

**Agenda of Meeting  
Midlothian ISD  
Board of Trustees Regular Meeting**

L.A. Mills Administration Building  
100 Walter Stephenson Road  
Midlothian, Texas 76065

**Monday, June 19, 2023 – 5:30 PM**

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A Regular Meeting of the Board of Trustees of Midlothian ISD will be held Monday, June 19, 2023, beginning at 5:30 PM.

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

The open portions of this meeting will be streamed live and recorded. The video will be made available to the public on the District's website.

**PUBLIC COMMENT** – Public comments related to this meeting will be accepted in person only in accordance with the Open Meetings Act and Local District Policy, BED(LOCAL). Members of the public wishing to address the Board during the public comment portion of this regular meeting shall be limited to five minutes, or less, should a change to the allotted time be necessary as determined by the presiding officer based on the meeting.

In-person participants must either sign up online by 4:00 pm the day of the meeting or sign in and complete a "Public Comment Participation Form" and present it to the Board President or designee 10 minutes prior to the start of the meeting. If a completed form for public comment is not received by the applicable deadline posted, the individual will not be able to participate in public comment at this meeting.

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

- I. FIRST ORDER OF BUSINESS
  - A. Announcement by the presiding officer that a quorum of Board members is present, that the meeting has been duly called, and that notice of the meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551
- II. CLOSED SESSION as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551.
  - A. Pursuant to §551.071, Texas Government Code, consultation with District's legal counsel regarding legal and procedural issues concerning the naming of an Interim Superintendent and the search for a new Superintendent
  - B. Consideration of Personnel, Texas Government Codes 551.074 - Resignations, Terminations, and Non-renewals of Professional Employees, Employment, Leaves

- of Absences, Personnel Issues including a discussion regarding the naming of an Interim Superintendent and the search for a new Superintendent
  - C. Discuss Purchase, Exchange, Lease, or Value of Real Property 551.072
  - D. Students, Texas Government Code 551.082, 551.0821
    - 1. Discipline Issues
    - 2. Non-Discipline Issues
- III. RECONVENE TO OPEN SESSION
- IV. INTRODUCTION OF MEETING
  - A. Invocation
  - B. Pledges of Allegiance
- V. BOARD PRESIDENT REPORT
- VI. TRUSTEE REPORT on Good Things
- VII. PRESENTATIONS / RECOGNITIONS
  - A. MISD Mission and Vision
  - B. MISD Board Pledge
  - C. MHS State Theater Individual Student Recognition
  - D. State Track Student Recognition
  - E. State 5A UIL Qualifier -- Speech Meet for Ready Writing
  - F. Outstanding Staff Member Recognition
  - G. State HOSA Recognition
  - H. Recognition of Gifts and/or Donations
- VIII. PUBLIC COMMENT - *for Items on the Agenda*: Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED (LOCAL). Individuals wishing to speak shall follow the procedures outlined above.
- IX. PUBLIC HEARING
  - A. Public Hearing for Budget and Proposed Tax Rate for 2023/2024
- X. SUBCOMMITTEE UPDATE(S)
  - A. Receive Update on Board Curriculum and Instruction Subcommittee Meeting
  - B. Receive Update from Governance Subcommittee Meeting
  - C. Receive Update from Business and Operations Subcommittee Meeting
- XI. CONSENT AGENDA
  - A. Consider Meeting Minutes
    - 1. May 15, 2023 - Special Board Minutes
    - 2. May 15, 2023 - Regular Board Minutes
    - 3. June 6, 2023 - Special Board Meeting Minutes
    - 4. June 7, 2023 - Special Board Meeting Minutes
    - 5. June 12, 2023 Special Meeting Minutes
  - B. Consider Budget Amendments
  - C. Consider Approval of Gifts and/or Donations
  - D. Consider TexPool Resolution
  - E. Consider Lonestar Investment Pool Authorization
  - F. Consider Authorization for the Superintendent, Interim Superintendent, or Designee to Hire Contractual Personnel between July 1, 2023 and December 31, 2023

- G. Consider Local Policy Revisions with Policy Update 120 (CB Local)
- H. Consider Policy Revision for CDC(LOCAL): Other Revenues, Gifts and Solicitations
- I. Consider Tuition Rate for Non-Resident Students 2023-2024
- XII. DISCUSSION/INFORMATION: ADMINISTRATION & HUMAN RESOURCES
  - A. Discuss Local District Update to FFAC(LOCAL): Wellness and Health Services Medical Treatment
  - B. Discuss SRO Memorandum of Understanding with the City of Midlothian for 2023/2024
- XIII. DISCUSSION/INFORMATION: BUSINESS AND FINANCE
  - A. Receive an Update on Business Reports
- XIV. DISCUSSION/INFORMATION: CURRICULUM AND INSTRUCTION
  - A. Receive Update on Optional Flexible School Year Program for 2022/2023
  - B. Discuss Local District Update CPC (LOCAL): Office Management/Records Management
- XV. ACTION ITEMS: ADMINISTRATION & HUMAN RESOURCES
  - A. Consider Recommendation for Selection of Elementary Principal(s)
  - B. Consider Recommendation for Selection of Secondary Principal(s)
  - C. Consider Approving REACH Agreement for 2023/2024
  - D. Consider Naming an Interim Superintendent and Authorizing the Board President to Negotiate and Execute an Agreement to Hire the Interim Superintendent
  - E. Consider Supplemental Pay Resolution for 23/24
- XVI. ACTION ITEMS: BUSINESS AND FINANCE
  - A. Consider an "ORDER AUTHORIZING THE ISSUANCE OF MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2023; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT AND NOTICE OF SALE; AND ENACTING OTHER PROVISIONS RELATING THERETO."
  - B. Consider 2023-2024 Final Budget Adoption
  - C. Consider Approval of CSP2223-04 Baxter HVAC Replacement
  - D. Consider Approval of RFP2223-06 Photography Services
  - E. Consider Requisitions over \$50,000
- XVII. ACTION ITEMS: CURRICULUM AND INSTRUCTION
  - A. Consider Approval of Optional Flexible School Year Application for 2023/2024
  - B. Consider Approving Interlocal Agreement with Technical Assistance Provider for the TEA Strong Foundations Grant Received by Midlothian ISD
- XVIII. PUBLIC COMMENT *for non-agenda items*
- XIX. Action, if any, on Items Discussed in Closed Session
- XX. Consider Agenda Items/Topics for Upcoming Meetings

## XXI. ADJOURNMENT OF MEETING

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

### Texas Government Code Section:

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

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

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



**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Board President Report	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	No	
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> This agenda item provides an opportunity for the Board President to share information with constituents and remind the community of any upcoming events.</p> <p><b>WHAT:</b></p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Primary)</i>	3.1 Commit to MISD Cultural Tenets in a Way that Ensure Staff and Student Well-being	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.2 Strive to Be a Listening and Learning Organization Aligned with Stakeholder Engagement	
<b>Legal Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	N/A	
<b>Presenter:</b>	Tami Tobey	
	Board President	

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Trustee Good Things to Share	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	No	N/A
<b>If yes, then select what applies:</b>	N/A	N/A
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<b>WHY:</b> As we open each meeting, the Trustees have an opportunity to share <i>Good Things in MISD</i> , recognizing specific students, staff, and community members.	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 1: Student Success	
<b>Performance Objective:</b> <i>(Primary)</i>	1.1 Multiple Pathways for All Students to Belong	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.1 Commit to MISD Cultural Tenets in a Way that Ensure Staff and Student Well-being	
<b>Legal Reference: (1) / (2)</b>	N/A	N/A
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Tami Tobey	
	Board President	

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	MISD Mission and Vision	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> As we open each meeting, it is important that we share the MISD Mission and Vision with all participants.</p> <p><b>Mission:</b> <i>The mission of Midlothian ISD is to educate students by empowering them to maximize their potential.</i></p> <p><b>Vision:</b> <i>Inspiring excellence today to change the world tomorrow.</i></p>	
<b>Strategic Priority: (Primary)</b>	Priority 1: Student Success	
<b>Performance Objective: (Primary)</b>	1.1 Multiple Pathways for All Students to Belong	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	N/A	N/A
<b>Policy Reference: (1) / (2)</b>	AE-EDUCATIONAL PHILOSOPHY	
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Tami Tobey	
	Board President	

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Board Pledge	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> As we open each meeting, it is important that we share the MISD Board Pledge with all participants.</p> <p><b>WHAT:</b> <i>Pledge is attached to read for the audience.</i></p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Primary)</i>	3.2 Strive to Be a Listening and Learning Organization Aligned with Stakeholder Engagement	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	N/A	N/A
<b>Policy Reference: (1) / (2)</b>	BBF-BOARD MEMBERS - ETHICS	
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Tami Tobey	
	Board President	

# Midlothian ISD

## Board Member Pledge, 2023-2024

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

### Student Focused

- I will be continuously guided by what is best for all students of the District.

### Trustworthiness in Stewardship

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns:
- I will work to ensure prudent and accountable use of district resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

### Commitment in Service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policy making, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively

### Equity in Attitude

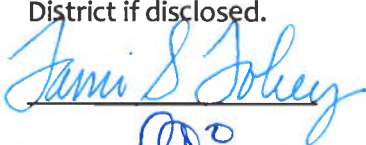

- I will be fair, just and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself. I will encourage expressions of different opinions and listen with an open mind to others' ideas

### Honor in Conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decisions as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

### Integrity in Character

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.


**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	STATE Theater -- Individual Awards -- Board Recognition	
<b>Requires Board Action:</b>	NO	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	No	
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> MISD provides multiple pathways for students to belong. Many students have the opportunity to participate in fine arts in Midlothian. Our MHS theater program had huge success at STATE this year and we are excited to celebrate these students who individually thrived with their performance at STATE.</p> <p><b>WHAT:</b> Our MHS Theater One Act Play went to STATE this year for the first time. Last month we celebrated the entire cast for their success, this month we would like to recognize individuals who stood out and won awards at STATE.</p> <p>Ella Garner (Honorable Mention All Star Cast) and Fallon Fontenot (All Star Cast Award) received acting awards and our very own Paige Parker received the ONE and ONLY Outstanding Tech award given at the contest.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 1: Student Success	
<b>Performance Objective:</b> <i>(Primary)</i>	1.1 Multiple Pathways for All Students to Belong	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.2 Strive to Be a Listening and Learning Organization Aligned with Stakeholder Engagement	
<b>Legal Reference: (1) / (2)</b>		
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	

<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Jennifer Ellison	Sheri Brezeale (ED)
	District Leadership	Executive Director (ED)

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	STATE Track Student Recognition	
<b>Requires Board Action:</b>	NO	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	No	
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> MISD provides multiple pathways for students to belong. Many students have the opportunity to participate in Sports in Midlothian. Our track and field program has huge success at STATE this year and we are excited to celebrate these student athletes and their coaches.</p> <p><b>WHAT:</b> Congratulations to the following Midlothian ISD Track athletes who competed at the UIL State Track &amp; Field Meet in Austin.</p> <p>MHS Jr, Bryan Wesco - Earned 5th Place at STATE in the Triple Jump  MHS Soph, Kyen Purser - Won second place at STATE in the Discus and 7th place in the Shot Put  HHS Fresh, Angel Brefo - Won second place at STATE in the 400M  MHS Jr, Maddie Fey -1st Place, State Champion in the Discus setting a 5A State record, and 2nd place in the Shot Put</p> <p>Here is the best news...EVERY ONE OF THESE ATHLETES WILL RETURN NEXT YEAR!!!</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 1: Student Success	
<b>Performance Objective:</b> <i>(Primary)</i>	1.1 Multiple Pathways for All Students to Belong	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.2 Strive to Be a Listening and Learning Organization Aligned with Stakeholder Engagement	
<b>Legal Reference: (1) / (2)</b>		



<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Jennifer Ellison	Sheri Brezeale (ED)
	District Leadership	Executive Director (ED)

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	State 5A UIL Qualifier -- Speech Meet for Ready Writing	
<b>Requires Board Action:</b>	NO	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	No	
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> MISD provides multiple pathways for students to belong. Many students have the opportunity to shine academically and this is a unique way to show off student skills and success at the STATE level.</p> <p><b>WHAT:</b> MISD would like to congratulate Ellie Faber. As a 9th grader, she placed in the Top 12 at the State 5A UIL Speech Meet for Ready Writing. Making it to the state academic meet is quite the accomplishment in and of itself, but this is a phenomenal accomplishment as a 9th grader because she was mostly competing against upperclassman Ready Writers from the four 5A Regions across the state</p>	
<b>Strategic Priority: (Primary)</b>	Priority 1: Student Success	
<b>Performance Objective: (Primary)</b>	1.1 Multiple Pathways for All Students to Belong	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.2 Strive to Be a Listening and Learning Organization Aligned with Stakeholder Engagement	
<b>Legal Reference: (1) / (2)</b>		
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Jennifer Ellison	Sheri Brezeale (ED)
	District Leadership	Executive Director (ED)

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Outstanding Staff Member -- Board Recognition	
<b>Requires Board Action:</b>	NO	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	No	
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> Our staff shows their committment to MISD culutral tenets and the well-being of others. We have true servant-leaders in this district as demonstrated by our trainer, Ashlyn Tidwell.</p> <p><b>WHAT:</b> MISD Trainer, Ashlyn Tidwell, sprung into action and may have saved a man's life when the track team was eating at State! On the evening of May 11,2023, the Track &amp; Field State Team and Coaches were eating dinner. A patron stood up and took a few steps then collapsed. When he collapsed he fell extremely hard and hit his head on the floor. Coach Ashlyn Tidwell jumped up and immediately started rendering aid to the patron. She was calm, cool and collective during the entire ordeal. She stayed with the gentleman checking his vitals until the Paramedics arrived. Ashlyn, in our eyes, is a hero as she saved that man's life that day. This shows the culture of our staff that they are ready to help at any time.</p>	
<b>Strategic Priority: (Primary)</b>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective: (Primary)</b>	3.1 Commit to MISD Cultural Tenets in a Way that Ensure Staff and Student Well-being	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>		
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	

<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Jennifer Ellison	Sheri Brezeale (ED)
	District Leadership	Executive Director (ED)

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	School Board Recognition -- Midlothian High School HOSA	
<b>Requires Board Action:</b>	NO	
<b>Agenda Location:</b>	PRESENTATIONS / RECOGNITIONS	
<b>Template Attachments:</b>	No	
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> MISD provides multiple pathways for students to belong. Many students have the opportunity to shine academically and this is a unique way to show off student skills and success at the STATE level.</p> <p><b>WHAT:</b> The following students qualified and participated at the HOSA State Conference in Round Rock, Texas.</p> <p>Molly Greeson and Olivia Alvarez - Placed top 20 in the state of Texas for Forensic Science</p> <p>Gracie Kennedy - Placed 2nd in the state of Texas for Clinical Nursing</p> <p>Ethan Brady - Recognition of Merit - State Winner for Blood Drive</p> <p>Molly Greeson, Olivia Alvarez, Gracie Kennedy, Ethan Brady - 4th place in the entire State; Anatomage Tournament</p> <p>Advisors - Megan Lynch &amp; Kara Haley</p> <p>In addition, we had the following success;</p> <p>Kristen Excell - Won a State Scholarship \$1,250 Bailey Davis - Won a State Scholarship - \$2,000</p>	
<b>Strategic Priority: (Primary)</b>	Priority 1: Student Success	
<b>Performance Objective: (Primary)</b>	1.1 Multiple Pathways for All Students to Belong	
<b>Strategic Priority: (Secondary - if needed)</b>	Priority 3: Culture, Climate and Safety	

<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.2 Strive to Be a Listening and Learning Organization Aligned with Stakeholder Engagement	
<b>Legal Reference: (1) / (2)</b>		
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Jennifer Ellison	Sheri Brezeale (ED)
	District Leadership	Executive Director (ED)

# June 2023 GIFTS AND DONATIONS

Running Total: \$202,009.69

Department	Amount being Donated	Entity Donating
HHS Cross Country	\$1,256.98 monetary donation to HHS Cross Country Activity Fund	Jaguar Athletic Booster Club
HHS Track	\$1,350 monetary donation to HHS Track	Jaguar Athletic Booster Club
Irvin Elementary	\$250 monetary donation to purchase library books	Target Distribution Center
HHS Girls Soccer	\$500 monetary donation for soccer camp	Big D BBQ
HHS Girls and Boys Golf	\$2,430 monetary donation for banners in blue gym and tournament travel and meals	HHS Golf Boosters
MISD Board of Trustees	Board of Trustee Governance training valued at \$1,200	HT Consulting



**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Public Meeting to Discuss the Budget and the Proposed Tax Rate for 2023-2024	
<b>Agenda Location:</b>	PUBLIC HEARING	
<b>Template Attachments:</b>	Yes	
<b>If yes, then select what applies:</b>	Presentation	N/A
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> Board Policy CE (Legal) and Education Code Chapter 44 require public school districts to hold a public meeting for the proposed 2023-2024 General Fund, Child Nutrition Fund, and Debt Service Fund Budgets prior to adopting these budgets. Both the public meeting and the approval of the budget can occur at the same meeting provided the public meeting happens first and the required meeting notice has been published in a local newspaper in a timely manner.</p> <p><b>WHAT:</b> A summary budget document is included with this agenda item. The details of the budget will be presented for Board discussion and action later during the June 19th meeting. The Notice of Public Meeting to Discuss Budget and Proposed Tax Rate was published in the Midlothian Mirror newspaper on Thursday, June 19, 2023, which complies with the requirement in Board Policy CE (Legal) and Education Code Chapter 44 of posting the notice no later than 10 days or no earlier than 30 days before the date of the public meeting. A copy of the proposed budget was also posted on the district's website within the required timelines.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 2: Capacity Building and Effective Leadership	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	2.1 Recruit and Retain High-potential Talent	
<b>Legal Reference: (1) / (2)</b>	Texas Education Agency	
<b>Policy Reference: (1) / (2)</b>	CE-ANNUAL OPERATING BUDGET	CCG-LOCAL REVENUE SOURCES
<b>Fiscal Impact/Budget Function Code:</b>	All budgeted funds are all balanced. No fiscal impact.	



<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	No motion.	
<b>Presenter:</b>	Sandy Bundrick	
	Chief Financial Officer	

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Board Subcommittee Report - Curriculum and Instruction	
<b>Requires Board Action:</b>	NO	
<b>Agenda Location:</b>	DISCUSSION/ACTION: CURRICULUM AND INSTRUCTION	
<b>Template Attachments:</b>	No	PDF
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> The Board selected Eduardo Gonzalez and Ed Harrison to serve as subcommittee members on the Curriculum and Instruction Committee for 2023/24 with the staff members of the C&amp;I department.</p> <p><b>WHAT:</b> This agenda item offers an opportunity for this subcommittee to report and update the Board as a whole.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 1: Student Success	
<b>Performance Objective:</b> <i>(Primary)</i>	1.1 Multiple Pathways for All Students to Belong	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 1: Student Success	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	1.3 Continuous Improvement of Curriculum, Professional Development, and the Art and Science of Teaching	
<b>Legal Reference: (1) / (2)</b>	N/A	
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	N/A	
<b>Presenter:</b>	Shelle Blaylock	Trustee
	District Leadership	Eduardo Gonzalez (chairperson)

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Board Subcommittee Report - Governance	
<b>Requires Board Action:</b>	NO	
<b>Agenda Location:</b>	INFORMATION ONLY	
<b>Template Attachments:</b>	No	PDF
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> The Board selected Board officers Tami Tobey and Gary Vineyard to serve as subcommittee members (with Eduardo Gonzalez as an alternate) on the Governance Committee for 2023/2024 with the Superintendent.</p> <p><b>WHAT:</b> This agenda item offers an opportunity for this subcommittee to report and update the Board as a whole on the recent subcommittee meeting from June 3, 2023.</p> <p><b>Topics addressed included:</b>          -Update 120 (Policy CB(LOCAL))          -Policy Revision for CPC(LOCAL)          -Joint City Election (GV)</p>	
<b>Strategic Priority: (Primary)</b>	Priority 1: Student Success	
<b>Performance Objective: (Primary)</b>	1.1 Multiple Pathways for All Students to Belong	
<b>Strategic Priority: (Secondary - if needed)</b>	Priority 1: Student Success	
<b>Performance Objective: (Secondary - if needed)</b>	1.3 Continuous Improvement of Curriculum, Professional Development, and the Art and Science of Teaching	
<b>Legal Reference: (1) / (2)</b>	N/A	
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	N/A	
<b>Presenter:</b>	Jo Ann Fey, Ed.D.	Trustee
	District Leadership	Tami Tobey (Chairperson)

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Board Subcommittee Report - Business and Operations	
<b>Requires Board Action:</b>	NO	
<b>Agenda Location:</b>	INFORMATION ONLY	
<b>Template Attachments:</b>	No	PDF
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> The Board selected Jessica Ward, Ed Harrsion and Gary Vineyard (as alternate) to serve as subcommittee members on the Buiness and Operations Committee for June 2023 / May 2024 with the staff members of the Business and Operations Departments.</p> <p><b>WHAT:</b> This agenda item offers an opportunity to update the Board as a whole.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and Financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 4: District Operations and Financial Stewardship	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	4.1 Systematic Long-range Facility Management	
<b>Legal Reference: (1) / (2)</b>	N/A	
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	N/A	
<b>Presenter:</b>	Sandy Bundrick	Jessica Ward
	District Leadership	Trustee

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**Minutes of Special Meeting  
MISD Board of Trustees  
May 15, 2023 /8:00 am**

**Board Members Present:** Eduardo Gonzalez Gary Vineyard Mike Dillow  
**Board Members via Zoom:** Tami Tobey  
**Board members Absent:** Richard Peña, Jessica Ward, and Holly Teague

**Administration Present:** Jo Ann Fey Sandy Bundrick Jennifer Ellison Darin Kasper  
Aaron Williams Shelle Blaylock

**I. FIRST ORDER OF BUSINESS**

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

The Board meeting was called to order at 8:00 am by Gary Vineyard.

- II. PUBLIC COMMENT- *for Items on the Agenda*: Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED (LOCAL). Individuals wishing to speak shall follow the procedures outlined above.**

Lisa Healy asked the Board to listen to the voters and recognize we have work to do.

**III. DISCUSSION/ACTION ITEMS**

- A. Canvass the may 6, 2023 General Trustee Election**

Eduardo Gonzalez moved, seconded by Mike Dillow, to approve the resolution canvassing and certifying the results of the MISD Board of Trustee Election held in Midlothian, Texas on May 6, 2023 for the purpose of electing School Board Trustees for Place 6 and Place 7.

With 5,352 total votes cast, the results are as follows:

Board of Trustee, Place 6

Tami Tobey - 3,891 votes;

Board of Trustee, Place 7

Ed Harrison - 3,038 total votes

Sheri Dawson - 2,314 total

The motion passed with a vote of 4-0.

- B. Discuss and Approve AN ORDER CANVASSING RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION HELD IN THE MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT ON MAY 6, 2023**

Eduardo Gonzalez moved, seconded by Mike Dillow, to approve an Order Canvassing Returns and Declaring the Results of a Bond election held in the Midlothian School District on May 6, 2023 be approved as presented.

**Proposition A: 2,562 Votes for / 3,188 Votes Against**

Shall the board of trustees of Midlothian Independent School District be authorized to issue and sell bonds of the District in the principal amount of \$356,004,800 for the purpose of acquiring,

constructing, renovating, improving and equipping school buildings of the District, for the purchase of necessary sites for school buildings; and shall there be levied, assessed and collected annually ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds as the same become due and to pay the costs of any credit agreements executed or authorized in anticipation of, in relation to or in connection with the bonds; said bonds to be issued in one or more series or issues, to mature serially or otherwise not more than 40 years from their date, and to bear interest at such rate or rates not to exceed the limit prescribed by law at the time of issuance, as the board of trustees in its discretion shall determine?

**Proposition B: 2,241 Votes for / 3,504 Votes Against**

Shall the board of trustees of Midlothian Independent School District be authorized to issue and sell bonds of the District in the principal amount of \$48,664,600 for the purpose of, acquiring, constructing and equipping storm shelters at Baxter Elementary School, Miller Elementary School, McClatchey Elementary School, Frank Seale Middle School and Walnut Grove Elementary School, including the acquisition of land therefor; and shall there be levied, assessed and collected annually ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds as the same become due and to pay the costs of any credit agreements executed or authorized in anticipation of, in relation to or in connection with the bonds; said bonds to be issued in one or more series or issues, to mature serially or otherwise not more than 40 years from their date, and to bear interest at such rate or rates not to exceed the limit prescribed by law at the time of issuance, as the board of trustees in its discretion shall determine?

**Proposition C: 1,851 Votes for / 3,889 Votes Against**

Shall the board of trustees of Midlothian Independent School District be authorized to issue and sell bonds of the District in the principal amount of \$11,274,900 for the purpose of, constructing, renovating, and improving District athletic facilities, and shall there be levied, assessed and collected annually ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds as the same become due and to pay the costs of any credit agreements executed or authorized in anticipation of, in relation to or in connection with the bonds; said bonds to be issued in one or more series or issues, to mature serially or otherwise not more than 40 years from their date, and to bear interest at such rate or rates not to exceed the limit prescribed by law at the time of issuance, as the board of trustees in its discretion shall determine?

Total votes cast = 5,802

The motion passed with a vote of 4-0.

