

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

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

“Accreted Value” means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefore, with interest thereon compounded semiannually, as set forth in the Pricing Certificate.

“Authorized Officer” means the Chief Financial Officer or the Superintendent of the District each acting singly.

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

“Bond” means any of the Bonds.

“Bond Counsel” means Bracewell LLP.

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

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

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

“Chapter 1207” means Chapter 1207, Texas Government Code, as amended.

“Chapter 1371” means Chapter 1371, Texas Government Code, as amended.

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

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

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

“Dated Date” means the date designated as the date of the Bonds in the Pricing Certificate.

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

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

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

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

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

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

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

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable

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

“Fiscal Year” means such fiscal year of the District as shall be set from time to time by the Board.

“Initial Bonds” means the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

“Initial Capital Appreciation Bond” means the Initial Capital Appreciation Bond authorized by Section 3.02.

“Initial Current Interest Bond” means the Initial Current Interest Bond authorized by Section 3.02.

“Interest Payment Date” means, with respect to the Current Interest Bonds, the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

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

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

“Order” means this Order.

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

“Paying Agent/Registrar” means the Paying Agent/Registrar designated in the Pricing Certificate, or any successor thereto.

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

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

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

“Purchaser” means the initial purchasers of the Bonds in a competitive sale as set forth in the Pricing Certificate

“Record Date” means, with respect to the Current Interest Bonds, the close of business on the last Business Day of the month next preceding an Interest Payment Date or such other date as specified in the Pricing Certificate.

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

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

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

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

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

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

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

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

“State” means the State of Texas.

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

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

“Underwriters” means, in a negotiated sale, the underwriters designated in the Pricing Certificate.

Section 1.02. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

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

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

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to pay Debt Service and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

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

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

(d) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the interest and sinking fund when it sets its debt service tax rate each year.

(e) To the extent required, and for so long as required, the District covenants to comply with the provisions of Section 45.0031 and to not set a tax rate for a year until the District has credited to the account of the Interest and Sinking Fund the amount of State assistance received or to be received in accordance with the terms of Section 45.0031.

(f) If the lien and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. One or more series or amended subseries of the District's bonds as may be designated and having such series or subseries, and are hereby authorized to be issued and delivered from time to time, in accordance with the Constitution and laws of the State of Texas, including particularly Chapters 1207 and 1371, Texas Government Code, as amended and Chapter 45, Texas Education Code, as amended. The Bonds shall be issued in a total aggregate principal amount of not to exceed (i) \$200,000,000 for the purpose of constructing, improving, renovating and equipping school buildings; the purchase of necessary sites therefor and the purchase of buses; and for the acquisition and installation of technology infrastructure and computers and laptops and other technology and paying the costs of issuance, all as set forth in a Pricing Certificate; and (ii) in an aggregate principal amount not to exceed \$624,785,000 for the purpose of providing funds to refund the Refunded Bonds to the extent provided in the Pricing Certificate and paying the costs of issuing the Bonds. The Bonds may be issued as either or both Current Interest Bonds and Capital Appreciation Bonds in the amounts set forth in a Pricing Certificate. The total aggregate principal amount of all Bonds issued pursuant to this Order shall not to exceed \$824,785,000.

Section 3.02. Date, Denomination, Maturities, and Interest. (a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be in fully registered form without coupons.

(b) The Current Interest Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral

multiple thereof and shall be numbered separately from one upward, except the Initial Current Interest Bond, which shall be numbered ICI-1.

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

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

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

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

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

Section 3.03. Medium, Method and Place of Payment. (a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Current Interest Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

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

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

(e) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

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

Section 3.04. Execution and Registration of Bonds. (a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

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

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

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

Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount thereof, as applicable, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that for the Current Interest Bonds interest is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

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

Section 3.06. Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

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

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

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be

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

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

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

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

Section 3.08. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

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

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

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

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

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

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

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

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

Section 3.09. Book-Entry Only System. (a) To the extent so designated in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

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

pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word “Cede & Co.” in this Order shall refer to such new nominee of DTC.

Section 3.10. Successor Securities Depository; Transfer Outside Book–Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

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

Section 4.02. Optional Redemption. (a) The Current Interest Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(b) The Capital Appreciation Bonds shall be subject to optional redemption at the option of the District at such times, in such Maturity Amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

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

Section 4.03. Mandatory Sinking Fund Redemption. (a) The Current Interest Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

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

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption. (a) If less than all of the Current Interest Bonds or Capital Appreciation Bonds, as applicable, are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount or Maturity Amount, as applicable, thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method.

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

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

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each

Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

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

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

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

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

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

Section 4.07. Effect of Redemption. (a) Notice of redemption having been given as provided in Section 4.05 of this Order and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the District under Section 4.05(b), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the District defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or

portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

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

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

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the District and the Paying Agent/Registrar. The Board hereby approves the form of Paying Agent/Registrar Agreement.

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

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

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

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

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

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

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

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

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally. (a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bonds, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee on the Bonds to which it applies (i) shall be substantially in the forms set forth in Exhibit A hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

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

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

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau managed by S&P Market Intelligence on behalf of the American Bankers Association may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold to the Underwriters or the Purchasers in one or more series or subseries from time to time in accordance with the terms of this Order. As authorized by Chapters 1207 and 1371, Texas Government Code, the Authorized Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining whether the Bonds will be sold pursuant to a negotiated or competitive sale and the Purchaser or the Underwriters of the Bonds, the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, from time to time; the amount issued from each voted authorization, whether a series shall be sold as new money or as refunding bonds, or a combination thereof, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, if any, the aggregate principal amount of Refunded Bonds, the aggregate principal amount of Bonds to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, retaining the verification agent, whether the Bonds of any series shall be issued as taxable or tax-exempt, whether the Bonds will be issued as new money bonds or refunding bonds or a combination thereof, the selection of the Underwriters and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds if applicable, including without limitation, obtaining the Permanent School Fund Guarantee for the Bonds, if available, and/or procuring municipal bond insurance, and approving modifications to this Order, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

(i) the Bonds (as the same may relate to one or more tranches, series or subseries of Bonds, as applicable and as determined by a Pricing Officer) shall not bear interest at rates that result in a total interest cost in excess of the maximum amount authorized by Section 1204.006, Texas Government Code, as amended.

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01(i) shall not exceed the limits described in that Section; and Bonds issued pursuant to Section 3.01(ii) shall not exceed the limits described in that Section and shall be in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the District, if any, to provide for the refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in Schedule I hereto and the costs and expenses of issuance of the Bonds, including underwriter's discount and shall result in a net present value debt service savings of not less than 4.00% of the principal amount of the Refunded Bonds;

(iii) the final maturity of the Bonds shall not exceed 2/15/2046;

(iv) the Bonds to be issued, prior to delivery must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

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

(b) the authority conferred by this Section in connection with the execution of the Purchase Contract for the initial issuance of the Bonds shall expire at 11:59 p.m., Central time, one year from the date of this Order (the "Expiration Date"). Bonds sold pursuant to a Purchase Contract executed on or prior to the Expiration Date may be delivered after the Expiration Date.

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

(d) The President or Vice President of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check of the District payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(e) If sold pursuant to a private placement sale, the Authorized Officer is authorized to prepare and execute a private placement agreement with a placement agent.

Section 7.02. Control and Delivery of Bonds. (a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

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

Section 7.03. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate.

ARTICLE VIII CREATION OF FUNDS AND ACCOUNTS; INVESTMENTS

Section 8.01. Creation of Interest and Sinking Fund. The District hereby establishes the “Richardson Independent School District Unlimited Tax School Building and Refunding Bonds Interest and Sinking Fund” which shall be maintained at the depository bank of the District.

Section 8.02. Interest and Sinking Fund. (a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of Debt Service.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Bonds plus the aggregate amount of interest due and that will become due and payable on such Bonds, no further deposits to that fund need be made.

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

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

ARTICLE IX PARTICULAR REPRESENTATIONS AND COVENANTS

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

Section 9.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

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

Section 9.03. Federal Tax Matters.

(a) General. The provisions of this Section 9.03 shall apply to all Bonds issued pursuant to this Order unless the Authorized Officer specifically determines in any Pricing Certificate that this Section 9.03 does not apply to such series of Bonds. The District covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Bonds to be includable in gross income, for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Bonds and the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the District is not in effect for a particular project,, this Order serves as the District’s official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount authorized by this Order. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

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

(ii) default in the performance or observance of any other covenant, agreement or obligation of the District, which default materially and adversely affects the rights of the Owners, including, but not limited to, their prospect or ability to be repaid in

accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the District.

Section 10.02. Remedies for Default.

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

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

Section 10.03. Remedies Not Exclusive.

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

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

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

ARTICLE XI

DISCHARGE

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

ARTICLE XII

PERMANENT SCHOOL FUND GUARANTEE

Section 12.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on one or more series of the Bonds to be guaranteed

by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. If the Bonds containing a guaranty by the Permanent School Fund (the "Guaranteed Bonds") are defeased, the guarantee of those Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of Guaranteed Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

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

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

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

ARTICLE XIII

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 13.01. Subscription for Securities. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the applicable Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 13.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President and Secretary of the Board, an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent(s) for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds and is authorized to execute and deliver a deposit agreement with the paying agent(s) for the Refunded Bonds.

Section 13.03. Payment of Refunded Bonds; Redemption of Refunded Bonds. Following the deposit to the Escrow Fund or with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Bonds for the purpose of refunding the Refunded Bonds and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the order(s) authorizing the issuance thereof.

ARTICLE XIV

CONTINUING DISCLOSURE UNDERTAKING

Section 14.01. Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned to such terms below:

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

Section 14.02. Annual Reports. (a) The District shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the District, financial information and operating data with respect to the District of the general type included in the final Official Statement, being information of the type described in the Pricing Certificate, including financial statements of the District if audited financial statements of the District are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

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

Section 14.03. Material Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material.
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

Financial Obligation of the District, any of which affect security holders, if material; and

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

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

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information and notices of material events in accordance with Section 13.02 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 14.04. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be Outstanding.

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

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

ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

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

ARTICLE XV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 15.01. Amendments to Order and Pricing Certificate.

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

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

(c) Without the consent of the Owners of all of the Bonds then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal of and interest on the Bonds, (ii) reduce the principal amount thereof, the redemption price, or the rate of interest or yield to maturity thereon, or in any other way modify the terms of payment

of the principal of and interest on the Bonds; (iii) give any preference to any Bonds over any other Bond, or (iv) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition or rescission.

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

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 16.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 16.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

PASSED, APPROVED AND EFFECTIVE on May 9, 2022.

Secretary, Board of Trustees
Richardson Independent School District

President, Board of Trustees
Richardson Independent School District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

The Authorized Officer may select the specific maturities and series of bonds constituting the Refunded Bonds from the following series of the District's outstanding bonds:

Unlimited Tax Refunding Bonds, Series 2011

Unlimited Tax Refunding Bonds, Series 2012

Unlimited Tax School Building and Refunding Bonds, Series 2013

Unlimited Tax Refunding Bonds, Series 2014B

Unlimited Tax School Building Bonds, Series 2014A

Unlimited Tax School Building Bonds, Series 2015

Unlimited Tax School Building Bonds, Series 2016

Unlimited Tax Refunding Bonds, Series 2015B

Unlimited Tax Refunding Bonds, Series 2015C

Unlimited Tax Refunding Bonds, Series 2016

Unlimited Tax School Building Bonds, Series 2017

Unlimited Tax Refunding Bonds, Series 2017

Unlimited Tax Refunding Bonds, Series 2019

Unlimited Tax Refunding Bonds, Taxable Series 2020

Unlimited Tax Refunding Bonds, Taxable Series 2020A

Unlimited Tax School Building Bonds, Series 2021

EXHIBIT A
FORM OF BOND

Form of Current Interest Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Dallas

RICHARDSON INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BOND¹,
SERIES 2022²

[CURRENT INTEREST BOND]³

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP NUMBER:
_____ % _____ _____ _____

Richardson Independent School District (the “District”), in the County of Dallas, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be

¹ Title of each series or subseries shall be as set forth in a Pricing Certificate.

² Insert from Pricing Certificate.

³ As may be modified or deleted in a Pricing Certificate.

paid semiannually on _____⁴ and _____⁵ of each year, commencing _____⁶.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of _____⁷, _____⁸, Texas, or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of _____⁹, issued in the aggregate principal amount of \$_____¹⁰, (herein referred to as the “Bonds”), issued to pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for the purposes of (i) constructing, improving, renovating and equipping school buildings of the

⁴ Insert from Pricing Certificate.

⁵ Insert from Pricing Certificate.

⁶ Insert from Pricing Certificate.

⁷ Insert from Pricing Certificate.

⁸ Insert from Pricing Certificate.

⁹ Insert from Pricing Certificate.

¹⁰ Insert from Pricing Certificate.

District and the purchase of necessary sites therefor and the acquisition of buses; (ii) acquiring and installing technology infrastructure and technology devices, (iii) refunding certain outstanding obligations of the District and (iv) paying the costs of issuing the Bonds.¹¹ [The Bonds are issued in part (i) as “Current Interest Bonds,” which total \$_____¹² in principal amount and pay accrued interest at stated intervals to the registered owners and (ii) as “Capital Appreciation Bonds,” which total \$_____¹³ in original principal amount and which pay interest accrued thereon at the stated maturity thereof. This Bond is a Current Interest Bond payable as to principal and interest as herein provided.]¹⁴

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

The District has reserved the option to redeem the Bonds maturing on and after _____¹⁵, in whole or in part before their respective scheduled maturity dates, on _____¹⁶, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on _____¹⁷ (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>Term Bonds Maturing _____</u>	
<u>Redemption Date</u> <small>18</small>	<u>Principal Amount</u> <small>19</small>
_____	_____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a

¹¹ Purposes to be as set forth in a Pricing Certificate.

¹²To be completed from a Pricing Certificate.

¹³ To be completed from a Pricing Certificate.

¹⁴ As may be modified by a Pricing Certificate.

¹⁵ Insert from Pricing Certificate.

¹⁶ Insert from Pricing Certificate.

¹⁷ Insert from Pricing Certificate.

¹⁸ Insert from Pricing Certificate.

¹⁹ Insert from Pricing Certificate.

denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than thirty (30) days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such

limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes within the District has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Richardson Independent School District

President, Board of Trustees
Richardson Independent School District

[SEAL]

(a) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

20

As Paying Agent/Registrar

Dated: _____

By: _____

²⁰ Insert from Pricing Certificate.

(b) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(c) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond²¹:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Richardson Independent School District of its Unlimited Tax School Building and Refunding Bonds, Series _____²², dated _____²³, in the principal amount of \$ _____²⁴ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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



Mike Morath
Commissioner of Education

²¹ To appear on bonds guaranteed by the Permanent School Fund as set forth in pricing certificate.

²² Title and Series to be inserted from Pricing Certificate.

²³ Insert from Pricing Certificate.

²⁴ Insert from Pricing Certificate.

(d) Initial Bond Insertions

(i) The Initial Bond shall be in the form set forth in Exhibit A, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

(B) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on _____²⁵ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate
------	------------------	---------------

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond shall be numbered T-1.

(D) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY HAND AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

²⁵ Insert from Pricing Certificate.

Form of Capital Appreciation Bond.

REGISTERED

REGISTERED
MATURITY AMOUNT

No. CAB _____

\$ _____

United States of America
State of Texas
RICHARDSON INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BOND¹,
SERIES 2022²

[CAPITAL APPRECIATION BOND]³

<u>YIELD TO MATURITY</u>	<u>ORIGINAL PRINCIPAL AMOUNT</u>	<u>MATURITY DATE</u>	<u>CLOSING DATE</u>	<u>CUSIP NUMBER</u>
		February 15, 20__	_____ 2022 ⁴	_____

Richardson Independent School District (the "District"), in the County of Dallas, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of

_____ DOLLARS

The Maturity Amount represents the total of the original principal amount hereof, plus the initial premium paid hereon, together with interest thereon to the Maturity Date, Interest accretes from the Closing Date specified above, and will compound semiannually on February 15 and August 15 in each year, commencing _____.⁵ A table of the "Accreted Values" per \$5,000 Maturity Amount is printed on or attached to this Bond. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid therefor with interest thereon accreted and compounded semiannually to the February 15 or August 15 next preceding the date of such calculation (or, the date of calculation, if such calculation is made on February 15 or August 15) at a compounding rate which produces the approximate yield to maturity set forth above. For any date other than a February 15 or August 15, the Accreted Value of this Bond shall be determined by a straight-line interpolation between the values for the applicable semiannual compounding dates, based on 30-day months.

¹ Title of each series or subseries shall be as set forth in a Pricing Certificate.

² Insert from Pricing Certificate.

³ As may be modified or deleted in a Pricing Certificate.

⁴ To be completed from a Pricing Certificate.

⁵ To be completed from a Pricing Certificate.

The Maturity Amount of this Bond shall be payable on the Maturity Date shown above, without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of _____⁶ the initial Paying Agent/Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

If the date for the payment of the Maturity Amount on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the District where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the Maturity Date.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$ _____⁷ (herein referred to as the “Bonds”), dated _____⁸, and issued pursuant to a certain order of the District (the “Order”) for the purpose of (i) constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and the acquisition of buses; (ii) acquiring and installing technology infrastructure and technology devices, (iii) refunding certain outstanding obligations of the District and (iv) paying the costs of issuing the Bonds. [The Bonds are issued in part (i) as “Current Interest Bonds,” which total \$ _____⁹ in principal amount and pay accrued interest at stated intervals to the registered owners and (ii) as “Capital Appreciation Bonds,” which total \$ _____¹⁰ in original principal amount and which pay interest accrued thereon at the stated maturity thereof. This Bond is a Capital Appreciation Bond payable as to principal and interest as herein provided.]¹¹

[The Capital Appreciation Bonds are not subject to redemption prior to maturity.]¹²

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Capital Appreciation Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate Maturity Amount will be issued to the designated transferee or transferees.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Capital

⁶ To be completed from a Pricing Certificate.

⁷ To be completed from a Pricing Certificate.

⁸ To be completed from a Pricing Certificate.

⁹ To be completed from a Pricing Certificate.

¹⁰ To be completed from a Pricing Certificate.

¹¹ As may be modified by a Pricing Certificate.

¹² As may be modified by a Pricing Certificate.

Appreciation Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate Maturity Amount will be issued to the designated transferee or transferees.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided, and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and for the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal and maturity amounts of, and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

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

Secretary, Board of Trustees
Richardson Independent School District

President, Board of Trustees
Richardson Independent School District

[SEAL]

(g) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Capital Appreciation Bonds if such Certificate on the Initial Capital Appreciation Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Richardson Independent School District, and that this Bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(h) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Current Interest Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Capital Appreciation Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas and that this is one of the Bonds referred to in the within-mentioned Order.

_____ ¹³
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(i) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(print or typewrite name, address and Zip Code of transferee): (Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____
Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(k) The Accreted Values of the Capital Appreciation Bonds contained on Schedule II attached hereto shall be printed on the reverse side of, or attached to, each of the Capital Appreciation Bonds, including the Initial Capital Appreciation Bond.

(1) The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (g), (h), and (j) of this Section, except for the following alterations:

(i) immediately under the name of the Capital Appreciation Bond, the headings "YIELD TO MATURITY," "ORIGINAL PRINCIPAL AMOUNT" and "MATURITY

¹³ To be completed from a Pricing Certificate.

DATE,” shall be completed with the words “As Shown Below” and the heading “CUSIP NUMBER” shall be deleted; and

(ii) in the first paragraph of the Capital Appreciation Bond, the words “on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of _____ DOLLARS” shall be deleted and the following shall be inserted: “on February 15 in the years, in the Original Principal Amounts, Maturity Amounts and with interest at the per annum rates in accordance with the following Schedule:

[information to be inserted from Pricing Certificate]

(j) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Richardson Independent School District of its _____¹⁴, dated _____¹⁵, in the principal amount of \$ _____¹⁶ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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



Mike Morath
Commissioner of Education

¹⁴ Title to be inserted from a Pricing Certificate.

¹⁵ To be completed from a Pricing Certificate.

¹⁶ To be completed from a Pricing Certificate.