**IV. ADJOURNMENT OF MEETING**

The meeting adjourned at 8:13 am.

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**Board President**

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**Board Secretary**

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**June 19, 2023**

**Date**

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**Minutes of Regular Meeting  
MISD Board of Trustees  
May 15, 2023 / 5:30 pm**

**Board Members Present:** Mike Dillow      Richard Peña      Holly Teague      Tami Tobey      Gary Vineyard  
Jessica Ward      Ed Harrison

Eduardo Gonzalez arrived at 7:21 pm

**Administration Present:** Shelle Blaylock      Jo Ann Fey      Sandy Bundrick      Jennifer Ellison  
Darin Kasper      Aaron Williams

**I. FIRST ORDER OF BUSINESS**

- A. Announcement by the presiding officer that a quorum of Board members is present, that the meeting has been duly called, and that notice of the meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551  
The meeting was called to order at 5:30 pm.

B. INTRODUCTION OF MEETING

1. Invocation  
The invocation was given by Mike Dillow.
2. Pledges of Allegiance  
The pledges were led by Frank Seale Middle School Cheerleaders.

**II. SUPERINTENDENT REPORT**

- A. Good Things  
Dr. Fey congratulated the MHS One Act Play state participants.
- B. Student Ambassadors
- C. Receive Update from Student Advisory Senior Committee Members  
Senior members of the Student Advisory Group shared lessons learned from this year and potential goals moving forward.

**III. TRUSTEE REPORT on Good Things**

Tami Tobey recognized the hard work of the One Act Play participants and shared her gratitude for the MEF Stars Banquet each year.

Gary Vineyard spoke about the ROTC banquet and this program's first year at MISD as well as the MISD Retirement Reception for staff retiring from MISD.

Jessica Ward shared her enjoyment visiting students during lunch on the elementary campuses during May.

**IV. PRESENTATIONS / RECOGNITIONS**

- A. Heritage High School Theatrical Design State Qualifiers  
Heritage HS student, Katelyn Clarke, qualified to compete at state in the UIL Theatrical Design in the Marketing Category.

- I. Heritage High School - Broadway Dallas  
Heritage Fine Arts received their first Broadway Dallas High School Music Theatre Awards (HSMATA). Heritage received a nomination for Outstanding Music Direction and Isaac George won a nomination for Outstanding Lead Performer. On June 3rd, Isaac George and Rhegan Burkhart will perform at Dallas Music Hall.
- A. MISD Mission and Vision  
Tami Tobey read the Mission and Vision into the record.
- B. MISD Board Pledge  
The Board read the pledge for the record.
- C. Recognition of 2023 Valedictorian and Salutatorian  
The Board recognized Heritage High School Valedictorian, Austin Craft and MHS Valedictorian, Caleb Carter in addition to MHS Salutatorian- Ethan Koppmann and HHS Salutatorian- Hannah Espinoza for their hard work and accomplishments.
- D. MHS Golf State Qualifier  
Landon Johnson, MHS Senior, was recognized for qualifying for the state golf tournament.
- E. MHS Boys Soccer - Regional Finalist  
The MHS Boys Soccer team was recognized for becoming a regional finalist this year.
- F. MHS One Act Play State Qualifier  
MHS Theatre students were recognized as regional champions where Zach Cardenas was named best performer; Haden Moorhead received the All Star Cast Award; and Ella Garner received the Honorable Mention All Star Cast Award. These students qualified and competed in the One Act Play State competition for the first time in MHS history.
- G. MHS Students Receive Texas Theatre Scholars - Presidential List  
Cooper Kids and Jeremiah Cuellar were recognized on the Texas Theatre Scholars Presidential List.
- H. MHS UIL Poetry State Qualifier  
MHS Senior, Cooper Kids, qualified and competed at the State UIL Poetry competition.
- K. MISD Community for Education Award  
The NAMM Foundation awarded MISD and the community with the Best Communities for Music Education Award.
- L. Recognition of Gifts and/or Donations  
MHS Golf Boosters, CTE Booster Club, Andrea Walton State Farm, Access Self Storage, Earthtones/Canyon Creek Homes, Rhino Estates Group and Jackie McDonald Realtor were recognized for their donations/gifts to MISD for the month.
- M. Recognition of Trustee Holly Teague's Service  
In recognition of service to MISD, Holly Teague was presented a plaque from the Board of Trustees.

**V. INSTALLATION OF SCHOOL BOARD MEMBERS**

- A. Administer Oath of Office to Trustee Places 6 and 7  
The Oath of Office was administered to Tami Tobey as MISD Trustee, Place 6 and Ed Harrison as MISD Trustee Place 7 as they were each sworn into office.



The Board moved out of open session at 6:19 pm and into closed session at 6:26 pm.

**VI. CLOSED SESSION as authorized by the Texas Open meetings Act, Texas Government Code Chapter 551.**

- A. Discussion of Board officers, including submissions of intent and qualifications under Texas Government Code 551.074.
- B. Discussion of Personnel, Texas Government Code 551.074 - Resignations, Terminations, and Non-renewals of Professional Employees, Employment, Leaves of Absences, Personnel Issues

The Board moved out of closed session at 7:09 pm.

**VII. RECONVENE TO OPEN SESSION**

The Board reconvened in open session at 7:14 pm.

**VIII. Reorganization of Board Officers**

Mike Dillow nominated Tami Tobey as Board President; Richard Peña seconded the nomination. There were no further nominations for Board President. The nomination for Tami Tobey as President passed with a vote of 6-0.

Mike Dillow nominated Gary Vineyard as Board Vice President; Gary Vineyard seconded the nomination. There were no further nominations for Vice President. The nomination for Gary Vineyard as Vice President passed with a vote of 6-0.

Gary Vineyard nominated Eduardo Gonzalez as Board Secretary; Richard Peña seconded the nomination. There were no further nominations for Secretary. The nomination for Eduardo Gonzalez as Secretary passed with a vote of 6-0.

**IX. PUBLIC COMMENT - *for Items on the Agenda*:** Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED (LOCAL). Individuals wishing to speak shall follow the procedures outlined above.

Lisa Healy addressed the Board regarding the consent agenda and asked that all items that pertain to tax payer interests be moved off of the consent agenda.

**X. DISCUSSION/ACTION: ADMINISTRATION & HUMAN RESOURCES**

- A. Consider Recommendation for Selection of Elementary Principal(s)  
This item has been moved to a future meeting.
- B. Consider Recommendation for Selection of Secondary Principal(s)  
Jessica Ward moved, seconded by Richard Peña, to approve Amanda Rodgers as the new principal for Midlothian High School. The motion passed with a vote of 6-0.

Eduardo Gonzalez arrived at 7:21 p.m.

Gary Vineyard made a motion, seconded by Richard Peña, to approve Cassandra Ricks, as the principal for Dieterich Middle School. The motion passed with a vote of 7-0.

- C. Consider Approval of the JJAEP Memorandum of Understanding for 23-24 School Year  
Gary Vineyard moved, seconded by Tami Tobey, to approve the JJAEP Memorandum of Understanding as presented. The motion passed with a vote of 7-0.
- D. Consider Local Policy Revisions with Policy Update 120 (CB, CKC, FNG, and FO Local)  
After a brief discussion relating to CB(LOCAL) Jessica Ward made a motion, seconded by Richard Peña, to approve Update 120 local policy revisions to CKC, FNG as presented and FO Local with

the district specific changes. [CB(LOCAL) will go back to the Governance Subcommittee for discussion and clarification at the request of Mr. Harrison.] The motion passed with a vote of 7-0.

- E. Consider Additional Staff - Growth Positions for 2023-24  
Gary Vineyard made a motion, seconded by Richard Peña, to approve the additional growth positions for 2023-2024 as presented. The motion passed with a vote of 6-1; Ed Harrison voted against the motion.
- F. Discuss 2023/24 Stipends  
Specifics related to stipends for 2023/2024 were shared with the Board for information as part of the planning process for the upcoming 23/24 budget year.

**XI. DISCUSSION/ACTION: BUSINESS AND FINANCE**

- A. Discuss Budget Workshop #4 for 2023/2024 Budget  
Sandy Bundrick presented the most recent information related to the budgeting process for the 23/24 school year.
- B. Consider Setting Tax Rate Publication Rate and Date for 2023-2024 Budget Hearing  
Gary Vineyard made a motion, seconded by Eduardo Gonzalez, that the publication tax rate be \$0.7846 for Maintenance and Operations and \$0.44 for Interest and Sinking, and the regular June 19, 2023, board meeting be set as the date for the public hearing on the proposed budget and proposed tax rate for 2023-2024. The motion passed with a vote of 7-0.
- C. Consider Appointing the MISD Representative to the Tax Reinvestment Zone (MDA) Board of Directors  
Gary Vineyard made a motion, seconded by Tami Tobey, to appoint Dr. Jo Ann Fey as the Midlothian ISD Representative to the Tax Reinvestment Zone Board of Directors. The motion passed with a vote of 7-0.
- D. Consider Approval of CSP 2223-03 Vitovsky Parking  
Jessica Ward made a motion, seconded by Richard Peña, to award J Squared Construction the contract for the additional Vitovsky Parking project in the amount of \$1,246,325. The motion passed with a vote of 7-0.
- E. Consider Approval of RFP 2223-02 Depository Services  
Jessica Ward made a motion, seconded by Gary Vineyard, to award the Midlothian ISD Bank Depository Contract to First Financial Bank for the period of July 1, 2023 through June 30, 2025, per the proposal submitted. The motion passed unanimously.
- F. Receive an Update from the Business and Operation Subcommittee Meeting  
Jessica Ward provided an update on the most recent Business and Operations Subcommittee meeting.
- G. Review Monthly Business Reports  
Sandy Bundrick reviewed the monthly business reports.

**XII. DISCUSSION/ACTION: CHIEF OF STAFF**

- A. Report on Priority 3 Culture, climate, and Safety to the Board  
Jennifer Ellison provided an update on the status of Priority 3: Culture, Climate and Safety and the work within our key strategic actions aligned to the performance objectives adopted by the Board.

**XIII. DISCUSSION/ACTION: GOVERNANCE**

- A. Receive Update from Governance Subcommittee Meeting  
Tami Tobey provided an update from the Governance Subcommittee meeting on May 1, 2023. Topics addressed included: Raise Your Hand Texas Program opportunities, Board to Classroom program, conference schedules, and who sets the vision for the district and priorities adopted by the Board.

#### **XIV. INFORMATION ONLY**

- A. Discuss Policy Revision for CDC(LOCAL): Other Revenues, Gifts and Solicitations  
Dr. Ron Bland provided information related to a potential policy change for consideration. This item is for information only for May and will be brought back in June for action.
- B. Receive Information on Summer Work Hours for Summer 2023  
Dr. Aaron Williams shared the summer work schedule for 2023 with the Board for information.
- C. Board President Designation of Subcommittee Members for May 2023 - April 2024  
Board President Tami Tobey presented the subcommittee members for May 2023 - April 2024.  
Business and Operations: Ed Harrison and Jessica Ward, Gary Vineyard as alternate  
HR and Student Services: Jessica Ward and Mike Dillow, Richard Pena as alternate  
Curriculum and Instruction: Ed Harrison and Eduardo Gonzalez, Mike Dillow as alternate  
Governance: Board Officers - Tami Tobey, Gary Vineyard, Eduardo Gonzalez as alternate

#### **XV. CONSENT AGENDA**

- A. Consider Meeting Minutes
  - 1. March 20, 2023 - Regular Meeting Minutes
  - 2. April 17, 2023 - Regular Board Minutes
  - 3. April 24, 2023 - Special Board Meeting Minutes
  - 4. May 1, 2023 - Special Board Meeting Minutes
- B. Consider Approval of Vendors for Contracted Services RFP 2223-05
- C. Consider Budget Amendments
- D. Consider Approving Mentor's Care Agreement for 2023/2024
- E. Consider Approving Navarro College MOU for 2023/2024
- F. Consider Local Policy Revision DCE (LOCAL)
- G. Consider Approving Dress Code Recommendations for 2023/2024
- H. Consider to Approve Contract Recommendations 23/24
- I. Consider Approval of Gifts and/or Donations

Ed Harrison asked to pull Consent Agenda Items: B, C, G, and H for discussion.

Gary Vineyard made a motion, seconded by Eduardo Gonzalez, to approve the consent agenda as presented, with the exception of Items B, C, G, and H. The motion passed with a vote of 7-0.

Item B: Consider Approval of Vendors for Contracted Services RFP 2223-05

Ed Harrison made a motion, seconded by Jessica Ward, to approve the item as presented. The motion passed with a vote of 7-0.

Item C: Consider Budget Amendments

Ed Harrison made a motion, seconded by Tami Tobey, to approve the budget amendments as presented. The motion passed unanimously.

Item G: Consider Approving Dress Code Recommendations for 2023/2024

Item H: Consider to Approve Contract Recommendations 23/24

Ed Harrison made a motion, seconded by Jessica Ward, to approve the dress code recommendations for

23/24 as presented as well the 23/24 Contract Recommendations. The motion passed with a vote of 7-0.

**XVI. PUBLIC COMMENT *for non-agenda items***

There was no public comment for this portion of the meeting.

The Board moved out of open session at 9:25 pm and into closed session at 9:30 pm.

**XVII. CLOSED SESSION as authorized by the Texas open Meetings Act, Texas Government Code Ch 551.**

- A. Discussion of Personnel, Texas Government Codes, 551.074 - Resignations, Terminations, and non-renewals of Professional Employees, Employment, Leaves of Absences, Personnel Issues
  - 1. Deliberation and consultation with legal counsel regarding personnel matters, including proposed termination of term contract employee, pursuant to Tex Gov't Code 551.074, 551.071, 551.129
- B. Discuss Purchase, Exchange, Lease, or Value of Real Property 551.072
- C. Students, Texas Government Code 551.082 551.0821
  - 1. Discipline Issues
  - 2. Non-Discipline Issues

The Board moved out of closed session at 10:10 pm.

**XVIII. RECONVENE from Closed Session**

The Board reconvened into open session at 10:16 pm.

**XIX. Action, if any, on items Discussed in Closed Session**

- A. Consider action to propose termination of administrator term contract
- No action to be taken.

**XX. Consider Agenda Items/Topics for Upcoming Meetings**

Nothing shared.

**XXI. ADJOURNMENT OF MEETING**

The meeting adjourned at 10:16 pm.

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**Board President**

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**Board Secretary**

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**June 19, 2023**

**Date**

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**Minutes of Special Meeting  
MISD Board of Trustees  
June 6, 2023 / 5:30 pm**

**Board Members Present:** Mike Dillow, Eduardo Gonzalez Ed Harrison Tami Tobey Jessica Ward  
Richard Pena

Gary Vineyard arrived at 6:05 pm

**Guest:** Holly Teague, HT Consulting

**Attorney:** Haley Turner, Walsh Trevino Kyle & Robinson P.C.

**I. FIRST ORDER OF BUSINESS**

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

The Board meeting was called to order at 5:30 pm.

**II. INTRODUCTION OF MEETING**

**A. Invocation**

The invocation was given by Eduardo Gonzalez.

**B. Pledges of Allegiance**

The pledges were said by all attendees.

- III. PUBLIC COMMENT- *for Items on the Agenda*: Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED (LOCAL). Individuals wishing to speak shall follow the procedures outlined above.**

There was no public comment for this meeting.

The Board moved out of open session at 5:32 pm and into closed session at 5:35 pm.

**IV. CLOSED SESSION**

- A. Discussion of Personnel, Texas Government Code 551.074 - Resignations, Terminations, and Non-renewals of Professional Employees, Employment, Leaves of Absences, Personnel Issues, Superintendent Transition**
- B. Consultation with Attorney, Texas Government Code Chapter 551.071**
- C. Safety and Security, Texas Government Code Chapter 551.076**
- D. Discuss Purchase, Exchange, Lease, or Value of Real Property 551.072**
- E. Students, Texas Government Code 551.082, 551.0821**
  - 1. Discipline Issues**
  - 2. Non-Discipline Issues**

The Board moved out of closed session at 7:17 pm and into open session at 7:24 pm.

**V. DISCUSSION ITEMS**

- A. Discussion Regarding Board Governance and Board Scorecard**

Holly Teague worked with the Board on the initial steps in creating the Board scorecard.

**VI. ADJOURNMENT OF MEETING**

Jessica Ward moved, seconded by Gary Vineyard to adjourn the meeting. The motion passed with a vote of 7-0. The meeting adjourned at 8:25 pm.

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**Board President**

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**Board Secretary**

**June 19, 2023**

**Date**

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**Minutes of Special Meeting  
MISD Board of Trustees  
June 7, 2023 / 5:30 pm**

**Board Members Present:** Mike Dillow      Eduardo Gonzalez      Ed Harrison      Tami Tobey      Jessica Ward  
Richard Pena      Gary Vineyard

**Administration Present:** Jo Ann Fey      Jennifer Ellison      Shelle Blaylock      Aaron Williams  
Sandy Bundrick

**Guests:** Jim Norris, Consultant

**I. FIRST ORDER OF BUSINESS**

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

The Board meeting was called to order at 5:31 pm.

**II. INTRODUCTION OF MEETING**

**A. Invocation**

The invocation was given by Ed Harrison.

**B. Pledges of Allegiance**

The pledges were said by all attendees.

- III. PUBLIC COMMENT- *for Items on the Agenda*: Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED (LOCAL). Individuals wishing to speak shall follow the procedures outlined above.**

There was no public comment for this meeting.

**IV. DISCUSSION ITEMS: BUSINESS AND FINANCE**

**A. Finance 101 Training**

Jim Norris provided training and an overview of the school finance process and the many factors that weigh into the creation and implementation thereof.

**B. Discuss Budget workshop #5 for 2023/2024 Budget**

Sandy Bundrick provided the most recent information and options related to the budget for 2023/2024 for Board discussion and review.

**V. DISCUSSION: ADMINISTRATION & HUMAN RESOURCES**

**A. Discuss Supplemental Pay Resolution for 2023**

Based upon the most recent budget scenarios, Aaron Williams proposed several options for consideration relating to a potential supplemental pay, pending available funds. Information only at this time.

The Board moved out of open session at 7:54 pm and into closed session at 7:59 pm.

**VI. CLOSED SESSION**

- A. Discussion of Personnel, Texas Government Code 551.074 - Resignations, Terminations, and Non-renewals of Professional Employees, Employment, Leaves of Absences, Personnel Issues
- B. Consultation with Attorney, Texas Government Code Chapter 551.071
- C. Safety and Security, Texas Government Code Chapter 551.076
- D. Discuss Purchase, Exchange, Lease, or Value of Real Property 551.072
- E. Students, Texas Government Code 551.082, 551.0821
  - 1. Discipline Issues
  - 2. Non-Discipline Issues

The Board moved out of closed session at 8:32 pm and into open session at 8:35 pm.

**VII. ADJOURNMENT OF MEETING**

Mike Dillow moved, seconded by Jessica Ward, to adjourn the meeting. The motion passed with a vote of 7-0. The meeting adjourned at 8:35 pm.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

June 19, 2023

\_\_\_\_\_  
Date



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**Minutes of Special Meeting  
MISD Board of Trustees  
June 12, 2023 / 5:30 pm**

<b>Board Members Present</b>	Mike Dillow	Eduardo Gonzalez	Richard Pena	Tami Tobey	Jessica Ward
<b>Board Members Remote</b>	Ed Harrison	Gary Vineyard			
<b>Administration Present</b>	Jennifer Ellison	Shelle Blaylock	Sandy Bundrick	Aaron Williams	
<b>Guests (all remote)</b>	Ann Dixon Consultant	Haley Turner Attorney	Page Kyle Attorney		

**I. FIRST ORDER OF BUSINESS**

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

The Board meeting was called to order at 5:32 pm.

**II. INTRODUCTION OF MEETING**

**A. Invocation**

The invocation was given by Eduardo Gonzalez.

**B. Pledges of Allegiance**

The pledges were said by all attendees.

**III. PUBLIC COMMENT- *for Items on the Agenda:* Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED (LOCAL). Individuals wishing to speak shall follow the procedures outlined above.**

Lisa Healy provided public comment requesting that the Board perform the search for the new superintendent themselves and not hire an outside company.

The Board moved out of open session at 5:37 pm and into closed session at 5:39 pm under Tex. Gov't. Code Chapter 551.071, 551.129, and 551.074.

**IV. CLOSED SESSION**

- A. Consultation with legal counsel regarding issues related to superintendent transition, superintendent search process, interim superintendent, and related matters as permitted by law, pursuant to Tex. Gov't Code Sections 551.071, 551.129.**
- B. Consideration of Personnel, Texas Government Code 551.074 - Resignations, Terminations, and Non-renewals of Professional Employees, Employment, Leaves of Absences, Personnel Issues**

**V. RECONVENE TO OPEN SESSION**

The Board moved out of closed session at 8:08 pm and into open session at 8:12 pm.

Richard Pena left the meeting at 8:08 pm.

**VI. DISCUSSION/ACTION ITEMS**

**A. Consideration and Possible Action to Select Superintendent Search Firm**

Eduardo Gonzalez moved, seconded by Jessica Ward, to approve Walsh Gallegos law firm and consultant, Dr. Ann Dixon to conduct the Midlothian ISD Superintendent Search. The motion passed with a vote of 6-0.

**B. Other Action, if any, resulting from closed session**

N/A

**VII. INFORMATION ITEM**

**A. Consider Local Option Homestead Exemption**

In light of discussions from the June 7th budget meeting, Sandy Bundrick shared information related to the deadline and implications associated with considering repealing the 10% Local Homestead Exemption as information.

**VIII. ADJOURNMENT OF MEETING**

Mike Dillow moved, seconded by Jessica Ward, to adjourn the meeting. The motion passed with a vote of 6-0. The meeting adjourned at 8:37 pm.

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**Board President**

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**Board Secretary**

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**June 19, 2023**

**Date**

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Budget Amendments	
<b>Agenda Location:</b>	CONSENT	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> To amend the annual budget to allow expenditures to be spent from the correct function according to TEA guidelines.</p> <p><b>WHAT:</b></p> <p><b>General Fund:</b></p> <ul style="list-style-type: none"> <li>-Transfer \$2,991 from Security to Extra/ Co-Curricular Activities for student travel expenses at MHS.</li> <li>-Transfer \$2,733 from Central Administration to Extra/Co-Curricular for student travel expenses for Special Ed.</li> <li>-Transfer \$7,735 from Central Administration (\$1,267), Instructional Administration (\$3,968) and Staff Development (\$2,500) to Instruction for Homebound pay for Special Ed.</li> <li>-Revise Athletic Budget to add additional gate receipts collected and to add money to Student Transportation that was higher at the High Schools due to the change in Districts and to make needed replacements of tennis court wind screens at multiple campuses and to repair track areas. No net change to the bottom line.</li> <li>-Revise budget to reflect state funding and local revenue accounts accurately and to adjust expenses to the correct function.</li> </ul>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference:</b> (1) / (2)	Texas Education Agency	N/A
<b>Policy Reference:</b> (1) / (2)	CE-ANNUAL OPERATING BUDGET	
<b>Fiscal Impact/Budget Function Code:</b>	None	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	

<b>Motion:</b>	Presented as a consent item. If the item is pulled from the consent agenda, the motion might be: "I move to approve the budget amendment to the 2022-2023 budget as presented."	
<b>Presenter:</b>	Sandy Bundrick	
	District Leadership	

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Approval of Gifts and/or Donations	
<b>Agenda Location:</b>	CONSENT	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY: Based upon local policy:</b> The Board delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval. Once accepted, a gift becomes the sole property of the District</p> <p><b>WHAT:</b> Each month the Board is provided an update of gifts and donations to be accepted. NOTE: A running annual total is provided for tracking purposes.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and Financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.1 Commit to MISD Cultural Tenets in a Way that Ensure Staff and Student Well-being	
<b>Legal Reference: (1) / (2)</b>	N/A	N/A
<b>Policy Reference: (1) / (2)</b>	CDC-OTHER REVENUES - GIFTS AND SOLICITATIONS	
<b>Fiscal Impact/Budget Function Code:</b>	Varies each month based upon the value of donations and gifts received.	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	This is a consent agenda item: however, if needed a motion might be, "I move to approve the Gifts and Donations as presented."	
<b>Presenter:</b>	Jo Ann Fey, Ed.D.	
	District Leadership	

# June 2023 GIFTS AND DONATIONS

Running Total: \$202,009.69

Department	Amount being Donated	Entity Donating
HHS Cross Country	\$1,256.98 monetary donation to HHS Cross Country Activity Fund	Jaguar Athletic Booster Club
HHS Track	\$1,350 monetary donation to HHS Track	Jaguar Athletic Booster Club
Irvin Elementary	\$250 monetary donation to purchase library books	Target Distribution Center
HHS Girls Soccer	\$500 monetary donation for soccer camp	Big D BBQ
HHS Girls and Boys Golf	\$2,430 monetary donation for banners in blue gym and tournament travel and meals	HHS Golf Boosters
MISD Board of Trustees	Board of Trustee Governance training valued at \$1,200	HT Consulting



**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Texpool Investment Resolution	
<b>Agenda Location:</b>	CONSENT	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> To update the District's Authorized Signers on theTexpool Investment Pool accounts.</p> <p><b>WHAT:</b> Approval of this resolution removes Darin Kasper and adds Marie Andrle as an authorized signed to the District's Texpool Investment Pool accounts.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and Financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	Texas Education Agency	N/A
<b>Policy Reference: (1) / (2)</b>	CDA-OTHER REVENUES - INVESTMENTS	
<b>Fiscal Impact/Budget Function Code:</b>	None	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	Presented as a consent item. If the item is pulled from the consent agenda, the motion might be: "I move to approve the Texpool Investment Pool resolution as presented."	
<b>Presenter:</b>	Sandy Bundrick	
	District Leadership	



# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

## \* Required Fields

### 1. Resolution

#### WHEREAS,

Midlothian ISD

Participant Name\*

7 7 4 1 0

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Sandy Bundrick Chief Financial Officer

Name

Title

4 6 9 8 5 6 5 0 3 4

Phone

8 5 5 9 3 0 4 8 6 4

Fax

sandy.bundrick@misd.gs

Email

Signature

2. Marie Andrie Accounting Coordinator

Name

Title

4 6 9 8 5 6 5 0 3 7

Phone

8 5 5 9 3 0 4 8 6 4

Fax

marie.andrie@misd.gs

Email

Signature

3. Title

Name

Title

Phone

Fax

Email

Signature



## 1. Resolution (continued)

4.    
Name Title  
    
Phone Fax Email  
  
Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Sandy Bundrick  
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title  
    
Phone Fax Email

- D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 19 day of June, 2023.