Contact:

Jeff Robert

717 N. Harwood St.

Suite 3400

Dallas, Texas 75201

214.953.8744

jeff.robert@hilltopsecurities.com



Bond Parameter Orders Information

May 9, 2022

Richardson Independent School District

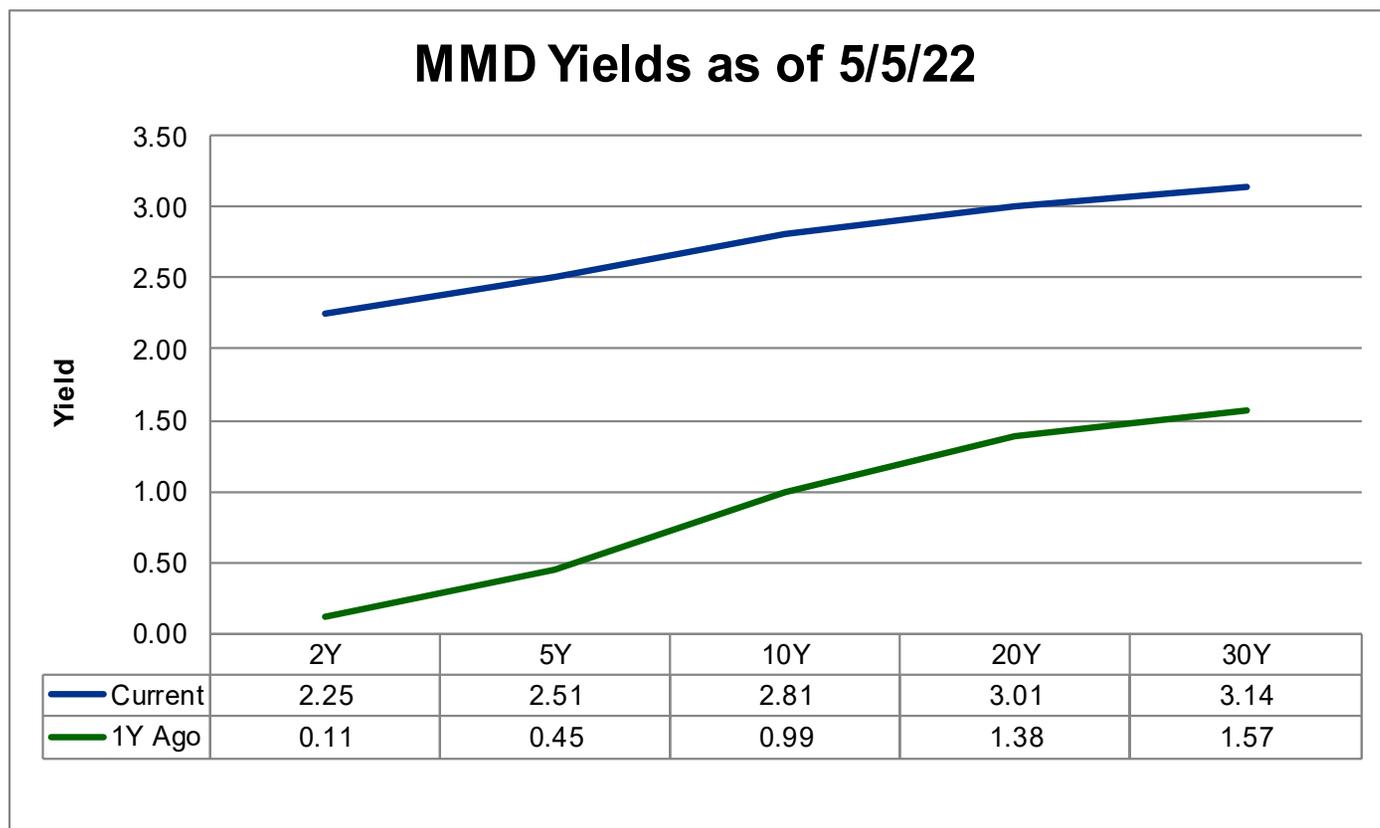


Presentation Topics

- Tax Exempt Interest Rates – MMD
- Bond Issuance Summary/Projections
- Fixed Rate Parameter – New Money
- Fixed Rate Parameter – Refunding
- Variable Rate Parameter
- Defeasance Parameter
- Proposed Parameters



Tax Exempt Interest Rates – Municipal Market Daily



RICHARDSON INDEPENDENT SCHOOL DISTRICT

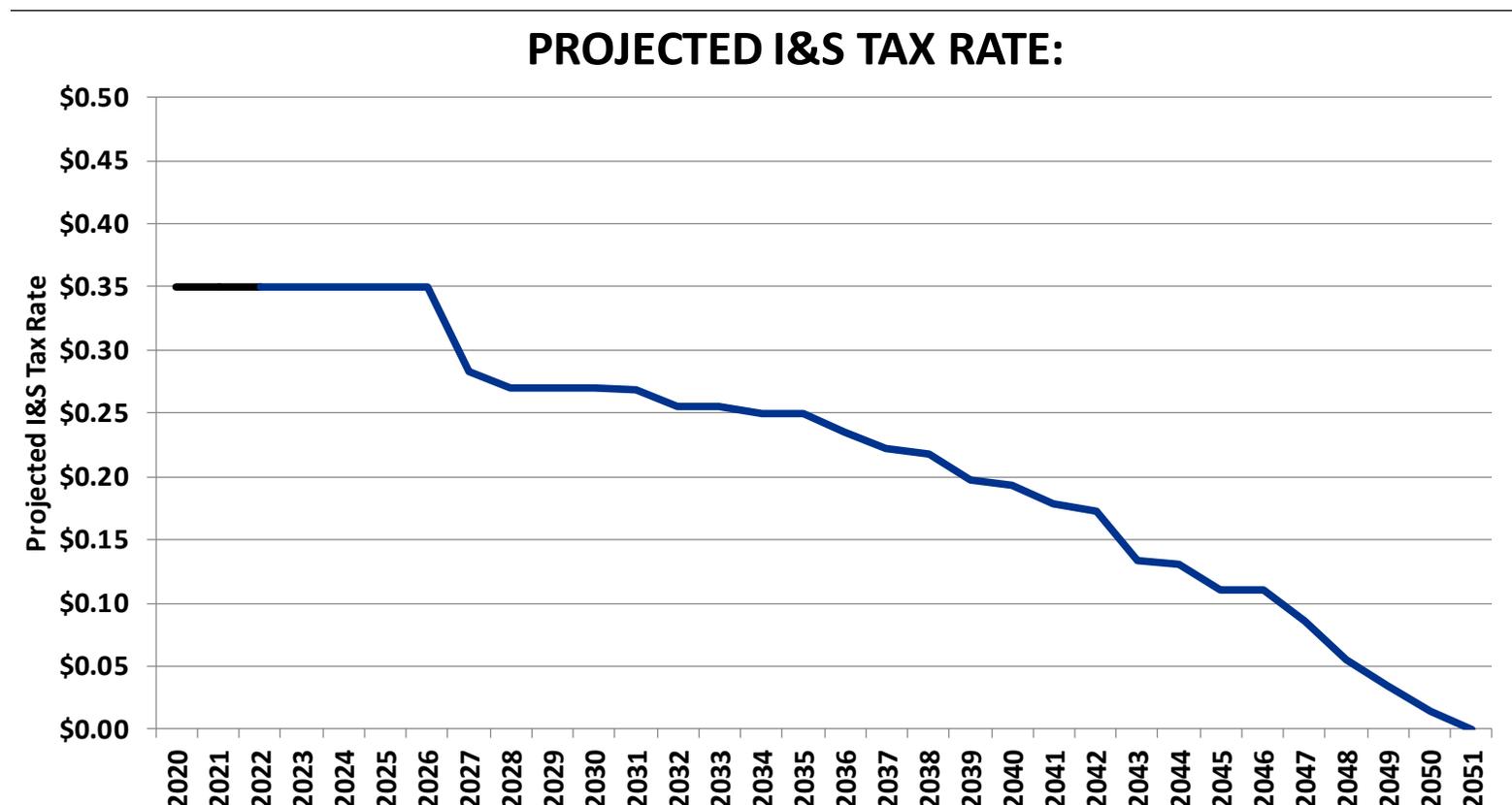


Bond Issuance Summary/Projections

	1	2	3	4	4	5	6
		<i>FINAL</i>	<i>PROJECTED</i>	<i>PROJECTED</i>	<i>PROJECTED</i>	<i>PROJECTED</i>	
May-21 Election Size	Series 2021 25 Yr @ 2.27%	Series 2022 25 Yr @ 3.90%	Series 2023 25 Yr @ 4.50%	Series 2023 25 Yr @ 4.50%	Series 2024 25 Yr @ 4.50%	Maximum I&S Tax Rate	
\$ 750,000,000	\$200,000,000	\$200,000,000	\$125,000,000	\$125,000,000	\$100,000,000	\$ 0.3500	

RICHARDSON INDEPENDENT SCHOOL DISTRICT

PROJECTED I&S TAX RATE:





Fixed Rate Bond Parameter – New Money

- ❑ Traditional 25 year fixed rate issuance
- ❑ Likely structured with 9 or 10 year call provision – shorter call provision likely to result in higher interest rate
- ❑ Principal pay-down goal for total RISD bonds outstanding:
 - 25% of principal paid off within 5 years
 - 50% of principal paid off within 10 years
- ❑ \$200 million is maximum principal amount included in Fixed Rate Parameter Order and was the amount used for bond election planning
 - \$179,000,000 – Prop A
 - \$21,000,000 – Prop B



Fixed Rate Bond Parameter – Refunding

- Would allow for RISD to respond more quickly to changes in interest rates
- Parameter includes all outstanding RISD bond issues
- Minimum savings parameter is the same 4% present value savings threshold that has been used in previous RISD Parameter Refunding Orders
- Term of Refunding Bond Issue will not exceed term of bond issue being refunded



Variable Rate Bond Parameter & Structure

- ❑ Bonds are more readily callable allowing RISD to pay off principal early if able = FLEXIBILITY
- ❑ Bonds structured with a 25 year term and initially sold with an 'initial rate period' (1-yr, 2-yr, 3-yr, etc.)
- ❑ At end of initial rate period, bonds are remarketed/rate is reset at a new rate (1-yr, 2-yr, 3-yr, fix-out, etc.)
- ❑ Bond principal can be called/paid off on every reset date
 - Fixed rate issue – 9 or 10 year call date
 - Variable rate issue – 1 to 3 year call date
- ❑ \$50 million is maximum principal amount included in Variable Rate Parameter Order, which is less than 10% of RISD's total bond principal outstanding



Bond Defeasance Parameter Order

- ❑ Would allow for the flexibility for RISD to pay off up to \$20,000,000 in bond principal each year if able
- ❑ Parameter includes all outstanding RISD bond issues
- ❑ Example: In years where the tax base grows by more than projected/budgeted, extra I&S collections can be used to pay off/defeasance existing debt



Proposed Parameters Included in Bond Orders

Delegated Pricing Officers: **Superintendent, Interim Superintendent or CFO**

Parameter Authority: **365 Days**

FIXED RATE PARAMETERS:

Maximum New Money Principal: **\$200,000,000**

Final Maturity Date: **2/15/47 (25 Yr Term)**

Maximum Refunding Principal: **\$624,785,000 Current Outstanding Principal**

Final Maturity Date: **No later than refunded bonds final maturity**

VARIABLE RATE PARAMETERS:

Maximum New Money Principal: **\$50,000,000**

Final Maturity Date: **8/15/47 (25 Yr Term)**

DEFEASANCE PARAMETERS:

Maximum Principal to Defeasance: **\$20,000,000**

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Submitted by: David Pate, CFO, Finance and Support Services

ACTION ITEM

TOPIC: Variable Rate New Money and Refunding Parameter Order

AN ORDER AUTHORIZING THE ISSUANCE OF RICHARDSON INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000, WHICH MAY BE ISSUED IN ONE OR MORE SERIES IN ACCORDANCE WITH SPECIFIED PARAMETERS; PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATED THERETO

BACKGROUND INFORMATION

On May 1, 2021, RISD voters approved bond Proposition A in the amount of \$694,000,000 and Proposition B in the amount of \$56,000,000. Previously the District issued bonds in the amount of \$179,000,000 from Proposition A and \$21,000,000 from Proposition B. The District has \$515,000,000 of authorized but unissued bonds from Proposition A and \$35,000,000 of authorized but unissued bonds from Proposition B. Additionally, the Administration and the District's financial advisor, HilltopSecurities, continually monitor all of the District's outstanding bond issues to identify opportunities to refund/refinance to achieve savings for the District and its taxpayers. HilltopSecurities analyzes and calculates the financial impact of potential refunding opportunities and makes recommendations to the District. The service HilltopSecurities provides to RISD is integral to our ability to identify opportunities and take timely action to lower the District's interest expenses. Through this careful analysis, we have identified an opportunity to refinance some of our outstanding debt and realize interest cost savings.

The attached Parameter Order allows the Administration to take timely action to issue up to \$50,000,000 of Richardson Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds if certain

thresholds/parameters, as outlined in the Order, are met. The Administration will work closely with District's Financial Advisor, Jeff Robert, of HilltopSecurities, to determine if/when conditions are appropriate for the issuance of variable rate bonds. The Order designates the Superintendent and/or the Chief Financial Officer as the District's authorized representatives to approve the final pricing terms. The order expires in one year.

This process is the similar to the one the District has used to price all of its bond financings over the last 10+ years. In May 2021 the term of the order was extended to one year. Our Financial Advisor, Jeff Robert, of HilltopSecurities, and Bond Counsel, Ben Brooks and/or Julie Partain, of Bracewell, LLP, will attend the Board meeting to answer any questions regarding the refunding issuance.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent recommends that the Board approve the attached Order Authorizing the Issuance of variable rate RISD Unlimited Tax School Building and/or Refunding Bonds.

PROPOSED RESOLUTION

WHEREAS, on May 1, 2021, RISD voters approved bond proposition A in the amount of \$694,000,000 and bond proposition B in the amount of \$56,000,000; and

WHEREAS, the; and District has \$515,000,000 of authorized but unissued bonds from Proposition A and \$35,000,000 of authorized but unissued bonds from Proposition B; and

WHEREAS, the; and District has \$624,785,000 of currently outstanding bonds; and

WHEREAS, the Administration seeks approval to issue variable Richardson Independent School District Unlimited Tax School Building and/or Refunding Bonds in an amount not to exceed \$50,000,000; and

WHEREAS, the proposed action supports the Board's strategy to actively pursue creative funding sources and responsibly manage current resources to support the district's mission;

BE IT THEREFORE RESOLVED, that the Board of Trustees of the Richardson Independent School District hereby approves the attached Order Authorizing the Issuance of RISD Unlimited Tax School Building and/or Refunding Bonds.

ORDER
AUTHORIZING THE ISSUANCE OF

RICHARDSON INDEPENDENT SCHOOL DISTRICT
VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS,
WHICH MAY BE ISSUED IN ONE OR MORE SERIES

Adopted: May 9, 2022

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Exhibit A Form of Pricing Certificate

AN ORDER AUTHORIZING THE ISSUANCE OF RICHARDSON INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000, WHICH MAY BE ISSUED IN ONE OR MORE SERIES IN ACCORDANCE WITH SPECIFIED PARAMETERS; PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATED THERETO

WHEREAS, the District desires to issue, either in combination with such refunding bonds or on a stand-alone basis as part of a separate series of bonds, school building bonds voted by the voters of the District pursuant to the Constitution and laws of the State of Texas, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”) at an election held within the District on May 1, 2021 (the “Election”); and

WHEREAS, at said Elections the voters authorized the amount of school building bonds set forth below in the following schedule, such schedule also showing amounts previously issued pursuant to such voted authorization; and

Election	Amount Voted	Amount Previously Issued	Amount Issued ⁽²⁾	Authorized but Unissued Balance ⁽¹⁾
Constructing and equipping school buildings and acquiring buses (Proposition A)	\$694,000,000	179,000,000	179,000,000	\$336,000,000
Acquiring and equipping technology and technology infrastructure (Proposition B)	\$56,000,000	21,000,000	21,000,000	\$14,000,000

(1) To be set forth in a Pricing Certificate.

(2) To be updated by a Pricing Certificate.

WHEREAS, the Board does hereby determine that the school building bonds in the total aggregate not to exceed par amount specified in Section 2.01 of this Order should be issued as a portion and installment of school building bonds voted as Proposition No. A or Proposition B at the Election as identified in the Pricing Certificate authorizing the issuance of such bonds; and

WHEREAS, the actual amount issued therefrom pursuant to this Order from time to time and the balance that remains after the issuance of the school building bonds authorized in this Order shall be indicated in the Pricing Certificate for each series or subseries of Bonds; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of such school building bonds for the construction, acquisition, and equipment of school buildings in the District, including safety and security and technology infrastructure, for the purchase of necessary sites for school buildings, and for the purchase of new school buses; and

WHEREAS, the school building bonds are authorized to be issued pursuant to Chapter 45; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, the Board has determined to authorize the issuance of bonds bearing interest at a variable rate or rates per annum and to authorize and direct an authorized officer of the District to act on behalf of the District to determine the terms and conditions, within the parameters as herein set forth, to be satisfied in selling and delivering the bonds and in carrying out the other procedures specified in this Order as authorized under Chapter 1371; and

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

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

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

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

“Acts” means Chapter 45, and Chapter 1371.

“Additional Mandatory Redemption” shall mean the mandatory redemptions described in Section 5.04 of this Order.

“Authorized Denominations” shall mean, unless otherwise provided in an Pricing Certificate, (a) with respect to Bonds bearing interest at the Initial Rate, \$5,000 and integral multiples thereof; (b) with respect to Bonds bearing interest at a Flexible Rate or a Variable Rate (other than the Initial Rate and the Term Rate), \$100,000 and any integral multiple of \$5,000 in excess thereof; and (c) with respect to Bonds bearing interest at a Term Rate or a Fixed Rate, \$5,000 and integral multiples thereof.

“Bank” shall mean the provider (one or more) from time to time of any Liquidity Facility relating to the Bonds or any subseries thereof.

“Bank Rate” shall have the meaning given such term in a Liquidity Facility at any one time in effect.

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

“Bonds” shall mean the “Richardson Independent School District Variable Rate Unlimited Tax School Building Bonds” or any series, subseries, tranche or maturity thereof, as the context requires, authorized for issuance pursuant to the terms of this Order and as further described in the Pricing Certificate.

“Bond Counsel” means Bracewell LLP or such other nationally recognized bond counsel engaged by the District from time to time.

“Book-Entry Only System” shall mean the system maintained by the securities depository described in Sections 2.07 and 2.09.

“Business Day” shall mean any day other than (a) a Saturday, Sunday or legal holiday, or (b) a day on which banking institutions located in New York, New York, Houston, Texas, or in any city in which the corporate trust office or designated payment/transfer office of the Paying Agent/Registrar, the Tender Agent or the Bank or the primary office of the Remarketing Agent are located, are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or DTC is closed.

“Chapter 45” shall mean Chapter 45, Texas Education Code, as amended.

“Chapter 1371” shall mean Chapter 1371, Texas Government Code, as amended.

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

“Conversion Date” shall mean: (a) with respect to Bonds converted to the Fixed Rate Period, the Fixed Rate Conversion Date; (b) with respect to Bonds converted to a particular type of Variable Rate Period, the Weekly Rate Conversion Date, the Monthly Rate Conversion Date, the Quarterly Rate Conversion Date, the Semiannual Rate Conversion Date and the Term Rate Conversion Date, as applicable; and (c) with respect to Bonds converted to a Flexible Rate Period or Periods, the Flexible Rate Conversion Date.

“Costs of Credit Agreements” shall mean, collectively, Costs of Liquidity Facility, any fees of the Remarketing Agent, any fees of the Tender Agent, and any other costs, fees or expenses with respect to or in connection with a Liquidity Facility, the Remarketing Agreement, the Tender Agent Agreement and any other Credit Agreement entered into in connection with the Bonds.

“Costs of Liquidity Facility” shall mean the obligations of the District to a Bank due or to become due under a Liquidity Facility or under the Purchased Bonds.

“Credit Agreement” has the meaning assigned to that term by Section 1371.001(1), Texas Government Code, as amended.

“Dated Date” shall have the dated date of the Bonds set forth in the Pricing Certificate.

“District” shall mean the Richardson Independent School District, located in Richardson County, Texas.

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

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

“Event of Default” shall mean any event of default as defined in Section 11.01 of this Order.

“Excess Interest Funds” shall mean Subsection (a) Excess Interest Funds and/or Subsection (b) Excess Interest Funds, as context requires.

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

“Fitch” shall mean Fitch Ratings, and its successors and assigns.

“Fixed Rate” shall mean the per annum rate or rates of interest the Bonds shall bear during the Fixed Rate Period pursuant to Section 3.04.

“Fixed Rate Conversion Date” shall mean the date on which the Bonds are converted to bear interest at the Fixed Rate pursuant to Section 3.04.

“Fixed Rate Order” shall mean the order of the District dated the date hereof entitled “An Order Authorizing the Issuance of Richardson Independent School District Unlimited Tax School Building and Refunding Bonds, Which May Be Issued in One or More Series; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; and Enacting Other Provisions Relating Thereto.”

“Fixed Rate Period” shall mean the period beginning on a Fixed Rate Conversion Date and ending at the stated maturity or maturities of the Bonds, during which Bonds bear interest at one or more Fixed Rates.

“Flexible Rate” shall mean, with respect to any particular Bond, the per annum interest rate determined for each Flexible Rate Period applicable thereto pursuant to Section 3.03.

“Flexible Rate Conversion Date” shall mean the date on which the Bonds are converted to bear interest at Flexible Rates pursuant to Section 3.03(b).

“Flexible Rate Period” shall mean each period (not less than 7 calendar days and not exceeding 270 calendar days) during which a Bond bears interest at a Flexible Rate.

“Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law in existence on the date the Board adopts or approves any proceedings authorizing the defeasance of the Bonds or the issuance of refunding bonds that may be used to defease the Bonds.

“Highest Lawful Rate” shall mean with respect to the Bonds, the lesser of (a) 15% per annum or (b) the maximum net effective interest rate permitted by law to be paid thereon as provided by Section 1204.006, Texas Government Code, as amended, or any successor statute.

“Initial Bond” shall mean the initial Bond (one or more) authorized by Section 2.04(d) of this Order.

“Initial Rate” shall mean the initial interest rate or rates the Bonds (which may include separate rates for separate maturities of the Bonds) shall bear during the Initial Rate Period(s). The Initial Rate(s) shall be set forth in the Pricing Certificate.

“Initial Rate Period” shall mean the period (or periods) commencing on the Issuance Date and ending on the date (or dates) specified as such in the Pricing Certificate.

“Interest and Sinking Fund” shall mean the interest and sinking fund established by Section 2.14 of this Order.

“Interest Payment Date” shall mean, unless otherwise provided in the Pricing Certificate: (a) with respect to Bonds bearing interest at the Initial Rate, each February 15 and August 15 during the Initial Rate Period, beginning on the first such date occurring after the Issuance Date, (b) with respect to Bonds bearing interest at the Weekly Rate or Monthly Rate, the first Business Day of each calendar month beginning on the first such date occurring after the Weekly Rate Conversion Date or Monthly Rate Conversion Date, as applicable; (c) with respect to Bonds bearing interest at the Quarterly Rate, the first Business Day of the third calendar month following the month in which the Quarterly Rate Conversion Date occurs and the first Business Day of each third calendar month thereafter; (d) with respect to Bonds bearing interest at the Term Rate, each February 15 and August 15, beginning on the first such date occurring after the Term Rate

Conversion Date; (e) with respect to Bonds bearing interest at the Semiannual Rate, the first day of the sixth calendar month following the month in which the Semiannual Rate Conversion Date occurs and the first day of each sixth month thereafter; (f) with respect to Bonds bearing interest at the Fixed Rate, each February 15 and August 15, beginning on the first such date occurring after the Fixed Rate Conversion Date; (g) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of 183 days or shorter, the first Business Day after the last day of each such Flexible Rate Period; (h) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of longer than 183 days, each February 15 and August 15 occurring within such Flexible Rate Period, beginning on the first such date occurring after the applicable Flexible Rate Conversion Date, and the first Business Day after the last day of such Flexible Rate Period; (i) with respect to the Purchased Bonds, the respective dates set forth in a Liquidity Facility; (j) each mandatory tender date pursuant to Sections 4.05 and 4.06 of this Order; (k) each Conversion Date, in the event such date is not an Interest Payment Date established pursuant to the preceding clauses (a) through (j); and (l) with respect to Bonds bearing interest in any Rate Period, the maturity date for the Bonds or scheduled mandatory sinking fund redemption dates for the Bonds subject to mandatory sinking fund redemption.

“Issuance Date” shall mean the date of the initial delivery of and payment for the Bonds by the Underwriter.

“Liquidity Facility” shall mean a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase obligations, purchase or sale agreement, or any similar agreement with a Bank for the provision of liquidity on the Bonds. The District shall not obtain a Liquidity Facility unless it first receives an Opinion of Bond Counsel. If a Liquidity Facility to be obtained by the District in connection with the Bonds constitutes a Credit Agreement, the proceedings of the District authorizing such Liquidity Facility shall be submitted to the Attorney General for approval to the extent required by Chapter 1371, Texas Government Code, as amended. There shall be no Liquidity Facility with respect to Bonds in an Initial Rate Period, and, unless otherwise determined by a Pricing Officer in accordance with the provisions of this Order, there shall be no Liquidity Facility with respect to Bonds converted to a Term Rate Period following an Initial Rate Period.

“Maximum Rate” shall mean the rate of interest therefor set forth in the Pricing Certificate, but not greater than the rate set forth in Section 2.01(b), unless increased by an order adopted by the Board; provided, that in no event may it exceed the Highest Lawful Rate. Regardless of such approval by the Board, no rate of interest higher than the Maximum Rate shall be effective unless and until (i) the District and the Bank amend any Liquidity Facility accordingly, (ii) the District is able to demonstrate that the District has the projected ability to pay the principal and interest on the Bonds assuming such higher interest rate in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at such time, and (iii) the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel.

“Monthly Rate” shall mean the per annum interest rate to be determined for the Bonds on a monthly basis during a Monthly Rate Period pursuant to Section 3.02(c).

“Monthly Rate Conversion Date” shall mean the day on which the Bonds are converted to bear interest at a Monthly Rate pursuant to Section 3.02(g) or (h).

“Monthly Rate Period” shall mean each period during which the Bonds bear interest at a Monthly Rate.

“Moody’s” shall mean Moody’s Investors Services, Inc., and its successors and assigns.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Notice of Termination” shall mean receipt by the District of a notice from the Bank of the occurrence of an event of default under the applicable provisions of a Liquidity Facility and the Bank has elected to terminate the Liquidity Facility.

“Opinion of Bond Counsel” means an opinion of nationally recognized bond counsel addressed to the District and the Paying Agent/Registrar and stating, unless otherwise specified herein, that the action proposed to be taken is authorized or permitted by this Order and State law and does not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

“Order” shall mean this order authorizing the issuance of the Bonds, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Outstanding” shall mean when used to modify Bonds, Bonds issued, authenticated and delivered under this Order, excluding (i) Bonds which have been exchanged or replaced or otherwise surrendered for cancellation, (ii) Bonds which have been paid, (iii) Bonds which have become due and for the payment of which money has been duly provided, (iv) Bonds deemed tendered for purchase and not delivered to the Tender Agent on the applicable purchase date, provided sufficient funds for payment of the Purchase Price are on deposit with the Tender Agent, and (v) Bonds that have been refunded, discharged or defeased in accordance with applicable law.

“Owner” shall mean the person who is the registered owner of a Bond or Bonds, as shown in the Register, including any Bank as the purchaser of Purchased Bonds pursuant to a Liquidity Facility.

“Paying Agent/Registrar” shall mean, the paying agent/registrar for the Bonds designated in the Pricing Certificate, or any successor thereto as provided in this Order.

“Payment Fund” shall mean the fund described in Section 4.01(d)(ii) hereof.

“Pricing Certificate” shall mean a certificate signed by a Pricing Officer and containing the information regarding the Bonds substantially in the form of Exhibit A hereto or a certificate signed by a Pricing Officer in connection with the remarketing or conversion of or other change to the Bonds in accordance with the provisions of this Order.

“Pricing Officer” shall mean the person serving as either Superintendent of the District or the Chief Financial Officer of the District, whether in a permanent capacity or in an interim capacity.

“Purchase Contract” means one or more purchase contracts between the District and the Underwriter pertaining to the sale of the Bonds.

“Purchase Price” shall mean, with respect to each Bond (or any portion thereof) tendered for purchase pursuant to Article IV hereof, the par amount thereof, plus accrued but unpaid interest thereon to the date of purchase; provided, however, that accrued interest will not be taken into account in the computation of the Purchase Price with respect to the Bonds if the applicable date of purchase is an Interest Payment Date.

“Purchased Bonds” shall mean the Bonds purchased by the Bank pursuant to the terms of a Liquidity Facility from and including the date as of which the Bonds are purchased by the Bank to, but not including, the earliest of (a) their maturity or redemption or their satisfaction and discharge by other means, (b) their remarketing by the Remarketing Agent pursuant to this Order and the Remarketing Agreement, or (c) their conversion to a Fixed Rate Period or to a Term Rate Period for which a Liquidity Facility has not been provided. Purchased Bonds may be separately defined in a Liquidity Facility.

“Quarterly Rate” shall mean the per annum interest rate to be determined for the Bonds on a quarterly basis pursuant to Section 3.02(d).

“Quarterly Rate Conversion Date” shall mean the date on which the Bonds are converted to bear interest at a Quarterly Rate pursuant to Section 3.02(g) or (h).

“Quarterly Rate Period” shall mean the period during which the Bonds bear interest at a Quarterly Rate.

“Rate Determination Date” shall mean the date on which the Remarketing Agent determines the rate of interest to be borne by Bonds bearing interest at a Variable Rate pursuant to Section 3.02(b), (c), (d), (e), or (f), or by Bonds bearing interest at a Flexible Rate pursuant to Section 3.03(a), as applicable.

“Rate Period” shall mean the period during which the Bonds (which may include separate Rate Periods for separate maturities of the Bonds) bear interest at a Variable Rate, a Flexible Rate or a Fixed Rate pursuant to Article III.

“Rating Agency” shall mean Moody’s, S&P or Fitch or any other national credit rating agency then rating the Bonds at the request of the District.

“Record Date” shall mean, unless otherwise provided in an Pricing Certificate, (i) with respect to Bonds bearing interest at a Weekly Rate, Monthly Rate, Quarterly Rate, Flexible Rate, Initial Rate or Term Rate, the close of business on the Business Day immediately preceding the Interest Payment Date and (ii) with respect to Bonds bearing interest at a Semiannual Rate or a Fixed Rate the close of business on the first day of the month in which such Interest Payment Date occurs.

“Refunded Bonds” means those unlimited tax bonds designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

“Refunded Notes” means those unlimited tax commercial paper notes designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

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

“Refunded Obligations” means the Refunded Bonds and/or the Refunded Notes.

“Register” shall mean the Register specified in Section 2.06(a) of this Order.

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

“Remarketing Agent” shall mean the remarketing agent for the Bonds designated in the Pricing Certificate, or such other party selected from time to time by the District to serve as remarketing agent for the Bonds while the Bonds are Outstanding in a Variable Rate Period or a Flexible Rate Period.

“Remarketing Agreement” shall mean the Remarketing Agreement as in effect from time to time between the District and the Remarketing Agent pertaining to the Bonds.

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

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

“S&P” shall mean S&P Global Ratings, a division of Standard and Poor’s Financial Services LLC business, and its successors and assigns.

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

“Semiannual Rate” shall mean the per annum interest rate to be determined for the Bonds on a semiannual basis during a Semiannual Rate Period pursuant to Section 3.02(e).

“Semiannual Rate Conversion Date” shall mean the day on which the Bonds are converted to bear interest at a Semiannual Rate pursuant to Section 3.02(g) or (h).

“Semiannual Rate Period” shall mean each period during which the Bonds bear interest at a Semiannual Rate.

“Special Record Date” has the meaning assigned to such term in Section 2.03(g) of this Order.

“State” shall mean the State of Texas.

“Stated Expiration Date” shall mean, with respect to a Liquidity Facility, the stated date of expiration specified in such Liquidity Facility (or if such day is not a Business Day, the Business Day next succeeding such day), as such date may be extended from time to time in accordance with the provisions of such Liquidity Facility.

“Stepped Rate” shall mean the per annum rate of interest for the Bonds during the Stepped Rate Period(s) as specified in an Pricing Certificate, which Stepped Rate shall never exceed the Maximum Rate.

“Stepped Rate Period” shall mean each period during which the Bonds bear interest at the Stepped Rate, which shall commence on a mandatory tender date that is rescinded for such Bonds in accordance with the provisions of Section 4.03(g) or Section 4.08, as applicable, and shall continue through a subsequent redemption, conversion or remarketing of such Bonds in accordance with the provisions of this Order.

“Subsection (a) Excess Interest Funds” shall have the meaning ascribed thereto in Section 5.04(a) of this Order.

“Subsection (b) Excess Interest Funds” shall have the meaning ascribed thereto in Section 5.04(b) of this Order.

“Tender Agent” shall mean the tender agent for the Bonds designated in the Pricing Certificate, or any successor thereto as provided in this Order.

“Tender Agent Agreement” shall mean the Tender Agent Agreement as in effect from time to time among the District, the Tender Agent and the Remarketing Agent pertaining to the Bonds.

“Term Rate” shall mean the per annum interest rate to be determined for the Bonds and effective for a period of no less than nine (9) months during a Term Rate Period pursuant to Section 3.02(f) of this Order.

“Term Rate Conversion Date” shall mean the day the Bonds are converted to bear interest at a Term Rate pursuant to Section 3.02(g) or (h) of this Order, including a conversion from a Term Rate Period to a new Term Rate Period (of the same or a different duration as the then-expiring Term Rate Period) pursuant to the provisions of this Order.

“Term Rate Period” shall mean each period during which the Bonds bear interest at a Term Rate.

“Unclaimed Payments” shall mean money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Bonds as the same come due and payable, or money set aside for the payment of Bonds duly called for redemption prior to maturity, or for payment of the Purchase Price of Bonds, which money is not claimed by the Owners of such Bonds.

“Undelivered Bonds” shall mean Bonds which are required to be delivered to the Tender Agent pursuant to the terms of this Order and which are not in fact delivered.

“Underwriter” shall mean the underwriters (whether one or more) designated in the Pricing Certificate.

“Variable Rate” shall mean, as the context requires, the Initial Rate, the Weekly Rate, the Monthly Rate, the Quarterly Rate, the Semiannual Rate, or Term Rate applicable to the Bonds.

“Variable Rate Conversion Date” shall mean the day the Bonds are converted to bear interest at a Variable Rate pursuant to Section 3.02(g) or (h).

“Variable Rate Period” shall mean each period during which the Bonds bear interest at a Variable Rate.

“Weekly Rate” shall mean the per annum interest rate to be determined for the Bonds on a weekly basis during a Weekly Rate Period pursuant to Section 3.02(b).

“Weekly Rate Conversion Date” shall mean the day the Bonds are converted to bear interest at a Weekly Rate pursuant to Section 3.02(g) or (h).

“Weekly Rate Period” shall mean the period during which the Bonds bear interest at a Weekly Rate.

Section 1.02. Table of Contents Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation.

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

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

(c) Unless expressly provided otherwise, all references to article and section numbers herein shall be to the article and section numbers of this Order.

ARTICLE II
AUTHORIZATION; GENERAL TERMS;
TAX LEVY; INTEREST AND SINKING FUND

Section 2.01. Authorization.

(a) The Bonds, which may be designated “Richardson Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds,” have such

other series designations or titles as may be designated in the Pricing Certificate(s), and be issued from time to time in one or more tranches, series or subseries, all as designated in the Pricing Certificate(s), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the Acts. The total principal amount of Bonds to be issued from time to time pursuant to this Order shall not exceed \$50,000 for the purposes of (x) providing funds for the construction, acquisition and equipment of school buildings in the District, including safety and security and the purchase of necessary sites for school buildings, for the purchase of new school buses, and to pay the costs of issuing the Bonds, (y) acquiring, improving and equipping technology and technology infrastructure, including computers and (z) to pay the costs of issuing the Bonds.

(b) As authorized by Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more tranches, series or subseries, and carrying out the other procedures specified in this Order including, without limitation, determining the principal amount of Bonds to be sold under this Order; the date and price at which the Bonds will be sold; whether each series of Bonds will be issued as taxable or tax-exempt; the Issuance Date and Dated Date; whether and how many tranches, series or subseries in which the Bonds may be issued and the appropriate distinguishing designations for each such tranche, series or subseries; whether each series of Bonds will be designated as “green bonds;” the year(s) in which the Bonds will mature; whether individual maturities shall bear interest at the same interest rate or in the same Rate Period; the Initial Rate(s) for the Bonds; the duration of the Initial Rate Period(s); the Stepped Rate; the Maximum Rate; any optional and mandatory sinking fund redemption provisions; adjustments to the defeasance provisions; and all other matters relating to the issuance, sale and delivery of the Bonds, including without limitation, obtaining the Permanent School Fund Guarantee for the Bonds, if available, and/or procuring municipal bond insurance, and approving modifications to this Order provided that:

(i) the net effective interest rate or rates for the Initial Rate Period(s) (as the same may relate to one or more tranches, series or subseries of Bonds, as applicable and as determined by a Pricing Officer) shall not exceed the maximum amount authorized by Section 1204.006, Texas Government Code, as amended;

(ii) the Pricing Certificate for each series of Bonds issued shall indicate the amount of authorized but unissued new money bonds that remain available to the District from the applicable voted authorization following the issuance of the Bonds approved in the Pricing Certificate;

(iii) the Pricing Certificate for each series of Bonds issued shall indicate the amount of new money remaining under Section 2.01 of this Order, if any, following the issuance of such series of Bonds;

(iv) the final maturity of the Bonds shall be no later than 2/15/2047;

(v) the Stepped Rate shall not exceed 10.00%;

(vi) the authority conferred by this Section in connection with the execution of the Purchase Contract for the initial issuance of the Bonds shall expire at 11:59 p.m., Central time, one year from the date of this Order (the “Expiration Date”). Bonds sold pursuant to a Purchase Contract executed on or prior to the Expiration Date may be delivered after the Expiration Date.

(vii) the Bonds to be issued, prior to delivery must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

Any finding by the Pricing Officer relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Board.

Section 2.02. Date, Denomination Maturities, and Interest.

(a) The Bonds shall be dated the Dated Date. The Bonds shall be in fully registered form, without coupons, in Authorized Denominations, and the Initial Bonds shall each be numbered I-1 and the definitive Bonds shall be numbered separately from R-1 upward in order of their authentication. The Bonds shall mature on the dates and in the amounts set forth in the Pricing Certificate.

(b) Interest shall accrue on each Bond respectively until its maturity or prior redemption from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates per annum all as specified in Article III of this Order and shall be paid on each Interest Payment Date and such other dates on which interest is due and payable on the Bonds pursuant to the provisions of this Order. Interest on Bonds bearing interest at a Weekly Rate, Monthly Rate, Quarterly Rate or Flexible Rate will be calculated on the basis of a 365-day or 366-day year, as applicable, for the actual number of days elapsed. Interest on Bonds bearing interest at the Initial Rate or at a Semiannual Rate, Term Rate or Fixed Rate shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each. Interest on Purchased Bonds shall bear interest at the applicable Bank Rate and shall be calculated and payable as provided in Section 3.05 of this Order. Unless otherwise provided in the Pricing Certificate, interest on the Bonds bearing interest at the Stepped Rate will be calculated on the basis of a 365-day year or a 366-day year, as applicable, for the actual number of days elapsed.

Section 2.03. Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners appearing in the Register at the close of business on the Record Date.

(c) Other than as provided in Section 2.08 with respect to Bonds held in the Book-Entry Only System, principal and interest shall be paid (i) with respect to Bonds bearing interest at Flexible Rates or at a Weekly Rate, Monthly Rate or Quarterly Rate, by

federal funds by wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, and otherwise by check dated the Interest Payment Date and mailed by first class mail, and (ii) with respect to Bonds bearing interest at the Initial Rate, Term Rate, Semiannual Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar at the request of and at the risk and expense of the Owner.

(d) The principal of each Bond shall be paid to the Owners when due, whether at the maturity date or the date of prior redemption, only upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.

(e) If the date for the scheduled payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day and payment on such date shall for all purposes be deemed to have been made on the due date thereof and no interest shall accrue on such payments in the interim.

(f) Unless otherwise provided in this Order, in the event that the day on which any act or function is to be performed or done is not a Business Day, such act or function shall be performed or done on the next succeeding Business Day. For purposes of illustration and without limiting the generality of the foregoing, in the event any mandatory tender date or Conversion Date established by the provisions of this Order for any Bond is not a Business Day, the respective mandatory tender and/or conversion of the Rate Period for such Bond, as applicable, shall occur on the next succeeding Business Day, and the Rate Period then in effect for such Bond shall be deemed to have been extended to end on the day immediately preceding such Business Day established for the performance of such mandatory tender and/or conversion of such Bond.

(g) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(h) Unclaimed Payments that remain unclaimed by the Owners for ninety (90) days after the applicable payment or redemption date shall be held in trust, uninvested by the Paying Agent/Registrar or Tender Agent, as applicable, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be reported and disposed of by the Paying Agent/Registrar or Tender Agent, as applicable in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.04. Execution and Registration of Bonds.

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

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

(c) Except for the Initial Bonds, which need not be authenticated if such Initial Bonds bear the executed Certificate of Registration by the Comptroller of the State, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar.

(d) On the Issuance Date, one Initial Bond representing the aggregate principal amount of each series, subseries or tranche of the Bonds having the same Initial Rate Period and Initial Rate, payable to the Underwriter, or its designee, executed by the manual or facsimile signature of the President or Vice President and Secretary of the Board, approved by the Attorney General of the State, and registered by the Comptroller of Public Accounts of the State by registration certificate attached or affixed thereto, will be delivered to the Underwriter or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver definitive Bonds to DTC in exchange therefor, registered in the name of Cede & Co., as nominee of DTC, as set forth in Section 2.07. The District and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate DTC's Book-Entry Only System. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 2.05. Ownership.

(a) The District, the Paying Agent/Registrar, the Tender Agent and any other person may treat the person whose name appears in the Register as the registered owner of any Bond as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (except interest shall be paid to the person in whose name the Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and none of the District, the Paying

Agent/Registrar or the Tender Agent shall be bound by any notice or knowledge to the contrary.

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

Section 2.06. Registration, Transfer, and Exchange.

(a) While any Bonds remain Outstanding, the District shall cause the Paying Agent/Registrar to keep the Register, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall record the names and addresses of the Owners of the Bonds and information relating the payment and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the designated trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

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

(f) Following the Fixed Rate Conversion Date for any Bond, neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any such Bond called for redemption prior to maturity, in whole or in part, within thirty (30) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 2.07. Book-Entry Only System.

(a) The definitive Bonds of each series, subseries or tranche, shall be initially issued in the form of a single fully registered Bond for each Initial Rate Period and bearing interest at the same Initial Rate. Upon initial issuance, the ownership of such definitive

Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.09 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation with respect to

(i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

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

(d) The Representation Letter previously executed and delivered by the District and applicable to the District's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 2.08. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Order to the contrary, while any Bonds are registered in the name of Cede & Co.,

as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

Section 2.09. Successor Securities Depository; Transfer Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 2.10. Variable Rate and Flexible Rate Bonds Held in Book-Entry Only System. This Section 2.10 shall apply with respect to tenders and purchases of Variable Rate and Flexible Rate Bonds held in the Book-Entry Only System. The Remarketing Agent will transfer proceeds from the remarketing of tendered Variable Rate or Flexible Rate Bonds directly to DTC to be distributed in accordance with DTC's normal procedures. Evidence of beneficial ownership in Variable Rate or Flexible Rate Bonds purchased with such remarketing proceeds shall be provided to the purchasers thereof according to DTC's normal procedures. To the extent the Remarketing Agent is unable to successfully remarket tendered Variable Rate or Flexible Rate Bonds, and the Purchase Price thereof shall have been paid pursuant to a Liquidity Facility, then upon the Bank's purchase of such Variable Rate or Flexible Rate Bonds, such Purchased Bonds shall be transferred to the DTC Participant account of the Bank or, if directed in writing by the Bank, to the DTC Participant account of the Tender Agent or other nominee or designee of the Bank, for the benefit of the Bank as beneficial owner of such Purchased Bonds, at the time and in the manner set forth in the Liquidity Facility. The Remarketing Agent shall continue its attempts to remarket the Purchased Bonds pursuant to the provisions of this Order and the Remarketing Agreement.

Section 2.11. Cancellation. All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be canceled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall treat such canceled Bonds in accordance with its document retention policies.

Section 2.12. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not

contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Paying Agent/Registrar shall deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

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

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

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

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

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

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

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

Section 2.13. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Costs of Credit Agreements, if any, are unpaid or the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the District at a rate sufficient, without limit as

to rate or amount, to pay the principal of and interest on the Bonds when due and payable and the Costs of Credit Agreements, if any, incurred in connection with the Bonds when due and payable, full allowance being made for delinquencies and costs of collection taking into account otherwise unencumbered or lawfully available funds of the District that are on deposit in the Interest and Sinking Fund and are available to pay debt service on the Bonds and the Costs of Credit Agreements, using the following guidelines: (i) if the interest rate on the Bonds for all or a portion of the period for which taxes are then being assessed is not then known, and only if no “Event of Default” (as defined in the Liquidity Facility, if any) has occurred, for the period that the interest rate on the Bonds is not known, using an interest rate on the Bonds equal to the rate prescribed in a then-effective Liquidity Facility, if any, to apply during such time or, if no Liquidity Facility is in effect, using the Maximum Rate, and (ii) using the actual interest rate on the Bonds for the period that the actual interest rate on the Bonds is known. If an “Event of Default” (as defined in the Liquidity Facility, if any) has occurred, the District will assume that the interest rate on the Bonds is the Maximum Rate.