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Name of Participant\*

### SIGNED

Signature\*  
Tami Tobey  
Printed Name\*  
Board of Trustees, President  
Title\*

### ATTEST

Signature\*  
Eduardo Gonzalez  
Printed Name\*  
Board of Trustees, Secretary  
Title\*

## 2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsystems.com](mailto:texpool@dstsystems.com)

**Fax:** 866-839-3291

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Lonestar Investment Pool Authorization	
<b>Agenda Location:</b>	CONSENT	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> To update the District's Authorized Signers on the Lonestar Investment Pool accounts.</p> <p><b>WHAT:</b> Approval of this authorization removes Darin Kasper and adds Marie Andrie as an authorized signed to the District's Lonestar Investment Pool accounts.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and Financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	Texas Education Agency	N/A
<b>Policy Reference: (1) / (2)</b>	CDA-OTHER REVENUES - INVESTMENTS	
<b>Fiscal Impact/Budget Function Code:</b>	None	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	Presented as a consent item. If the item is pulled from the consent agenda, the motion might be: "I move to approve the Lonestar Investment Pool authorization as presented."	
<b>Presenter:</b>	Sandy Bundrick	
	District Leadership	

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	<b>Consider Authorizing Superintendent, Interim Superintendent, Acting Superintendent or Designee to Hire Contractual Personnel Between July 1, 2023 and December 31, 2023</b>	
<b>Requires Board Action:</b>	YES	
<b>Agenda Location:</b>	CONSENT	
<b>Template Attachments:</b>	No	
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> Board Policy DC (LOCAL) states, in part, "... the Board may authorize the Superintendent to hire contractual personnel within a specified period of time set by the Board. "The Board has (consent agenda) approved in previous meetings, as to authorize the superintendent to hire contractual personnel including all employees Pay Grade 6 and below with the exception of principals.</p> <p><b>WHAT:</b> This agenda item simply designates the time frame which the Superintendent, Interim Superintendent, Acting Superintendent or Designee has the authority to hire contractual personnel (July 1, 2023 through December 31, 2023).</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and Financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.2 Strive to Be a Listening and Learning Organization Aligned with Stakeholder Engagement	
<b>Legal Reference: (1) / (2)</b>		
<b>Policy Reference: (1) / (2)</b>	DC-EMPLOYMENT PRACTICES	
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	

<b>Motion:</b>	Presented as a consent agenda item; however, if pulled for discussion a motion might be, "I move to authorize the Superintendent, Interim Superintendent, Acting Superintendent or Designee to hire contractual personnel July 1, 2023 - December 31, 2023.	
<b>Presenter:</b>	Jo Ann Fey, Ed.D.	
	District Leadership	

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Midlothian ISD BOARDBOOK TEMPLATE</b>		
<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Change to Local Policy CB Update 120: TASB Policy Update (LEGAL/LOCAL)	
<b>Requires Board Action:</b>	YES	
<b>Agenda Location:</b>	DISCUSSION/ACTION: ADMINISTRATION & HUMAN RESOURCES	
<b>Template Attachments:</b>	Yes	PDF - <a href="#">Explanatory Notes</a>
<b>If yes, then select what applies:</b>	PDF - Original <a href="#">Local Comparison</a> Revised CB (LOCAL)	
<b>Link to the presentation:</b>	Yes. See link in the box to the right.	<a href="https://docs.google.com/presentation/d/1vBu_isB6H7">https://docs.google.com/presentation/d/1vBu_isB6H7</a>
<b>Background Information</b>	<p><b>WHY:</b> LEGAL policies are for Board review. LOCAL policies in Update 120 requires Board action.</p> <p><b>WHAT:</b> Below are the local policies for review and consideration this month being presented as part of Update 120. These recommended policy revisions are a result of TASB policy review and align to LEGAL policy updates. Please see the Explanatory Notes and the Local Comparison for additional information.</p> <p><b>CB -</b> State and Federal Revenue Sources</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 1: Student Success	
<b>Performance Objective:</b> <i>(Primary)</i>	1.3 Continuous Improvement of Curriculum, Professional Development, and the Art and Science of Teaching	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	4.2 Effective and Efficient Cross-departmental Work Processes	
<b>Legal Reference: (1) / (2)</b>	N/A	N/A
<b>Policy Reference: (1) / (2)</b>	SEE ABOVE	N/A
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	I move that the board approve local policy CB with revisions, part of Update 120, as presented.	
<b>Presenter:</b>	Aaron Williams, Ed.D.	
	District Leadership	

# Overview of Update 120

## Local Changes

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April 17, 2023  
*Revised for June 19, 2023*

# **CB(LOCAL) STATE AND FEDERAL REVENUE SOURCES**

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As recommended by TEA, newly recommended text requires the district to give public notice of federal grant applications by providing information at board meetings and publishing information on the district's website. The new text also affirms that the district will comply with requirements for receiving public input regarding such applications.

Further, the policy as is authorizes the superintendent to approve the plan for use of the grant or award.

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	May 15, 2023	
<b>Agenda Item:</b>	Consider Revisions to Local Policy CDC	
<b>Requires Board Action:</b>	YES	
<b>Agenda Location:</b>	CONSENT	
<b>Template Attachments:</b>	Yes	
<b>If yes, then select what applies:</b>	PDF	
<b>Link to the presentation:</b>	No presentation for this item.	<a href="https://docs.google.com/document/d/19Pnb3ERzSXlvP5hvffTTKo8pdtor22-7/edit">https://docs.google.com/document/d/19Pnb3ERzSXlvP5hvffTTKo8pdtor22-7/edit</a>
<b>Background Information</b>	<p><b>WHY:</b> Local policy CDC allows the district to consider revenues, gifts and other revenues.</p> <p><b>WHAT:</b> The local policy that requires change is: prior approval from the <b>Superintendent's designee</b></p> <p>The change in this policy reflect an update based on new position titles, and/or a change in practice.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and Financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	3.2 Strive to Be a Listening and Learning Organization Aligned with Stakeholder Engagement	
<b>Legal Reference: (1) / (2)</b>		
<b>Policy Reference: (1) / (2)</b>	CDC-OTHER REVENUES - GIFTS AND SOLICITATIONS	
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	Presented as a consent agenda item; however if pulled from the agenda, a motion might be, "I move to approve the revisions to	
<b>Presenter:</b>	Jennifer Ellison	Ron Bland, Ph.D., (D)
	District Leadership	Director of Engagement



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**Note:** For purposes of this policy, the terms “gift” and “donation” have the same meaning.

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### **Unsolicited Gifts**

#### *Authority to Accept*

The Board delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval.

Once accepted, a gift becomes the sole property of the District.

#### *Criteria for Acceptance*

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

1. Has a purpose consistent with the District's educational philosophy, goals, and objectives;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;
5. Requires employment of additional personnel;
6. Requires or implies the endorsement of a specific business or product [see GKB for advertising opportunities];
7. Would result in inequitable funding, equipment, or resources among District schools or programs;
8. Obligates the District or a campus to engage in specific actions; or
9. Affects the physical structure of a building or would require extensive maintenance on the part of the District.

### **Solicitations**

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply

OTHER REVENUES  
GIFTS AND SOLICITATIONS

CDC  
(LOCAL)

with relevant state and federal law and any District administrative regulations.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District.

Web-Based Solicitations

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the ~~employee's supervisor~~ Superintendent's designee before using the name or image of the District, a campus, or any student.

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Approval of 2023-2024 Non Resident Tuition Rate	
<b>Agenda Location:</b>	CONSENT	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> Board Policy FDA (Local) allows a nonresident student to enroll in the District if their parent or guardian anticipates moving into the District and provides evidence that the move will occur within a 90-day period. Tuition for the student to attend MISD is charged on a daily rate during the 90-day period until the student actually resides in MISD.</p> <p><b>WHAT:</b> Since the student generates state funds for MISD due to the current funding formulas, the amount of state funds is not included in the calculation of cost per instruction day. The daily tuition rate is calculated by a formula (please see the following page). The proposed daily tuition rate for 2023-24 is \$38.50.</p>	
<b>Strategic Priority: (Primary)</b>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective: (Primary)</b>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority: (Secondary - if needed)</b>	N/A	
<b>Performance Objective: (Secondary - if needed)</b>	N/A	
<b>Legal Reference: (1) / (2)</b>	Texas Education Agency	N/A
<b>Policy Reference: (1) / (2)</b>	FDA-ADMISSIONS - INTERDISTRICT TRANSFERS	
<b>Fiscal Impact/Budget Function Code:</b>	The fiscal impact to the General Fund budget is dependent upon the number of approved transfer students each year.	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	

<b>Motion:</b>	Presented as a consent item. If the item is pulled from the consent agenda, the motion might be: "I make a motion to approve the daily non resient tuition rate of \$38.50 for the 2023-2024 fiscal year."	
<b>Presenter:</b>	Sandy Bundrick	
	District Leadership	

**Midlothian ISD**  
**2023-24 Daily Tuition Rate for Non-Resident Students**

Projected enrollment (Demographer Projections)	11,458
Projected 23-24 General Fund Proposed Budget	\$ 127,014,606
Less: Projected TIRZ payment from M & O funds (taxes)	<u>\$ (20,499,852)</u>
Adopted Operating Budget, net of TIRZ	<u>\$ 106,514,754</u>
Less: Projected State Aid (including TIRZ suppl)	<u>\$ (34,171,600)</u>
Projected expenditures, reduced by state aid	<u><u>\$ 72,343,154</u></u>
Divided by 164 instruction days = cost per instruction day	<u><u>\$ 441,116.79</u></u>
Divided by projected enrollment = cost per student per day	<u><u>\$ 38.50</u></u>

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Discuss Revisions to FFAC (Local) Policy to add section addressing the Administration of Opioid Antagonist Medication	
<b>Agenda Location:</b>	INFORMATION ONLY	
<b>Template Attachments:</b>	Yes	<a href="#">FFAC (Local) Proposed Revisions</a>
<b>If yes, then select what applies:</b>	N/A	N/A
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> With the growing societal concern surrounding opioid overdoses (including Fentanyl) we want to be proactive and prepared in the event that a student or staff member was suffering from an opioid overdose.</p> <p><b>WHAT:</b> Attached is the proposed policy revision for FFAC (Local). We are requesting board approval for the policy amendment to include a section regarding the Administration of Opioid Antagonist Medication.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Primary)</i>	3.1 Commit to MISD Cultural Tenets in a Way that Ensure Staff and Student Well-being	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>		
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>		
<b>Legal Reference: (1) / (2)</b>	FFAC (Local)	
<b>Fiscal Impact/Budget Function Code:</b>	Initial Stock - No cost due to MFD receiving a grant for this medication and donating to MISD.	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	N/A	
<b>Presenter:</b>	Aaron Williams, Ed.D.	Krista Tipton
	Asst. Superintendent - Administration and Human Resources	Executive Director (ED) - Administration and Student Services

**PROPOSED REVISIONS: 5.15.2023**

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

**Medication Provided  
by Parent**

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

**Medication Provided  
by District**

**Emergency Basis**

The District shall purchase certain nonprescription medications to administer to students only on an emergency basis and in accordance with:

1. Protocols established by the District's medical adviser who must be licensed to practice medicine in the state of Texas; and
2. Parental consent given on the emergency treatment form.

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under these protocols and permissions.

**Athletic Program**

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and
2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

WELLNESS AND HEALTH SERVICES  
MEDICAL TREATMENT

FFAC  
(LOCAL)

Epinephrine	The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.
<i>On Campus</i>	<p>Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.</p> <p>The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.</p>
<i>Maintenance, Availability, and Training</i>	The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine auto-injectors at each campus.
<i>Notice to Parents</i>	In accordance with law, the District shall provide notice to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.
<b>Administration of Opioid Antagonist Medication</b>	<p><b>The District shall purchase and store opioid antagonist medication, such as Naloxone, to assist a person who may be experiencing an opioid-related drug overdose. Only a registered nurse or other designated and trained District employee shall be authorized to administer this medication and may do so only in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.</b></p> <p><b>The Superintendent shall develop administrative procedures addressing acquisition, maintenance, expiration, disposal, and availability of opioid antagonist medication in the District, as well as employee training and emergency notification requirements.</b></p>
<b>Psychotropics</b>	<p>Except as permitted by law, an employee shall not:</p> <ol style="list-style-type: none"><li>1. Recommend to a student or a parent that the student use a psychotropic drug;</li></ol>



WELLNESS AND HEALTH SERVICES  
MEDICAL TREATMENT

FFAC  
(LOCAL)

2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

**Medical Treatment**

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Contracts (23/24) between Midlothian ISD and City of Midlothian (Interlocal Agreement(s) for Student Resource Officer(s) (SRO	
<b>Agenda Location:</b>	DISCUSSION/INFORMATION: ADMINISTRATION & HUMAN RESOURCES	
<b>Template Attachments:</b>	Yes	PDF of MOU
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> During the 2009-2010 school year, Midlothian ISD began using School Resource Officer(s) through an inter-local agreement with the City of Midlothian.</p> <p>The changes in the agreement for 2023-2024 include:          -Increased the salary based upon the City's wage increase from October of 2022          -Up to 5 additional officers (should funding become available)          -Increase in the overtime rate from \$48.50 to \$55/hr</p> <p><b>WHAT:</b> The safety and security of MISD students and staff are always a priority. Continuing the partnership and the working relationship with the City through the Midlothian PD plays a vital role in keeping everyone safe.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Primary)</i>	3.1 Commit to MISD Cultural Tenets in a Way that Ensure Staff and Student Well-being	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>		
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>		
<b>Legal Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	\$1,180,425.00 <u>without the 5 additional officers.</u>	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	Presentation only	
<b>Presenter:</b>	Aaron Williams, Ed.D.	
	Asst. Supt. for HR and Student Services	

STATE OF TEXAS

§

§

COUNTY OF ELLIS

§

## **INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between the Midlothian Independent School District ("District") and the City of Midlothian, Texas (the "City"), individually referred to as "Party," and together referred to as "Parties," acting by and through their duly authorized officers.

### **RECITALS**

**WHEREAS**, the District and the City desire to enter into this Agreement concerning police officer resources; and

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

**WHEREAS**, the expense of any payments or performance required by this Agreement shall come from current revenues legally available to the Parties; and

**WHEREAS**, the subject of this Agreement is necessary for the benefit of the public and the schools, and each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, the Parties find that the performance of this Agreement is in the common interest of both Parties and that the performance and payment fairly compensates both Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein expressed, the Parties agree as follows:

### **I. Police Officer Assignments**

#### **A.**

The City agrees to provide the District with the following police officers ("Police Officers") to serve as school resource officers:

1. One (1) fully trained, qualified and certified peace officer, with rank of Lieutenant or above, to serve as Commander of the School Resource Unit and perform the duties of the District Director of School Safety/Security;

2. One (1) fully trained, qualified and certified peace officer, with rank of Sergeant, to supervise all school resource officers; and
3. Ten (10) fully trained, qualified and certified peace officers. All SRO's will acquire TCOLE certification.

B.

The City agrees to supply any and all necessary equipment, including but not limited to uniforms, a vehicle (maintenance and gas included), radios, personal defense equipment, and any other equipment necessary to the duties of the Police Officers, along with access to all resources at the City Police Department. The City will invoice the District for any training expenses that are a result of employment in the school setting. All training shall be approved by the Police Chief.

C.

The duties of the Police Officers referenced in Section I(A) above shall include, but are not limited to, the following activities:

1. Protecting the safety and welfare of any person within the jurisdiction of the officer, and protecting the property of the District, as required by Texas Education Code §37.081(d);
2. Patrolling school property during and after school hours;
3. Answering calls for assistance from school officials;
4. Making reports on all criminal activities and filing of cases with the proper authorities;
5. Answering calls and facilitating dispute resolution between schools, schools and school authorities, parents and school authorities, or any other agreed upon disputes;
6. Answering alarms;
7. Answering calls for assistance with custody disputes;
8. Eating with the schools several times each month in order to give the schools the chance to know the officer as a friend and not someone to distrust;
9. Meeting with the school council, or other similar groups, whenever possible;
10. Assist with District Attendance Officer; Assist with home visits for verification of residency.
11. Providing testimony in school discipline conferences and hearings, as requested by the District;

12. Facilitating and maintaining good relations between the District and other law enforcement units and officers;
13. Providing traffic control and direction (flat rate \$55.00/hour) at locations and during times specified by the District;
14. Provide police and supervisory duties as requested by the District, and as authorized in the discretion of the Chief of Police;
15. Provide a positive image of law enforcement to students, parents and the community
16. Thoroughly familiar with laws relating to juveniles.
17. Serve as a resource to faculty and parents in developing workshops on violence prevention, drug awareness, gang involvement, gun safety, school safety, substance abuse, school safety, and other public safety topics as appropriate.
18. Be familiar with the school's crisis response plan and assist with crisis response drills;
19. Submit appropriate police department documents regarding incidents requiring documentation; and
20. Review student records as legally appropriate, understanding that these records are confidential and law enforcement-sensitive and cannot be shared with unauthorized persons.

The District recognizes that the assigned peace officers are classified as non-exempt employees. Any work that occurs within the work day that exceeds 8 hours is subjected to over- time pay at the rate of time and a half and the District shall be responsible for the total compensation for any time worked that is requested by the District and is considered over time. Peace officers shall seek prior written approval from their supervisor prior to working overtime hours.

D.

In carrying out the above duties, the Police Officers shall at all times endeavor to:

1. Respect the confidentiality of school and education records, and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g; and
2. Interview and question students while at school or school related events in accordance with the following guidelines:

- a. Reasonable efforts shall be made to notify the parents or other person having lawful control of the school, unless there is a valid objection to such notification;
- b. The principal or a designee shall be present during the questioning or interview, unless there is a valid objection to a third Party's presence.

E.

The City shall assign the Police Officers for duty at the District, during regular school hours, of at least 187 days during the school year. Additionally, during the summer months, the Police Officers shall be assigned for special programs at the District, to include Summer School, special enforcement related to out of school youth, and required District training. During the summer months, the City may also assign the Police Officers for the purposes of supplementing positions at the Midlothian Police Department. The District shall submit its schedule to the City on an annual basis. Changes or additions to the schedule are permitted at any time, and shall be submitted by the District as soon as possible.

F.

The District shall provide the Police Officers with the following:

1. Office space at a Midlothian school or schools of Midlothian ISD's choice; and
2. Access to computer and other office equipment as needed.

G.

The City shall pay the Police Officers' salary and benefits. In exchange for assignment of the Police Officers by the City to the District, the District shall reimburse the City the following:

1. The District will pay 64% of the total payroll costs, which will total \$96,232.32 per school year, for the one police officer position with the rank of Sergeant. The District shall pay the City in ten (10) equal monthly payments in accordance with the District's school year. The payments shall be made on a monthly basis.
2. The District will pay 64% of the total payroll costs for the ten (10) officers, which will total \$800,126 per school year for ten police officer positions, excluding the officer with the rank of Sergeant. For each of these police officers provided, the District shall pay the City in ten (10) equal monthly payments in accordance with the District's school year. The payments shall be made on a monthly basis.
3. The entire salary and benefits package per school year, which will total \$186,806 for the one police officer position with the rank of Lieutenant to serve as the District's Safety and Security Director. The District shall pay the City in twelve (12) equal monthly

payments in accordance with the District's school year. The payments shall be made on a monthly basis.

4. The District will pay 64% of the cost of leasing ten (10) vehicles for use by the SROs, which will total \$97,261.00 per school year. The District will pay 64% of the cost of maintenance and fuel for these vehicles, not to exceed \$20,000 per year.
5. The District will pay the entire costs of any SRO related training for all the Police Officers, including the Sergeant and Commander, that is directly related to the Officer's continuing education and professional development in their assigned positions.
6. The District will add up to five (5) officers according to the established pay scale, should funds become available and qualified officers are obtained, with any required resources as listed above if funds become available.

At all times under this Agreement, and notwithstanding any contribution of funds by the District, the City shall remain solely responsible for the withholding of income taxes and Social Security, as well as for worker's compensation, disability benefits, and/or any other benefit, and shall ensure that the Police Officers remain fully insured for any and all claims or risks arising from or related to any services provided to either Party, including payment of any insurance premiums for the Police Officers.

#### H.

The District may, with cause, request a replacement for any one of the Police Officers. Such a request will be made through the office of the Chief of Police, it shall be solely in the discretion of the Police Chief as to whether said request can or will be honored. Prior to and during assignment of the Police Officers to the District, the Chief of Police shall provide the District with information regarding the officers available for assignment, and shall consider the District's preferences and input in making the assignment under this Agreement.

## **II. General Provisions**

### A. Independent Contractor Status

The Parties shall operate hereunder as independent contractors and not as officers, agents, servants or employees of each other. The City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. The District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other.

### B. Sovereign Immunity

Nothing in this Agreement, or any attachment herein, shall be construed or interpreted to

affect, alter, or modify the immunity of either Party under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

#### C. Term

The term of this contract shall be for the period beginning on July 1, 2023, and ending on June 30, 2024 (the "Initial Term"). With the exception of the Lieutenant, the Police Officers will work 187 days between July 1, 2023 and June 30, 2024 in accordance with the teacher calendar + 5 additional days within the school year. The District schedule will be provided to the Commander by August 2, 2023. The Lieutenant will work 226 days between July 1, 2023 and June 30, 2024 in accordance with the District's 226-day employee calendar. The Parties may agree to renew all or part of this Agreement for successive one-year terms thereafter ("Renewal Term").

#### D. Termination

1. Either Party hereto may terminate this Agreement at any time and for any reason by providing the other Party with 90 days' written notice of termination. In the event of such termination, the District shall not be responsible for any monthly payments after the date that such termination notice is effective.
2. The District and City covenant and agree that in the event either Party fails to comply with, or breaches, any of the terms or provisions of this Agreement, the non-breaching Party shall provide written notice to the other as soon as reasonably possible after the non-breaching Party becomes aware of the failure to comply with, or breach of, any of the terms or provisions of this Agreement. The breaching Party shall have a reasonable time not to exceed fifteen (15) days to cure or correct the breach. In the event the breaching party fails to cure or correct the breach, the District and City agree to follow the process as described in II (I) below.
3. As the District shall make all payments under this Agreement from current revenues available, in the event no funds or insufficient funds are available at any time or during any fiscal period when such payment is due, District shall notify City of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty to the District of any kind whatsoever. However, District shall be responsible to remit payment for all services provided by the City to the District prior to the termination date.

#### E. Third-Party Beneficiary

This Agreement does not create any third-Party beneficiaries. Nothing in this Agreement, or in any attachment herein, shall be construed to create, expand, or form a basis for liability to any third Party under any theory of law against either the District or the City unless such a basis exists independent of this Agreement under State or federal law.

#### F. Notices



Any notice herein required or permitted to be given by the District or City shall be deemed received when mailed, postage prepaid, properly addressed to the other Party for delivery by certified mail, provided that the sending Party obtains independent proof of actual receipt (e.g., return receipt). Until changed, notices shall be sent to the respective Party at the addresses designated below, however, each Party has a right to designate a different address by giving the other Party fifteen (15) days prior written notice of such designation:

The District:	The City:	The City:
Tami Tobey Board President Midlothian I.S.D. 100 Walter Stephenson Road Midlothian, Texas 76065	Chris Dick City Manager City of Midlothian 104 E. Avenue E Midlothian, Texas 76065	Carl Smith Midlothian Police Chief City of Midlothian 1150 North Highway 67 Midlothian, Texas 76065

#### G. Amendment

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by both Parties.

#### H. Venue and Governing Law

The obligations and undertakings of each of the Parties to this Agreement are and shall be performed in Ellis County, Texas. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and any venue for any action concerning this Agreement shall be in Ellis County, Texas.

In the event of litigation or other adjudication involving this Agreement, the prevailing Party may recover its attorneys' fees, pursuant to Texas Local Government Code§ 271.159.

#### I. Informal Dispute Resolution

Except in the event of termination pursuant to II(D) above, if either the District or City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as practicable after discovering the claim, dispute, or breach.