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

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds and the Costs of Credit Agreements, if any, and other costs related to the Bonds when and as due and payable in accordance with their terms and this Order.

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

(e) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the Interest and Sinking Fund when it sets its debt service tax rate each year.

Section 2.14. Interest and Sinking Fund.

(a) The District hereby establishes a special fund(s) or account(s), to be designated the “Richardson Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, [series designation assigned to the Bonds in the Pricing Certificate] Interest and Sinking Fund,” (or as otherwise designated in the Pricing Certificate) (the “Interest and Sinking Fund”) said fund(s) to be kept at an official

depository bank of the District and established and maintained on the books and records of the District separate and apart from all other funds and accounts of the District.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable and the Costs of Credit Agreements, if any, incurred in connection with the Bonds in accordance with their terms and this Order.

Section 2.15. Application of Chapter 1208, Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 2.13, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the District under Section 2.13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds and the Bank or any other provider of Credit Agreements relating to the Bonds the perfection of a security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III INTEREST RATES ON BONDS

Section 3.01. Initial Interest Rates; Subsequent Interest Rates; No Liquidity Facility During Initial Rate Period. The Bonds shall bear interest at the Initial Rate(s) for the Initial Rate Period(s) set forth in the Pricing Certificate. Following the end of the Initial Rate Period(s), the Bonds shall be subject to mandatory tender for purchase on the date(s) set forth in the Pricing Certificate, without right of retention by the Owners, in accordance with the provisions of Section 4.08. After the Initial Rate Period, the Bonds shall be converted to bear interest in a different Rate Period as determined in accordance with the provisions of this Order, until the Bonds mature or are converted to a different Rate Period, as applicable, all as provided herein. Notwithstanding the foregoing, if the Remarketing Agent fails to remarket all of the Bonds on the mandatory tender date(s) following the end of the Initial Rate Period(s) resulting in the Owners thereof retaining the Bonds subsequent to the end of the Initial Rate Period, the Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period, all as set forth in Section 4.08 of this Order. No Liquidity Facility shall be in effect during the Initial Rate Period. In addition and notwithstanding the foregoing or the provisions of Section 3.04 of this Order, the Pricing Officer may initially designate one or more maturities of Bonds as fixed rate Bonds as set forth in the Pricing Certificate. Bonds designated as fixed rate Bonds in the Pricing Certificate shall bear interest at the fixed rate designated therein until maturity or prior redemption as specified in the Pricing Certificate. No Opinion of Bond Counsel is required prior to or in conjunction with a conversion from the Initial Rate Period to a Term Rate Period (being a Term Rate Conversion Date).

Section 3.02. Variable Rates; Conversions to Variable Rate Periods.

(a) Determination by Remarketing Agent. Subject to the further provisions of this Article III with respect to particular Variable Rates or conversions between or to

Variable Rate Periods, the Variable Rate to be applicable to the Bonds during any Variable Rate Period shall be determined by the Remarketing Agent. The Remarketing Agent shall determine the Variable Rate on each Rate Determination Date in accordance with this Section 3.02. The Variable Rate so determined shall become effective on the first day of the next succeeding Variable Rate Period.

(i) In each case, the Variable Rate for the Variable Rate Period in question shall be determined by the Remarketing Agent on the Rate Determination Date required pursuant to Section 3.02(b), (c), (d), (e), or (f) below, as is applicable.

(ii) Each Variable Rate determined by the Remarketing Agent shall be the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause the Bonds to have a market value equal to not less than 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date, provided that, and except as otherwise expressly provided herein, (A) if the Remarketing Agent fails for any reason to determine or notify the Tender Agent or the Paying Agent/Registrar of the Variable Rate for any Variable Rate Period when required hereunder, the Variable Rate for such period shall be deemed to be determined as the Variable Rate then in effect until the Remarketing Agent determines a new Variable Rate and notifies the Tender Agent and the Paying Agent/Registrar of such rate in accordance with the provisions of this Order; and (B) in no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate.

(iii) In determining the interest rates, the Remarketing Agent shall take into account to the extent applicable market interest rates and indices, general economic conditions, and general market conditions as they relate to comparable securities which are held by institutional and private investors with substantial portfolios (1) with a term equal to the applicable Rate Period for the Bonds; (2) the interest on which is exempt from federal income taxation; (3) rated, if the Bonds are rated, by a Rating Agency in the same rating category as the Bonds; (4) with security or credit support similar to the Bonds; and (5) with redemption provisions similar to those of the Bonds.

(iv) All determinations of Variable Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, any Bank, and the Owners of the Bonds to which such rates are applicable. The District, the Tender Agent, the Paying Agent/Registrar and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required herein or for failure of any Owners to receive such notice.

(b) Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Thursday of each week and end on Wednesday of the following week; except that in the case of a

conversion to a Weekly Rate Period from a different Variable Rate Period or from a Flexible Rate Period, the initial Weekly Rate Period shall (A) commence on the Weekly Rate Conversion Date, and (B) end on the next succeeding Wednesday.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such Weekly Rate Period and shall remain in effect through and including the last day thereof. Each such Weekly Rate shall be determined by the Remarketing Agent by 12:00 p.m., New York City time on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and each such Weekly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Weekly Rates determined for each Weekly Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry Only System is discontinued, notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate is to be paid. The Paying Agent/Registrar shall include in the notice a telephone number Owners may call to ascertain the Weekly Rate in effect from time to time.

(c) Monthly Rates. A Monthly Rate shall be determined for each Monthly Rate Period as follows:

(i) Monthly Rate Periods shall (A) commence on the first Business Day of each calendar month, except that in the case of a conversion to a Monthly Rate Period from a different Variable Rate Period or from a Flexible Rate Period, the initial Monthly Rate Period shall commence on the Monthly Rate Conversion Date, and (B) end on the last day prior to the first Business Day of the following month.

(ii) The Monthly Rate for each Monthly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Each such Monthly Rate shall be determined by the Remarketing Agent no later than 12:00 p.m., New York City time on the Rate Determination Date, which shall be the Business Day immediately preceding the commencement date of such Monthly Rate Period, and each such Monthly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Monthly Rates determined for each Monthly Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry Only System is discontinued, notice of Monthly Rates determined for each Monthly Rate Period shall be given by the

Paying Agent/Registrar by first-class mail or by electronic means to each Owner promptly after such Monthly Rate is determined.

(d) Quarterly Rates. A Quarterly Rate shall be determined for each Quarterly Rate Period as follows:

(i) Quarterly Rate Periods shall (A) commence initially on a Quarterly Rate Conversion Date and thereafter on the first Business Day of each third calendar month thereafter; and (B) end on the last day preceding either (i) the commencement date of the following Quarterly Rate Period or (ii) the Conversion Date on which a different Rate Period shall become effective.

(ii) The Quarterly Rate for each Quarterly Rate Period shall be effective from and including the commencement day of such period and shall remain in effect through and including the last date thereof. Each such Quarterly Rate shall be determined by the Remarketing Agent not later than 12:00 p.m., New York City time, on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of such period, and each Quarterly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Quarterly Rates determined for each Quarterly Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry Only System is discontinued, notice of Quarterly Rates determined for each Quarterly Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner promptly after such Quarterly Rate is determined.

(e) Semiannual Rates. A Semiannual Rate shall be determined for each Semiannual Rate Period as follows:

(i) Semiannual Rate Periods shall (A) commence initially on a Semiannual Rate Conversion Date and thereafter on the first day of each sixth calendar month thereafter; and (B) end on the last day preceding either (i) the commencement date of the following Semiannual Rate Period or (ii) the Conversion Date on which a different Rate Period shall become effective.

(ii) The Semiannual Rate for each Semiannual Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Each such Semiannual Rate shall be determined by the Remarketing Agent not later than 12:00 p.m., New York City time, on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of such period, and each such Semiannual Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Semiannual Rates determined for each Semiannual Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry Only System is discontinued, notice of Semiannual Rates determined for each Semiannual Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner promptly after such Semiannual Rate is determined.

(f) Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall (A) commence on each Term Rate Conversion Date, and (B) end on the date established by the District as the last day for each such Term Rate Period pursuant to Section 3.02(f)(ii); provided, however, that each Term Rate Period shall be at least nine (9) months in duration; provided further, that in the event any Conversion Date established pursuant to the provisions of this Order in connection with a conversion from a Term Rate Period is not the day that immediately succeeds the last day of the then-expiring Term Rate Period, the duration of the then-expiring Term Rate Period shall be deemed to have been extended to end on the day immediately preceding such Conversion Date; provided further, that if the District elects to obtain a Liquidity Facility for the Bonds in connection with such Term Rate Period, the Term Rate Period for such Bonds shall end on a Business Day that is not less than five (5) days prior to the stated expiration date of the Liquidity Facility providing liquidity support for such Bonds.

(ii) Prior to the commencement of each Term Rate Period, the District shall determine the last day of each such Term Rate Period; provided, that the duration of each such Term Rate Period complies with Section 3.02(f)(i) above. The District shall give written notice of such duration of each Term Rate Period to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank, if any, in accordance with Section 3.02(g)(ii) and 3.02(h)(ii), as applicable.

(iii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of each such Term Rate Period and shall remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period not later than 12:00 p.m., New York City time on the Rate Determination Date, which date shall be a Business Day not less than one (1) Business Day preceding the commencement date of such Term Rate Period, and each such Term Rate shall be made available to the Paying Agent/Registrar, the Bank, if any, and the Tender Agent by the Remarketing Agent, in consultation with the District, by the close of business on the Rate Determination Date. If, at the expiration of the then-applicable Term Rate Period, there does not exist a Liquidity Facility providing liquidity support for such Bonds and there occurs a failed conversion and remarketing of the type described in Section 4.03(g), then such Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period in accordance with, and shall be subject to, the provisions of Section 4.03(g).

(iv) While the Bonds bear interest at a Term Rate, the District shall use its best efforts to take all such actions required by this Order to be performed by the District to cause such Bonds to be converted to a different Rate Period (including to a Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) on the first Business Day immediately following the last day of the then-expiring Term Rate Period. If there is a Liquidity Facility then in effect providing liquidity support for such Bonds to be converted from a Term Rate Period to a different Rate Period, then such Bonds are subject to mandatory tender for purchase on the Conversion Date pursuant to Section 4.03(a), Section 4.03(b) or Section 4.04(a), as applicable. If there does not exist a Liquidity Facility providing liquidity support for such Bonds to be converted from a Term Rate Period to a different Rate Period (and there was no Liquidity Facility in effect for such Bonds upon commencement of the then-expiring Term Rate Period), then such Bonds are subject to mandatory tender for purchase on the Conversion Date pursuant to Section 4.03(g).

(g) Conversions To or Between Variable Rate Periods. At the option of the District, and pursuant to an order of the Board, the Bonds may be converted from one Variable Rate Period to a different Variable Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period). Any such conversion shall be accomplished as follows:

(i) The Conversion Date for a conversion from one Variable Rate Period to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided, however, that if the conversion is from a Term Rate Period to a different Variable Rate Period (including a conversion from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period), the Variable Rate Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period; provided further, that Purchased Bonds or Bonds bearing interest at a Stepped Rate may be converted to a different Variable Rate Period on any Business Day. The Variable Rate Conversion Date for a conversion from an Initial Rate Period to a different Variable Rate Period shall be the Business Day immediately following the end of such Initial Rate Period or such other date as may be established in accordance with Section 4.08 hereof.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank (if any) not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the conversion will be made, and in the case of conversion to a Term Rate Period (including any conversion from a Term Rate Period to a new Term Rate Period of the same or different duration as the then-expiring Term Rate Period), the last day of such new Term Rate Period. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(iii) Not less than twenty (20) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.02(g)(ii) above; and

(B) set forth the matters required to be stated pursuant to Section 4.03(d).

(iv) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Section 3.02(a) above on the date set forth in Section 3.02(b), (c), (d), (e) or (f) above, whichever is applicable to the Variable Rate Period to which the conversion shall be made.

(v) Any conversion pursuant to this Section 3.02 shall be subject to the condition that the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required by Section 3.02(g)(ii) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the same Rate Period; provided, however, that if the existing Rate Period for such Bonds is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of then-expiring Term Rate Period), then such Bonds shall be subject to the provisions of Section 4.03(g) or Section 4.08, as applicable.

(vi) In the event the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.02(g)(v), the following provisions shall apply:

(A) if the existing Rate Period of the Bonds to be converted is a Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period, or Semiannual Rate Period then (I) the conversion shall not occur and such Bonds shall remain in the same Rate Period, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, (III) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (IV) the Paying Agent/Registrar shall give notice on the proposed Conversion Date to the Owners of such Bonds stating that the mandatory tender and conversion did not occur because the conditions to such conversion were not satisfied in accordance with the terms of this Order; or

(B) if the existing Rate Period of the Bonds to be converted is a Term Rate Period (for which a Liquidity Facility is then in effect providing liquidity support for such Bonds), then (I) the conversion shall not occur, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, and (III) such Bonds shall be subject to mandatory tender pursuant to Section 4.03(a); or

(C) if the existing Rate Period of the Bonds to be converted is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then the conversion shall not occur and the provisions of Section 4.03(g) or Section 4.08, as applicable, shall apply to such failed conversion.

(h) Conversions to Variable Rate Period from Flexible Rate Period. At the option of the District, and pursuant to an order of the Board the Bonds may be converted from a Flexible Rate Period to a Variable Rate Period (other than the Initial Rate Period). To accomplish the proposed conversion, the District shall give written notice of the proposed conversion pursuant to Section 3.02(h)(ii) together with a copy of the Opinion of Bond Counsel. The conversion shall be accomplished as follows:

(i) The Conversion Date shall be both (A) the first Business Day of a calendar month, and (B) the last Interest Payment Date on which interest is payable for any Flexible Rate Periods theretofore established for the Bonds to be converted pursuant to Section 3.03.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank, if any, in the manner and at the times prescribed by Section 3.02(g)(ii).

(iii) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established in accordance with the applicable subsection of Section 3.02, and notice of such conversion shall be given to the Owners in the same manner as is provided for conversions from one Variable Rate Period to another Variable Rate Period pursuant to Section 3.02(g)(iii) above.

(iv) Notwithstanding the foregoing, no conversion shall be effected pursuant to this Section 3.02(h) unless the Paying Agent/Registrar shall have received (A) on or before five (5) days prior to the date on which such notice is required to be given to the Owners, written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Period extending beyond the Conversion Date and, (B) an Opinion of Bond Counsel (which opinion shall be confirmed on the Variable Rate Conversion Date). If such Remarketing Agent confirmation or Opinion of Bond Counsel is not delivered by the required time set forth above, the conversion shall not occur the

Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the Flexible Rate Period.

(v) If the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.02(h)(iv), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(i) On any Conversion Date, in accordance with all applicable law, the District reserves the right to divide the Bonds into two or more subseries. All Bonds of a particular series or subseries shall bear interest in the same Rate Period, provided that, any Bond of a particular series or subseries may bear interest at a Flexible Rate for a Flexible Rate Period different from any other Bond in accordance with Section 3.03(a).

Section 3.03. Flexible Rates; Conversions to Flexible Rate Periods.

(a) Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows:

(i) The Flexible Rate Period for each Bond shall be of such duration, not less than 7 days and not exceeding 270 days, as may be determined by the Remarketing Agent pursuant to Section 4.02 or 4.03 and any Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other Bond; provided that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date), and (B) end on a day which is a Business Day not less than five (5) days prior to the stated expiration date of any Liquidity Facility providing liquidity support for such Bonds. All determinations of Flexible Rate Periods pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, the Bank, and the Owners of the Bonds to which such Flexible Rate Periods are applicable. Each Flexible Rate Period shall be made available to the Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent including but not limited to via electronic means by 12:00 p.m. on its Rate Determination Date.

(ii) The Flexible Rate for each Flexible Rate Period shall be effective from and including the commencement date of such Flexible Rate Period through and including the last day thereof. Each such Flexible Rate shall be determined by the Remarketing Agent in connection with the sale of the Bond or Bonds to which it relates pursuant to Section 4.02 or 4.03. Flexible Rates shall be determined for the Bonds no later than 12:00 p.m. New York City time on the Rate Determination Date, which shall be the day immediately preceding the commencement date of each Flexible Rate Period with respect to such Bond, by the Remarketing Agent in connection with the remarketing of the Bonds at a rate or rates which, in the judgment of the Remarketing Agent, would cause such Bond to have a market value equal to not less than 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions, provided, however, that such Flexible Rate

shall never exceed the Maximum Rate. All determinations of Flexible Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, the Bank, and the Owners of the Bonds to which such rates are applicable. Each Flexible Rate shall be made available to the Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent including but not limited to via electronic means by 12:00 p.m. on its Rate Determination Date.

(b) Conversions to Flexible Rate Periods. At the option of the District, and pursuant to an order of the Board, the Bonds may be converted from a Variable Rate Period to Flexible Rate Periods; provided, however, that the stated expiration date of a Liquidity Facility providing liquidity support for such Bonds shall be a day that is not less than five (5) days after the last day of each Flexible Rate Period, the Liquidity Facility shall provide an interest commitment as necessary to accommodate the number of days of each Flexible Rate Period, and notice of such conversion will be provided to the Rating Agency not less than 30 days prior to the Flexible Rate Conversion Date. The conversion shall be accomplished as follows:

(i) The Flexible Rate Conversion Date for a conversion from a Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided, however, that in the event the conversion is from a Term Rate Period, the Flexible Rate Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period; provided further, that Purchased Bonds or Bonds bearing interest at a Stepped Rate may be converted to a Flexible Rate Period on any Business Day. The Flexible Rate Conversion Date for a conversion from an Initial Rate Period to a Flexible Rate Period shall be the Business Day immediately following the end of such Initial Rate Period or such other date as may be established in accordance with Section 4.08 hereof.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent the Remarketing Agent and the Bank not less than thirty (30) days prior to the proposed Flexible Rate Conversion Date. Such notice shall specify the proposed Flexible Rate Conversion Date and the Flexible Rate Period or Periods to which the conversion will be made. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(iii) Not less than twenty (20) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owners of the Bonds. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.03(b)(ii) above, and

(B) set forth the matters required to be stated pursuant to Section 4.03(d) with respect to purchases of Bonds governed by such Section.

(iv) The Flexible Rate or Rates for the Flexible Rate Period or Periods commencing on the Flexible Rate Conversion Date shall be determined by the Remarketing Agent in the manner and on the date provided in Section 3.03(a) above.

(v) Any conversion pursuant to this Section 3.03(b) shall be subject to the condition that the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required in Section 3.03(b)(ii) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Flexible Rate Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the same Variable Rate Period; provided, however, that if the existing Rate Period for such Bonds is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Bonds), then such Bonds shall be subject to the provisions of Section 4.03(g) or Section 4.08, as applicable.

(vi) In the event the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Flexible Rate Conversion Date pursuant to Section 3.03(b)(v), the following provisions shall apply:

(A) if the existing Rate Period of the Bonds to be converted is a Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period or Semiannual Rate Period, then (I) the conversion shall not occur and such Bonds shall remain in the same Rate Period, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, (III) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (IV) the Paying Agent/Registrar shall give notice on the proposed Flexible Rate Conversion Date to the Owners of such Bonds stating that the mandatory tender and conversion did not occur because the conditions to such conversion were not satisfied in accordance with the terms of this Order; or

(B) if the existing Rate Period of the Bonds to be converted is a Term Rate Period (for which a Liquidity Facility is then in effect providing liquidity support for such Bonds), then (I) the conversion shall not occur, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, and (III) such Bonds shall be subject to mandatory tender in accordance with Section 4.03(b); or

(C) if the existing Rate Period of the Bonds to be converted is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then the conversion shall not occur and the provisions of

Section 4.03(g) or Section 4.08, as applicable, shall apply to such failed conversion.

Section 3.04. Fixed Rate Conversion at Option of the District.

(a) At the option of the District, and pursuant to an order of the Board, the Bonds bearing interest at a Variable Rate (including an Initial Rate), Flexible Rate or Stepped Rate may be converted in whole or in part to a Fixed Rate or Rates to their maturity or prior redemption. In the event of a conversion of less than 100% of all Outstanding Bonds to a Fixed Rate pursuant to this Section, the Paying Agent/Registrar shall, at the direction of the District, select the Bonds to be converted to a Fixed Rate, assuming the Bonds then Outstanding are each in a minimum Authorized Denomination; provided, however, that in the event of a conversion of less than 100% of all Outstanding Bonds, Purchased Bonds, if any, and Bonds bearing interest at the Stepped Rate, if any, shall be converted prior to any other Bonds, and Purchased Bonds, if any, shall be converted prior to any Bonds bearing interest at the Stepped Rate. In connection with any such conversion, the District reserves the right to divide the Bonds into two or more subseries as provided in Section 3.02(i).

(b) In determining the Fixed Rate, the Remarketing Agent, in consultation with the District, shall take into account to the extent applicable (i) market interest rates for comparable securities which are held by institutional and private investors with substantial portfolios (A) with terms equal to the periods to maturity remaining on the Bonds, (B) the interest on which is exempt from federal income taxation, (C) rated, if the Bonds are rated, by a Rating Agency in the same rating category as the Bonds, (D) with security or credit support similar to the Bonds, and (E) with redemption provisions similar to those of the Bonds; (ii) other financial market rates and indices which have a bearing on the fixed rate (including but not limited to rates borne by general obligation bonds, United States Treasury obligations, commercial bank prime rates, certificate of deposit rates, federal funds rates, indices maintained by The Bond Buyer, and other publicly available tax-exempt interest rate indices); (iii) general financial market conditions (including current forward supply); and (iv) industry, economic, or financial conditions which may affect or be relevant to the Bonds.

Any such conversion shall be made as follows:

(c) The Fixed Rate Conversion Date for a conversion from a Variable Rate Period or a Flexible Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made or an Interest Payment Date on which interest is payable for all Bonds to be converted which are bearing interest at a Flexible Rate; provided, however, that if the conversion is from a Term Rate Period, the Fixed Rate Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period; provided further, that Purchased Bonds or Bonds bearing interest at a Stepped Rate may be converted to a Fixed Rate or Rates on any Business Day. The Fixed Rate Conversion Date for a conversion from an Initial Rate Period to a Fixed Rate Period shall be the Business Day immediately

following the end of such Initial Rate Period or such other date as may be established in accordance with Section 4.08 hereof.

(d) (i) The District shall give written notice of any such conversion to the Remarketing Agent, the Paying Agent/Registrar, the Tender Agent and the Bank, if any, not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date, the conditions (if any) to the conversion, the consequences of such conditions not being fulfilled and the principal amount of Bonds to be converted.

(ii) Not less than fifteen (15) days prior to the Fixed Rate Conversion Date, the Paying Agent/Registrar shall send (by first class mail or other customary means) a written notice of the conversion to the Owners of all Bonds to be converted, setting forth the matters required to be stated pursuant to Section 3.04(e).

(e) Notice of conversion shall be given by first class mail or by other customary means by the Paying Agent/Registrar to each Rating Agency and the Owners of all Bonds to be converted. Such notice shall inform the Owners of:

(i) the proposed Fixed Rate Conversion Date;

(ii) the conditions to the conversion and the consequences of such conditions not being fulfilled pursuant to Section 3.04(g) below; and

(iii) the matters required to be stated pursuant to Section 4.04(b) with respect to purchases of Bonds governed by such Section.

(f) Not later than 12:00 p.m., New York City time, on or before the seventh (7th) Business Day prior to the Fixed Rate Conversion Date, the Remarketing Agent shall, in consultation with and subject to the approval of the District, determine the Fixed Rate or Rates (not in excess of the Maximum Rate) for the Bonds which will cause the Bonds to have a market value equal to the principal amount thereof; provided, however, the market value of the Bonds may exceed par for the purpose of obtaining the lowest reoffering yield to the District and to pay remarketing costs, but the tendering Owners will only receive the Purchase Price of the tendered Bonds. The Bonds shall have the redemption dates and prices determined pursuant to Section 3.04(h) hereof, and the Remarketing Agent shall make the Fixed Rate or Rates available to the Paying Agent/Registrar, including but not limited to via electronic means, on the date of determination. Each maturity of the Bonds may have a different Fixed Rate but there shall be only one Fixed Rate per maturity. Promptly after the date of determination, the Paying Agent/Registrar shall give notice of such Fixed Rate or Rates by first class mail to the Tender Agent and the Bank, if any.

(g) Any conversion to a Fixed Rate pursuant to this Section 3.04 shall be subject to the following conditions:

(i) on or before the Fixed Rate Conversion Date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the Fixed Rate Conversion Date, sufficient funds shall be available to purchase Bonds which are then required to be purchased pursuant to Section 4.04.

If the foregoing conditions are not met for any reason, the following provisions shall apply:

- (i) if the existing Rate Period of the Bonds to be converted is a Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period or Semiannual Rate Period, then (A) the conversion shall not occur and such Bonds shall remain in the same Rate Period, (B) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, (C) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (D) the Paying Agent/Registrar shall give prompt notice (not later than the proposed Fixed Rate Conversion Date) to the Owners of such Bonds stating that the mandatory tender and conversion did not occur because the conditions to such conversion were not satisfied in accordance with the terms of this Order; or
- (ii) if the existing Rate Period of the Bonds to be converted is a Flexible Rate Period or a Term Rate Period (for which a Liquidity Facility is then in effect providing liquidity support for such Bonds), then (A) the conversion shall not occur, (B) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, and (C) such Bonds shall be subject to mandatory tender in accordance with Section 4.02 or Section 4.04(a), as applicable; or
- (iii) if the existing Rate Period of the Bonds to be converted is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then the conversion shall not occur and the provisions of Section 4.03(g) or Section 4.08, as applicable, shall apply to such failed conversion.

(h) Unless the second sentence under this Section 3.04(h) applies, the Bonds converted to a Fixed Rate on a Fixed Rate Conversion Date shall mature, be subject to redemption and have the same terms and features as set forth in Section 2.02 and Section 5.03 hereof. Notwithstanding the previous sentence, in connection with a conversion to a Fixed Rate, the District may elect, at its sole option, to provide for serial or term maturities, revised redemption provisions and other terms to be applicable to the Bonds on and after the Fixed Rate Conversion Date. If the District so elects, the serial or term maturities for the Bonds converted to a Fixed Rate shall be determined on the basis of providing similar relative principal and interest payments on such Bonds, including the principal payment schedule set forth in Section 5.03 (after giving pro rata effect for any prior sinking fund redemptions of the Bonds, if any, not then converted to a Fixed Rate), commencing in the fiscal year in which the conversion occurs, and any revised redemption provisions shall provide for such Fixed Rate Bonds to be subject to optional redemption in whole or in part

without premium on the redemption date, which shall be set at the lesser of (i) 10 years from the February 15 or August 15 next preceding the Fixed Rate Conversion Date, or (ii) 55% of the term of the Bonds, rounded to the nearest February 15 or August 15, remaining at the time of conversion. If the principal payment schedule for the Bonds established by the District pursuant to this Section 3.04(h) is not substantially similar to the principal payment schedule set forth in Section 5.03, at the time of the conversion the District must be able to demonstrate that the District has the projected ability to pay the principal and interest on the Bonds after the conversion in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at the time of the conversion.

Section 3.05. Interest on Purchased Bonds.

(a) Purchased Bonds shall bear interest, for each day elapsed, from and including the date they become Purchased Bonds to and including the day preceding the date they cease to be Purchased Bonds, at the Bank Rate. If at any time or times the Bank Rate would exceed the Maximum Rate, the rate of interest to accrue on the unpaid principal balance of the Purchased Bonds during all such times shall be limited to the Maximum Rate; provided, however, that if at any time the Bank Rate shall exceed the Maximum Rate, then any subsequent reduction below the Maximum Rate in the Bank Rate to be paid hereunder will not effect a reduction in such rate below the Maximum Rate until the total amount of interest accrued on the unpaid principal balance of the Purchased Bonds equals the amount of interest which would have accrued if the Bank Rate (without giving effect to this Section 3.05) had at all times been in effect. The District shall pay such interest based on a certificate from the Bank stating the amount of interest to be paid.

(b) Interest on Purchased Bonds shall accrue at the Bank Rate calculated and computed in accordance with the provisions of the Liquidity Facility and shall be payable (i) on each Interest Payment Date and (ii) upon the remarketing or sale of each Purchased Bond pursuant to this Order, with the difference between the Bank Rate relating to the Purchased Bonds so remarketed or so sold, as the case may be, and the rate borne by the Bonds and payable to other Owners, being an obligation of the District to the Bank with respect to the Purchased Bonds.

**ARTICLE IV
TENDER AND PURCHASE OF BONDS**

Section 4.01. Optional Tenders During Certain Variable Rate Periods.

(a) Purchase Dates. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, the Owners of such Bonds bearing interest at Variable Rates (other than an Initial Rate or a Term Rate) may elect to have their Bonds (or portions thereof in Authorized Denominations) purchased at the Purchase Price on the following purchase dates and upon the giving of written notice meeting the requirements of this subsection (a) and subsection (b) below:

(i) Bonds bearing interest at a Weekly Rate may be tendered for purchase at the Purchase Price, payable in immediately available funds, on any

Thursday, or if such Thursday is not a Business Day, on the next following Business Day, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day that is not less than seven (7) calendar days prior to the purchase date stated in such notice.

(ii) Bonds bearing interest at a Monthly Rate, Quarterly Rate or Semiannual Rate may be tendered for purchase on any Interest Payment Date for such Bonds at the Purchase Price, payable in immediately available funds, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day that is not less than seven (7) Business Days prior to the purchase date stated in such notice.

(iii) [Reserved.]

(iv) [Reserved.]

(v) For the avoidance of doubt, Bonds bearing interest at (1) an Initial Rate, (2) a Term Rate, or (3) a Stepped Rate, are not subject to optional tender at the election of the Owners thereof.

(b) Notice of Optional Tender. Each notice of optional tender:

(i) shall be delivered to the Tender Agent at its designated office and be in form satisfactory to the Tender Agent;

(ii) shall state (A) the principal amount and the bond number (if not held in a Book-Entry Only System) of the Bond to which the notice relates, (B) that the Owner irrevocably demands purchase of such Bond or a specified portion thereof in an amount equal to an Authorized Denomination, (C) the date on which such Bond or portion thereof is to be purchased, and (D) payment instructions with respect to the Purchase Price; and

(iii) shall automatically constitute (A) an irrevocable offer to tender the Bond (or the specified portion thereof) to which the notice relates on the purchase date, at the Purchase Price, (B) an irrevocable authorization and instruction to the Tender Agent to effect transfer of such Bond (or the specified portion thereof) upon payment of the Purchase Price to the Tender Agent on the purchase date, (C) an irrevocable authorization and instruction to the Tender Agent to effect the exchange of the Bond to be purchased in whole or in part for other Bonds in an equal aggregate principal amount so as to facilitate the sale of such Bond (or the specified portion thereof), (D) an acknowledgment that such Owner will have no further rights with respect to such Bond (or the specified portion thereof) upon payment of the Purchase Price thereof to the Tender Agent on the purchase date, except for the right of such Owner to receive such Purchase Price upon surrender of such Bond to the Tender Agent, and (E) an acknowledgement that if the Owner fails to tender such Bond for purchase on the Purchase Date, such untendered Bond shall be deemed tendered, shall cease to bear interest and shall be outstanding for the sole purpose of receiving the Purchase Price upon delivery thereof to the Tender Agent.

The determination of the Tender Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Owner. The Tender Agent may waive nonconforming tenders. The Tender Agent shall promptly, and in no event later than the close of business on the next succeeding Business Day, electronically transmit a copy of any notice received pursuant to this Section 4.01 to the Remarketing Agent and the Bank.

(c) Remarketing of Tendered Bonds. The Remarketing Agent shall offer for sale and use its best efforts to remarket all Bonds or portions thereof for which notice of tender has been received pursuant to Section 4.01(b) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price for tendered Bonds by the Remarketing Agent to the Tender Agent (in exchange for new registered Bonds) in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date. Notwithstanding the foregoing, the Remarketing Agent shall not remarket any Bond for which a notice of conversion from one type of Variable Rate Period to another, from or to Flexible Rate Periods, or to a Fixed Rate Period has been given by the Paying Agent/Registrar unless the Remarketing Agent receives written acknowledgment from the person to whom the Bond is being remarketed of the conversion.

(d) Purchase of Tendered Bonds.

(i) Notice. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of tendered Bonds, the Remarketing Agent shall give notice by telephone, telegram, telecopy, time-sharing terminal, telex, facsimile transmission, or other similar communication to the Tender Agent of the principal amount of tendered Bonds which were not remarketed. Not later than 4:00 p.m., New York City time, on the date of receipt of such notice, the Tender Agent shall give notice by telephone, telegram, telecopy, facsimile transmission, electronic mail, or other similar communication to the Pricing Officer, the Bank and the Paying Agent/Registrar specifying the principal amount of tendered Bonds which have not been remarketed. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of the tendered Bonds, to the extent known to the Remarketing Agent, but in any event, no later than 10:30 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Tender Agent by telephone (promptly confirmed in writing, which may be electronic) of the names, addresses, and taxpayer identification numbers of the purchaser of the remarketed Bonds, the Authorized Denominations of the Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments.

(ii) Sources of Payment. At or before 10:30 a.m., New York City time on the date fixed for purchase of the tendered Bonds, the Remarketing Agent shall cause to be paid to the Tender Agent for deposit in the “Richardson Independent School District Remarketing Proceeds Payment Fund, [series designation assigned to the Bonds in the Pricing Certificate] (the “Payment Fund”), all amounts representing proceeds of the remarketed Bonds, such payments to be made in the

manner and at the time specified in Section 4.01(c) above. If such amounts, plus all other amounts received by the Tender Agent for the purchase of tendered Bonds, are not sufficient to pay the Purchase Price, the Tender Agent shall immediately notify the Bank and the Pricing Officer of any deficiency no later than 11:00 a.m., New York City time, on such date in the form required pursuant to the Liquidity Facility; provided, however, in the event the date of purchase of the tendered Bonds is an Interest Payment Date, payment of the accrued interest portion of the Purchase Price for the tendered Bonds shall be the sole responsibility of the District and the Bank shall have no liability for such interest portion of the Purchase Price of the tendered Bonds to the Owners thereof. The Bank and the District (if the District is obligated to pay the interest portion of the Purchase Price) shall deliver to the Tender Agent immediately available funds in an amount at least equal to its portion of the Purchase Price agreed to be paid on the tender date of such unremarketed Bonds prior to 1:30 p.m., New York City time, on the date set for purchase of such tendered Bonds. All money received by the Tender Agent as remarketing proceeds and additional amounts, if any, received from the Bank and the District to pay the Purchase Price of the tendered Bonds shall be deposited by the Tender Agent in the Payment Fund to be used solely for the payment of the Purchase Price of such tendered Bonds and shall not be commingled with other funds held by the Tender Agent and shall remain uninvested; if any such money representing amounts received from the Bank exceed the amount required to pay the Purchase Price of tendered Bonds, such excess shall be paid back to the Bank.

(iii) Payments by the Tender Agent. At or before 2:30 p.m., New York City time, on the date set for purchase of tendered Bonds and upon receipt by the Tender Agent of 100% of the aggregate Purchase Price of the tendered Bonds, the Tender Agent shall pay the Purchase Price of such Bonds to the tendering Owners thereof at its designated office or by bank wire transfer. Such payments shall be made in immediately available funds. The Tender Agent shall apply in order (A) money paid to it by the Remarketing Agent as proceeds of the remarketing of such Bonds by the Remarketing Agent, (B) money, if any, paid by the District, and (C) money paid pursuant to the Liquidity Facility, if any. If sufficient funds are not available for the purchase of all tendered Bonds (but excluding any Bonds for which a tender has been rescinded pursuant to the provisions of this Order), no Bonds shall be purchased.

(iv) Registration and Delivery of Tendered or Purchased Bonds. On the purchase date, the Tender Agent shall register and deliver (or hold) or cancel all Bonds purchased on any purchase date as follows: (A) Bonds purchased or remarketed by the Remarketing Agent shall be registered by the Tender Agent and delivered to the new registered owner in accordance with the instructions of the Remarketing Agent by 2:00 p.m., New York City time; and (B) Purchased Bonds, if any, shall be registered and transferred in accordance with Section 2.10 of this Order.

Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Bonds are held in the Book-Entry Only System of DTC in accordance with Section 2.07

hereof, (i) any Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the Book-Entry Only System of DTC of such remarketed Bond to the applicable DTC Participant account for such beneficial owner; and (ii) Purchased Bonds shall be delivered to the Bank by a transfer in the Book-Entry Only System of DTC of such Purchased Bonds to the DTC Participant account of the Tender Agent for the benefit of the Bank, as beneficial owner of such Purchased Bonds.

(v) Delivery of Bonds; Effect of Failure to Surrender Bonds. All Bonds to be purchased on any date shall be delivered to the office of the Tender Agent prior to 5:00 p.m., New York City time, on the Business Day next preceding the purchase date (12:00 noon New York City time on the tender date for Bonds held in Book-Entry Only System). If the Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and shall constitute an Undelivered Bond. Ownership of Undelivered Bonds shall be transferred to the purchaser thereof as provided in Section 4.01(d)(iv) above and the Tender Agent shall authenticate and deliver substitute Bonds in lieu of such Undelivered Bonds. Any Owner of Undelivered Bonds shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bonds to the Tender Agent. The Tender Agent shall, as to any Undelivered Bonds, (A) promptly notify the Remarketing Agent of such nondelivery and (B) place a stop transfer against such Undelivered Bonds.

Section 4.02. Mandatory Tender After Flexible Rate Periods.

(a) Purchase Dates. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, each such Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the first Business Day after the end of the Flexible Rate Period applicable to such Bond at its Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. Each Flexible Rate Period and mandatory tender date for a Bond shall be established on the date of purchase of such Bond as hereinafter provided. The Owner of any Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 4.02(a) shall provide the Tender Agent with payment instructions for the Purchase Price of its Bond upon tender thereof to the Tender Agent.

(b) Remarketing of Tendered Bonds. The Remarketing Agent shall use its best efforts to remarket all Bonds bearing interest at Flexible Rates required to be purchased on the ensuing purchase date. Subject to the provisions of Section 3.03, in remarketing the Bonds, the Remarketing Agent shall offer and accept purchase commitments for the Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the Bonds under prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent

determines that, under prevailing market conditions, a lower net interest cost on the Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, no Flexible Rate Period may be established which (i) exceeds 270 days or is less than 7 days, or (ii) if the Remarketing Agent has given or received notice of any conversion to a Variable Rate Period or the Fixed Rate Period, exceeds the remaining number of days prior to the Conversion Date. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the Purchase Price by the Remarketing Agent to the Tender Agent in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date.

(c) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02.

Section 4.03. Mandatory Tender Upon Variable Rate Conversion or Flexible Rate Conversion; Conversion from Term Rate Period with No Liquidity Facility.

(a) Conversions to Variable Rate Periods. Subject to Section 3.02(g)(vi), while a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, each such Bond to be converted from any Variable Rate Period to a different Variable Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) pursuant to Section 3.02(g) or from a Flexible Rate Period to a Variable Rate Period pursuant to Section 3.02(h) are subject to mandatory tender for purchase on the applicable Variable Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(b) Conversion to Flexible Rate Periods from Variable Rate Periods. Subject to Section 3.03(b)(vi), while a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, each such Bond to be converted to a Flexible Rate Period pursuant to Section 3.03(b) are subject to mandatory tender for purchase on the applicable Flexible Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(c) [Reserved.]

(d) Notice to Owners. Any notice of a Conversion Date given to Owners pursuant to Section 3.02(g)(iii), 3.02(h)(iii) or 3.03(b)(iii) shall, in addition to the requirements of such Section, state that the Bonds to be converted will be subject to mandatory tender for purchase on the Conversion Date and the time at which Bonds are to be tendered for purchase.

(e) Remarketing. On the date any notice of a Conversion Date is given to Owners pursuant to Section 3.02(g)(iii), 3.02(h)(iii), or 3.03(b)(iii), the Tender Agent shall notify the Pricing Officer, the Paying Agent/Registrar, the Remarketing Agent and the Bank, if any, by telephone, telegram, telecopy, facsimile transmission, electronic mail or other similar communication, of the principal amount of Bonds to be tendered for purchase on the Conversion Date. The Remarketing Agent shall use its best efforts to remarket such Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of

the Purchase Price of tendered Bonds to the Remarketing Agent in immediately available funds at or before 9:30 a.m., New York City time, on the Conversion Date.

(f) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.03.

(g) Conversion from Term Rate Period with No Liquidity Facility. As set forth in Section 3.02(f)(iv), while the Bonds bear interest at a Term Rate, the District shall use its best efforts to take all such actions required by this Order to be performed by the District to cause such Bonds to be converted to a different Rate Period (including to a Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) on the first Business Day immediately following the last day of the then-expiring Term Rate Period. If the conversion of Bonds relates to a conversion from a Term Rate Period to a different Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period), and there then exists no Liquidity Facility relating to such Bonds (and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then such Bonds shall be subject to mandatory tender for purchase on the Conversion Date without right of retention by the Owners at the Purchase Price. The provisions of Section 4.01(d) shall apply to such mandatory tenders pursuant to this Section 4.03(g). In the event that all of such Bonds (of the same series or subseries) subject to such mandatory tender are not converted into one or more Rate Periods and remarketed to new purchasers on the Conversion Date, the District shall have no obligation to purchase any of the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or such Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to all of such Bonds, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to optional redemption and mandatory tender for purchase at the Purchase Price on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order (including the identification of the Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will use its best efforts to cause such Bonds to be converted and remarketed on the earliest reasonably practicable date on which such Bonds can be remarketed at par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate. The provisions of Sections 4.03(d), 4.03(e), 4.04(b) and 4.04(c) of this Order, as applicable, also shall apply to and govern the mandatory tender of Bonds described in this Section 4.03(g) to the extent such provisions are not in conflict with this Section 4.03(g).

(h) Notwithstanding any other provision of this Section 4.03 to the contrary, mandatory tenders to occur with respect to Bonds to be converted from the Initial Rate Period to any other Rate Period shall be governed by Section 4.08 of this Order.

Section 4.04. Mandatory Tender Upon Fixed Rate Conversion.

(a) Mandatory Tender Upon Conversion. Subject to Section 3.04(g), while the Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, any such Bond to be converted to a Fixed Rate pursuant to Section 3.04 shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. Any Bond in an Initial Rate Period or a Term Rate Period (for which no Liquidity Facility is then in effect and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period) to be converted to a Fixed Rate pursuant to Section 3.04 is subject to mandatory tender for purchase on the Fixed Rate Conversion Date in accordance with the provisions of Section 4.03(g) or Section 4.08, as applicable.

(b) Notice to Owners. Any notice of conversion given to Owners pursuant to Section 3.04(d)(ii) shall, in addition to the requirements of such Section, state that (i) Owners shall not have the right to waive mandatory tender, (ii) Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the mandatory tender date) other than the Purchase Price for such Undelivered Bonds, (iii) such Undelivered Bonds shall no longer be entitled to the benefits of this Order, and (iv) the Bonds will not be subject to tender for purchase at the option of the Owner after the Fixed Rate Conversion Date.

(c) Remarketing. The Remarketing Agent shall use its best efforts to remarket the Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of the tendered Bonds to the Remarketing Agent in immediately available funds at or before 9:30 a.m., New York City time on the Fixed Rate Conversion Date.

(d) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to mandatory tenders pursuant to this Section 4.04.

Section 4.05. Mandatory Tender Upon Expiration or Voluntary Termination of Liquidity Facility.