The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties may submit the matter to non-binding mediation in Ellis County, Texas, upon written consent of authorized representatives of both Parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the Parties. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute.

#### J. Complete Agreement and Severability

This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

In the event any one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

#### K. Headings

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

#### L. No Waiver

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

#### M. Non-Discrimination Covenant and Provision Regarding Age

The District and City, in the execution, performance, or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will the District or City permit its agents, employees, subcontractors or program participants to engage in such discrimination.

City and District understand and agree that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

#### N. Confidentiality

District, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third Party without the prior written approval of the City, except as required by law. City, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the District as confidential and shall not disclose any such information to a third Party without the prior written approval of the District, except as required by law. In carrying out duties, the City, or any City personnel or police officers, shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and District Board Policy FL (LEGAL) and (LOCAL).

#### O. Miscellaneous

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

**APPROVED** by the School Board of the Midlothian Independent School District,  
Midlothian, Texas in a meeting held on the 19th day of June 2023.

**Midlothian Independent School District**

By: \_\_\_\_\_  
PRESIDENT, Board of Trustees

ATTEST:

By: \_\_\_\_\_  
SECRETARY, Board of Trustees

**APPROVED** by the City of Midlothian, Texas, in a meeting on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

**City of Midlothian, Texas**

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

ATTEST:

By: \_\_\_\_\_  
City Secretary

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Business Reports	
<b>Agenda Location:</b>	INFORMATION ONLY	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> To keep the Board informed of the financial position of the District.</p> <p><b>WHAT:</b> Financial reports for the period ending May 31, 2023, are provided for Board review.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	Texas Education Agency	N/A
<b>Policy Reference: (1) / (2)</b>	CFA-ACCOUNTING - FINANCIAL REPORTS AND STATEMENTS	
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	No motion - information only	
<b>Presenter:</b>	Sandy Bundrick	
	District Leadership	

		2022-23	2022-23	2022-23	Encumbered	Unencumbered
FND T FC OBJ	OBJ	Original Budget	Revised Budget	FYTD Activity	Amount	Balance - YTD Act
R	Revenue					
170 R 00 ----		90,575.00	90,575.00	71,242.88	0.00	19,332.12
170 R -- ----	Revenue	90,575.00	90,575.00	71,242.88	0.00	19,332.12
E	Expense					
170 E 12 ----	INST. RESOURCES & MEDIA SVCS	221,459.00	221,459.00	203,382.18	302.29	17,774.53
170 E 13 ----	CURRICULUM DEV.& INST.STF DEV	1,250.00	1,250.00	1,026.44	0.00	223.56
170 E 52 ----	SECURITY & MONITORING SERVICES	76,330.00	76,330.00	59,190.11	0.00	17,139.89
170 E -- ----	Expense	299,039.00	299,039.00	263,598.73	302.29	35,137.98
170 - -- ----	A. H. MEADOWS LIBRARY FUND	-208,464.00	-208,464.00	-192,355.85	-302.29	-15,805.86
R	Revenue					
180 R 00 ----		364,961.00	364,961.00	506,465.26	0.00	-141,504.26
180 R -- ----	Revenue	364,961.00	364,961.00	506,465.26	0.00	-141,504.26
E	Expense					
180 E 36 ----	COCURR./EXTRACURR.ACTIVITIES	1,101,293.00	1,104,017.07	1,089,813.38	66,553.74	-52,350.05
180 E 51 ----	PLANT MAINTENANCE & OPERATIONS	4,000.00	4,000.00	4,609.49	0.00	-609.49
180 E -- ----	Expense	1,105,293.00	1,108,017.07	1,094,422.87	66,553.74	-52,959.54
180 - -- ----	ATHLETIC DEPARTMENT FUND	-740,332.00	-743,056.07	-587,957.61	-66,553.74	-88,544.72
R	Revenue					
197 R 00 ----		0.00	77,800.00	77,799.82	0.00	0.18
197 R -- ----	Revenue	0.00	77,800.00	77,799.82	0.00	0.18

FND T FC OBJ	OBJ	2022-23	2022-23	2022-23	Encumbered	Unencumbered
		Original Budget	Revised Budget	FYTD Activity	Amount	Balance - YTD Act
E	Expense					
197 E 11 ----	INSTRUCTION	0.00	0.00	237.98	0.00	-237.98
197 E -- ----	Expense	0.00	0.00	237.98	0.00	-237.98
197 - -- ----	Insurance Claims Snow 2021	0.00	77,800.00	77,561.84	0.00	238.16
R	Revenue					
199 R 00 ----		117,974,218.00	118,216,951.67	97,705,880.27	-98,461.33	20,609,532.73
199 R -- ----	Revenue	117,974,218.00	118,216,951.67	97,705,880.27	-98,461.33	20,609,532.73
E	Expense					
199 E 11 ----	INSTRUCTION	58,491,843.00	58,047,483.95	55,666,536.33	345,253.07	2,035,694.55
199 E 12 ----	INST. RESOURCES & MEDIA SVCS	1,101,371.00	1,102,624.00	1,059,917.48	724.00	41,982.52
199 E 13 ----	CURRICULUM DEV.& INST.STF DEV	1,164,159.00	882,178.50	740,604.01	7,354.08	134,220.41
199 E 21 ----	INSTRUCTIONAL LEADERSHIP	1,042,428.00	1,029,907.00	864,076.23	9,553.72	156,277.05
199 E 23 ----	SCHOOL LEADERSHIP	5,655,282.00	5,673,113.65	5,238,570.02	10,668.92	423,874.71
199 E 31 ----	GUIDANCE & COUNSELING	3,921,643.00	4,010,315.00	3,767,937.12	918.99	241,458.89
199 E 33 ----	HEALTH SERVICES	1,244,846.00	1,177,504.00	1,091,489.86	13,811.71	72,202.43
199 E 34 ----	PUPIL TRANSPORTATION	2,977,186.00	3,431,186.00	3,426,360.21	12,561.07	-7,735.28
199 E 36 ----	COCURR./EXTRACURR.ACTIVITIES	3,594,960.00	3,483,247.00	3,257,117.68	29,064.68	197,064.64
199 E 41 ----	GENERAL ADMINISTRATION	3,881,347.00	4,015,940.00	3,301,121.76	377,489.09	337,329.15
199 E 51 ----	PLANT MAINTENANCE & OPERATIONS	11,809,022.00	11,807,422.00	10,893,352.14	370,781.29	543,288.57
199 E 52 ----	SECURITY & MONITORING SERVICES	1,763,790.00	1,738,959.00	1,429,279.50	225,004.77	84,674.73
199 E 53 ----	DATA PROCESSING SERVICES	1,961,842.00	1,812,442.00	1,669,389.75	27,547.33	115,504.92
199 E 95 ----	PYMTS.TO JJAEP PROGRAMS	20,000.00	20,000.00	8,658.00	11,230.00	112.00
199 E 97 ----	PAYMENTS TO TAX INCREMENT FUND	17,614,428.00	18,263,975.00	0.00	0.00	18,263,975.00
199 E 99 ----	Tax Costs	740,992.00	841,992.00	841,621.84	0.00	370.16
199 E -- ----	Expense	116,985,139.00	117,338,289.10	93,256,031.93	1,441,962.72	22,640,294.45
199 - -- ----	GENERAL FUND	989,079.00	878,662.57	4,449,848.34	-1,540,424.05	-2,030,761.72

FND T FC OBJ	OBJ	2022-23 Original Budget	2022-23 Revised Budget	2022-23 FYTD Activity	Encumbered Amount	Unencumbered Balance - YTD Act
R	Revenue					
240 R 00 ----		4,254,824.00	4,724,249.00	4,594,846.52	0.00	129,402.48
240 R -- ----	Revenue	4,254,824.00	4,724,249.00	4,594,846.52	0.00	129,402.48
E	Expense					
240 E 35 ----	FOOD SERVICES	4,025,574.00	5,212,179.00	4,113,092.22	32,293.82	1,066,792.96
240 E 51 ----	PLANT MAINTENANCE & OPERATIONS	78,000.00	89,524.00	10,245.95	0.00	79,278.05
240 E -- ----	Expense	4,103,574.00	5,301,703.00	4,123,338.17	32,293.82	1,146,071.01
240 - -- ----	FOOD SERVICE	151,250.00	-577,454.00	471,508.35	-32,293.82	-1,016,668.53
R	Revenue					
599 R 00 ----		37,201,498.00	37,946,152.00	37,708,006.54	0.00	238,145.46
599 R -- ----	Revenue	37,201,498.00	37,946,152.00	37,708,006.54	0.00	238,145.46
E	Expense					
599 E 71 ----	DEBT SERVICES	37,201,498.00	37,201,498.00	36,831,639.87	3,000.00	366,858.13
599 E -- ----	Expense	37,201,498.00	37,201,498.00	36,831,639.87	3,000.00	366,858.13
599 - -- ----	DEBT SERVICE	0.00	744,654.00	876,366.67	-3,000.00	-128,712.67
Grand Revenue		159,886,076.00	161,420,688.67	140,664,241.29	-98,461.33	20,854,908.71
Grand Expense		159,694,543.00	161,248,546.17	135,569,269.55	1,544,112.57	24,135,164.05
Grand Totals		191,533.00	172,142.50	5,094,971.74	1,642,573.90	3,280,255.34
	Profit		Profit	Profit	Loss	Loss

Number of Accounts: 5097



# ***LEAP Academy*** **Optional Flexible School Day Program** **(OFSDP)**

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2022-2023  
Year in Review

# Optional Flexible School Day Program (OFSDP)

The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the **Texas Education Code §29.0822(a)**.

The goal of the program is to improve graduation rates for students who are in danger of dropping out of school, have dropped out, or are behind in core subject courses.

# Program Specifics ~ 2022-23

- 78 students have been enrolled in OFSDP
  - 54 - 18+
  - 30 - Graduates
  - 42 - Set to continue in 2023/2024 school year
  - 3 - Withdrawn
  - 191.5 Credits Earned

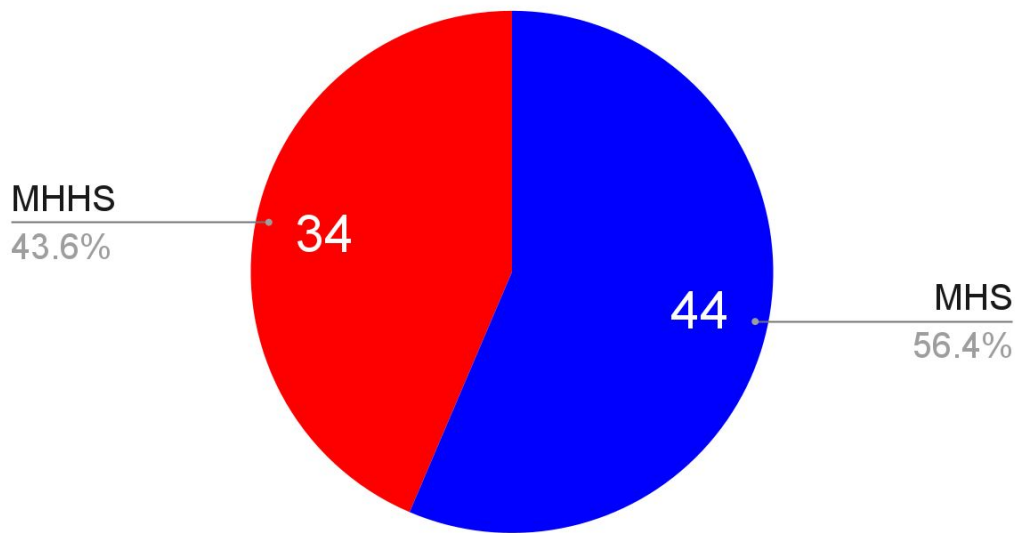
\*All data as of 06/01/23



# Home HS Campus Representation

LEAP Academy serves students from both Midlothian and Heritage High School. Enrollment percentages for each campus are represented in the pie chart.

High School Percentages



\*All data as of 06/01/23

# Demographics

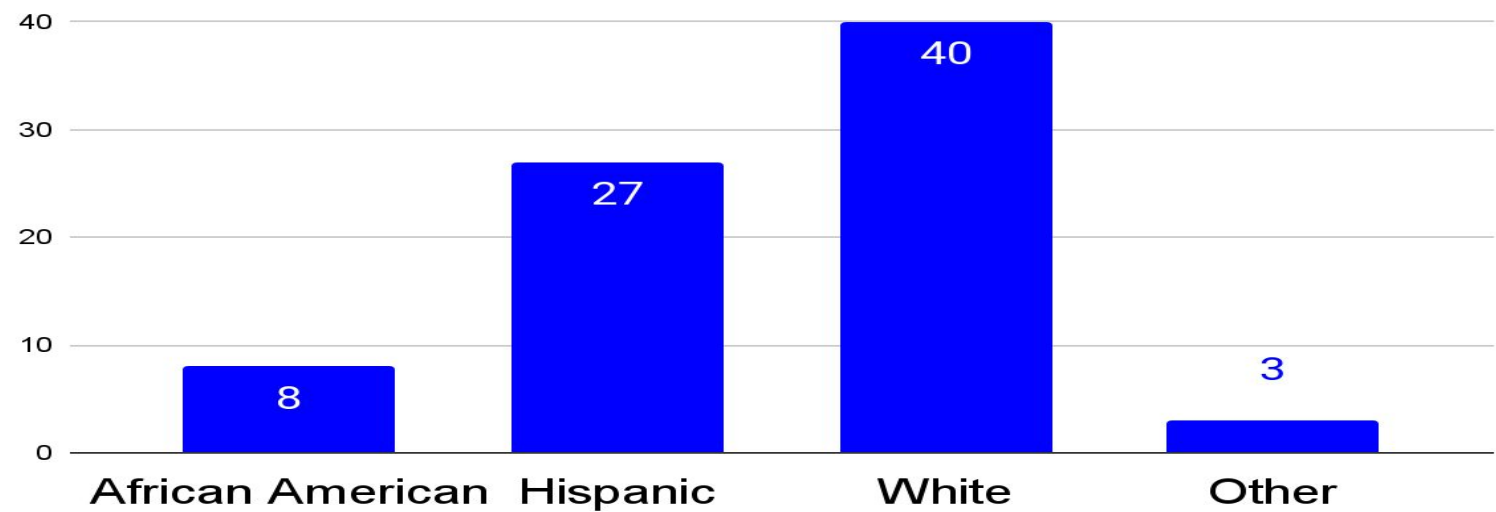
A large number of our student population have been impacted from extenuating circumstances that present challenges that directly impact their ability to be successful.

School Aged Parent	Economically Disadvantaged	McKinney Vento	Foster Care	Pregnancy Related Services
5	46	2	0	5

\*All data as of 06/01/23

# Student Population by Ethnicity

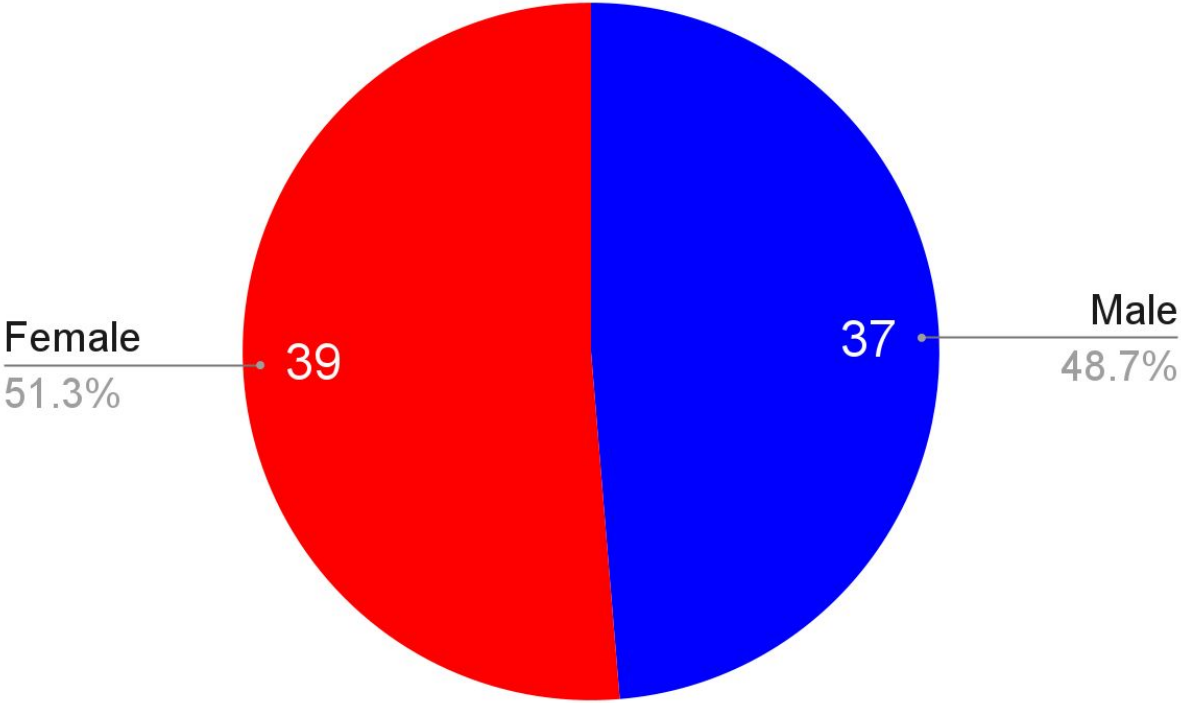
Students Numbers



\*All data as of 06/01/23



# Student Population by Gender



\*All data as of 05/09/22



# Student Needs and Services

Students are able to receive services based on their qualifications and academic needs.

504	SPED	LEP
17	9	5

\*All data as of 06/01/23



# 2023-24 School Year

- New leadership - Mrs. Dr. Blake
- Student Enrollment
- Application Process
- Program Enhancements/Changes



“

Questions?

”



**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Discuss Local District Update CPC(LOCAL): Office Management/Records Management	
<b>Agenda Location:</b>	DISCUSSION/ACTION: ADMINISTRATION & HUMAN RESOURCES	
<b>Template Attachments:</b>	Yes	<a href="#">CPC</a>
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> Current local policy states the Superintendent shall serve as and perform the duties of the district's records management officer as prescribed by Local Government Code 203.023. These duties are actually carried out by the Records/Instructional Materials Specialist. It is common and allowable to name an employee other than the superintendent to oversee these responsibilities and in an effort to align practice and policy, a revision is being presented for information and discussion at this meeting.</p> <p><b>WHAT:</b> In order to be in compliance with local government code 203.023, local policy needs to be revised to name the individual that is responsible for and carrying out the duties of records management within the district. Revising policy to include Superintendent "or designee" is not an option as this cannot be delegated by the superintendent. The board has to state the position in policy as to which position is responsible for Records Management within the district. This agenda item offers an opportunity for Board discussion relating to the policy revision.</p>	
<b>Strategic Priority: (Primary)</b>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective: (Primary)</b>	4.2 Effective and Efficient Cross-departmental Work Processes	
<b>Strategic Priority: (Secondary - if needed)</b>		
<b>Performance Objective: (Secondary - if needed)</b>		
<b>Legal Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Presentation only	
<b>Motion:</b>	This will be brought back to the Board for action in July.	
<b>Presenter:</b>	Shelle Blaylock	
	Asst. Superintendent for Curriculum and Instruction	

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

**Local Government  
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government  
Record”

Records Management  
Officer

The Superintendent Instructional Material/Records Specialist shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023 and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

*Notification*

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control  
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules

that comply with records retention schedules issued by the TSLAC as provided by law.

**Website Postings**

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

**Records Destruction Practices**

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

**Training**

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Recommendation for Elementary Principal(s)	
<b>Agenda Location:</b>	DISCUSSION/ACTION: ADMINISTRATION & HUMAN RESOURCES	
<b>Template Attachments:</b>	No	N/A
<b>If yes, then select what applies:</b>	N/A	N/A
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> 2.2c Establish systems of support and development opportunities for all staff aligned to their estimated potential</p> <p><b>WHAT:</b> 2.3.a Develop and implement a comprehensive organizational plan designed to appropriately align people and resources to accomplish the mission, goals, and objectives of MISD</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 2: Capacity Building and Effective Leadership	
<b>Performance Objective:</b> <i>(Primary)</i>	2.3 Development of a High-performaning Organizational System	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	N/A	N/A
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	A motion might be, "I move to approve <i>(insert name)</i> as the Principal of <i>(insert campus)</i> ."	
<b>Presenter:</b>	Aaron Williams, Ed.D.	
	District Leadership	

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Recommendation for Secondary Principal(s)	
<b>Agenda Location:</b>	DISCUSSION/ACTION: ADMINISTRATION & HUMAN RESOURCES	
<b>Template Attachments:</b>	No	N/A
<b>If yes, then select what applies:</b>	N/A	N/A
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> 2.2c Establish systems of support and development opportunities for all staff aligned to their estimated potential</p> <p><b>WHAT:</b> 2.3.a Develop and implement a comprehensive organizational plan designed to appropriately align people and resources to accomplish the mission, goals, and objectives of MISD.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 2: Capacity Building and Effective Leadership	
<b>Performance Objective:</b> <i>(Primary)</i>	2.3 Development of a High-performaning Organizational System	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	N/A	N/A
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	A motion might be, "I move to approve <i>(insert name)</i> as the Principal of (Campus).	
<b>Presenter:</b>	Aaron Williams, Ed.D.	
	District Leadership	



**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Approval of the REACH Council Memorandum of Understanding for the 23-24 School Year	
<b>Agenda Location:</b>	DISCUSSION/ACTION: ADMINISTRATION & HUMAN RESOURCES	
<b>Template Attachments:</b>	Yes	<a href="#">23-25 REACH MOU for MISD</a>
<b>If yes, then select what applies:</b>	N/A	N/A
<b>Link to the presentation:</b>	<a href="#">REACH Council Program Review &amp; Recommendation 23-24</a>	
<b>Background Information</b>	<p><b>WHY:</b> Midlothian ISD has been involved with REACH since its inception in 1988, and is an integral part of our comprehensive alcohol and drug prevention program.</p> <p>The REACH mission is to encourage and support safe and healthy choices vital to the well-being of our youth, families, and community. The REACH Council Prevention Services works with various school districts in Ellis and Johnson Counties to provide drug prevention education programs to their students.</p> <p><b>WHAT:</b> Attached is the MOU for the 2023-2024 and 2024-2025 school years. This agreement is within the 2023-2024 budget. Because the contract amount is \$50,000, the purchase must be approved by the Board.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 3: Culture, Climate and Safety	
<b>Performance Objective:</b> <i>(Primary)</i>	3.1 Commit to MISD Cultural Tenets in a Way that Ensure Staff and Student Well-being	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>		
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>		
<b>Legal Reference: (1) / (2)</b>	EHAA (Legal)	
<b>Fiscal Impact/Budget Function Code:</b>	\$50,000 within the 23-24 budget	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	"I move to approve the MOU with REACH Council as presented."	
<b>Presenter:</b>	Aaron Williams, Ed.D.	Krista Tipton
	Asst. Superintendent - Administration and Human Resources	Executive Director (ED) - Administration and Student Services



## MEMORANDUM OF UNDERSTANDING

TO: Midlothian Independent School District  
FROM: Cassandra Street, LMSW, LCDC, Chief Operating Officer, REACH Council Prevention Services  
RE: Substance Abuse Prevention Services for FY23-FY25

This memo serves as confirmation of the agreement between Midlothian Independent School District (MISD) and REACH Council Prevention Services (REACH) to collaborate in the effort to provide substance abuse prevention education, recovery support services, presentations, alternative activities and information dissemination.

### REACH will:

- Facilitate the following programs for prevention education:
  - *Curriculum Based Support Group (CBSG)* curriculum as part of a selective prevention program.
  - *Too Good for Drugs* curriculum as part of a universal prevention program.
  - *Life Skills Training* curriculum as part of a universal prevention program.
- Communicate with individual schools regarding the requirements for curriculum fidelity.
- Provide youth recovery support programming and services upon request.
- Provide prevention presentations and alternative activities district wide as appropriate.
- Provide presentations alternative activities as other services as appropriate for the Discipline Alternative Education Program and High School of Choice.
- Provide education courses for drug-test-positive and student code of conduct referrals upon request.
- Serve as a community resource for staff and students of MISD.
- Follow MISD procedures when on campus.
- Share outcome measures and completion statistics with campus and district officials.

### MISD will:

- Assist in the coordination of services and development of program/presentation schedules.
- Select campuses and venues suitable for program delivery.
- Provide various support services as needed including information and documentation necessary for outcome measurement.
- Follow necessary and customary guidelines to ensure the safety of REACH staff.
- Refer individuals as deemed appropriate for prevention and/or recovery support services.

This agreement is effective from September 1, 2022 until August 31, 2025.

\_\_\_\_\_  
Midlothian ISD  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

A handwritten signature in blue ink that reads "Cassandra Street, LMSW".