(a) While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, such Bonds covered by the Liquidity Facility shall be subject to mandatory tender for purchase at the Purchase Price on the following dates, without the right of the Owners thereof to retain such Bonds:

(i) on the last Business Day prior to the date on which the Liquidity Facility expires by its terms; provided, that no such tender and purchase shall be required if the Liquidity Facility is renewed or extended prior to the date of notice of mandatory tender to the Owner; or

(ii) on the last Business Day before termination of the Liquidity Facility as a result of the voluntary action of the District; and

(iii) on the last Business Day prior to the substitution of a new Liquidity Facility for such Bonds, provided that no such tender and purchase shall be required if prior to the date of notice to the Owner pursuant to subsection 4.05(b) below, the Remarketing Agent, the Paying Agent/Registrar, the Bank, and the Tender Agent shall have received written confirmation from the Rating Agency to the effect that the rating or ratings assigned to the Bonds will not be lowered, suspended or withdrawn as a result of the substitution.

(b) Not later than thirty (30) days prior to the purchase date, the Paying Agent/Registrar shall mail a written notice of the mandatory tender for purchase to the Owners of the Bonds subject to mandatory tender, which notice shall specify (i) the purchase date and (ii) the event requiring the purchase pursuant to Subsection (a) above. In the event that no mandatory tender and purchase is required as provided in Subsection 4.05(a)(iii) above, the Paying Agent/Registrar shall, upon receipt of the written confirmation required from the Rating Agency under Subsection 4.05(a)(iii), promptly mail a written notice to the Owners of the Bonds, which notice shall specify (i) the effective date of the substitute Liquidity Facility and (ii) the identity of the provider under the substitute Liquidity Facility.

(c) Bonds required to be delivered to the Tender Agent pursuant to this Section 4.05 shall be tendered in accordance with the provisions of Section 4.01(d).

Section 4.06. Mandatory Tender Upon Notice of Termination.

(a) While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, the Bonds are subject to mandatory tender for purchase at the Purchase Price without the right of Owners to retain their Bonds, on any date specified in a Notice of Termination from the Bank. Upon receipt of Notice of Termination from the Bank, the District shall immediately, but in no event later than one (1) Business Day after receipt of such Notice of Termination, notify the Paying Agent/Registrar of the matters set forth in such notice.

(b) The Paying Agent/Registrar shall give notice to Owners of a mandatory tender pursuant to this Section 4.06 at least nine (9) days prior to the mandatory tender date. Such notice of mandatory tender shall state that the Bonds are subject to mandatory tender on the Business Day next preceding the date of termination of the Liquidity Facility, as stated in the notice from the District and that Owners shall not have a right to retain their Bonds.

(c) Bonds shall be required to be delivered to the Tender Agent against payment therefor in accordance with the provisions of Section 4.01(d).

(d) No remarketing of the Bonds shall occur after the receipt by the District of the Notice of Termination until such time as a new Liquidity Facility is in effect.

Section 4.07. Mandatory Tender at Direction of District.

(a) Prior to the Fixed Rate Conversion Date, while a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, such Bonds are subject to mandatory tender for purchase at the option of the District, without the right of the Owners to retain their Bonds, on any date that such Bonds would otherwise be subject to optional redemption pursuant to Section 5.02 of this Order, for conversion to any other Rate Period in accordance with the provisions of this Order. No tender for purchase of Bonds pursuant to any such mandatory tender shall be deemed to be a payment or redemption of such Bonds or any portion thereof, and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Bonds.

(b) Any mandatory tender pursuant to this Section 4.07 shall be subject to the following conditions:

(i) on or before the mandatory tender date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the mandatory tender date, sufficient funds shall be available to purchase Bonds which are then required to be purchased at the direction of the District pursuant to this Section 4.07.

If the foregoing conditions are not met for any reason, then (A) such Bonds shall remain in the same Rate Period, (B) the failed mandatory tender shall not constitute an Event of Default under this Order or such Bonds, (C) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (D) the Paying Agent/Registrar shall give prompt notice (not later than the proposed mandatory tender date) to the Owners of such Bonds stating that the mandatory tender did not occur because the conditions to such mandatory tender were not satisfied in accordance with the terms of this Order.

(c) Notice to Owners. Any notice of such mandatory tender will be given to Owners pursuant to Section 5.07 and shall, in addition to the requirements of such Section, state that Owners shall not have the right to retain their Bonds and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and the conditions contained in this Order for such mandatory tender to occur and the consequences of the failure to satisfy such conditions and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(d) Remarketing. The Remarketing Agent shall offer for sale and use its best efforts to remarket the Bonds in the Rate Period selected by the District, all in accordance with the applicable provisions of this Order. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Bonds in immediately available funds at or before 9:30 a.m., New York City time

on the mandatory date specified in the notice. The Remarketing Agent shall not sell any Bond for which a notice of conversion from one type of Variable Rate Period to another, to Flexible Rate Periods, or to a Fixed Rate Period has been given by the Paying Agent/Registrar unless the Remarketing Agent has advised the person to whom the sale is being made of the conversion.

(e) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to mandatory tenders pursuant to this Section 4.07.

Section 4.08. Mandatory Tender at End of Initial Rate Period. The District shall use its best efforts to take all such actions required by this Order to be performed by the District to cause all Bonds (of a particular series or subseries) to be converted from the Initial Rate Period to a different Rate Period on the first Business Day immediately following the last day of the applicable Initial Rate Period. Notwithstanding any other provision of this Order to the contrary, all Bonds issued hereunder shall be subject to mandatory tender for purchase on the mandatory tender date set forth in the Pricing Certificate to occur on the Business Day immediately following the last day of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price. The provisions of Section 4.01(d) shall apply to such mandatory tenders pursuant to this Section 4.08. In the event that all of the Bonds (of the same series or subseries) subject to such mandatory tender are not converted into one or more Rate Periods and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase any of such Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or such Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to all of such Bonds, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of the Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase at the Purchase Price on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of this Order (including the identification of Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described in this Section 4.08, the District will use its best efforts to cause such Bonds to be converted and remarketed on the earliest reasonably practicable date on which such Bonds can be sold at not less than par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate. The provisions of Sections 4.03(d), 4.03(e), 4.04(b) and 4.04(c) of this Order, as applicable, also shall apply to and govern the mandatory tender of Bonds described in this Section 4.08 to the extent such provisions are not in conflict with this Section 4.08.

ARTICLE V REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01. Limitation on Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article V and in the Pricing Certificate. Any

provision of this Article V, including, without limitation, any provisions relating to the method of selection of Bonds for redemption, may be modified in an Pricing Certificate.

Section 5.02. Optional Redemption.

(a) Prior to the Fixed Rate Conversion Date, Bonds, other than (i) Purchased Bonds, (ii) Bonds bearing interest at the Initial Rate during the Initial Rate Period, and (iii) Bonds bearing interest at the Stepped Rate during the Stepped Rate Period, are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

(b) Bonds bearing interest at the Stepped Rate during the Stepped Rate Period and Purchased Bonds are subject to redemption, in whole or in part, at the option of the District, on any Business Day at a redemption price equal to the principal amount thereof plus interest accrued thereon at the Stepped Rate or the Bank Rate, as applicable, to the redemption date. Bonds bearing interest at the Initial Rate during the Initial Rate Period shall be subject to redemption only as provided in the Pricing Certificate.

(c) Bonds bearing interest at a Fixed Rate are subject to redemption at the option of the District, in whole or in part, on the dates and at the prices determined and established by the District in accordance with Section 3.04(h) of this Order.

(d) The District shall deliver notice to the Paying Agent/Registrar of its intention to redeem Bonds, which notice shall specify the principal amount and the maturity or maturities of the Bonds to be redeemed (i) with respect to Purchased Bonds and Bonds bearing interest at a Stepped Rate, at least two (2) days prior to the redemption date, (ii) with respect to Bonds bearing interest at a Flexible Rate, Weekly Rate or Monthly Rate, at least twenty-five (25) days prior to the redemption date; and (iii) with respect to Bonds bearing interest at a Quarterly Rate, Semiannual Rate, Term Rate or Fixed Rate, at least thirty-five (35) days prior to the redemption date.

(e) Subject to Section 5.07(c), on or prior to the date established for optional redemption of any Bonds or Purchased Bonds, the District shall have deposited an amount sufficient to pay the redemption price of the Bonds to be redeemed with the Paying Agent/Registrar or an authorized escrow agent. Such money may be invested in Government Securities having maturities which coincide with the redemption date.

(f) In addition to the foregoing and notwithstanding the notice provisions of Section 5.07 hereof, the District, at its option, may purchase for cancellation or redeem any Bond subject to mandatory tender on any mandatory tender date therefor without notice to any Owner, at a price equal to the principal amount thereof plus any accrued and unpaid interest.

Section 5.03. Scheduled Mandatory Redemption.

(a) The Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, in the amounts and on the dates set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date for the Bonds required to be redeemed pursuant to subparagraph (a) of this Section 5.03, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds equal to the aggregate principal amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 5.07.

(c) The principal amount of the Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 5.03 shall be reduced by the principal amount of any Bonds of the same maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption. Bonds purchased for cancellation or redeemed pursuant to the optional redemption provisions hereof that are required to be redeemed pursuant to Section 5.03(a) shall be credited against future mandatory redemption payments as directed by the District.

(d) In lieu of mandatorily redeeming the Bonds subject to redemption pursuant to subparagraph (a) of this Section 5.03, the District reserves the right to purchase for cancellation such Bonds of the same maturity at a price no greater than the applicable redemption price of such Bonds.

Section 5.04. Additional Mandatory Redemption.

(a) In each fiscal year in which any series of the Bonds are Outstanding and accruing interest at a Flexible Rate or a Variable Rate, the District shall budget (in accordance with Section 2.13(a) hereof) for such fiscal year for the payment of interest on the Bonds, to the extent it is unknown, at a rate prescribed in the then-effective Liquidity Facility, if any, or at a rate equal to the Maximum Rate per annum. In the event and to the extent that interest paid on the Bonds during such fiscal year is less than the amount payable at the rate prescribed in the then-effective Liquidity Facility, if any, or the Maximum Rate, as applicable, when either such rate is used by the District in calculating its tax rate (the "Subsection (a) Excess Interest Funds"), the District shall cause the Subsection (a) Excess Interest Funds to be allocated and appropriated for the payment of the mandatory redemption of Bonds on the first August 15 next following the end of such fiscal year; provided the amount of such Subsection (a) Excess Interest Funds is equal to or greater than \$100,000. In each fiscal year when the amount of Subsection (a) Excess Interest Funds is equal to or greater than \$100,000, the District shall cause Bonds in a principal amount equivalent to the Excess Interest Funds to be redeemed on the August 15 next

following the end of such fiscal year at the redemption price of par plus accrued interest to the date of redemption. The mandatory redemption of Bonds in accordance with the provision of this subsection (a) shall be in addition to the amount of Bonds to be mandatorily redeemed as set forth in the Pricing Certificate. The principal amount of Bonds subject to mandatory redemption, if any, shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds redeemed pursuant to the provisions of this Section 5.04(a).

(b) Notwithstanding the provisions of Section 2.13 and Section 5.04(a) above, in addition, in each fiscal year in which any series of the Bonds are Outstanding and accruing interest at a Flexible Rate or a Variable Rate, the District may, at the District's discretion, budget for such fiscal year and levy taxes for the payment of interest on the Bonds based on an interest rate on the Bonds equal to the actual rate borne thereby or any rate not to exceed the Maximum Rate per annum that is not less than the actual rate per annum. At the end of the fiscal year in which the District levies a tax based on the interest rate on the Bonds being equal to a rate exceeding the actual rate on the Bonds, the District shall cause the difference between the amount budgeted at a rate exceeding the actual rate on the Bonds and the amount paid on the Bonds ("Subsection (b) Excess Interest Funds") to be allocated and appropriated for the purchase for cancellation (if August 15 is a mandatory tender date) or payment of the mandatory redemption of Bonds on the first August 15 next following the end of such fiscal year; provided the amount of such Subsection (b) Excess Interest Funds is equal to or greater than \$100,000. In each fiscal year when the amount of Subsection (b) Excess Interest Funds is equal to or greater than \$100,000, the District shall cause Bonds in a principal amount equivalent to the Excess Interest Funds to be purchased for cancellation (if August 15 is a mandatory tender date) or redeemed on the August 15 next following the end of such fiscal year at the redemption price of par plus accrued interest to the date of redemption. The mandatory redemption of Bonds in accordance with the provision of this subsection (b) shall be in addition to the amount of Bonds to be mandatorily redeemed as set forth in the Pricing Certificate.

(c) Unless utilized to purchase Bonds for cancellation on a mandatory tender date, at least 45 days prior to each mandatory redemption date described in subsections (a) and (b) of this Section 5.04, the District will notify the Paying Agent/Registrar and the Remarketing Agent in writing of the principal amount of Bonds to be mandatorily redeemed on such mandatory redemption date, and instruct the Paying Agent/Registrar to select by lot or other customary random selection method the Bonds or portions thereof to be redeemed.

Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by the Paying Agent/Registrar by lot or other method that results in a random selection thereof. The District, at its option, may credit against any mandatory redemption requirement, Bonds which have been purchased by the District, using funds other than remarketing proceeds or moneys drawn under the Liquidity Facility, at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase and canceled by the Paying Agent/Registrar, or have been optionally redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Section 5.05. Special Mandatory Redemption. Purchased Bonds shall be subject to special mandatory redemption, if required by and in accordance with the provisions of the applicable Liquidity Facility.

Section 5.06. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed, the District shall direct the Paying Agent/Registrar to call Purchased Bonds first and then to call Bonds or portions thereof by lot or other random selection method for redemption; provided that in the event that the District elects to optionally redeem less than all of the Outstanding principal amount of a maturity of Bonds that are term Bonds with multiple mandatory sinking fund redemption dates the Pricing Officer shall select, or cause to be selected, the mandatory redemption dates to which such redemption shall be applied and the principal amounts of such Bonds to be redeemed, and the Paying Agent/Registrar shall then select, or cause to be selected, such principal amount of Bonds to be redeemed by lot or other random selection method for redemption.

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

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 5.07. Notice of Redemption.

(a) The Paying Agent/Registrar shall cause notice of redemption of any Bond to be redeemed in whole or in part to be mailed first class mail to the Rating Agency and to the Owner thereof at the address of the Owner appearing in the Register (i) with respect to a Bond bearing interest at a Stepped Rate or a Bank Rate, at least one (1) day prior to the redemption date; (ii) with respect to a Bond bearing interest at a Flexible Rate, Weekly Rate or Monthly Rate, at least twenty (20) days prior to the redemption date; and (iii) with respect to a Bond bearing interest at a Quarterly Rate, a Semiannual Rate, a Term Rate or a Fixed Rate, at least thirty (30) days prior to the redemption date.

(b) The notice of redemption shall identify the Bonds to be redeemed, and shall specify the numbers thereof (if not held in a Book-Entry Only System), the redemption date and the redemption price. The notice shall state that (i) on the redemption date the Bonds called for redemption will be payable at the designated office of the Paying Agent/Registrar, and (ii) on and after the redemption date interest will cease to accrue (unless sufficient moneys are not available to the Paying Agent/Registrar to pay the redemption price on the redemption date).

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 5.02 conditioned upon the occurrence of subsequent events.

Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding. Failure to pay the redemption price of the Bonds subject to optional redemption shall not constitute an Event of Default hereunder or under any Bond.

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

Section 5.08. Payment Upon Redemption.

(a) By each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date.

(b) Upon presentation and surrender of any Bond called for redemption at the designated office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money provided for that purpose.

Section 5.09. Effect of Redemption.

(a) Notice of redemption having been given, and due provision having been made for payment, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, such Bonds or portions thereof shall cease to bear interest from the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

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

**ARTICLE VI
PAYING AGENT/REGISTRAR;
REMARKETING AGENT; TENDER AGENT**

Section 6.01. Appointment of Initial Paying Agent/Registrar. The Pricing Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate. The Board hereby approves the form of Paying Agent/Registrar Agreement specifying the duties of the Paying Agent/Registrar and the District, and the President of the Board, the Vice President of the Board

or the Pricing Officer is authorized to execute and deliver such agreement for and on behalf of the District and this Board, with such changes as the person executing the same may approve. Such agreement as executed by the President of the Board, the Vice President of the Board or the Pricing Officer, shall be deemed to be the Paying Agent/Registrar Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 6.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 6.02 of this Order.

(b) If the Paying Agent/Registrar resigns, is terminated, or otherwise ceases to serve as such, the District will promptly appoint a replacement with the consent of the Bank, if any, such consent not to be unreasonably withheld.

Section 6.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 6.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address shown in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 6.06. Agreement to Perform. By accepting the appointment as Paying Agent/Registrar and executing a paying agent/registrar agreement with the District, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 6.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

Section 6.08. Appointment of Initial Remarketing Agent. The Pricing Officer is hereby authorized to select and appoint the initial Remarketing Agent for the Bonds, which appointment shall be set forth in the Pricing Certificate. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Remarketing Agreement. The Board hereby approves the form of Remarketing Agreement specifying the duties and

responsibilities of the District and the Remarketing Agreement. The President of the Board, the Vice President of the Board or the Pricing Officer is hereby authorized and directed to execute and deliver the Remarketing Agreement for and on behalf of the District and this Board, with such changes as the person executing the same may approve, and such Remarketing Agreement as executed by the President of the Board, the Vice President of the Board or the Pricing Officer shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.09. Appointment of Initial Tender Agent. The Pricing Officer is hereby authorized to select and appoint the initial Tender Agent for the Bonds, and the initial Tender Agent shall be designated in the Pricing Certificate. The Tender Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Tender Agent Agreement. The Board hereby approves the form of Tender Agent Agreement specifying the duties and responsibilities of the District and the Tender Agent, and the President of the Board, the Vice President of the Board or the Pricing Officer is hereby authorized and directed to execute and deliver the Tender Agent Agreement for and on behalf of the District and this Board, with such changes as the person executing the same may approve, and such Tender Agent Agreement as executed by the President of the Board, the Vice President of the Board or the Pricing Officer shall be deemed to be the Tender Agent Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Each Tender Agent shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of tender agent for the Bonds.

Section 6.10. Maintaining Remarketing Agent and Tender Agent.

(a) The District hereby agrees that, while any of the Bonds bear interest at a Variable Rate or a Flexible Rate, it will maintain a Remarketing Agent and Tender Agent with respect to the Bonds, qualified to act in such respective capacity. No resignation or removal of the Remarketing Agent or Tender Agent shall become effective until a successor has been appointed and accepted such appointment. Any successor Tender Agent shall have capital of not less than \$50,000,000.

(b) Promptly upon each change in the entity serving as Remarketing Agent or Tender Agent, the District will cause the Paying Agent/Registrar or another party to send notice of such change to each Owner by first class mail.

Section 6.11. Maintaining a Liquidity Facility. The District agrees to at all times maintain a Liquidity Facility with respect to Bonds bearing interest at a Flexible Rate or at a Variable Rate (other than the Initial Rate, the Stepped Rate or a Term Rate with respect to which the District has elected not to provide a Liquidity Facility).

**ARTICLE VII
FORM OF THE BONDS**

Section 7.01. Form Generally.

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

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

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

Section 7.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Intelligence, or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 7.03. Legal Opinion. The obligation of the Underwriter to accept delivery of the Bonds is subject to being furnished a final opinion of Bracewell LLP, Bond Counsel, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry Only System used in the settlement and transfer of the Bonds.

ARTICLE VIII
SALE AND DELIVERY OF BONDS; AND DEPOSIT OF PROCEEDS

Section 8.01. Sale of Bonds; Offering Memorandum.

(a) The Bonds shall be sold and delivered from time to time to the Underwriter in a negotiated sale or to a purchaser in a competitive sale at a price to be set forth in the Pricing Certificate and in accordance with the terms of the Purchase Contract approved by the Pricing Officer, if a negotiated sale. Upon completion of the terms of the Pricing Certificate, any of the Pricing Officers are hereby authorized and directed to execute the Purchase Contract and the Pricing Certificate on behalf of the District, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Pricing Officer. The President and Vice President of the Board, the Secretary of the Board, the Pricing Officer and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(b) The Pricing Officer is hereby authorized and directed to cause to be prepared on behalf of the District, one or more Preliminary Offering Memoranda, to be used by the Underwriter in the offering and sale of the Bonds, and to certify or otherwise represent that such Preliminary Offering Memoranda are “deemed final” Preliminary Offering Memoranda as of their dates (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Pricing Officer (the “Preliminary Offering Memorandum”). The use and distribution of one or more Preliminary Offering Memoranda in the public offering of the Bonds by the Underwriter is hereby authorized. The Pricing Officer is hereby further authorized and directed (i) to cause to be prepared on behalf of the District, one or more final Offering Memoranda (each an “Offering Memorandum”), (ii) to use and distribute or authorize the use and distribution of one or more Offering Memoranda, (iii) to execute the same, if required, and (iv) to deliver appropriate numbers of copies thereof to the Underwriter. Each Offering Memorandum as thus approved, executed, if required, and delivered, with such appropriate variations as shall be approved by the Pricing Officer and the Underwriter, may be used by the Underwriter in the public offering and sale thereof.

(c) The President and Vice President of the Board, the Secretary of the Board, the Pricing Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, to effectuate the refunding of the Refunded Obligations and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the Permanent School Fund for the Bonds from the Texas Education Agency and seeking ratings on the Bonds from the Rating Agency. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval

of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check or wire payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bond or (ii) \$9,500, but in no case less than \$750).

Section 8.02. Control and Delivery of Bonds.

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

(b) After registration by the Comptroller of Public Accounts, delivery of the Initial Bonds shall be made to the Underwriter against receipt by the District of all amounts due to the District under the terms of sale.

Section 8.03. Deposit of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as provided in the Pricing Certificate.

**ARTICLE IX
INVESTMENTS**

Section 9.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the District, may be invested in such securities or obligations as permitted under applicable law, and pending the disbursement of the proceeds of sale of the Bonds for authorized purposes such proceeds of sale may be invested in authorized investments in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256), as amended, or other applicable law. The investments under this Order include guaranteed investment contracts as authorized by Section 2256.015 of the Texas Government Code; all such investments shall be made in such a manner that the money required to be expended will be available at the proper time or times.

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

Section 9.02. Investment Income.