\_\_\_\_\_  
Cassandra Street, LMSW, LCDC  
Chief Operating Officer, REACH Council

\_\_\_\_\_  
3/30/23

\_\_\_\_\_  
Date

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Naming an Interim Superintendent and Authorizing the Board President to Negotiate and Execute an Agreement to Hire the Interim Superintendent	
<b>Agenda Location:</b>	DISCUSSION/ACTION: ADMINISTRATION & HUMAN RESOURCES	
<b>Template Attachments:</b>	No	
<b>If yes, then select what applies:</b>		
<b>Link to the presentation:</b>		
<b>Background Information</b>	<p><b>WHY:</b> With the upcoming departure of Dr. Jo Ann Fey, the district will need an interim superintendent to handle the day to day activities and decisions.</p> <p><b>WHAT:</b> This agenda item offers an opportunity for the Board to name an individual as Interim Superintendent to facilitate the day to day responsibilities in moving the District forward as the Board works through the process of selecting and hiring a new Superintendent.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 2: Capacity Building and Effective Leadership	
<b>Performance Objective:</b> <i>(Primary)</i>	2.1 Recruit and Retain High-potential Talent	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>		
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>		
<b>Legal Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>	To be determined.	
<b>Administration Recommendation</b>	This is a Board decision.	
<b>Motion:</b>	A motion might be, "I move to approve (input name) as the Interim Superintendent and authorize the Board President to negotiate and execute an agreement to hire the interim superintendent.	
<b>Presenter:</b>	Tami Tobey	Deann Lee
	Board President	Regional Director for Advocacy and Outreach, East Texas

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Supplemental Pay Resolution for 2023-2024	
<b>Agenda Location:</b>	DISCUSSION/ACTION: ADMINISTRATION & HUMAN RESOURCES	
<b>Template Attachments:</b>	Yes	<a href="#">PDF - Resolution</a>
<b>If yes, then select what applies:</b>	N/A	N/A
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> In past years, the Board has expressed a desire for an opportunity to provide an additional one-time supplemental pay to staff in the subsequent school year should sufficient revenue be available.</p> <p><b>WHAT:</b> In order to better tie supplemental pay to balanced scorecard performance objective 2.1, the supplemental pay plan recommended will replace our system of the past with one that incentivizes staff retention and employment longevity. In this new system, a supplemental would be paid in the 2023-2024 to employees who worked a minimum of 90 contract or work days in the 2023-2024 school year and were still employed on November 25, 2023. The amount paid for this supplement shall not exceed \$3000 for full-time employees and \$1500 for part-time employees and excludes substitutes and tutors. An additional longevity bonus will be added for returning employees (employed on November 25, 2023) following the completion of a milestone year. As designed a returning employee may receive a retention supplement: \$500 plus a qualifying longevity bonus (5 years - \$500; 10 years - \$1000; 15 years - \$1500; 20 years - \$2000; 25 years - \$2500, etc.).</p> <p>In order to incorporate that desire into the budget process and facilitate the necessary legal requirements, District legal counsel has prepared a resolution outlining the criteria and opportunity for the supplement, if the determination is made at the appropriate time that sufficient revenue is available.</p> <p>Passing or approving the resolution does not guarantee the supplement pay will be given to MISD employees. Not passing or not approving the resolution does prevent the supplemental pay from being given to MISD employees.</p>	
<b>Strategic Priority: (Primary)</b>	Priority 2: Capacity Building and Effective Leadership	

<b>Performance Objective:</b> <i>(Primary)</i>	2.1 Recruit and Retain High-potential Talent	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 2: Capacity Building and Effective Leadership	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	2.2 Systematic Management of Individual Talent	
<b>Legal Reference: (1) / (2)</b>		
<b>Policy Reference: (1) / (2)</b>	DEA-COMPENSATION AND BENEFITS - COMPENSATION PLAN	
<b>Fiscal Impact/Budget Function Code:</b>	Final cost dependent on the availability sufficient revenue	
<b>Administration Recommendation</b>	This is a Board decision.	
<b>Motion:</b>	A motion might be, "I move that the Board approve the following resolution and action related to a contingent one-time supplemental payment to employees for the 23-24 school year; and a contingent one-time retention supplement pay fulfilling specified criteria and to authorize the Board President and Secretary to sign the resolution on behalf of the Board."	
<b>Presenter:</b>	Aaron Williams, Ed.D.	
	Asst. Superintendent - Administration and Human Resources	

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS

,

,

COUNTY OF ELLIS

,

On the 19<sup>th</sup> day of June, 2023, the Board of Trustees of the Midlothian Independent School District adopted by vote the following findings and resolutions, and took the following action:

**WHEREAS**, many of the employees of the Midlothian Independent School District (the District), both certified and non-certified, exempt and non-exempt, have frequently gone above and beyond what has been required of them in order to carry out their employment duties for the District, in terms of both effort and time; and

**WHEREAS**, as a result of the great uncertainty surrounding the amount of state funding that will be made available to the District for the funding of its operations for the 2023-2024 school year, the District is unable to accurately forecast what funds will be available for budgeting for that school year; and

**WHEREAS**, the District has taken a number of measures to operate more efficiently in the midst of continued growth; and

**WHEREAS**, the District desires to increase morale and retention of current employees; and

**WHEREAS**, the District desires to timely take the necessary steps to ensure that it can make a supplemental compensation payment or payments to all of its employees if the budget allows; and

**WHEREAS**, the District is adopting these findings and resolutions, and taking the actions noted herein, prior to the start of the 2023-2024 school year and before any employee begins work during that school year; and

Be it therefore **RESOLVED**:

1. The findings and recitals outlined above are found to be true and correct and are hereby approved and adopted; and
2. That the Board of Trustees authorizes the creation of a supplemental compensation program to be paid in the 2023-2024 school year, contingent upon and expressly subject to a determination by the Superintendent that there are funds available to the District sufficient to

enable the District to make a supplemental compensation payment or payments to its employees as outlined as follows:

- a. An employee shall be considered eligible to receive a one-time supplemental payment of up to \$3000 if: (a) the employee was employed for a minimum of 90 contract or work days in the 2023-2024 fiscal year, (b) is still actively at work or on approved District leave, but not to include administrative leave, as of November 25, 2023, and (c) a full-time employee (employees working 30 or more hours per week) in a TRS eligible position; and
  - b. An employee shall be considered eligible to receive a one-time supplemental payment of up to \$1500 if: (a) the employee was employed for a minimum of 90 contract or work days in the 2023-2024 fiscal year, (b) is still actively at work or on approved District leave, but not to include administrative leave, as of November 25, 2023, and (c) a part-time employee holding a regular position such as part-time teachers, part-time aides, and bus drivers, but not to include substitutes or tutors; and
  - c. An employee shall be considered eligible to receive an additional one-time supplemental payment as reflected in the schedule attached hereto as Exhibit A in the year following the completion of a milestone year of employment if: (a) the employee is still actively at work or on approved District leave, but not to include administrative leave, as of November 25, 2023, (b) is a full-time or part-time employee in a TRS eligible position or a regular position such as part-time teachers, part-time aides, and bus drivers, but not to include substitutes or tutors; and
3. The Board of Trustees directs the Superintendent to present to the Board the necessary information that will permit the Board to take whatever budgetary actions may be required or permitted in order to provide the supplemental compensation payment or payments to employees as described herein; and
  4. The Board of Trustees authorizes the Superintendent with full discretion to create and implement a prudent and reasonable plan for providing the supplemental compensation payments, to include setting out a recommendation as to the supplemental compensation payment amount or amounts to be given to each category of employees; and
  5. That the Board of Trustees has determined that there is a benefit to the District as well as a legitimate public purpose served by providing supplemental compensation to eligible employees as outlined in this resolution and further letting the District's employees know at this time that it is possible that they may receive a supplemental compensation payment or payments depending upon when the circumstances will permit the Superintendent to submit a plan and the Board to take action upon it; and
  6. That reasonable adequate controls are in place to ensure that such benefits will be received by the District, in that the Superintendent will limit this supplemental compensation payment or payments to then current employees and any employee who was not employed for a

minimum of 90 contract or work days in the 2023-2024 fiscal year and who is not actively at work or on approved District leave, but not to include administrative leave, as of November 25, 2023, is not eligible for the supplemental compensation payment or payments; and

7. Finally, the Superintendent has also committed, and is by the adoption of this resolution required, to take all necessary steps to make sure that payment of the supplemental compensation payment or payments be done in accordance with the plan approved by the Board.

Adopted by the vote of the majority of members of the Board of Trustees of the Midlothian ISD present and voting at an open meeting of the Board on the 19th day of June, 2023 at which a quorum was present:

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President, Board of Trustees

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Secretary, Board of Trustees



## **Exhibit A**

### **MILESTONE SUPPLEMENTAL COMPENSATION SCHEDULE**

To qualify, the employee's years of employment must be continuous without a break in District service.

5 years:	\$500.00
10 years:	\$1000.00
15 years:	\$1500.00
20 years:	\$2000.00
25 years:	\$2500.00
30 years:	\$3000.00
35 years:	\$3500.00
40 years:	\$4000.00

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider an "ORDER AUTHORIZING THE ISSUANCE OF MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2023; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT AND NOTICE OF SALE; AND ENACTING OTHER PROVISIONS RELATING THERETO."	
<b>Agenda Location:</b>	DISCUSSION/ACTION: BUSINESS AND FINANCE	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> Midlothian Independent School District successfully issued its Variable Rate Unlimited Tax School Building Bond, Series 2017-B, on August 1, 2018. Based upon prevailing market conditions, an initial 2-year interest rate term was prudently utilized for the Series 2017-B Bonds, which expired on August 1, 2020. Pursuant to the financing structure of the 2017-B Bonds, the District restructured the bonds in August of 2020 with a new rate term of 5 years with a 3 year reset option. These bonds are callable August 1, 2023.</p> <p><b>WHAT:</b> There are two alternatives to refund these bonds. Option 1 is to maintain the variable rate structure and select a new interest rate period. Option 2 is to set a fixed rate and shorten the final maturity. This would reduce the term of these bonds by 21 years and lock in an interest rate below 4%. This also reduces the variable portion of our portfolio to below 12% and creates additional bonding capacity and shortens the repayment period. The District will reduce its future bond payments by approximately \$11,996,862.</p>	
	Based on the prevailing market conditions, certain economic indicators and the composition and structure of MISD's existing debt portfolio, BOK Financial Securities, Inc. recommends Midlothian ISD "fix" the interest rate on its Series 2017-B Bonds prior to August 1, 2023. Administration agrees with this recommendation.	

<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	Texas Education Agency	N/A
<b>Policy Reference: (1) / (2)</b>	CE-ANNUAL OPERATING BUDGET	
<b>Fiscal Impact/Budget Function Code:</b>	Potential savings of up to \$11,996,862.	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	A motion might be, "I move to approve the "Bond Parameter Order" to "fix" the rate on the Series 2017-B Bonds and shorten the final maturity, as presented. "	
<b>Presenter:</b>	Sandy Bundrick	Alison Long
	District Leadership	BOK

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ORDER  
AUTHORIZING THE ISSUANCE OF

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BONDS  
SERIES 2023

Adopted: June 19, 2023

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND OTHER PRELIMINARY MATTERS	2
Section 1.01. <u>Definitions</u> .....	2
Section 1.02. <u>Other Definitions</u> . ....	6
Section 1.03. <u>Findings</u> . ....	6
Section 1.04. <u>Table of Contents, Titles and Headings</u> . ....	6
Section 1.05. <u>Interpretation</u> .....	6
ARTICLE II SECURITY FOR THE BONDS	6
Section 2.01. <u>Tax Levy</u> .....	6
Section 2.02. <u>Application of Chapter 1208, Government Code</u> . ....	7
Section 2.03. <u>Compliance with Section 45.0031</u> . ....	7
ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS	7
Section 3.01. <u>Authorization</u> . ....	7
Section 3.02. <u>Date, Denomination, Maturities, and Interest</u> .....	8
Section 3.03. <u>Medium, Method and Place of Payment</u> .....	8
Section 3.04. <u>Execution and Registration of Bonds</u> . ....	9
Section 3.05. <u>Ownership</u> .....	10
Section 3.06. <u>Registration, Transfer and Exchange</u> .....	10
Section 3.07. <u>Cancellation</u> . ....	11
Section 3.08. <u>Temporary Bonds</u> .....	11
Section 3.09. <u>Replacement Bonds</u> . ....	12
Section 3.10. <u>Book–Entry Only System</u> . ....	13
Section 3.11. <u>Successor Securities Depository; Transfer Outside Book–Entry Only System</u> . ...	14
Section 3.12. <u>Payments to Cede &amp; Co</u> . ....	14
ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY	14
Section 4.01. <u>Limitation on Redemption</u> .....	14
Section 4.02. <u>Optional Redemption</u> . ....	14
Section 4.03. <u>Mandatory Sinking Fund Redemption</u> .....	14
Section 4.04. <u>Partial Redemption</u> .....	15
Section 4.05. <u>Notice of Redemption to Owners</u> . ....	15
Section 4.06. <u>Payment Upon Redemption</u> . ....	16
Section 4.07. <u>Effect of Redemption</u> . ....	16
Section 4.08. <u>Lapse of Payment</u> . ....	17
ARTICLE V PAYING AGENT/REGISTRAR	17
Section 5.01. <u>Appointment of Initial Paying Agent/Registrar</u> .....	17

Section 5.02. <u>Qualifications.</u>	17
Section 5.03. <u>Maintaining Paying Agent/Registrar.</u>	17
Section 5.04. <u>Termination.</u>	17
Section 5.05. <u>Notice of Change to Owners.</u>	18
Section 5.06. <u>Agreement to Perform Duties and Functions.</u>	18
Section 5.07. <u>Delivery of Records to Successor</u>	18
ARTICLE VI FORM OF THE BONDS	18
Section 6.01. <u>Forms Generally.</u>	18
Section 6.02. <u>General Form of Bonds.</u>	18
Section 6.03. <u>CUSIP Registration.</u>	31
Section 6.04. <u>Legal Opinion.</u>	31
ARTICLE VII SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS	32
Section 7.01. <u>Sale of Bonds, Official Statement.</u>	32
Section 7.02. <u>Control and Delivery of Bonds.</u>	34
Section 7.03. <u>Deposit of Proceeds.</u>	34
ARTICLE VIII CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS	34
Section 8.01. <u>Creation of Interest and Sinking Fund.</u>	34
Section 8.02. <u>Interest and Sinking Fund.</u>	34
Section 8.03. <u>Security of Funds.</u>	35
Section 8.04. <u>Investments.</u>	35
Section 8.05. <u>Investment Income.</u>	35
ARTICLE IX PARTICULAR REPRESENTATIONS AND COVENANTS	35
Section 9.01. <u>Payment of the Bonds.</u>	35
Section 9.02. <u>Other Representations and Covenants.</u>	35
Section 9.03. <u>Federal Income Tax Matters.</u>	36
ARTICLE X DEFAULT AND REMEDIES	37
Section 10.01. <u>Events of Default.</u>	37
Section 10.02. <u>Remedies for Default.</u>	37
Section 10.03. <u>Remedies Not Exclusive.</u>	37
ARTICLE XI DISCHARGE	38
Section 11.01. <u>Discharge.</u>	38
ARTICLE XII CONTINUING DISCLOSURE UNDERTAKING	38
Section 12.01. <u>Definitions of Continuing Disclosure Terms.</u>	38

Section 12.02. <u>Annual Reports.</u> .....	38
Section 12.03. <u>Material Event Notices.</u> .....	39
Section 12.04. <u>Limitations, Disclaimers and Amendments.</u> .....	40
Section 12.05. <u>Filings with MSRB.</u> .....	41
 ARTICLE XIII PERMANENT SCHOOL FUND GUARANTEE	42
Section 13.01. <u>Permanent School Fund Guarantee.</u> .....	42
Section 14.01. <u>Escrow Agreement.</u> .....	42
Section 14.02. <u>Purchase of Securities.</u> .....	43
Section 14.03. <u>Redemption of Refunded Bonds and Payment of Refunded Bonds.</u> .....	43
Section 14.04. <u>Notice of Deposit and Redemption.</u> .....	43
 ARTICLE XV AMENDMENTS TO ORDER AND PRICING CERTIFICATE	43
Section 15.01. <u>Amendments to Order and Pricing Certificate.</u> .....	43
Section 15.02. <u>Nonsubstantive Changes to Order and Pricing Certificate.</u> .....	44
Section 15.03. <u>Partial Invalidity.</u> .....	44
Section 15.04. <u>No Personal Liability.</u> .....	44

AN ORDER AUTHORIZING THE ISSUANCE OF MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2023 IN THE NOT TO EXCEED PRINCIPAL AMOUNT OF \$13,320,000; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A DEPOSIT AGREEMENT OR ESCROW AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT AND NOTICE OF SALE; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

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

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



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

WHEREAS, the City Council hereby finds and determines that it is not practicable to calculate a savings amount attributable to the refunding of the Refunded Commercial Paper Notes, but that the refunding contemplated in this Ordinance will benefit the City and that such benefit is sufficient consideration for the refunding of the Refunded Commercial Paper Notes; and

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

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

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

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

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

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

“Authorized Officer” means the Superintendent of the District (including an Interim Superintendent) or the Chief Financial Officer of the District, singly, and each of them.

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

“Bond” means any of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Order” means this Order.

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

“Paying Agent/Registrar” means the paying agent as designated in the Pricing Certificate.

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Texas.

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

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption

prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

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

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

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

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

Section 1.05. Interpretation.

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

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

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

## ARTICLE II

### SECURITY FOR THE BONDS

Section 2.01. Tax Levy.

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

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

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

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

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

Section 2.03. Compliance with Section 45.0031. To the extent that the District demonstrates to the Texas Attorney General that the District's ability to comply with the requirements of Section 45.0031, Texas Education Code, as amended, is contingent on receiving State assistance, the District covenants, to the extent required, and for so long as required, to comply with the provisions of said Section 45.0031 and to not set a tax rate for a year until the District has credited to the account of the Interest and Sinking Fund for the Bonds the amounts of State assistance received or to be received in accordance with the terms of said Section 45.0031.

### ARTICLE III

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The District's bonds to be designated "Midlothian Independent School District Unlimited Tax Refunding Bonds, Series 2023" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 1207, Texas Government Code, as amended. The series designation of the Bonds shall be set forth in the Pricing Certificate. The Bonds shall be issued in an aggregate original principal amount of not to exceed \$13,320,000, for the purpose of (i) providing funds to refund the Refunded Bonds to the extent provided in the Pricing Certificate and (ii) paying the costs of issuing the Bonds. The Bonds shall be issued as Current Interest Bonds, Capital Appreciation Bonds or a combination of Current Interest Bonds and Capital Appreciation Bonds, as determined by the Authorized Officer and all as identified and designated in the Pricing Certificate.

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

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

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

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

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

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

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

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

Section 3.03. Medium, Method and Place of Payment.

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

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

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

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

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

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

#### Section 3.04. Execution and Registration of Bonds.

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

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

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It



shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

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

#### Section 3.05. Ownership.

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

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

#### Section 3.06. Registration, Transfer and Exchange.

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

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

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

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

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

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

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

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bonds and pending the preparation of definitive Bonds, the proper officers of the District may execute and, upon the District's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions

and other variations as the officers of the District executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

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

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

#### Section 3.09. Replacement Bonds.

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

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

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

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

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

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

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

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

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

#### Section 3.10. Book-Entry Only System.

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

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

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

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

#### ARTICLE IV

##### REDEMPTION OF BONDS BEFORE MATURITY

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

Section 4.02. Optional Redemption.

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

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

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

Section 4.03. Mandatory Sinking Fund Redemption.

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

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

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

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

#### Section 4.04. Partial Redemption.

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

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

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

#### Section 4.05. Notice of Redemption to Owners.

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

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

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

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

#### Section 4.06. Payment Upon Redemption.

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

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

#### Section 4.07. Effect of Redemption.

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

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

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

## ARTICLE V

### PAYING AGENT/REGISTRAR

#### Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Certificates, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of the Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

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

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

#### Section 5.03. Maintaining Paying Agent/Registrar.

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

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

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



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

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

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

## ARTICLE VI

### FORM OF THE BONDS

#### Section 6.01. Forms Generally.

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

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

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

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

(a) (i) Form of Current Interest Bond.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas  
Ellis County

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND  
SERIES 2023

CURRENT INTEREST BOND

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DELIVERY DATE</u>	<u>CUSIP NO.:</u>
_____ %	February 15 _____	_____ <sup>1</sup>	_____

Midlothian Independent School District (the "District"), in Ellis County, 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 Bond 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 paid semiannually on February 15 and August 15 of each year, commencing \_\_\_\_\_.<sup>2</sup>

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 \_\_\_\_\_<sup>3</sup>, Dallas, 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

<sup>1</sup> To be inserted from Pricing Certificate.

<sup>2</sup> To be inserted from Pricing Certificate.

<sup>3</sup> To be inserted from Pricing Certificate.

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 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 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 fifteenth 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 \_\_\_\_\_<sup>4</sup>, issued in the aggregate original principal amount of \$ \_\_\_\_\_<sup>5</sup>, in part as (i) \$ \_\_\_\_\_<sup>6</sup> original principal amount of Capital Appreciation Bonds, and (ii) \$ \_\_\_\_\_<sup>7</sup> principal amount of Current Interest Bonds, 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 (i) acquiring, constructing and equipping school buildings of the District, including the acquisition of land therefor, (ii) paying capitalized interest on the bonds and (iii) paying the costs of issuing the Bonds. This Bond is a Current Interest Bond.

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 February 15, \_\_\_\_\_<sup>8</sup>, in whole or in part before their respective scheduled maturity dates, on February 15, \_\_\_\_\_<sup>9</sup>, or on any date thereafter, at a redemption price equal to the principal amount

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<sup>4</sup> To be inserted from Pricing Certificate.

<sup>5</sup> To be inserted from Pricing Certificate.

<sup>6</sup> To be inserted from Pricing Certificate.

<sup>7</sup> To be inserted from Pricing Certificate.

<sup>8</sup> To be inserted from Pricing Certificate.

<sup>9</sup> To be inserted from Pricing Certificate.

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 the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[The Bonds maturing on February 15, 20\_\_<sup>10</sup>, (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 Certificates Maturing February 15, 20__</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>

February 15, 20__	
February 15, 20__*	

\*maturity

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 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 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 hereof and not previously credited to a mandatory sinking fund redemption.]<sup>11</sup>

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

<sup>10</sup> To be inserted from Pricing Certificate.

<sup>11</sup> Redemption provisions to be inserted from Pricing Certificate.

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, and the rescission of such redemption 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. 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.

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 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.

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Secretary, Board of Trustees  
Midlothian Independent School District

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President, Board of Trustees  
Midlothian Independent School District

[SEAL]

(ii) 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.

\_\_\_\_\_<sup>12</sup>,  
as Paying Agent/Registrar

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

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
<sup>12</sup> To be inserted Pricing Certificate.

(iii) 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.

(iv) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Current Interest Bond.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO.
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 Midlothian Independent School District, and that this Bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

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

[SEAL]

(v) Statement of Permanent School Fund Guarantee.

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

PERMANENT SCHOOL FUND GUARANTEE

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 Midlothian Independent School District of its Unlimited Tax Refunding Bonds, Series 2023, dated \_\_\_\_\_<sup>13</sup>, in the original principal amount of \$73,445,000, 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.

[Name of Commissioner]  
Commissioner of Education  
State of Texas

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<sup>13</sup> To be inserted from Pricing Certificate.



(b) (i) Form of Capital Appreciation Bonds.

REGISTERED

REGISTERED  
MATURITY AMOUNT

No. CAB - \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
State of Texas  
Ellis County

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND  
SERIES 2023

CAPITAL APPRECIATION BOND

<u>YIELD TO</u> <u>MATURITY</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT</u>	<u>MATURITY</u> <u>DATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP</u> <u>NUMBER</u>
_____%	\$ _____	February 15, ____	_____ <sup>14</sup>	____ _

Midlothian Independent School District (the “District”), in Ellis County, 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 \_\_\_\_\_<sup>15</sup> 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.

<sup>14</sup> To be inserted from Pricing Certificate.

<sup>15</sup> To be inserted from 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 The Bank of New York Mellon Trust Company, National Association, 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 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 Maturity Date.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated \_\_\_\_\_<sup>16</sup>, issued in the aggregate original principal amount of \$ \_\_\_\_\_<sup>17</sup>, in part as (i) \$ \_\_\_\_\_<sup>18</sup> original principal amount of Capital Appreciation Bonds, and (ii) \$ \_\_\_\_\_<sup>19</sup> principal amount of Current Interest Bonds, 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 (i) acquiring, constructing and equipping school buildings of the District, including the acquisition of land therefor, (ii) paying capitalized interest on the bonds and (iii) paying the costs of issuing the Bonds. This Bond is a Capital Appreciation Bond payable as to principal and interest as herein provided.

The Capital Appreciation Bonds are not subject to redemption prior to stated maturity.

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.

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

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<sup>16</sup> To be inserted from Pricing Certificate.

<sup>17</sup> To be inserted from Pricing Certificate.

<sup>18</sup> To be inserted from Pricing Certificate.

<sup>19</sup> To be inserted from Pricing Certificate.

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  
Midlothian Independent School District

\_\_\_\_\_  
President, Board of Trustees  
Midlothian Independent School District

[SEAL]

(ii) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Capital Appreciation 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.

\_\_\_\_\_<sup>20</sup>,  
as Paying Agent/Registrar

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

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
<sup>20</sup> To be inserted from Pricing Certificate.

(iii) Form of Assignment: The following form of Assignment shall appear on each Bond.

#### 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.

(iv) Table of Accreted Values

The Accreted Values of the Capital Appreciation Bonds contained in the Pricing Certificate shall be printed on the reverse side of, or attached to, each of the Capital Appreciation Bonds, including the Initial Capital Appreciation Bond.

(v) Initial Capital Appreciation Bond.

The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (i), (iii), (iv), (vi) and (vii) of this Section, except for the following alterations:

immediately under the name of the Capital Appreciation Bond, the headings "YIELD TO MATURITY," "ORIGINAL PRINCIPAL AMOUNT" and "MATURITY DATE," shall be completed with the words "As Shown Below" and the heading "CUSIP NUMBER" shall be deleted; and

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 and Maturity Amounts and with interest at the compounding rates which produce the respective approximate Yield to Maturity set forth in the following Schedule:

<u>Years</u>	<u>Original Principal Amounts</u>	<u>Yields to Maturity</u>	<u>Maturity Amounts</u>
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[Information to be inserted from the Pricing Certificate]

The Initial Capital Appreciation Bond shall be numbered TCAB-1.

(vi) 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.

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 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 Midlothian 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]

(vi) Statement of Permanent School Fund Guarantee.

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

PERMANENT SCHOOL FUND GUARANTEE

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 Midlothian Independent School District of its Unlimited Tax Refunding Bonds, Series 2023, dated \_\_\_\_\_<sup>21</sup>, in the original principal amount of \$ \_\_\_\_\_<sup>22</sup>, 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.

[Name of Commissioner]  
Commissioner of Education  
State of Texas

Section 6.03. CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

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

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<sup>21</sup> To be inserted from Pricing Certificate.

<sup>22</sup> To be inserted from Pricing Certificate.

## ARTICLE VII

### SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

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

- (i) the aggregate original principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed \$13,320,000;
- (ii) the all-in true interest cost ("TIC") on the Bonds, shall not exceed 4.00%;
- (iii) the final maturity date for the Bonds shall not be later than February 15, 2028;
- (iv) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section, and shall be in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the District, if any, to provide for the refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in Schedule I hereto and the costs and expenses of issuance of the Bonds, including underwriter's discount, if any;

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

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

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

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

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



Section 7.02. Control and Delivery of Bonds.

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

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

Section 7.03. Deposit of Proceeds.

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

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

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS;  
DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Interest and Sinking Fund. The District hereby establishes the “Midlothian Independent School District Unlimited Tax Refunding Bonds, Series 2023 Interest and Sinking Fund” which shall be maintained at the depository bank of the District; provided, the designation of such interest and sinking fund shall be modified to the extent required to conform to the final designation of the name of the Bonds.

Section 8.02. Interest and Sinking Fund.

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

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

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

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

Section 8.04. Investments.

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

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

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

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

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

Section 9.02. Other Representations and Covenants.

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

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

### Section 9.03. Federal Income Tax Matters.

(a) General. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

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

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

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

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

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

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

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

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

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

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

## ARTICLE X

### DEFAULT AND REMEDIES

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

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

(ii) default in the performance or observance of any other covenant, agreement or obligation of the District, which default materially and adversely affects the rights of the Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the District.

Section 10.02. Remedies for Default.

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

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

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at

law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

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

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

## ARTICLE XI

### DISCHARGE

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

## ARTICLE XII

### CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned to such terms below:

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

Section 12.02. Annual Reports.

(a) The District shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the District, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement, being information described in the Pricing Certificate, including financial statements of the District if audited financial statements of the Issuer are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the Issuer within 12 months after the end of each fiscal year, when and if available. Any financial statements so to be provided shall be (i) prepared

in accordance with the accounting principles prescribed by the Generally Accepted Accounting Principles or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available..

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

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

#### Section 12.03. Material Event Notices.

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

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;

- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (xv) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

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

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

#### Section 12.04. Limitations, Disclaimers and Amendments.

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

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

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

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

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

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

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



## ARTICLE XIII

### PERMANENT SCHOOL FUND GUARANTEE

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

- (a) a certified copy of this Order, the Pricing Certificate and copies of the Official Statement shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days following the date of execution of the Pricing Certificate;
- (b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and
- (c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

## ARTICLE XIV

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

#### Section 14.01. Escrow Agreement.

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

#### Section 14.02. Purchase of Securities.

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

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

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

#### Section 14.04. Notice of Deposit and Redemption.

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

### ARTICLE XV

#### AMENDMENTS TO ORDER AND PRICING CERTIFICATE

##### Section 15.01. Amendments to Order and Pricing Certificate.

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

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

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

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

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

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

PASSED, APPROVED AND EFFECTIVE this June 19, 2023.

## **SCHEDULE I**

### **SCHEDULE OF REFUNDED BOND CANDIDATES**

All outstanding maturities of the following series:

**Unlimited Tax Variable Rate School Building Bonds, Series 2017-B**

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consideration of the Adoption of the 2023-2024 General Fund, Child Nutrition Fund and Debt Service Fund Budgets	
<b>Agenda Location:</b>	DISCUSSION/ACTION: BUSINESS AND FINANCE	
<b>Template Attachments:</b>	Yes	
<b>If yes, then select what applies:</b>	PDF	N/A
<b>Link to the presentation:</b>	No presentation for this item.	
	<p>WHY: Based on Texas Education Code Section 44.002, TEA requires that a June 30 year end Independent School District prepare its budget by June 19th of each year. The budget for a July 1 fiscal year must be adopted no later than June 30. The budget for a fiscal year must be adopted by the local school board before expenditures are made and, if applicable, before the tax rate for the year is set.</p> <p>WHAT: The MISD Budget for 2023-2024 includes the General Fund, Child Nutrition Fund, and Debt Service Fund.</p> <p>The General Fund is balanced. The local tax rate will be reduced to the new floor compressed rate. The General Fund Budget includes a step increase for each salary scale as well as the previously approved positions for the next school year for growth.</p> <p>The Child Nutrition Fund is balanced. The District will be continuing to upgrade kitchen equipment as necessary to spend down excess fund balance.</p> <p>The Debt Service Fund is balance with no plans to add fund balance and includes an approximate amount of \$21M early payment of bonded debt. The final amount available for refunding will be determined in August after the certified tax values are finalized. The school board may also choose a combination of paying debt early and making a reduction to the tax rate if desired.</p> <p>While the tax rate will not be approved until August, the administration is recommending a reduction of approximately 8.91 cents to the current tax ratemaking the new tax rates \$0.7655/\$100 of valuation for M&amp;O and \$0.44/\$100 of valuation for I &amp; S.</p>	

<b>Background Information</b>	<p>This reduction could change pending final certified tax values and the determination of the Tier I rate by TEA. The action requested at this meeting does not set the tax rate.</p> <p>The Total Expenditures Budgets for 2022-2023 are as follows:  General Fund  \$127,014,606  Child Nutrition Fund  \$4,647,876  Debt Service Fund  \$47,213,577</p> <p>Administration is recommending the approval of the 2023-2024 General Fund, Child Nutrition Fund, and Debt Service Fund Budgets as presented.</p>	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 2: Capacity Building and Effective Leadership	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	2.1 Recruit and Retain High-potential Talent	
<b>Legal Reference: (1) / (2)</b>	Texas Education Agency	
<b>Policy Reference: (1) / (2)</b>	CE-ANNUAL OPERATING BUDGET	N/A
<b>Fiscal Impact/Budget Function Code:</b>	All budgeted funds are all balanced. No fiscal impact.	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	The motion might be: "I move to approve the 2023-2024 budgets for the General Fund, Child Nutrition Fund, and the Debt Service Fund as presented."	
<b>Presenter:</b>	Sandy Bundrick	
	Chief Financial Officer	

**MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT**  
**COMBINED SUMMARY - GENERAL, CHILD NUTRITION AND DEBT SERVICE FUNDS**  
**JULY 1, 2023 THROUGH JUNE 30, 2024**

	General Fund	Child Nutrition	Debt Service
Property Value Estimates	\$ 10,666,730,000		\$ 10,666,730,000
Tax Rate to Fund Operations	\$ 0.7655		\$ 0.440
Student ADA Actual/Estimates	10,885.100		10,885.100
Student WADA Actual/Estimates	13,999.638		13,999.638

**REVENUES**

Property Taxes	\$ 69,331,890	\$ -	\$ 46,312,741
Other Local Revenue	16,519,599	2,341,396	-
State Program Revenues	39,023,117	13,644	900,836
Federal Program Revenues	2,140,000	2,292,836	-
Total Revenues	127,014,606	4,647,876	47,213,577

**EXPENDITURES**

11 Instruction	60,204,123		
12 Instructional Resources & Media	1,169,849		
13 Staff Development	1,755,882		
21 Instructional Administration	1,247,869		
23 School Administration	5,806,070		
31 Guidance and Counseling	4,349,307		
32 Social Services	-		
33 Health Services	1,193,997		
34 Student Transportation	3,841,877		
35 Food Service	-	4,531,381	
36 Co-Curricular Activities	4,834,656		
41 General Administration	4,058,271		
51 Plant Maintenance & Operations	12,991,533	116,495	
52 Security	2,144,100	-	
53 Data Processing	1,908,220		
61 Community Service	-		
71 Debt Service	-		47,213,577
81 Capital Outlay	-		
95 Payments to JJAEP	40,000		
97 Tax Increment Financing	20,499,852		
99 Other Intergovernmental Charges	969,000		
Total Expenditures	127,014,606	4,647,876	47,213,577

<b>Increase / (Decrease) In Fund Balance</b>	-	0	-
--	---	---	---

**Other Resources / (Uses)**

Other Resources	-	-	-
Operating Transfers (Out)	-	-	-

<b>Net Increase / (Decrease) In Fund Balance</b>	-	0	-
--	---	---	---

Fund Balance - July 1 (Beginning)	33,443,070	1,153,126	15,275,118
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<b>Fund Balance - June 30 (Ending)</b>	<b>\$ 33,443,070</b>	<b>\$ 1,153,127</b>	<b>\$ 15,275,118</b>
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155 Percent of Operating Expenditures	26.33%	24.81%	32.35%
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## Midlothian ISDBOARDBOOK TEMPLATE

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Consider Over \$50,000 Requisitions	
<b>Agenda Location:</b>	CONSENT	
<b>Template Attachments:</b>	Yes	PDF
<b>If yes, then select what applies:</b>	PDF	PDF
<b>Link to the presentation:</b>	No presentation for this item.	
<b>Background Information</b>	<p><b>WHY:</b> The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.</p> <p><b>WHAT:</b> The following attached 22-23 requisitions require Board approval:            --Waypoint Business Solutions - Infrastructure Protection - \$68,743.81 - 2016 Bond Construction Funds            --NetSync Network Solutions - Multi-Purpose Environmental Sensors and Cameras - \$232,523.72 - 2016 Bond Construction Funds            --Visionality - Board Room AV Upgrade - \$136,974.25 - 2016 Bond Construction Funds</p> <p><b>The following attached 23-24 requisitions require Board approval:</b>            -- NWEA - MAP software renewal - \$119,515.50 - Instructional Materials Allotment Funds            -- Superior Pediatric Care - Physical Therapy Services and Visually Impaired Teacher Services - \$124,000 - General Fund and ARP IDEA B Funds            -- MSB Consulting Group LLC - Consulting Fees for SHARS and MAC - \$106,000 - General Fund            -- Skyward - Finance, Human Resources, and Student Information Services Software Renewal - \$80,320 - General Fund            -- Frontline Technologies Group LLC - IEP Software for Special Ed, ELL/LPAC, RTI Software Renewal for Curriculum and Absence and Substitute Management Software for Human Resources - \$67,181.12 - General Fund            -- Curriculum Associates Inc. - iReady Teacher Toolbox Access - \$97,830.75 - Instructional Materials Allotment Funds            -- Instructure Inc. - Canvas Cloud License Renewal - \$78,026.40 - General Fund            -- Accelerate Learning Inc. - K-8 Science STEMscopes, 4-8 Math STEMscopes - \$82,637.25 - Instructional Materials Allotment Funds            -- Cengage Learning - HS Math Online Resource - \$67,574.10 - Instructional Materials Allotment Funds            -- Walsh Gallegos Trevino Kyle &amp; Robinson P.C. - Legal / Attorney Fees (Retainer) - \$151,000 - General Fund            -- Blue Line Pest Police - Monthly Pest Control Sprayings for the District - \$56,400 - General Fund</p>	
	-- Vista Turf - Mowing District Grounds - \$255,325 - General Fund -- Boldt Lawncare - Mowing of District Grounds - \$114,975 - General Fund	



<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 4: District Operations and financial Stewardship	
<b>Performance Objective:</b> <i>(Primary)</i>	4.3 Commitment to Financial Stewardship	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	N/A	
<b>Legal Reference: (1) / (2)</b>	Texas Education Agency	N/A
<b>Policy Reference: (1) / (2)</b>	CH-PURCHASING AND ACQUISITION	
<b>Fiscal Impact/Budget Function Code:</b>	Budgeted General Operating Funds, 2016 Bond Construction Funds, Instructional Materials Allotment Funds, and IDEA B Funds	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	Presented as a consent item. If the item is pulled from the consent agenda, the motion might be: "I move to approve the requisitions over \$50,000 as presented."	
<b>Presenter:</b>	Sandy Bundrick	
	District Leadership	

REQ DATE

05/27/2023

PAGE 1 OF 2

REQUISITION NUMBER

0000117910

PRINTED 06/01/2023

VENDOR KEY : WAYPOINT000  
SHIP DATE : 05/27/2023  
FISCAL YEAR : 2022-2023  
ENTERED BY : WORLEVAN000  
ORIGINAL REQ # : 0000117910

**VENDOR:**  
WAYPOINT BUSINESS SOLUTIONS LLC  
118 VINTAGE PARK BLVD  
HOUSTON, TX 77070

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

ATTN: VANYA WORLEY

Contract Nbr: DIR

DIR-Texas Dept of Information Resources Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	DIR-Dell EMC DIR-TSO-3763 - BOARD APPROVAL JUNE 19, 2023 3 x NetShelter SX 42U 750mm Wide x 1200mm Deep Enclosure with Sides Black - AR3350 6 x RACK BDU 2G, METERED ZEROU, 30A 200/208V, (36) C13 & (6) C19 - AP8841 1 x 208V 20kW UPS w/ Bypass and Distribution - ISX-20KF 1 x ISX-20KF BASE UPS W DISTR 1 x GENERIC ASSY SYM 20KVA 3PH 208V W/DIST - 0G-S20KF 1 x TYPE & AMP OF DISTRIBUTION CKE BRKS - DISTRIBUTION BREAKERS 120V 10 x S/A CKT BRKR 2P30A 10K UL - 0M2299 19 x S/A BLANK PNL 1P CKTBRK NAM PSX-PDU - 0M-2018 1 x OVERHEAD DISTRIBUTION CORDSETS - DISTRIBUTIION CORD SETS 120V 10 x TC 3WIRE W/L6-30 15 FOOT - 0M-5359-015 1 x ISX-20KF OPTIONS & ACCESSORIES 1 x ASSY ISX-20KF FINAL ITEMS - 0M-5011 3 x Symmetra PX 10kW Power Modujle, 208V, High Efficiency -SYPM10KF2 4 x Battery Module for Syymetra PX, Smart-UPS VT or Galaxy 3500 - SYBT4 1 x Start-Up Service 5X8 for (1) Symmetra 40kW UPS and/or (1) PDU - WSTRTUO-PX-21 1 x Scheduled 5X8 Assembly Service for Symmetra PX 40 kW UPS and/or PDU - WASSEMUPS5X8-PX-21 1 x 5X8 Scheduled Assembly Service for 1-5 Racks - WASSEM5X8-5R-PX-20 1 x 1 Year 8hr 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for up to 40 k VA - WUPG8HR7X24-UG-01 6 x Veritcal Cable Organizer, 8 Gable Rings, Zero U - AR8442 PRICING PER QUOTE AAAQ16707  TECHNOLOGY - DISTRICT - WILLIAMS - BEALL - ADMINISTRATION UPS	68743.81000	68,743.81
CONTINUED ON NEXT PAGE			<b>PAGE TOTAL</b>	68,743.81
			<b>TOTAL</b>	68,743.81

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

<b>REQ DATE</b>
<b>05/27/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117910</b>

PRINTED 06/01/2023

VENDOR KEY : WAYPOINT000  
 SHIP DATE : 05/27/2023  
 FISCAL YEAR : 2022-2023  
 ENTERED BY : WORLEVAN000  
 ORIGINAL REQ # : 0000117910

**VENDOR:**  
 WAYPOINT BUSINESS SOLUTIONS LLC  
 118 VINTAGE PARK BLVD  
 HOUSTON, TX 77070

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

ATTN: VANYA WORLEY

Contract Nbr: DIR

DIR-Texas Dept of Information Resources Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		SYSTEM FOR INFRASTRUCTURE PROTECTION		
		***PLEASE SEND PO TO VANYA WORLEY - TECHNOLOGY - THANK YOU!***		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		694 E 81 6639 06 999 0 99 000	68,743.81	
		CommCode: Technology - Computer Hardware		
			<b>PAGE TOTAL</b>	0.00
			<b>TOTAL</b>	68,743.81

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 unauthorized purchases made with a Requisition.

<b>REQ DATE</b>
<b>05/24/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117874</b>

PRINTED 06/05/2023

VENDOR KEY : NETSYNC 000  
SHIP DATE : 05/24/2023  
FISCAL YEAR : 2022-2023  
ENTERED BY : WORLEVAN000  
ORIGINAL REQ # : 0000117874

VENDOR:  
NETSYNC NETWORK SOLUTIONS  
2500 WEST LOOP SOUTH STE 410  
HOUSTON, TX 77027

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

ATTN: VANYA WORLEY

Contract Nbr: TIPS                      The Interlocal Purchasing System (Reporting Required)

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		TIPS/TAPS - 200105 - Notes: 220050657-147215-04 Verkada CD42 Camera, SV23 Sensor, 3YR - BOARD APPROVAL >\$50K - JUNE 19, 2023		
59	EACH	1.0 CD42-256-HW CD42 Indoor Dome Camera, 256GB, 30 Days Max	819.18000	48,331.62
59	EACH	2.0 LIC-3Y 3-Year Camera License	450.18000	26,560.62
118	EACH	3.0 SV23-HW SV23 Environmental Sensor	819.18000	96,663.24
118	EACH	4.0 LIC-SV-3Y 3-Year Sensor License	491.18000	57,959.24
1	EACH	SHIPPING	3009.00000	3,009.00
		PRICING PER QUOTE AAAQ393937-02		
		SAFETY & SECURITY - DISTRICT - MULTI PURPOSE ENVIRONMENTAL SENSORS & CAMERAS		
		***PLEASE SEND PO TO VANYA WORLEY - TECHNOLOGY - THANK YOU!***		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER                      ACCOUNT AMOUNT		
		694 E 81 6649 06 999 0 99 000                      232,523.72		
		CommCode: Safety/Security Equipment/Supplies		
			<b>PAGE TOTAL</b>	<b>232,523.72</b>
			<b>TOTAL</b>	<b>232,523.72</b>

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REQ DATE

05/23/2023

PAGE 1 OF 3

REQUISITION NUMBER

0000117846

PRINTED 06/01/2023

VENDOR KEY : VISIONAL000  
SHIP DATE : 05/23/2023  
FISCAL YEAR : 2022-2023  
ENTERED BY : WORLEVAN000  
ORIGINAL REQ # : 0000117846

**VENDOR:**  
VISIONALITY  
1778 N PLANO RD STE 211B  
RICHARDSON, TX 75081

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

ATTN: VANYA WORLEY

Contract Nbr: DIR

DIR-Texas Dept of Information Resources Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	BOARD APPROVAL >\$50K - JUNE 19, 2023 - Texas DIR Contract DIR-CPO-5092		
		VIDEO CONFERENCE EQUIPMENT - *Video Conference System* (1) OFE PC or Laptop for Client-Based VTC (1) Vaddio AV Bridge 2x1 delivering Audio and Video to Client-Based VTC System (1) Vaddio USB 3.0 Extender Delivering AVB Signal to OFE PC or Laptop within Chambers *Video Conference Cameras* (1) Camera Feed Return from SWAGIT	4654.24000	4,654.24
1	EACH	Video Equipment - *Video Inputs* (1) Lectern HDMI Input (1) Secretary Station HDMI Input (1) Voting System HDMI Input (1) Return Feed from SWAGIT Recording and Streaming System (1) Barco C-10 ClickShare Wireless Presentation System with 1 USB Step-In Puck (1) Crestron 4K Multi-Window Video Processor for Video Layout Arrangements (6) AVoIP Encoders for HDMI Inputs Listed Above *Video Outputs* (5) OFE Wall-Mounted Displays (1) OFE Overflow Display in Lobby (11) OFE Dais Displays (1) Video Distribution Kit to Dais (1) Content Feed to SWAGIT Recording and Streaming (8) AV Pro Edge AVoIP Decoders; HDMI for Outputs Listed Above	18686.64000	18,686.64
1	EACH	Audio System - *Multichannel Digital Signal Processor* (1) Biamp Tesira SERVER-IO System, 20x8 with Dante *Audio Inputs* (1) AV Pro Edge AVoIP Decoder; Content Audio Feed (14) Shure MXCW Wireless Conference Unit with 4.3 inch color touchscreen. (14) Shure MXCW Cardioid Dual-Flex Gooseneck Microphone 20 (1) Shure MXCW Access Point Transceiver for MXCW Conferencing	48377.05000	48,377.05
CONTINUED ON NEXT PAGE			<b>PAGE TOTAL</b>	71,717.93
			<b>TOTAL</b>	136,974.25

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<b>REQ DATE</b>
<b>05/23/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117846</b>

PRINTED 06/01/2023

VENDOR KEY : VISIONAL000  
SHIP DATE : 05/23/2023  
FISCAL YEAR : 2022-2023  
ENTERED BY : WORLEVAN000  
ORIGINAL REQ # : 0000117846

**VENDOR:**  
**VISIONALITY**  
1778 N PLANO RD STE 211B  
RICHARDSON, TX 75081

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

ATTN: VANYA WORLEY

Contract Nbr: DIR

DIR-Texas Dept of Information Resources Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	System (2) Shure MXCWNCs NETWORKED CHARGING STATIONS *Audio Outputs* (12) Crestron Saros(R) 6.5" 2-Way In-Ceiling Speaker White (1) Crestron X Series Modular Power Amplifier (1) Listen iDSP Prime Level III Stationary Assisted Listening System All-In-One A/V Switching and Control System - (1) AV ProEdge All-In-One A/V Switching AVoIP Integration Kit (1) Crestron 4-Series Control System (1) Crestron TST-902 9" Wireless Touch Screen (1) Crestron Additional Table Dock for TST-902	17384.65000	17,384.65
1	EACH	Rack, Display Mounts, and Wallplates	2658.69000	2,658.69
1	EACH	Room Cabling and Materials	5416.42000	5,416.42
1	EACH	Project Professional Services and Programming	8340.76000	8,340.76
1	EACH	Installation, Integration, and Commissioning	25239.30000	25,239.30
1	EACH	Silver Level Service - Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year) PRICING PER PROPOSAL DATED 4/3/2023 - RICHARD BARNETT - OPERATIONS MANAGER  TECHNOLOGY - BOARD ROOM AV UPGRADE  ***PLEASE SEND PO TO VANYA WORLEY - TECHNOLOGY - THANK YOU!***  ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER 694 E 81 6639 06 999 0 99 000 ACCOUNT AMOUNT 129,661.32	6216.50000	6,216.50
CONTINUED ON NEXT PAGE			<b>PAGE TOTAL</b>	<b>65,256.32</b>
			<b>TOTAL</b>	<b>136,974.25</b>

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<b>REQ DATE</b>
<b>05/23/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117846</b>

PRINTED 06/01/2023

VENDOR KEY : VISIONAL000  
SHIP DATE : 05/23/2023  
FISCAL YEAR : 2022-2023  
ENTERED BY : WORLEVAN000  
ORIGINAL REQ # : 0000117846

**VENDOR:**  
VISIONALITY  
1778 N PLANO RD STE 211B  
RICHARDSON, TX 75081

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

ATTN: VANYA WORLEY

Contract Nbr: DIR

DIR-Texas Dept of Information Resources Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		694 E 81 6649 06 999 0 99 000 7,312.93  CommCode: PA Systems and Sound Supplies		
			<b>PAGE TOTAL</b>	0.00
			<b>TOTAL</b>	136,974.25

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The District is not financially responsible for the  
unauthorized purchases made with a Requisition.