(a) Interest and income derived from investment of money in the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the proceeds of sale of the Bonds and funds held for the payment of the costs of issuance shall be credited to the fund

or account where deposited and shall be used for such purposes, with any funds remaining after the accomplishment of such purposes to be transferred to the Interest and Sinking Fund.

ARTICLE X PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01. Payment of the Bonds. On or before each date principal, premium, if any, or interest on the Bonds is due, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal, premium, if any, and interest on the Bonds when due.

Section 10.02. Other Representations and Covenants.

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

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

Section 10.03. Federal Tax Matters.

(a) General. The District covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Bonds to be includable in gross income, for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Obligations and the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the District is not in effect for a particular project, this Order serves as the District’s official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount authorized by this Order. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

**ARTICLE XI
DEFAULT AND REMEDIES**

Section 11.01. Events of Default. Except as otherwise expressly provided by the terms of this Order, each of the following occurrences or events is hereby declared to be an Event of Default for the purpose of this Order:

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

Section 11.02. Remedies for Default.

- (a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.
- (b) All such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then Outstanding.

Section 11.03. Remedies Not Exclusive.

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

**ARTICLE XII
DISCHARGE**

Section 12.01. Discharge. The Bonds may be defeased, refunded or discharged in any manner now or hereafter permitted by applicable law.

ARTICLE XIII
CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Annual Reports.

(a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2021, financial information and operating data with respect to the District of the general type included in the Offering Memorandum authorized by Section 8.01(b), being the Tables more specifically described in the Pricing Certificate and including financial statements of the District if audited financial statements of the District are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

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

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an Offering Memorandum or other offering document), if it is available to the public on the MSRB's Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 13.02. Event Notices.

(a) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District;

Note to paragraph 12: For the purposes of the event identified in paragraph (12) of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

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

(14) Appointment of successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar

terms of a Financial Obligation of the District, any of which affect security holders, if material; and

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

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data in accordance with Section 13.01(a). All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.03. Limitations, Disclaimers and Amendments.

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

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

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN

CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Article in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 13.04. Amendments to the Rule. In the event the Pricing Officer, in consultation with Bond Counsel and the District's financial advisor, determines that it is necessary or desirable to amend the provisions of this Article XIII in order to facilitate compliance to the Rule and related guidance from the SEC, the Pricing Officer may make such changes in the Pricing Certificate for the Bonds and such amendments are hereby authorized and shall be deemed effective as set forth in the Pricing Certificate.

**ARTICLE XIV
AMENDMENTS AND SUPPLEMENTS TO ORDER**

Section 14.01. Without Consent of Owners. Without notice to or the consent of any Owner, the District may, at any time, amend or supplement this Order or the Bonds (including any particular series or subseries thereof):

(a) to cure or correct any ambiguity or defective provision herein or to correct or supplement any provision in this Order which may be inconsistent with any other provision contained herein;

(b) to modify this Order or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(c) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to this Order regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;

(d) to increase or decrease the number of days specified for the giving of notices in Articles III, IV and V of this Order, provided that no decreases in any such number of days shall become effective except while the Bonds bear interest at a Variable Rate and until 30 days after the Paying Agent/Registrar has given notice to the Owners of such Bonds of such amendment or supplement;

(e) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a Book-Entry Only System for the Bonds;

(f) to make any change to this Order when all Bonds have been tendered to the Remarketing Agent pursuant to the terms of this Order, but have not been remarketed following such tender; provided, however, that the Remarketing Agent consents to such amendment or supplement;

(g) to provide for the benefit of all of the Bonds a Liquidity Facility (or a substitute Liquidity Facility, as the case may be), which may change the provisions of this Order regarding payment, remedies and any other matter which affects the Owners of Bonds;

(h) effective upon any Conversion Date to a new Rate Period, to make any changes to this Order affecting only the Bonds being converted;

(i) to increase the Maximum Rate; or

(j) to make any other change that does not, in the opinion of bond counsel to the District, materially adversely affect the interests of the Owners.

Section 14.02. With Consent of Owners. If an amendment of or supplement to this Order or the Bonds without any consent of Owners is not permitted by Section 14.01, the District may enter into such amendment or supplement without prior notice to any Owners but with the consent of Owners of at least a majority in principal amount of the Bonds then Outstanding of the particular series or subseries affected by such amendment or supplement. However, except as permitted by subsections (f), (g) and (h) of Section 14.01, nothing herein contained shall permit or be construed to permit the amendment, without the consent of each Owner affected thereby, of or supplement to the terms and conditions in this Order, so as to:

- (a) change the sinking fund requirements, if any, Interest Payment Dates, rights of the Owners to tender or the maturity or maturities of the Outstanding Bonds;
 - (b) reduce the rate of interest borne by any of the Outstanding Bonds;
 - (c) reduce the amount of the principal or Purchase Price of or premium, if any, payable on the Outstanding Bonds;
 - (d) modify the terms of payment of principal or Purchase Price of, premium, if any, or interest on the Outstanding Bonds, or impose any conditions with respect to such payments;
 - (e) affect the rights of the Owners of fewer than all of the Outstanding Bonds;
- or
- (f) decrease the minimum percentage of the principal amount of Outstanding Bonds necessary for consent to any such amendment.

Section 14.03. Effect of Consents. Any consent received pursuant to Section 14.02 will bind each Owner delivering such consent and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

Section 14.04. Notation on or Exchange of Bonds. If an amendment or supplement changes the terms of a Bond, the Paying Agent/Registrar may require the Owner thereof to deliver it to the Paying Agent/Registrar. The Paying Agent/Registrar may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Paying Agent/Registrar and the District determine, the District in exchange for the Bond will issue and the Paying Agent/Registrar will authenticate a new Bond that reflects the changed terms.

Section 14.05. Notice to Owners. Upon receipt of notice of an amendment or change to this Order, the Paying Agent/Registrar shall cause notice of the execution of each supplement or amendment to this Order to be mailed to the Owners affected thereby. The notice will at the option of the Paying Agent/Registrar, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Paying Agent/Registrar for inspection by Owners or (ii) enclose a copy of such amendment or supplement.

**ARTICLE XV
PERMANENT SCHOOL FUND GUARANTEE**

Section 15.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District hereby certifies and covenants that

- (a) a certified copy of this Order and copies of the Offering Memorandum shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the Bonds;
- (b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and
- (c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District, the Tender Agent or the Paying Agent/Registrar shall be deemed to have been given only upon receipt in written or electronic form. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

DISTRICT: Richardson Independent School District
 400 S. Greenville Ave.
 Richardson, TX 75081
 Attention: Chief Financial Officer

PAYING AGENT/ As designated in the Pricing Certificate
REGISTRAR -
TENDER AGENT:

Section 16.02. Notice to Rating Agencies. At any time during which the Bonds are rated by the Rating Agency, the Paying Agent/Registrar shall, upon the direction of the District, notify the Rating Agency, promptly of (i) any change in the Paying Agent/Registrar, Tender Agent, Remarketing Agent or the Bank, if any, (ii) the expiration, termination, extension or any other material change to this Order or the Remarketing Agreement, and (iii) the redemption, defeasance or payment of all of the Bonds or conversion of the Bonds to a Fixed Rate. Any such notice shall be sent by first class mail, postage prepaid, to: Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Group—Texas Local Ratings; Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10004, Attention: Municipal Structured Finance, email: pubfin_structuredstandardandpoors.com; and Fitch Ratings, One State Street Plaza, New York, New York, 10004, Attention: Municipal Structured Finance.

Section 16.03. Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Bond Counsel, financial advisors to the District, the Underwriter, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Bond Counsel, financial advisors to the District, the Underwriter, and the Owners.

Section 16.04. Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

Section 16.05. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 16.06. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 16.07. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551 of the Texas Government Code, as amended.

Section 16.08. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 16.09. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the District or any person executing any Bond.

Section 16.10. Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the refunding of the Refunded Obligations, the conversion and remarketing of the Bonds as herein authorized, the Paying Agent/Registrar Agreement, the Purchase Contract, the Remarketing Agreement, the Tender Agent Agreement, and the Offering Memorandum. In addition, prior to the initial delivery of the Bonds, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Offering Memorandum, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 16.11. Effective Date. This Order shall be in full force and effect from and upon its adoption.

[Remainder of Page Intentionally Left Blank]

PASSED, APPROVED AND EFFECTIVE on May 9, 2022.

Secretary, Board of Trustees
Richardson Independent School District

President, Board of Trustees
Richardson Independent School District

[SEAL]

EXHIBIT A

FORM OF PRICING CERTIFICATE

Re: Richardson Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, Series ____ (the “Bonds”)

I, the undersigned Chief Financial Officer of the Richardson Independent School District (the “District”), do hereby make and execute this Pricing Certificate pursuant to an order adopted by the Board of Trustees of the District on _____, 2022 (the “Order”) authorizing the issuance of the referenced Bonds.

As authorized by Section 2.01 and Section 8.01 of the Order, I have acted on behalf of the District in selling the Bonds to the Underwriters (as designated below) pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Order.

A. Underwriters. The Bonds are being sold to a syndicate of underwriters consisting of _____, as provided in the Purchase Contract. The undersigned hereby finds, determines and declares that the terms of sale of the Bonds are in the District’s best interests, and therefore, the sale of the Bonds to the Underwriters at a price of \$ _____ in accordance with the terms of the Purchase Contract dated as of the _____, [2022] is hereby approved.

B. Designation and Date. The Bonds shall be designated the “Richardson Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, Series _____.” The Dated Date of the Bonds shall be [_____]. The Issuance Date is scheduled for [_____].

C. Principal Amount, Initial Rate, Initial Rate Period and Maturity. The Bonds shall be issued in the aggregate principal amount of \$ _____ for the purposes specified in Section 2.01 in the Order.

The Bonds shall mature on the date and in the amount, and shall bear interest at the Initial Rate from the Issuance Date to and including the last day of the Initial Rate Period, as set out in the following schedule:

<u>Stated Maturity (August 15)</u>	<u>Principal Amount</u>	<u>Last Day of the Initial Rate Period</u>	<u>Mandatory Tender Date</u>	<u>Initial Rate</u>
	\$ _____			

The Bonds shall be subject to mandatory tender on the Mandatory Tender Date set forth above. Interest during the Initial Rate Period shall accrue from the Issuance Date to and including the last day thereof.

The Stepped Rate shall be ____% per annum. The Maximum Rate shall be ____% per annum.

F. Form of Bond. The Bonds shall be substantially in the form set forth in Exhibit A attached hereto with such insertions, changes and modifications as are required to conform the bond form to the terms of this Pricing Certificate.

G. Redemption. The Bonds are subject to redemption at the option of the District during the Initial Rate Period as follows: _____. The Bonds are otherwise subject to optional and mandatory redemption as described in the Form of Bond attached as Exhibit A hereto.

H. Voted Authority. The following schedule shows the amount of voted authorization outstanding after the issuance of the Bonds:

Election	Amount Voted	Amount Previously Issued	Amount Charged Against Voted Authorization	Authorized but Unissued Balance
2021 Proposition No. A	\$264,000,000	179,000,000	\$ _____ ⁽¹⁾	\$85,000,000
2021 Proposition No. B	\$56,000,000	21,000,000	\$ _____ ⁽²⁾	\$35,000,000

⁽¹⁾ Includes \$ _____ in premium counted against voted authorization.

⁽²⁾ Includes \$ _____ in premium counted against voted authorization.

I. Following the issuance of the Bonds under this Order, \$ _____ in new money bond authority remains under Section 2.01(a)(x) of this Order.

J. Terms of Sale. The undersigned does hereby find, certify and represent that the sale of the Bonds on the terms described herein satisfy the requirements and parameters contained in Section 2.01 of the Order.

K. Application of Bond Proceeds. The proceeds of the Bonds shall be applied as follows:

(i) The amount of \$ _____, consisting of \$ _____ principal amount of Bonds plus premium received from the sale of the Bonds in the amount of \$ _____, shall be used for the purposes set forth in Section 2.01(a)(x) and (y);

(ii) Premium received from the sale of the Bonds in the amount of \$ _____ principal amount of Bonds plus premium received from the sale of the Bonds shall be used to pay the costs of issuing the Bonds, including the underwriter's discount;

(iii) Any amounts remaining following payment of the costs of issuing the Bonds shall be deposited to the interest and sinking fund designated for the Bonds.

L. _____ is hereby designated as the Paying Agent/Registrar for the Bonds.

M. _____ is hereby designated as the Tender Agent for the Bonds.

N. Continuing Disclosure Undertaking. The financial information and operating data to be provided annually by the District pursuant to Section 13.01(a) of the Order shall include all quantitative financial information and operating data with respect to the District of the general type included in Tables _____ in the Offering Memorandum.

[Signature Page Follows]

WITNESS MY HAND this _____, 2022.

Pricing Officer

*Signature Page to Pricing Certificate
Richardson Independent School District Variable Rate
Unlimited Tax School Building, Series 2021*

EXHIBIT A TO FORM OF PRICING CERTIFICATE

FORM OF BOND

REGISTERED
NO. _____¹

REGISTERED AMOUNT
\$ _____

United States of America
State of Texas
County of Dallas

RICHARDSON INDEPENDENT SCHOOL DISTRICT
VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BOND
SERIES _____²

Dated Date: Issuance Date: Interest Rate: Maturity Date: CUSIP No.³

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

Richardson Independent School District (the "District"), in the County of Dallas, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns thereof, on the Maturity Date specified above, the Principal Amount stated above, unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on the unpaid principal amount hereof from the later of the Issuance Date shown above or the most recent Interest Payment Date to which interest has been paid or provided for. Interest shall accrue from the Issuance Date.

Interest on this Bond is payable to the registered owner hereof (i) with respect to the period during which interest accrues at a Flexible Rate, Weekly Rate, Monthly Rate or Quarterly Rate, by federal funds wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, otherwise by first class mail by check dated the Interest Payment Date, and (ii) with respect to any period during which interest accrues at the Initial Rate, a Term Rate, Semiannual Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown on the Register or by such other customary banking arrangement acceptable to the

¹ Initial Bond to be numbered I-1.

² Insert from Officer's Pricing Certificate.

³ Omit from Initial Bond.

Paying Agent/Registrar requested by, and at the risk and expense of the Owner. The principal hereof is payable upon presentation and surrender of this Bond at the designated office of _____⁴, as Paying Agent/Registrar, or any successor Paying Agent/Registrar.

This Bond is one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$_____⁵ (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order and relating to the Bonds (the “Pricing Certificate”) to provide funds for (i) the construction, acquisition and equipment of school buildings in the District, including safety and security and technology infrastructure for the District, the purchase of the necessary sites for school buildings, and the purchase of new school buses, and (ii) to pay the costs of issuing the Bonds. As used herein, the “Order” shall mean the Bond Order, as the same may be amended or supplemented from time to time in accordance with the terms thereof, together with the Pricing Certificate and any other Pricing Certificate (as defined in the Order) executed and delivered in connection with the remarketing or conversion of or other change to this Bond in accordance with the provisions of the Bond Order. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Order. To the extent of any conflict between the terms and provisions of the Order and this Bond, the terms and provisions of the Order shall govern and control.

For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered on the Record Date, as set forth in the Order. As used herein, “Interest Payment Date” shall have the meaning assigned to such term in the Order.

Any payments required to be made hereunder on any day which is not a Business Day (as defined in the Order) shall be made instead on the next succeeding Business Day and no interest shall accrue on such payments in the interim. In addition, unless otherwise provided in the Order, in the event that the day on which any act or function is to be performed or done is not a Business Day, such act or function shall be performed or done on the next succeeding Business Day.

This Bond shall not be valid or obligatory for any purpose unless it is registered by the Comptroller of Public Accounts of Texas by certificate affixed or attached hereto or authenticated by the Paying Agent/Registrar by due execution of the Authentication Certificate provided herein.

The Bonds are not benefited by a Liquidity Facility during the Initial Rate Period and any Term Rate Period for which the District has elected not to provide a Liquidity Facility.

INTEREST PROVISIONS

This Bond bears interest at a Variable Rate, a Flexible Rate or a Fixed Rate, as further set forth in the Order.

This Bond initially shall bear interest at the Initial Rate provided in the Pricing Certificate from the Issuance Date stated above to and including _____, 20__ (the “Initial Rate Period”). This Bond shall be subject to mandatory tender, without right of retention by the owners thereof,

⁴ Insert from Officer’s Pricing Certificate.

⁵ Insert from Officer’s Pricing Certificate.

on _____, 20__ and shall be tendered to the Tender Agent against payment therefor. Thereafter, this Bond shall bear interest at a Weekly Rate, Monthly Rate, Quarterly Rate, Semiannual Rate, Term Rate or Flexible Rate until converted to another Rate Period, or at a Fixed Rate.

The rate of interest applicable to any Rate Period shall be determined in accordance with the applicable provisions of the Order and pursuant to the terms of the Remarketing Agreement between the District and the Remarketing Agent.

OPTIONAL TENDERS

During such time that the Bonds are benefitted by a Liquidity Facility, the registered owner hereof has the right to tender this Bond for purchase at the principal amount hereof plus accrued interest in accordance with and subject to the terms of the Order.

AFTER THE BONDS HAVE BEEN CONVERTED TO BEAR INTEREST AT A FIXED RATE THEY SHALL NOT BE SUBJECT TO TENDER FOR PURCHASE.

MANDATORY TENDER

This Bond is subject to mandatory tender for purchase in accordance with the terms of the Order.

FAILED REMARKETING WITH NO LIQUIDITY FACILITY

Initial Rate Period. In the event that this Bond bears interest at an Initial Rate and it is not converted into a different Rate Period and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender at the purchase price on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owner hereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of the Order (including the identification of Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of the Order. In the event of a failed conversion and remarketing as described above, the District will use its best efforts to cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be remarketed at not less than par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate.

Term Rate Periods. If this Bond is subject to mandatory tender on the Conversion Date in connection with a conversion from a Term Rate Period to a different Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period), and there then exists no Liquidity Facility relating to this Bond (and

there was no Liquidity Facility upon the commencement of the then-expiring Term Rate Period), and this Bond is not converted into a different Rate Period and remarketed to new purchasers on the Conversion Date, then the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase at the purchase price on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owner hereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of the Order (including the identification of the Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of the Order. In the event of a failed conversion and remarketing as described above, the District will use its best efforts to cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be remarketed at not less than par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds are subject to redemption at the option of the District in accordance with the terms of the Order.

Scheduled Mandatory Redemption. The Bonds are subject to scheduled mandatory redemption, at a price equal to the principal amount thereof plus interest accrued thereon, on each of the following dates and in the following principal amounts:

<u>Mandatory Redemption Date</u>	<u>Amount</u>	<u>Mandatory Redemption Date</u>	<u>Amount</u>
--------------------------------------	---------------	--------------------------------------	---------------

Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of such Bonds equal to the aggregate principal amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Order.

The principal amount of the Bonds required to be redeemed on any redemption date set forth above shall be reduced, at the option of the District, by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions set forth in the Order and not previously credited to a mandatory sinking fund redemption.

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

Additional Mandatory Redemption. The Bonds are also subject to Additional Mandatory Redemption prior to stated maturity at the times and in the amounts as set forth in the Order.

Special Mandatory Redemption. Purchased Bonds shall be subject to special mandatory redemption, if at all, in accordance with the terms of the applicable Liquidity Facility.

Notice of Redemption. Notice of optional and mandatory redemption shall be given as provided in the Order.

GENERAL PROVISIONS

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the designated trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Following the Fixed Rate Conversion Date neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 30 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the District; that all acts, conditions, and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form, and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of, and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF; the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Richardson Independent School District

President, Board of Trustees
Richardson Independent School District

[SEAL]

Form of Comptroller's Registration to Appear on Initial Bonds only

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

[SEAL]

Comptroller of Public Accounts
of the State of Texas

Form of Authentication Certificate to Appear on Definitive Bonds only

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

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as Paying Agent/Registrar

Date: _____ By: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

⁶ Insert from Officer's Pricing Certificate.

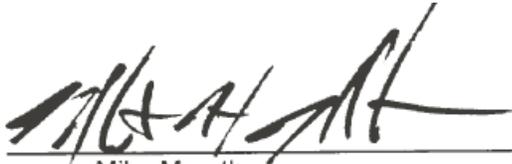
[FORM OF PERMANENT SCHOOL FUND CERTIFICATE]

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Richardson Independent School District of its Variable Rate Unlimited Tax School Building Bonds, Series 7 dated 8 , in the principal amount of \$ 9 is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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



Mike Morath
Commissioner of Education

⁷ Insert from Officer's Pricing Certificate
⁸ Insert from Officer's Pricing Certificate.
⁹ Insert from Officer's Pricing Certificate.

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Submitted by: David Pate, CFO, Finance and Support Services

ACTION ITEM

TOPIC: Consider Order Defeasing and Calling Certain Outstanding Bonds for Redemption and Other Relate Matters

RESOLUTION OF BOARD OF TRUSTEES OF RICHARDSON INDEPENDENT SCHOOL DISTRICT CALLING CERTAIN OUTSTANDING BONDS FOR REDEMPTION; AUTHORIZING THE DEPOSIT OF FUNDS WITH THE PAYING AGENT/REGISTRAR; AND RESOLVING OTHER MATTERS RELATED THERETO

BACKGROUND INFORMATION

The attached Order allows the Administration to take timely action on the redemption and defeasance of up to \$20,000,000 of previously issued unlimited tax bonds as listed in Schedule I of the attached order. To defease the bonds, the District will deposit an amount sufficient to redeem the bonds with an escrow agent. The escrow agent will hold and disburse the funds to redeem the bonds. Once the bonds are defeased, the District may remove them from its rolls of outstanding liabilities. The Order authorizes the Chief Financial Officer to determine the principal amount and maturities of the bonds to be defeased and redeemed up to \$20,000,000.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent recommends that the Board approve the attached Order Defeasing and Calling Certain Bonds for Redemption and Other Matters Relating to RISD Unlimited Tax School Building And Refunding Bonds.