<b>REQ DATE</b>
<b>05/30/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117920</b>

PRINTED 06/01/2023

VENDOR KEY : NWEA 000  
SHIP DATE : 05/30/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : WALTODAN000  
ORIGINAL REQ # : 0000117920

**VENDOR:**  
NWEA  
PO BOX 2745  
PORTLAND, OR 97208

**SHIP TO:**  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

ATTN: DANIELLA WALTON

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
8208		MAP Growth K-12	12.25000	100,548.00
6787		MAP Growth Science (Add-On)	2.50000	16,967.50
1		Growth Report +1hr Virtual Consulting ***NO CHARGE***		
1		Growth Report +1hr Virtual Consulting	2000.00000	2,000.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		410 E 11 6398 00 999 0 11 000	119,515.50	
			<b>PAGE TOTAL</b>	<b>119,515.50</b>
			<b>TOTAL</b>	<b>119,515.50</b>

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<b>REQ DATE</b>
<b>05/26/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117906</b>

PRINTED 06/01/2023

VENDOR KEY : SUPERPED000  
SHIP DATE : 05/26/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : HARDEVAN000  
ORIGINAL REQ # : 0000117906

**VENDOR:**  
SUPERIOR PEDIATRIC CARE  
1201 SUMMITT AVE FL 5th  
FORT WORTH, TX 76102

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

PHONE: (817) 926-3330 FAX: (817) 926-5303

ATTN: VANESSA HARDEGREE

Contract Nbr: EPCNT

Educational Purchasing Cooperative of North Texas Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		EPCNT- MANSFIELD ISD 19-002 EXP 6/30/23 Contracted Physical Therapy Services (PT) & (PTA) for the 23-24 School Year. *****OPEN PO***** ***PLEASE RETURN PO TO V.HARDEGREE***  ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER ACCOUNT AMOUNT 199 E 11 6219 02 849 0 23 849 64,000.00  CommCode: Special Ed Student Services	64000.00000	64,000.00
			<b>PAGE TOTAL</b>	64,000.00
			<b>TOTAL</b>	64,000.00

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unauthorized purchases made with a Requisition.

<b>REQ DATE</b>
<b>05/26/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117903</b>

PRINTED 06/01/2023

VENDOR KEY : SUPERPED000  
SHIP DATE : 05/26/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : HARDEVAN000  
ORIGINAL REQ # : 0000117903

**VENDOR:**  
SUPERIOR PEDIATRIC CARE  
1201 SUMMITT AVE FL 5th  
FORT WORTH, TX 76102

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

PHONE: (817) 926-3330 FAX: (817) 926-5303

ATTN: VANESSA HARDEGREE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		MISD Contracted Services for SPED for Visually Impaired Teacher including Direct/Consult/Evaluations/ARD Meetings/Prep for the 23-24 school year. ***PLEASE RETURN PO TO V.HARDEGREE***  ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER ACCOUNT AMOUNT 224 E 11 6219 00 999 0 23 000 60,000.00	60000.00000	60,000.00
			<b>PAGE TOTAL</b>	60,000.00
			<b>TOTAL</b>	60,000.00

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

REQ DATE
05/26/2023

REQUISITION NUMBER
0000117908

PRINTED 06/01/2023

VENDOR KEY : MSB CONS000  
SHIP DATE : 05/26/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : HARDEVAN000  
ORIGINAL REQ # : 0000117908

**VENDOR:**  
MSB CONSULTING GROUP LLC  
1615 SCOTTSDALE DRIVE BLDG 2  
Ste 200c  
CEDAR PARK, TX 78641

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

PHONE: (800) 381-9813

ATTN: VANESSA HARDEGREE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		MISD MSB Consulting for SHARS (School Health and Related Services) for the 23-24 School Year. *See notes *****OPEN PO***** ***PLEASE RETURN PO TO V.HARDEGREE***  ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER ACCOUNT AMOUNT 199 R 00 5931 00 000 0 00 000 160,000.00	160000.00000	160,000.00
			<b>PAGE TOTAL</b>	160,000.00
			<b>TOTAL</b>	160,000.00

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unauthorized purchases made with a Requisition.

<b>REQ DATE</b>
<b>06/01/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000118044</b>

PRINTED 06/01/2023

VENDOR KEY : MSB CONS000  
SHIP DATE : 06/01/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : HARDEVAN000  
ORIGINAL REQ # : 0000118044

**VENDOR:**  
MSB CONSULTING GROUP LLC  
1615 SCOTTSDALE DRIVE BLDG 2  
Ste 200c  
CEDAR PARK, TX 78641

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

PHONE: (800) 381-9813

ATTN: VANESSA HARDEGREE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		MISD MSB Consulting for SHARS (School Health and Related Service ) MAC Administrative Expenses for the 23-43 School Year. *****OPEN PO***** ***PLEASE RETURN PO TO V.HARDEGREE***  ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER ACCOUNT AMOUNT 199 R 00 5932 00 000 0 00 000 6,000.00	6000.00000	6,000.00
			<b>PAGE TOTAL</b>	6,000.00
			<b>TOTAL</b>	6,000.00

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unauthorized purchases made with a Requisition.

REQ DATE

05/25/2023

REQUISITION NUMBER

0000117889

PRINTED 06/01/2023

VENDOR KEY : SKYWARD 001  
SHIP DATE : 05/25/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : HERNAJES000  
ORIGINAL REQ # : 0000117889

**VENDOR:**  
SKYWARD ACCOUNTING DEPT  
2601 SKYWARD DR  
STEVENS POINT, WI 54482

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

ATTN: JESSICA HERNANDEZ

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		FINANCIAL MANAGEMENT ANNUAL LICENSE FEE	10260.00000	10,260.00
1		TRUE TIME ANNUAL LICENSE FEE	4850.00000	4,850.00
1		PEIMS FINANCE ANNUAL LICENSE FEE	1666.00000	1,666.00
1		EMPLOYEE ACCESS ANNUAL LICENSE FEE	2190.00000	2,190.00
1		EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE	2882.00000	2,882.00
1		PAYROLL ANNUAL LICENSE FEE	4615.00000	4,615.00
1		SALARY NEGOTIATIONS ANNUAL LICENSE FEE	1666.00000	1,666.00
1		SUBSTITUTE TRACKING ANNUAL LICENSE FEE	2308.00000	2,308.00
1		FAST TRACK ANNUAL LICENSE FEE	4867.00000	4,867.00
1		BUSINESS PROFESSIONAL DEVELOPMENT CENTER LICENSE FEE	2080.00000	2,080.00
		LICENSE FEE FOR THE PERIOD OF 07/01/23 - 06/30/24		
		****PLEASE DO NOT MAIL****		
		<b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b>		
		<b>ACCOUNT NUMBER</b>	<b>ACCOUNT AMOUNT</b>	
		199 E 53 6398 01 999 0 99 999	37,384.00	
		<b>CommCode:</b> Online Software Sub./Core Content		
			<b>PAGE TOTAL</b>	37,384.00
			<b>TOTAL</b>	37,384.00

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unauthorized purchases made with a Requisition.

<b>REQ DATE</b>
<b>05/30/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117912</b>

PRINTED 05/31/2023

VENDOR KEY : SKYWARD 001  
SHIP DATE : 05/30/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : WORLEVAN000  
ORIGINAL REQ # : 0000117912

**VENDOR:**  
SKYWARD ACCOUNTING DEPT  
2601 SKYWARD DR  
STEVENS POINT, WI 54482

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

ATTN: VANYA WORLEY

Contract Nbr: ASC

Allied States Cooperative ESC 19

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		ALLIED STATE COOP 17-7247 7/31/2023 - BOARD APPROVAL >\$50K - JUNE 19, 2023		
1	EACH	STUDENT MANAGEMENT CORE ANNUAL LICENSE FEE	35121.00000	35,121.00
1	EACH	NEW STUDENT ENROLLMENT ANNUAL LICENSE FEE	6100.00000	6,100.00
1	EACH	FEE MANAGEMENT ANNUAL LICENSE FEE	4391.00000	4,391.00
1	EACH	ONEROSTER API WITH WRITEBACK ANNUAL LICENSE FEE	2662.00000	2,662.00
1	EACH	FAMILY ACCESS INTERFACE ANNUAL LICENSE FEE	2662.00000	2,662.00
		Annual License Fees: 07/01/2023 - 06/30/2024 PRICING PER 0000222582		
		TECHNOLOGY DISTRICT SIS MANAGEMENT RENEWAL 2023-24		
		***PLEASE SEND PO TO VANYA WORLEY - TECHNOLOGY - THANK YOU!***		
		<b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b>		
		<b>ACCOUNT NUMBER</b> <b>ACCOUNT AMOUNT</b>		
		199 E 11 6398 00 911 0 11 911 50,936.00		
		CommCode: Online Software Sub.		
			<b>PAGE TOTAL</b>	50,936.00
			<b>TOTAL</b>	50,936.00

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<b>REQ DATE</b>
<b>05/26/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117904</b>

PRINTED 06/01/2023

VENDOR KEY : FRONTDAT000  
SHIP DATE : 05/26/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : HARDEVAN000  
ORIGINAL REQ # : 0000117904

**VENDOR:**  
FRONTLINE TECHNOLOGIES GROUP LLC  
PO BOX 780577  
PHILADELPHIA, PA 19178-0577

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

PHONE: (610) 727-0438 FAX: (610) 363-3710

ATTN: VANESSA HARDEGREE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		NCPA 01-102 REGION 14 EXP 11/30/22 Frontline Computer Software Application: IEP- eStar v5, unlimited usage for internal employees for the 23-24 School Year. ***PLEASE RETURN PO TO V.HARDEGREE***  ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER ACCOUNT AMOUNT 199 E 31 6398 00 849 0 23 849 34,055.90	34055.90000	34,055.90
			<b>PAGE TOTAL</b>	34,055.90
			<b>TOTAL</b>	34,055.90

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unauthorized purchases made with a Requisition.

<b>REQ DATE</b>
<b>05/26/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117899</b>

PRINTED 05/26/2023

VENDOR KEY : FRONTDAT000  
SHIP DATE : 05/26/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : MEIGSMEL000  
ORIGINAL REQ # : 0000117899

**VENDOR:**  
FRONTLINE TECHNOLOGIES GROUP LLC  
PO BOX 780577  
PHILADELPHIA, PA 19178-0577

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

PHONE: (610) 727-0438 FAX: (610) 363-3710

ATTN: MELODY MEIGS

Contract Nbr: ESC Region Serv Center Educational Service Center

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		Frontline Education 23/24 Annual Renewal Technology for K-12 NCPA 01-102 Region 14 Exp 11/30/2022		
		Annual Subscription - ELL/LPAC - eStar, unlimited usage for internal employees	5236.57000	5,236.57
1		Annual Subscription - RTI - eStar, unlimited usage for internal employees	6545.72000	6,545.72
ACCOUNT SUMMARY (FOR INTERNAL USE)				
ACCOUNT NUMBER		ACCOUNT AMOUNT		
199 E 11 6398 00 870 0 11 870		11,782.29		
CommCode: Online Software Sub.				
			PAGE TOTAL	11,782.29
			TOTAL	11,782.29

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



<b>REQ DATE</b>
<b>05/30/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117913</b>

PRINTED 05/31/2023

VENDOR KEY : FRONTDAT000  
SHIP DATE : 05/30/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : WORLEVAN000  
ORIGINAL REQ # : 0000117913

**VENDOR:**  
FRONTLINE TECHNOLOGIES GROUP LLC  
PO BOX 780577  
PHILADELPHIA, PA 19178-0577

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

PHONE: (610) 727-0438 FAX: (610) 363-3710

ATTN: VANYA WORLEY

Contract Nbr: Buyboard

Buyboard Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	Buyboard 661-22 12/31/2024 - BOARD APPROVAL >\$50K - JUNE 19, 2023 Absence & Substitute Management, unlimited usage for internal employees 7/1/2023 - 6/30/2024 - 10382 MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT PRICING PER INVUS 185797  TECHNOLOGY DISTRICT - ABSENCE SUBSTITUTE MANAGEMENT - AESOP RENEWAL 2023-24  ***PLEASE SEND PO TO VANYA WORLEY - TECHNOLOGY - THANK YOU!***  ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER 199 E 11 6398 00 911 0 11 911 ACCOUNT AMOUNT 21,342.93  CommCode: Online Software Sub.	21342.93000	21,342.93
			<b>PAGE TOTAL</b>	21,342.93
			<b>TOTAL</b>	21,342.93

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

REQ DATE

05/30/2023

REQUISITION NUMBER

0000117919

PRINTED 06/01/2023

VENDOR KEY : CURRIASS001  
SHIP DATE : 05/30/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : WALTODAN000  
ORIGINAL REQ # : 0000117919

**VENDOR:**  
CURRICULUM ASSOCIATES INC  
153 RANGEWAY ROAD  
NORTH BILLERICA, MA 01862

**SHIP TO:**  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

PHONE: (800) 225-0248 FAX: (508) 667-5706

ATTN: DANIELLA WALTON

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		iReady Learning Teacher Toolbox Access Math and Reading + Writing 1 Year iReady Learning Teacher Toolbox Access Texas ThinkUp Science Per Site 11 CAMPUS - K-5 & 6=8 TOOLBOX	97830.75000	97,830.75
ACCOUNT SUMMARY (FOR INTERNAL USE)				
ACCOUNT NUMBER		ACCOUNT AMOUNT		
410 E 11 6398 00 999 0 11 000		97,830.75		
			<b>PAGE TOTAL</b>	97,830.75
			<b>TOTAL</b>	97,830.75

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unauthorized purchases made with a Requisition.

<b>REQ DATE</b>
<b>05/26/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117891</b>

PRINTED 05/26/2023

VENDOR KEY : INSTRUCT000  
SHIP DATE : 05/26/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : MEIGSMEL000  
ORIGINAL REQ # : 0000117891

**VENDOR:**  
**INSTRUCTURE INC**  
6330 SOUTH 3000 EAST STE 700  
SALT LAKE CITY, UT 84121-6237

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

ATTN: MELODY MEIGS

Contract Nbr: OMNIA Partners National IPA, TCPN, US Communities

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		Online Canvas Cloud Subscription License Renewal 23/24 Canvas Cloud Subscription w/ Tier 1 Support and Custom Recurring Development See attached Vendor Order #Q-303203-8  <b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b> <b>ACCOUNT NUMBER</b> 199 E 11 6398 82 870 0 11 870 <b>ACCOUNT AMOUNT</b> 78,026.40  <b>CommCode:</b> Online Software Sub./Core Content	78026.40000	78,026.40
			<b>PAGE TOTAL</b>	78,026.40
			<b>TOTAL</b>	78,026.40

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unauthorized purchases made with a Requisition.

REQ DATE

05/30/2023

REQUISITION NUMBER

0000117922

PRINTED 06/01/2023

VENDOR KEY : ACCELERA000  
SHIP DATE : 05/30/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : WALTODAN000  
ORIGINAL REQ # : 0000117922

**VENDOR:**  
ACCELERATE LEARNING INC  
PO BOX 732464  
DALLAS, TX 75373

**SHIP TO:**  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

FAX: (713) 348-3715

ATTN: DANIELLA WALTON

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
766		TX Grade 1 Online 978-1-93662-096-2 1	5.25000	4,021.50
791		TX Grade 2 Online 978-1-93662-097-5	5.25000	4,152.75
795		TX Grade 3 Online 978-1-93662-096-8	5.25000	4,173.75
803		TX Grade 4 Online 978-1-93662-095-1	5.25000	4,215.75
877		TX Grade 5 Online 978-1-93662-094-4	5.25000	4,604.25
869		TX Grade 6 Online 978-1-93662-093-7	5.95000	5,170.55
873		TX Grade 7 Online 978-1-93662-092-0	5.95000	5,194.35
933		TX Grade 8 Online 978-1-93662-091-3	5.95000	5,551.35
743		TX Grade K Online 978-1-93662-099-9	5.25000	3,900.75
8		TX ReTEKS Grade 5 Online 978-1-63037-071-8		
3		TX ReTEKS Grade 8 Online 978-1-63037-073-2		
ACCOUNT SUMMARY (FOR INTERNAL USE)				
ACCOUNT NUMBER		ACCOUNT AMOUNT		
410 E 11 6398 00 999 0 11 000		40,985.00		
<b>PAGE TOTAL</b>				40,985.00
<b>TOTAL</b>				40,985.00

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<b>REQ DATE</b>
<b>05/30/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117923</b>

PRINTED 06/01/2023

VENDOR KEY : ACCELERA000  
SHIP DATE : 05/30/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : WALTODAN000  
ORIGINAL REQ # : 0000117923

**VENDOR:**  
ACCELERATE LEARNING INC  
PO BOX 732464  
DALLAS, TX 75373

**SHIP TO:**  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

FAX: (713) 348-3715

ATTN: DANIELLA WALTON

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
803		TX Math Grade 4 Online 978-1-64306-057-6	8.95000	7,186.85
877		TX Math Grade 5 Online 978-1-64306-058-3	8.95000	7,849.15
869		TX Math Grade 6 Online 978-1-64861-577-1	9.95000	8,646.55
873		TX Math Grade 7 Online 978-1-64861-578-8	9.95000	8,686.35
933		TX Math Grade 8 Online 978-1-64861-579-5	9.95000	9,283.35
ACCOUNT SUMMARY (FOR INTERNAL USE)				
ACCOUNT NUMBER		ACCOUNT AMOUNT		
410 E 11 6398 00 999 0 11 000		41,652.25		
			<b>PAGE TOTAL</b>	<b>41,652.25</b>
			<b>TOTAL</b>	<b>41,652.25</b>

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<b>REQ DATE</b>
<b>05/30/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117918</b>

PRINTED 06/01/2023

VENDOR KEY : CENGAGE 000  
SHIP DATE : 05/30/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : WALTODAN000  
ORIGINAL REQ # : 0000117918

**VENDOR:**  
**CENGAGE LEARNING**  
**PO BOX 936743**  
**ATLANTA, GA 31193-6743**

**SHIP TO:**  
**RANDALL HILL SUPPORT CENTER**  
**315 EAST AVENUE E**  
**MIDLOTHIAN, TX 76065**

PHONE: (800) 354-9706 FAX: (800) 478-8488

ATTN: DANIELLA WALTON

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
908		Big Ideas Math HS Algebra 1: Dynamic Student Resources Online (1-year access) - TX Larson 1st Edition [K12, 2015] 9781680332414 / 1680332414 Student online access, 1 year	23.00000	20,884.00
872		Big Ideas Math HS Geometry: Dynamic Student Resources Online (1-year access) - TX Larson 1st Edition [K12, 2015] 9781680332452 / 1680332457 Student online access, 1 year	23.00000	20,056.00
867		Big Ideas Math HS Algebra 2: Dynamic Student Resources Online (1-year access) - TX Larson 1st Edition [K12, 2015] 9781680332490 / 168033249X Student online access, 1 year	23.00000	19,941.00
1		Big Ideas Math HS Algebra 1: Dynamic Teacher Resources Online (1-year access) - TX Larson 1st Edition [K12, 2015] 9781680332445 / 1680332449 Teacher online access, 1 year	165.00000	165.00
1		Big Ideas Math HS Geometry: Dynamic Teacher Resources Online (1-year access) - TX Larson 1st Edition [K12, 2015] 9781680332483 / 1680332481 Teaching online access, 1 year	165.00000	165.00
1		BIM 2015 ALGEBRA 2 TX TRP 1YR LARSON 1st Edition [K12, 2015] 9798888028407 / 8888028404 Teacher online access, 1 year	220.00000	220.00
1		K-12 Virtual Product Training National Geographic Learning 1st Edition [K12, 2016] 9781337466202 / 1337466204 One hour virtual platform training. Date TBD. ***FREE***		
1		SHIPPING & HANDLING/ PROCESSING FEE	6143.10000	6,143.10
<b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b>				
<b>ACCOUNT NUMBER</b>		<b>ACCOUNT AMOUNT</b>		
410 E 11 6398 00 999 0 11 000		67,574.10		
<b>PAGE TOTAL</b>				<b>67,574.10</b>
<b>TOTAL</b>				<b>67,574.10</b>

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<b>REQ DATE</b>
<b>05/26/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117896</b>

PRINTED 06/08/2023

VENDOR KEY : WALSH 000  
SHIP DATE : 05/26/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : MCGRETHER001  
ORIGINAL REQ # : 0000117896

VENDOR:  
WALSH GALLEGOS TREVINO KYLE & ROBINSON P.  
PO BOX 2156  
AUSTIN, TX 78768

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

PHONE: (512) 454-6864

ATTN: THEDA MCGREW

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		RFQ 2021-025 Awarded in September of 2021		
1		23/24 Annual Retainer Fee	1000.00000	1,000.00
		Open Purchase Order to bill against for monthly payment processing.	150000.00000	150,000.00
		**PLEASE RETURN PO TO THEDA MCGREW**		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		199 E 41 6211 00 702 0 99 702		151,000.00
		CommCode: Legal Fees/Attorney		
			<b>PAGE TOTAL</b>	151,000.00
			<b>TOTAL</b>	151,000.00

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REQ DATE

06/14/2023

REQUISITION NUMBER

0000118340

PRINTED 06/15/2023

VENDOR KEY : BLUE LIN000  
SHIP DATE : 06/14/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : ALMARMON000  
ORIGINAL REQ # : 0000118340

VENDOR:  
BLUE LINE PEST POLICE  
7611 DREW LN  
MIDLOTHIAN, TX 76065

SHIP TO:  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

ATTN: MONICA ALMARAZ

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		NEED CONTRACT INFO		
		MONTHLY SPRAYING FOR ALL THE DISTRICT LOCATIONS JULY 2023 THROUGH JUNE 2024		
12		MHS, INCLUDING OLD FIELDHOUSE AND TRACK/FIELD PRESS BOX	375.00000	4,500.00
12		MHS VOCATIONAL AG BLDG	125.00000	1,500.00
12		MHS ATHLETIC COMPLEX - 201 WLATER STEPHENSON	175.00000	2,100.00
12		LA MILLS ADMINISTRATION	125.00000	1,500.00
12		FSMS, INCLUDING ATHLETIC AREAS BUILDINGS	275.00000	3,300.00
12		WGMS, INCLUDING ATHLETIC AREA BUILDINGS	225.00000	2,700.00
12		JEAN COLEMAN ELEMENTARY	175.00000	2,100.00
12		BAXTER ELEMENTARY	175.00000	2,100.00
12		IRVIN ELEMENTARY	175.00000	2,100.00
12		MILLER ELEMENTARY	175.00000	2,100.00
12		LONGBRANCH ELEMENTARY	175.00000	2,100.00
12		MT. PEAK ELEMENTARY	175.00000	2,100.00
12		VITOVSKY ELEMENTARY	175.00000	2,100.00
12		MCCLATCHEY ELEMENTARY	175.00000	2,100.00
12		RANDALL HILL SUPPORT CENTER	75.00000	900.00
12		AUXILIARY BUILDING	125.00000	1,500.00
12		THE MILE/JENKINS LEARNING ACADEMY	125.00000	1,500.00
12		MAINTENANCE GARAGE - 512 W AVE I	125.00000	1,500.00
12		LEAP/DAEP BUILDING	75.00000	900.00
12		MULTI-PURPOSE STADIUM	275.00000	3,300.00
12		AG SCIENCE FACILITY	175.00000	2,100.00
12		HERITAGE HIGH SCHOOL	375.00000	4,500.00
CONTINUED ON NEXT PAGE			<b>PAGE TOTAL</b>	<b>48,600.00</b>
			<b>TOTAL</b>	<b>56,400.00</b>

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unauthorized purchases made with a Requisition.



REQ DATE

06/14/2023

REQUISITION NUMBER

0000118340

PRINTED 06/15/2023

VENDOR KEY : BLUE LIN000  
SHIP DATE : 06/14/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : ALMARMON000  
ORIGINAL REQ # : 0000118340

VENDOR:  
BLUE LINE PEST POLICE  
7611 DREW LN  
MIDLOTHIAN, TX 76065

SHIP TO:  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

ATTN: MONICA ALMARAZ

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
12		HERITAGE HIGH SCHOOL SHOP	175.00000	2,100.00
12		HHS FIELD HOUSE, INCLUDING SOFBALL AND BASEBALL CONCESSION	125.00000	1,500.00
12		DIETERICH MIDDLE SCHOOL	175.00000	2,100.00
12		ROESLER ATHLETIC COMPLEX	175.00000	2,100.00
		*ALL EXTERIOR SITES IN RFP ARE INCLUDED IN MONTHLY PRICING PER SITE(S)		
		PLEASE RETURN PO		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		199 E 51 6249 07 903 0 99 903	56,400.00	
		CommCode: Pest Control/Pest Mgmt		
			<b>PAGE TOTAL</b>	7,800.00
			<b>TOTAL</b>	56,400.00

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unauthorized purchases made with a Requisition.