PROPOSED RESOLUTION

WHEREAS, the Board of Trustees of the Richardson Independent School District has considered the recommendation of the administration to authorize defeasance of certain RISD unlimited tax school building and refunding bonds in an amount up to \$20,000,000; and

WHEREAS, such defeasance will result in substantial savings to the District over the life of the bonds and supports the District's Strategy to actively pursue creative funding sources and responsibly manage current resources to support our mission;

THEREFORE BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District hereby approves the attached Order Defeasing and Calling Certain Bonds for Redemption and Other Matters Relating to RISD Unlimited Tax School Building And Refunding Bonds.

RESOLUTION OF BOARD OF TRUSTEES OF RICHARDSON INDEPENDENT SCHOOL DISTRICT CALLING CERTAIN OUTSTANDING BONDS FOR REDEMPTION; AUTHORIZING THE DEPOSIT OF FUNDS WITH THE PAYING AGENT/REGISTRAR; AND RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, Richardson Independent School District (the "District") has previously issued the unlimited tax bonds listed on Schedule I hereto (collectively, the "Bonds"); and

WHEREAS, the District desires to defease and redeem a portion of the Bonds from the list of redeemed bond candidates set forth in Schedule I attached hereto, in a total aggregate principal amount not to exceed \$20,000,000 (the "Redemption Amount"); and

WHEREAS, the Chief Financial Officer is hereby authorized to determine the principal amount and maturities of the Bonds to be defeased and redeemed (as designated, the "Redeemed Bonds") on the Redemption Date (as defined below) up to the Redemption Amount; and

WHEREAS, the District will have sufficient funds in the Interest & Sinking Funds established for the Redeemed Bonds to fully redeem and defease the Redeemed Bonds on their Redemption Date (as defined below); and

WHEREAS, the District, in accordance with this Resolution, will deposit funds in an amount sufficient to fully pay all principal and interest due and owing on the Redeemed Bonds on the redemption date designated by the District's Chief Financial Officer and authorized pursuant to the orders issuing the Bonds (the "Redemption Date"), with the paying agent/registrar for the Redeemed Bonds (the "Paying Agent"); and

WHEREAS, the Board of Trustees (the "Board") of the District finds and determines that it is in the best interests of the District to call for redemption and defease the Redeemed Bonds and that the Redeemed Bonds shall be redeemed on the Redemption Date; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Deposit of Funds.

(a) The Chief Financial Officer shall determine the Redemption Date in accordance with the Orders issuing the Bonds, the principal amounts, series and maturities of the Redeemed Bonds from the list of redeemed bond candidates attached hereto as Schedule I, in an aggregate principal amount not to exceed the Redemption Amount, and shall deliver a schedule of Redeemed

Bonds to the Paying Agent for the Redeemed Bonds, in the form attached hereto as Exhibit A, on a date that will allow the Paying Agent to give the required thirty-day notice of the redemption of the Bonds before the Redemption Date.

(b) The transfer and deposit of available District revenues and Interest and Sinking Funds in an amount sufficient to pay, on the Redemption Date, the principal of and interest accrued on such Redeemed Bonds to the redemption date with the Paying Agent for the Redeemed Bonds or the Escrow Agent (as defined below) is hereby authorized, directed and approved.

Section 3. Redemption of Redeemed Bonds; Approval of Escrow Agreement; Deposit Agreement.

(a) The Redeemed Bonds shall be paid on the Redemption Date, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the Redemption Date.

(b) The Secretary of the Board and any other officer of the District is hereby authorized and directed to cause a copy of this Resolution to be delivered to the Paying Agent for the Redeemed Bonds, and the Chief Financial Officer shall deliver the schedule of Redeemed Bonds in the form attached as Exhibit A to the Paying Agent for the Redeemed Bonds, the delivery of such documents shall constitute notice of redemption and notice of defeasance to such Paying Agent.

(c) The Chief Financial Officer is hereby authorized to enter into and execute on behalf of the District an escrow agreement (the "Escrow Agreement"), if required, with the Paying Agent(s) for the Redeemed Bonds (in such capacity, the "Escrow Agent"), in the form and substance as shall be approved by the Chief Financial Officer with such changes as necessary and as approved by the Chief Financial Officer, which Escrow Agreement will provide for the payment of the Redeemed Bonds pursuant to the Escrow Agreement.

(d) The Chief Financial Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for and acquisition of the Escrow Securities (as defined in the Escrow Agreement), if any, is hereby approved, authorized and ratified.

(e) The Chief Financial Officer is also hereby authorized to enter into a deposit agreement (the "Deposit Agreement") if required, with the Paying Agent for the Redeemed Bonds whereby the District deposits cash with Paying Agent for the Redeemed Bonds to affect their redemption and defeasance, in the form and substance as shall be approved by the Chief Financial Officer with such changes as necessary and as approved by the Chief Financial Officer, which Deposit Agreement will provide for the payment of the Redeemed Bonds pursuant to the Deposit Agreement.

Section 4. Notice of Redemption.

(a) The Paying Agent for the Redeemed Bonds is hereby authorized and directed to give notice of such redemption to the owners thereof pursuant to the order authorizing the issuance of the Redeemed Bonds.

(b) The Paying Agent for the Redeemed Bonds is hereby directed to mail the appropriate notice of redemption as required by the order authorizing the issuance of the Bonds and to file the appropriate notice of redemption and defeasance of the Redeemed Bonds on the Electronic Municipal Market Access (“EMMA”) web filing system promulgated by the Municipal Securities Rulemaking Board within ten (10) days of the deposit of funds pursuant Sections 2 and 3 above.

Section 5. Execution and Delivery of Documents; Actions to be Taken. The President and Secretary of the Board are each hereby authorized and directed to consent to, accept, execute, attest and affix the District’s seal to such other agreements, assignments, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, authorizations for the expenditure of funds of the District as may be required, written requests, and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to take any and all actions required to be taken to effect the purposes of this Resolution in accordance with this Resolution and the laws of the State of Texas.

PASSED AND ADOPTED THIS 9th day of May, 2022.

President, Board of Trustees
Richardson Independent School District

ATTEST:

Secretary, Board of Trustees
Richardson Independent School District

SCHEDULE I

DESCRIPTION OF REDEEMED BOND CANDIDATES

Unlimited Tax Refunding Bonds, Series 2011

Unlimited Tax Refunding Bonds, Series 2012

Unlimited Tax School Building and Refunding Bonds, Series 2013

Unlimited Tax Refunding Bonds, Series 2014B

Unlimited Tax School Building Bonds, Series 2014A

Unlimited Tax School Building Bonds, Series 2015

Unlimited Tax School Building Bonds, Series 2016

Unlimited Tax Refunding Bonds, Series 2015B

Unlimited Tax Refunding Bonds, Series 2015C

Unlimited Tax Refunding Bonds, Series 2016

Unlimited Tax School Building Bonds, Series 2017

Unlimited Tax Refunding Bonds, Series 2017

Unlimited Tax Refunding Bonds, Series 2019

Unlimited Tax Refunding Bonds, Taxable Series 2020

Unlimited Tax Refunding Bonds, Taxable Series 2020A

Unlimited Tax School Building Bonds, Series 2021

Schedule I-1

EXHIBIT A

FORM OF SCHEDULE OF REDEEMED BONDS

Unlimited Tax _____ Bonds, Series [____]

<u>Maturity</u>	<u>Outstanding Principal</u>	<u>Principal Being Redeemed</u>	<u>Interest Rate</u>	<u>Date of Redemption</u>
8/15/20__				_____ at Par
8/15/20__				_____ at Par
8/15/20__				_____ at Par
8/15/20__				_____ at Par

Unlimited Tax _____ Bonds, Series [____]

<u>Maturity</u>	<u>Outstanding Principal</u>	<u>Principal Being Redeemed</u>	<u>Interest Rate</u>	<u>Date of Redemption</u>
8/15/20__				_____ at Par
8/15/20__				_____ at Par
8/15/20__				_____ at Par
8/15/20__				_____ at Par

Dated: _____, 20__

David Pate,
Chief Financial Officer

Schedule I-1

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: May 9, 2022

Submitted by: David Pate, CFO, Finance and Support Services

INFORMATION ITEM

TOPIC: 2022-23 Budget Discussion

BACKGROUND INFORMATION

The Texas Education Code and the Texas Education Agency Financial Accountability System Resource Guide requires the district to prepare and adopt a budget prior to the start of the new fiscal year.

The budget process begins each July and culminates in June with the Board of Trustees adopting the budget.

The presentation includes a review of the General Fund budget including staff compensation recommendations and their impact on future year's finances. The presentation also includes a review of the Debt Service Fund budget.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent presents the information regarding the 2022-23 Budget Discussion for the Board's information and review.



Where all students connect, learn, grow and succeed.

General Fund Budget Discussion

May 9, 2022

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Actively pursue creative funding sources and manage current resources to support our mission.

Objectives

- Review April 30 preliminary estimate of values from DCAD
- Review Debt Service Fund multi-year financial forecast
- Review compensation recommendation
- Review benefits and pipeline development opportunities
- Review General Fund multi-year financial forecast



RECRUIT, RETAIN AND REWARD ALL EMPLOYEES

**#1 Priority:
Student
Achievement
Gains**



**RISD's budget is
simply our District
Improvement Plan
written in
numbers.**

Taxable Value Estimate

- Preliminary Taxable Value - \$33.9 million
 - 13.87% increase from April 2021 preliminary estimate of taxable value
 - 21.91% increase from the July 2021 certified taxable value
 - 18.97% increase from the April 2022 supplemental tax roll taxable value
 - Does not include the impact of the increase in the State mandated homestead exemption from \$25,000 to \$40,000
- Estimated 2022 taxable value \$30.7 million
 - Reason for difference
 - Value lost to protest process
 - Impact of increase in the State mandated homestead exemption



Debt Service Fund Multi-Year Forecast

	Estimated FY 21-22	7.99% FY 22-23	4.00% FY 23-24	3.00% FY 24-25	3.00% FY 25-26
CY Tax Revenue	\$92,569,580	\$99,487,063	\$102,906,883	\$105,288,914	\$107,657,784
Other Revenue	\$2,533,402	\$2,225,000	\$2,225,000	\$2,225,000	\$2,225,000
State Revenue	\$476,412				
Total Revenue	\$95,579,394	\$101,712,063	\$105,131,883	\$107,513,914	\$109,882,784
Scheduled Debt Payments	(\$91,671,523)	(\$65,747,698)	(\$51,702,984)	(\$51,576,584)	(\$51,426,434)
Fees and TIF Payments	(\$1,922,989)	(\$2,100,000)	(\$2,100,000)	(\$2,100,000)	(\$2,100,000)
Payments on Future Debt Issues 2021 Bond		(\$40,000,000)	(\$50,000,000)	(\$55,000,000)	(\$55,000,000)
Total Expenditures	(\$93,564,512)	(\$107,847,698)	(\$103,802,984)	(\$108,676,584)	(\$108,526,434)
Change in Fund Balance	\$1,984,882	(\$6,135,635)	\$1,328,899	(\$1,162,670)	\$1,356,350
Ending Fund Balance	\$30,023,117	\$23,887,512	\$25,215,411	\$24,053,741	\$25,410,091



RECRUIT, RETAIN AND REWARD ALL EMPLOYEES

Compensation

Benefits

Pipeline
Development

CULTURE

296



Salary

- New teacher starting salary increase to \$57,000
- Raise for Teachers and other T-type employees
 - Full-time Teachers and other T-type employees will receive a pay raise ranging from 4.25% to 5.0% of the current base salary amount based on the total number of years of TRS creditable service including the 2021-22 school year.

1 - 4 years	4.25%
5 - 9 years	4.50%
10 - 15 years	4.75%
16+ years	5.00%



Salary

- Raise for all other full-time personnel
 - All other full-time personnel in an allocated position will receive a raise of 4% of current base salary amount.
- Eligibility for any pay raise is contingent upon the employee receiving a rating of at least “meets expectations” or other equivalent rating as determined by the appraisal instrument, on their 2021-22 performance appraisal as required by Policy DEA (Local).



Stipends

- Retention Stipend (employees in full-time allocated positions)
 - T-types 1-10 years \$1,500
 - T-types 11+ years \$2,000
 - All others \$1,000
 - \$10,335,181 to be funded from ESSER
- To be eligible to receive the approved retention stipend, an employee must have received a performance rating of at least "meets expectations", or other equivalent rating as determined by the appraisal instrument, on their 2021-22 performance appraisal as required by Policy DEA (Local), unless otherwise prohibited by statute. In addition, to be eligible to receive the retention stipend, an individual (i) must have been an RISD employee on May 27, 2022, and on August 16, 2022, and (ii) not have submitted notice of intent to separate his/her employment to the District.



Stipends

- New Hire Stipend (employees in full-time allocated positions)
 - \$1,750 - new teachers
 - \$750 - all others
 - \$1,556,100 to be funded from General Fund
- Eligibility – Full-time employee in an allocated position hired between May 31, 2022 and May 26, 2023. Stipend to be paid quarterly beginning with September 2022 monthly or second bi-weekly paycheck of the month.



RECRUIT, RETAIN AND REWARD ALL EMPLOYEES



Compensation



Benefits

Health Insurance

- 5 health insurance plans (ActiveCare 2 closed to new participants)
- First year TRS set regional rates
- 3,799 (65%) employees participating of 5,847 eligible
- Rates changes for employee only coverage
 - ActiveCare HD - decrease \$7 month/\$84 year
 - ActiveCare Primary Plus - decrease \$27 month/\$324 year
 - ActiveCare2 - no change
 - ActiveCare Primary - decrease \$7 month/\$84 year
 - ActiveCare HMO - increase \$0.87 month/\$10.44 year
 - RISD will cover the cost of the increase for ActiveCare HMO at a cost of \$1,888 a year

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Health Insurance (continued)

- RISD employer contribution \$313 month/\$3,756 year
- Surrounding districts (prior to changes for 22-23)
 - \$225 month/\$2,700 year to \$400 month/\$4,800 year
 - Average \$315 month/\$3,780 year



RECRUIT, RETAIN AND REWARD ALL EMPLOYEES

NO INCREASE IN Health Insurance Premiums



Employee Clinic

- Located in Network of Community Ministries Building
- Physician's Assistant and Nurse on staff - Methodist Richardson
- Flexible hours
- Serves RISD employees, spouses and dependents
- \$10 co-pay, no insurance billing
- Does not apply to health insurance out of pocket maximums or other limits
- St. Vincent DePaul pharmacy onsite, prescriptions sent to any pharmacy
- Immunizations and non-acute care
- District support \$150,000



Employee Daycare_(Board action in June)

Daycare in each high school feeder pattern

- 2 locations to open in January 2023
 - Canyon Creek Elementary and former New Comer Center Building across from Richardson High School
- Remaining location opening date to be determined
- Ability to serve 68 children per location (total 136)
- Children ages 6 weeks to 3 years
- Employee cost \$350 per month
- Estimated annual operating cost \$510,000 per location (total \$1,020,00)
- All in construction/enovation \$2,000,000 per location (\$4,000,000)



Employee Pre-K

- \$150 month per child/10 months
- Pre-K for employee 4-year-olds is offered at all 29 RISD Pre-K campuses
- Pre-K for employee 3-year-olds is offered at 7 RISD Pre-K campuses. There are a limited number of 3-year-old seats at each location.
- More information at <https://web.risd.org/prekforall/>



Flexible Work Options

- We are competing with other industries for talent
- Historically all or none view
- Options
 - Job sharing
 - Remote work - daily or occasionally
 - Compressed work week
 - Flexible schedule



Teacher Pipeline Development

- TCLAS Grants (Texas COVID Learning Acceleration Supports)
- Residency Programs
- Associate Teacher



RECRUIT, RETAIN AND REWARD ALL EMPLOYEES

Compensation

Benefits

Pipeline Development

Behavior &
Discipline

CULTURE

TIME

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22-23 Required Increases (Board Action in June)

Description	Amount
Utility cost increase	\$1,000,000
Fuel cost increase	\$500,000
Employee Clinic	\$150,000
Election cost increase	\$100,000
Unemployment Insurance cost increase	\$70,000
Dallas Central Appraisal District Fees	\$68,891
Total	\$1,888,891



General Fund Multi-Year Forecast

	Estimated FY 21-22	7.99% FY 22-23	4.00% FY 23-24	3.00% FY 24-25	3.00% FY 25-26
Tax Rate	\$1.0409	\$0.9954	\$0.98180	\$0.97680	\$0.97180
Total Revenue	\$375,246,196	\$365,944,019	\$360,546,477	\$357,778,313	\$353,398,881
Recurring Costs	\$369,014,719	\$379,619,115	\$383,028,845	\$386,447,192	\$390,058,727
Raise (Teacher 4.25% to 5.0%, Others 4%)		\$13,167,154	\$22,530,947	\$32,174,196	\$42,105,285
New Hire Stipend		\$1,556,100			
Budget Increases		\$1,888,891	\$1,983,336	\$2,082,502	\$2,186,627
Eliminated positions		(\$1,195,604)	(\$1,195,604)	(\$1,195,604)	(\$1,195,604)
ESSER Supplanting	(\$7,600,000)	(\$7,600,000)			
Total Expenditures	\$361,414,719	\$387,435,656	\$406,347,524	\$419,508,286	\$433,155,035
Change in Fund Balance	\$13,831,477	(\$21,491,637)	(\$45,801,047)	(\$61,729,973)	(\$79,756,154)
Ending Total Fund Balance	\$181,324,324	\$159,832,687	\$114,031,640	\$52,301,667	(\$27,454,487)
% Total FB to Total Expenditures	50%	41%	28%	12%	(6%)



Budget Implications-Strategic Plan

- Continue efforts to increase enrollment
- Continue process to identify greater efficiencies in staffing
- Continue to advocate legislators to increase funding for school districts (inflation, competitive compensation, etc.)



RECRUIT, RETAIN AND REWARD ALL EMPLOYEES

Compensation

Benefits

Pipeline
Development

CULTURE



RISD's commitment is to competitively compensate our employees for the contributions they make to ensure ALL students connect, learn, grow and succeed.

Budget Calendar

- January 10, 2022 – Board of Trustees Meeting: Demographic Report
- January 24, 2022 – Board of Trustees Work Session: Status of fiscal year 2021-22
- January 24, 2022 – Send out budget worksheets and special request forms to campuses and departments
- February 15, 2022 – Board of Trustees Meeting: Financial Benchmarks
- February 21, 2022 – Budget worksheets and special request forms sent to Department Heads for review
- February 28, 2022 – Budget worksheets and special request forms sent to SAC members for review
- February 28, 2022 – Receive update from Dallas Central Appraisal District (tentative)
- March 7, 2022 – Board of Trustees Meeting: Budget presentation
- March 28, 2022 – Board of Trustees Work Session: Budget presentation
- April 11, 2022 – Board of Trustees Meeting: Budget presentation
- April 19, 2022 – Board of Trustees Work Session: Budget presentation
- April 30, 2022 – Last day to receive estimated certified value from Dallas Central Appraisal District



Budget Calendar (continued)

- ➔ • May 9, 2022 – Board of Trustees Meeting: Budget presentation
- May 23, 2022 – Board of Trustees Work Session: Budget presentation
- May 26, 2022 – Publish notice of hearing to adopt budget and tax rate (no less than 10 and no more than 30 days prior to hearing)
- June 6, 2022 – Board of Trustees Meeting: Conduct public hearing on budget and tax rate, and adopt budget
- June 13, 2022 – Board of Trustees Work Session
- July 25, 2022 – Last day to receive certified value from Dallas Central Appraisal District
- August 1, 2022 – Last day to Provide Certified Value to Texas Education Agency
- August 5, 2022 – Last for Texas Education Agency to Provide Maximum Compressed Tax Rate
- September 1, 2022 – Publish notice of hearing on tax rate (no less than 10 and no more than 30 days prior to hearing), if necessary
- September 12, 2022 – Board of Trustees Work Session: Adopt tax rate
- October 1, 2022 – Mail tax bills with adopted rate



RECRUIT, RETAIN AND REWARD ALL EMPLOYEES

- **Employee Daycare-January 2023**
- **Reduced Pre-K Tuition**
- **Employee Clinic**
- **Health Insurance**
- **Job Flexibility**

RECRUIT, RETAIN AND REWARD ALL EMPLOYEES

Compensation

Benefits

Pipeline
Development

RECRUIT, RETAIN AND REWARD ALL EMPLOYEES



Compensation



Benefits



**Pipeline
Development**

- **Short and Long-Term Strategy for Compensation**
- **Sustainability dependent upon:**
 - **Continue to identify efficiencies in budget**
 - **Increase enrollment**
 - **State funding adjustments**

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**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: May 9, 2022

Submitted by: Tabitha Branum, Interim Superintendent
Christopher B. Goodson, Ed. D. Assistant Superintendent, Human Resources
David Pate, CFO, Finance and Support Services

ACTION ITEM

TOPIC: Consider Approval of the 2022-23 Employee Compensation Plan

BACKGROUND INFORMATION

Administration has collected compensation information from the Texas Association of School Boards (TASB) and other sources to propose compensation for the 2022-23 school year to allow the District to offer compensation competitive with neighboring districts. The District's proposed compensation plan is attached.

INTERIM SUPERINTENDENT'S RECOMMENDATION

The Interim Superintendent recommends that the Board approve the 2022-23 employee compensation plan as attached.

PROPOSED RESOLUTION

WHEREAS, RISD is committed to ensuring that all students maximize their intellect and skills to create their own futures; and

WHEREAS, RISD is committed to ensuring that all students perform at or above grade level; and

WHEREAS, RISD is committed to recruiting, retaining, and rewarding quality personnel; and

WHEREAS, the Board recognizes the District's ability to achieve its goals and objectives is enhanced through employee retention and strong staff morale; and

WHEREAS, the Board of Trustees finds that providing compensation increases and a retention stipend to support staff and recognize their hard work and commitment to students serves an important public purpose of supporting the Board's commitments, strategic objectives, and strategies for students and personnel by implementing strategies to address critical staffing needs that encourage employee retention and boost staff moral;

BE IT THEREFORE RESOLVED, that the Board of Trustees of the Richardson Independent School District hereby approves the attached 2022-23 employee compensation plan and authorizes the Interim Superintendent to establish eligibility criteria and to take such actions as necessary to implement the Board's directive.