REQ DATE

06/14/2023

REQUISITION NUMBER

0000118329

PRINTED 06/15/2023

VENDOR KEY : VISTA TU000  
SHIP DATE : 06/14/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : ALMARMON000  
ORIGINAL REQ # : 0000118329

VENDOR:  
VISTA TURF  
PO BOX 127  
MANSFIELD, TX 76063

SHIP TO:  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

ATTN: MONICA ALMARAZ

Contract Nbr: MISD RFP

Midlothian ISD RFP/CSP/RFQ Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		MISD VISTA TURF PROPOSED MOWING SERVICES FOR THE DISTRICT WEEKLY MOWING WILL TAKE PLACE DURING THE FOLLOWING TIME PERIOD: JULY 3, 2023 THROUGH NOVEMBER 3, 2023		
18		Mows at Jean Coleman Elementary	600.00000	10,800.00
18		Mows at Baxter Elementary	310.00000	5,580.00
18		Mows at J.R. Irvin Elementary	445.00000	8,010.00
18		Mows at La Rue Miller Elementary	520.00000	9,360.00
18		Mows at Walnut Grove Middle School	763.00000	13,734.00
18		Mows at Dieterich Middle School	1195.00000	21,510.00
18		Mows at Midlothian High School	856.00000	15,408.00
18		Mows at Auxiliary Center	180.00000	3,240.00
18		Mows at Randall Hill Support Center	353.00000	6,354.00
18		Mows at AG Science Facility	260.00000	4,680.00
18		Mows at Multi Purpose Stadium	1248.00000	22,464.00
18		Mows at Multi Purpose Stadium Off Site	150.00000	2,700.00
18		Mows at MHS Athletic Complex	225.00000	4,050.00
18		Mows at The Mile/Laura Jenkins Early Learning Academy	190.00000	3,420.00
		PLEASE RETURN PO		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		199 E 51 6249 10 903 0 99 903	131,310.00	
		CommCode: Contracted Services - Maint Related		
			<b>PAGE TOTAL</b>	131,310.00
			<b>TOTAL</b>	131,310.00

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

REQ DATE

06/14/2023

REQUISITION NUMBER

0000118334

PRINTED 06/15/2023

VENDOR KEY : VISTA TU000  
SHIP DATE : 06/14/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : ALMARMON000  
ORIGINAL REQ # : 0000118334

VENDOR:  
VISTA TURF  
PO BOX 127  
MANSFIELD, TX 76063

SHIP TO:  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

ATTN: MONICA ALMARAZ

Contract Nbr: MISD RFP

Midlothian ISD RFP/CSP/RFQ Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		MISD VISTA TURF PROPOSED MOWING SERVICES FOR THE DISTRICT WEEKLY MOWING WILL TAKE PLACE DURING THE FOLLOWING TIME PERIOD: MARCH 4, 2024 THROUGH JUNE 28, 2024		
17		Mows at Jean Coleman	600.00000	10,200.00
17		Mows at Baxter Elementary	310.00000	5,270.00
17		Mows at J.R. Irvin Elementary	445.00000	7,565.00
17		Mows at La Rue Miller Elementary	520.00000	8,840.00
17		Mows at Walnut Grove Middle School	763.00000	12,971.00
17		Mows at Dieterich Middle School	1195.00000	20,315.00
17		Mows at Midlothian High School	856.00000	14,552.00
17		Mows at Auxiliary Center	180.00000	3,060.00
17		Mows at Randall Hill Service Center	353.00000	6,001.00
17		Mows at AG Science Facility	260.00000	4,420.00
17		Mows at Multi Purpose Stadium	1248.00000	21,216.00
17		Mows at Multi Purpose Stadium Off Site	150.00000	2,550.00
17		Mows at MHS Athletic Complex	225.00000	3,825.00
17		Mows at The Mile/Laura Jenkins Early Learning Academy	190.00000	3,230.00
		PLEASE RETURN PO		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		199 E 51 6249 10 903 0 99 903	124,015.00	
		CommCode: Contracted Services - Maint Related		
			<b>PAGE TOTAL</b>	124,015.00
			<b>TOTAL</b>	124,015.00

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

REQ DATE

06/14/2023

REQUISITION NUMBER

0000118320

PRINTED 06/15/2023

VENDOR KEY : BOLDT LA000  
SHIP DATE : 06/14/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : ALMARMON000  
ORIGINAL REQ # : 0000118320

VENDOR:  
BOLDT LAWN CARE  
902 NEW YORK AVE  
MIDLOTHIAN, TX 76065

SHIP TO:  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

PHONE: (469) 337-0355

ATTN: MONICA ALMARAZ

Contract Nbr: MISD RFP

Midlothian ISD RFP/CSP/RFQ Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		MISD 2122-001 EXP 2/28/24 BOLDT LAWN CARE PROPOSED SERVICES FOR THE DISTRICT WEEKLY MOWING WILL TAKE PLACE DURING THE FOLLOWING TIME PERIOD: JULY 3, 2023 THROUGH NOVEMBER 3, 2023		
18		Mows at Longbranch Elementary	355.00000	6,390.00
18		Mows at Mt. Peak Elementary	355.00000	6,390.00
18		Mows at J.A. Vitovsky Elementary	355.00000	6,390.00
18		Mows at McClatchey Elementary	355.00000	6,390.00
18		Mows at Frank Seale Middle School	395.00000	7,110.00
18		Mows at Heritage High School	1470.00000	26,460.00
		PLEASE RETURN PO		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		199 E 51 6249 10 903 0 99 903	59,130.00	
		CommCode: Contracted Services - Maint Related		
			<b>PAGE TOTAL</b>	59,130.00
			<b>TOTAL</b>	59,130.00

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

REQ DATE

06/14/2023

REQUISITION NUMBER

0000118326

PRINTED 06/15/2023

VENDOR KEY : BOLDT LA000  
SHIP DATE : 06/14/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : ALMARMON000  
ORIGINAL REQ # : 0000118326

VENDOR:  
BOLDT LAWN CARE  
902 NEW YORK AVE  
MIDLOTHIAN, TX 76065

SHIP TO:  
RANDALL HILL SUPPORT CENTER  
315 EAST AVENUE E  
MIDLOTHIAN, TX 76065

PHONE: (469) 337-0355

ATTN: MONICA ALMARAZ

Contract Nbr: MISD RFP

Midlothian ISD RFP/CSP/RFQ Contract

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		MISD 2122-001 EXP 2/28/24		
		BOLDT LAWN CARE PROPOSED SERVICES FOR THE DISTRICT		
		WEEKLY MOWING WILL TAKE PLACE DURING THE FOLLOWING TIME		
		PERIOD: MARCH 4, 2024 THROUGH JUNE 28, 2024		
17		Mows at Longbranch Elementary	355.00000	6,035.00
17		Mows at Mt. Peak Elementary	355.00000	6,035.00
17		Mows at J.A. Vitovsky Elementary	355.00000	6,035.00
17		Mows at McClatchey Elementary	355.00000	6,035.00
17		Mows at Frank Seale Middle School	395.00000	6,715.00
17		Mows at Heritage High School	1470.00000	24,990.00
		PLEASE RETURN PO		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		199 E 51 6249 10 903 0 99 903	55,845.00	
		CommCode: Contracted Services - Maint Related		
			<b>PAGE TOTAL</b>	<b>55,845.00</b>
			<b>TOTAL</b>	<b>55,845.00</b>

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

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	2022-23 Optional Flexible School Day Program Program Review and 2023-24 OFSDP Application Approval	
<b>Requires Board Action:</b>	YES	
<b>Agenda Location:</b>	DISCUSSION/ACTION: CURRICULUM AND INSTRUCTION	
<b>Template Attachments:</b>	Yes	<a href="#">Presentation</a>
<b>If yes, then select what applies:</b>	Presentation	<a href="#">OFSDP 23-24 Application</a>
<b>Link to the presentation:</b>	Yes. See link in the box to the right.	<a href="#">OFSDP 23-24 Application Appendix 5</a>
<b>Background Information</b>	<p><b>WHY:</b> The MISD Balanced Scorecard focuses on ensuring that all students have their needs met and are prepared for all options beyond high school. The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the Texas Education Code §29.0822(a).</p> <p><b>WHAT:</b> Specifically, this program will serve LEAP high school students who are identified as "at-risk" of dropping out of school. In addition, the OFSDP will accurately represent attendance accounting for students who are in the LEAP program by tracking the number of minutes of instruction the student receives each day.</p> <p>As part of the application process through TEA, the district must review the progress of students in the 2022-23 OFSDP at a regular board meeting and agree to and approve the proposed application for an OFSDP before applying to operate this program under TEC, 29.0822.</p>	
<b>Strategic Priority: (Primary)</b>	Priority 1: Student Success	
<b>Performance Objective: (Primary)</b>	1.2 All Students Exhibit Yearly Growth in Core Areas	
<b>Strategic Priority: (Secondary - if needed)</b>	N/A	
<b>Performance Objective: (Secondary - if needed)</b>	N/A	
<b>Legal Reference: (1) / (2)</b>	Texas Education Code	

<b>Policy Reference: (1) / (2)</b>	EHBC-SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES	
<b>Fiscal Impact/Budget Function Code:</b>	None	
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	"I move to approve the Optional Flexible School Day Program for the 2023-24 school year."	
<b>Presenter:</b>	Shelle Blaylock	
	District Leadership	

# Texas Education Agency



## APPLICATION

Updated April 2022

### Optional Flexible School Day Program (OFSDP)

2023-2024 School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.



## **Definition of Program Provisions**

### **Eligible Students**

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

### **AND**

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

### **Assessment**

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

### **Participation in University Interscholastic League (UIL)**

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### **Attendance Credit**

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### **Board Approval**

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## **Provisions of Agreement**

### **Article I – Parties to Agreement**

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

Midlothian Independent School District

---

(Legal Name of School District or Open-Enrollment Charter School)

located at

100 Walter Stephenson Road, Midlothian, Texas 76065

---

(Physical Address)

hereinafter referred to as “district.”

### **Article II – Period of Agreement**

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

### **Article III – Purpose of Agreement**

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

### **Article IV – Reporting Requirements**

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

### **Article V – General and Special Provisions to the Agreement**

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- ☒ Appendix One, Assurances
- ☒ Appendix Two, Board Approval
- ☒ Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- ☒ Appendix Four, Contact Sheet
- ☒ Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

## Article VI – Application Process

- For questions or assistance regarding this application, email [opfex@tea.texas.gov](mailto:opfex@tea.texas.gov) or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: [opfex@tea.texas.gov](mailto:opfex@tea.texas.gov).
- Email subject line should indicate: OFSDP Application - District Name, County District Number

## Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name	<u>Dr. Jo Ann Fey</u>	_____
Typed Title	<u>Superintendent</u>	Authorized Signature

## **Appendix One** **Assurances**

**The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.**

**Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
  - the student is attending a campus implementing an approved innovative campus plan; or
  - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
  - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
  - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

**and**

2. there is an agreement in writing to the student’s participation
  - by the student, if the student is over 18 years of age; or
  - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

**AGREED** and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Tami Tobey, Midlothian ISD Board President, 469-856-5000

---

Name, Title, and Telephone Number of School Board President

---

Signature of School Board President

Date

Dr. Jo Ann Fey, Superintendent, 469-856-5000

---

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

---

Signature of Person Authorized to Bind the District or Charter School

Date

## **Appendix Two** **Board Approval**

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: June

Day: 19

Year: 2023

Time: 5:30 PM

Location: LA Mills Administration Building, 100 Walter Stephenson Rd, Midlothian, TX, 76065

**Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.**

Tami Tobey, Midlothian ISD Board President, 469-856-5000

Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
Signature of School Board President

\_\_\_\_\_  
Date

Dr. Jo Ann Fey, Superintendent, 469-856-5000

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

\_\_\_\_\_  
Signature of Person Authorized to Bind the District or Charter School

\_\_\_\_\_  
Date

## **Appendix Three**

### **Attendance and Compliance Procedures of Proposed Program**

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.**

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
  - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
  - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
  - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
  - d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
  - e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
  - f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

**NOTE: absences and days present do not exist in the OFSDP**



8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student's progress.
  - c. Indicate how students will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
  - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

## **Appendix Four** **Contact(s) Sheet**

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit:** Submit no additional pages for Appendix Four. All information requested must be included with this form.

### **District Contact(s) for the Application**

<b>District/Charter School Superintendent:</b>	Dr. Jo Ann Fey
<b>Mailing Address:</b>	100 Walter Stephenson Road
<b>City, State, Zip Code:</b>	Midlothian, Texas, 76065
<b>Telephone Number:</b>	469-856-5000
<b>Email Address:</b>	joann.fey@misd.gs

<b>District PEIMS Coordinator:</b>	Emily Jett
<b>Email Address:</b>	emily.jett@misd.gs

<b>OFSDP Contact Name:</b>	Dr. Shannon Blake
<b>Email Address:</b>	shannon.blake@misd.gs

<b>OFSDP Contact Name:</b>	Shelle Blaylock
<b>Email Address:</b>	shelle.blaylock@misd.gs

***NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.***

## **Appendix Five**

### **Participating Campuses, Student Eligibility, and Period of Agreement**

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit:** Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to [OPFLEX@tea.texas.gov](mailto:OPFLEX@tea.texas.gov):

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

**\*All file names should include the district/charter school’s name**

# Optional Flexible School Day Program (OFSDP) - Appendix 5

070908

MIDLOTHIAN ISD

School Year 2023-2024

Possible errors to consider before submission

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4		<b>Eligibility Designation</b> 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus Dropout Recovery 7 = TEC §29.081(e-2) Online Dropout Recovery								<b>School Year Period of Agreement</b> Reported in TSDS PEIMS Summer Collection 3  Program start date must be 30 days after application submission.  Program end date must not exceed the last day of the regular school calendar.				<b>Summer Period of Agreement</b> Reported in TSDS PEIMS Extended Collection 4  **Credit Recovery - Designation 5  Summer period of agreement should not exceed 30 days or extend past July 31st.			
Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
070908001	MIDLOTHIAN H S	1	2						40	8/15/2023	5/23/2024	MTWTHF	450				
070908003	MIDLOTHIAN HERITAGE H S	1	2						40	8/15/2023	5/23/2024	MTWTHF	450				
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**Midlothian ISD**  
**2023-2024 OFSDP Application - Appendix Three**

**1. Program goals and objectives:**

The goal of the program is to improve graduation rates for students who are in danger of dropping out of school, have dropped out, or are behind in core subject courses.

**2. Proposed schedule:**

Monday 8:30am-12:30pm or 12pm-4pm

Tuesday 8:30am-12:30pm or 12pm-4pm

Wednesday 8:30am-12:30pm or 12pm-4pm

Thursday 8:30am-12:30pm or 12pm-4pm

Friday 8:30am-12:30pm or 12pm-4pm

\*Minimum of 20 hours per week required\*

**3. Staff positions and resource personnel:**

- 2 administrators
- 4 teaching staff
- 1 instructional support paraprofessional
- 1 counselor

All staff will be available to students from 8am to 4pm.

**4. Procedure for identifying students:**

- a. Meet with the student's school counselor to request an application.
- b. The parent (if the student is under 18 yrs. of age) and the student will complete all requested information.
- c. Return form to counselor.
- d. The OFSDP Review Committee will review applications. Students selected for the program will be notified when an opening is available.

**5. Estimated number of OFSDP students served per teacher:**

In the OFSDP, there will be a minimum of one instructor for every 28 students, as required.

**6. Services provided and staffing:**

Staff positions include one coordinator and a certified instructor for each core content area. Each position requires 8 hours a day of contact and resource time for each school day designated by the Midlothian Independent School District calendar. There is one certified staff member in Special Education and one in ESL. All pregnancy-related services are provided through a district representative. All teachers and staff are certified by the State of Texas in the subject area taught and are deemed qualified by the MISD Human Resource Department.

7. **Teacher of Record** - OFSDP teacher of record and daily instructional minutes addressed:

- a. Student attendance and daily minutes are recorded daily by the classroom teacher of record, recorded into an excel spreadsheet and shared with the campus attendance clerk. The campus attendance clerk logs into our student information system using a secure login and password and records attendance dates and total minutes into our student information system on a weekly basis at a minimum. Below is an example of OFSDP attendance data as captured by our student information system, which records user name and time/date stamp of record entry:

STUDENT OFSDP ATTENDANCE						
MM/DD/YYYY		View: Skyward Default (Modified) Filter: Skyward Default Quick Filter				
	Attendance Date	Career and Technical Education Minutes	Tracking Type	Total Minutes for the Day	Full Name	Modified Time
	10/08/2021	0	Start/Stop Times	310	Williams, Paula J, LVN	10/13/2021 3:22:29 PM
	10/13/2021	0	Start/Stop Times	420	Williams, Paula J, LVN	10/14/2021 9:25:45 AM
	10/14/2021	0	Start/Stop Times	447	Williams, Paula J, LVN	10/15/2021 12:17:01 PM
	10/15/2021	0	Start/Stop Times	443	Williams, Paula J, LVN	10/18/2021 12:12:32 PM
	10/18/2021	0	Start/Stop Times	398	Williams, Paula J, LVN	10/19/2021 1:59:49 PM
Total Records						
START/STOP TIMES						
Search Start Time		View: Skyward Default Filter: Skyward Default				
	Start Time	Stop Time	Total Minutes			
	08:15 AM	04:00 PM	465			

- b. Minutes are manually entered into Skyward to certify attendance records and ensure 45-minute minimum requirements are met. If a student is present for less than 45 minutes, minutes will be excluded. Students that do not report will have their minutes entered as 0.
- c. PEIMS is contacted when a student transfers from the traditional program into OFSDP. A general record is created and the student's ADA eligibility is changed to the appropriate program code. CTE vocational funding is turned off at that time. Entry and exit dates for all programs are recorded in Skyward. Minutes are monitored to ensure no student exceeds the 10,800 minutes per single course. Skyward has implemented a capping of equivalent days eligible which prevents students from accruing flexible days in excess of the number of days allowed in the reporting period.
- d. Attendance records will be manually entered into Skyward at the end of every week. A hard copy is kept and filed for records.
- e. Attendance audit reports, as specified by the SAAH 2.3 *Required Documentation*, are run, reviewed and approved by campus administrators at the end of each six-week grading period.
- f. Attendance reports are reviewed and certified by the teacher of record, program coordinator, and PEIMS office at the end of every grading period.

**8. Credit Recovery**

Attendance will be reviewed weekly by the number of minutes the student(s) successfully completed for recovery.

**9. Community Based Dropout Recovery**

N/A

**Midlothian ISD  
BOARDBOOK TEMPLATE**

<b>Board Meeting Date:</b>	June 19, 2023	
<b>Agenda Item:</b>	Approve Interlocal Agreement Technical Assistance Provider for the TEA Strong Foundations Grant Received by Midlothian ISD - Language Arts Framework	
<b>Requires Board Action:</b>	YES	
<b>Agenda Location:</b>	DISCUSSION/ACTION: CURRICULUM AND INSTRUCTION	
<b>Template Attachments:</b>	Yes	
<b>If yes, then select what applies:</b>	Presentation	<a href="#">Presentation</a>
<b>Link to the presentation:</b>	Yes. See link in the box to the right.	<a href="#">Interlocal Agreement</a>
<b>Background Information</b>	<p><b>WHY:</b> Midlothian ISD applied and received a grant opportunity from Texas Education Agency for school year (SY) 2023–2024 which is designed to support school systems in creating and implementing a literacy framework.</p> <p><b>WHAT:</b> The Strong Foundations Grant is a collective learning opportunity grounded in the research of how students learn in literacy and math, as well as in the Texas Essential Knowledge and Skills (TEKS). Strong Foundations Grant Program (Texas Education Code Sec. 29.0881), was established through House Bill 4545, 87th Regular Session, 2021, that offers multiple years of LEA support and is intended to increase literacy achievement in grades Kindergarten- Grade 3.</p> <p>Through this grant, a committee of varied district and campus instructional staff will work with a technical assistance provider to develop a clear, research-based system of values and guidance for literacy instruction, ensure alignment of curriculum and instruction systems, and build the "why" behind instructional changes for all stakeholders for literacy from PreK to English II.</p> <p>Through this grant, training and support are provided by the technical assistance provider to in the form of professional development for curriculum staff, instructional leaders and teachers, Framework development to clearly establish the vision, beliefs and non-negotiables for language arts instruction will be an outcome of the grant that will then guide all instruction in this core area. Following implementation of the framework, Midlothian ISD students are expected to increase academic performance to at or above grade level in math.</p>	



	Our Authorized Provider vendor will be the University of Texas at Austin's Meadow Center for Preventing Educational Risk.	
<b>Strategic Priority:</b> <i>(Primary)</i>	Priority 1: Student Success	
<b>Performance Objective:</b> <i>(Primary)</i>	1.2 All Students Exhibit Yearly Growth in Core Areas	
<b>Strategic Priority:</b> <i>(Secondary - if needed)</i>	Priority 1: Student Success	
<b>Performance Objective:</b> <i>(Secondary - if needed)</i>	1.3 Continuous Improvement of Curriculum, Professional Development, and the Art and Science of Teaching	
<b>Legal Reference: (1) / (2)</b>		
<b>Policy Reference: (1) / (2)</b>		
<b>Fiscal Impact/Budget Function Code:</b>		
<b>Administration Recommendation</b>	Administration recommends the approval of the agenda item as presented.	
<b>Motion:</b>	I move to approve the interlocal agreement between Midlothian ISD and UT Austin as presented.	
<b>Presenter:</b>	Shelle Blaylock	
	District Leadership	Executive Director

## INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **June 1, 2023 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

### CONTRACTING PARTIES:

**Receiving Party:** Midlothian Independent School District (MISD), a State of Texas independent school district.  
Contact: Jo Ann Fey, Ed.D.  
Superintendent  
100 Walter Stephenson Road  
Midlothian, Texas 76065  
(469) 856-5000

**Performing Party:** The University of Texas at Austin ("UT"), an institution of higher education and agency of the State of Texas.  
Contact: Jennifer B. Schnakenberg, Ph.D.  
Chief Operating Officer  
The Meadows Center for Preventing Educational Risk  
1912 Speedway D4900  
College of Education SZB 5.146  
Austin, Texas 78712  
(512) 232-2320

### PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party as the Approved Provider for the Strong Foundations Framework Grant (**Project**). This Contract will increase the efficiency and effectiveness of Contracting Parties.

### STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**services**):

1. Support project management and stakeholder engagement.
2. Ensure the turn-key exemplars fit the local context of the MISD vision.
3. Facilitate a collective learning series on the research of how students learn in reading and language arts, including how the Texas Essential Knowledge and Skills (TEKS) are aligned with this research.
4. Assist MISD in creating, editing, and finalizing framework.
5. Provide MISD with additional approved services to support with implementation of the framework.
6. Develop a case study outlining the MISD process from start to finish, highlighting successes and challenges throughout the process.

(See Appendix A for a scope and sequence of support #1-6.)

- 7. Additional PD days as agreed upon by performing and receiving parties, including October 9.
- 8. Coaching days as agreed upon by performing and receiving parties, including walk-throughs and debriefs, fall and spring.

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in [Section 29.0881](#), *Texas Education Code*, and [Chapter 791](#), *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party’s behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in [Section 29.0881](#), *Texas Education Code*, and [Chapter 791](#), *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party’s behalf is authorized by its governing body to do so.

Basis for Calculating Reimbursable Costs

22-Month Costs	
Services of Personnel ( <i>salaries, wages, fringe benefits, travel &amp; consultant fees</i> ):	\$157,048
Services of Supplies & Material ( <i>supplies, materials, telephone, and duplication</i> ):	\$7,952
Services of equipment ( <i>computer services, equipment usage</i> ):	\$10,000
TOTAL DIRECT COSTS:	\$175,000

TOTAL AMOUNT DUE \$175,000

CONTRACT AMOUNT:

The total amount of this Contract includes the TEA-determined 70% of the overall district award of \$250,000 for the Strong Foundations Literacy Framework support. The total amount of this Contract shall not exceed \$175,000.

PAYMENT:

Performing Party will submit quarterly invoices to the Midlothian Independent School District on the following dates in the first full year of the contract: July 1, 2023; October 1, 2023, January 1, 2024, April 1, 2024.

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

[Section 51.012, Education Code](#), authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party



agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will confirm Performing Party's banking information. Changes to Performing Party's bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.

#### **TERM:**

The term of this Contract begins on the Effective Date and expires on March 31, 2025.

#### **TERMINATION:**

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the sixty-day period.

#### **OTHER PROVISIONS:**

**Access by Individuals with Disabilities.** Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Contract (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Contract and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Contract.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

**Payment of Debt or Delinquency to the State.** Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

**Venue; Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted, and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

**Entire Agreement; Modifications.** This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended, or altered, except by a writing signed by Receiving Party and Performing Party.

**Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

**State Auditor's Office.** Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

**Assignment.** This Contract is not transferable or assignable except upon written approval by Contracting Parties.

**Severability.** If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

**Public Records.** It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code \(Public Information Act\)](#), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.



**Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:**

**RECEIVING PARTY:**  
**Midlothian Independent School District**

**PERFORMING PARTY:**  
**The University of Texas at Austin**

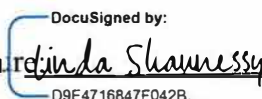
Name: Tami Tobey

Name: Linda Shaunessy

Title: Board President

Title: Business Contracts Administrator

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_  
D9E4716B47F042B...

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

Date: 2023-05-08 | 10:08:35 PDT



**Professional Learning Plan**  
**Collective Learning Series**  
**Reading Language Arts Research-Based Instructional Strategies**

District Name Midlothian ISD					
Date & Time	Session Name	Session Description	Session Objectives	Redelivery Content	Audience
TBD 120 minutes	<i>Introduction &amp; Instructional Framework</i>	<p>Stakeholders will engage in discussions and cooperative practices to identify the needs of their district and campuses (i.e., data review, special populations, norms, and practices) and review current vision for literacy instruction.</p> <p>High-level goals for the Reading Language Arts (RLA) instruction will be discussed.</p> <p>Identification of key stakeholders for the school year will occur.</p> <p>An overview of the research-based instructional strategies (RBIS) and future learning session outline will be provided.</p>	<p>Participants will identify high-level goals for the district's literacy instruction and how those align to their current vision.</p> <p>Participants will understand the research-based practices highlighted in the collective learning series, the Science of Reading, and current brain research.</p> <p>Participants will see the connection between RBIS and STAAR redesign.</p>	<p>"The Opportunity Myth"</p> <p>Instructional Framework Process</p> <p>RBIS at a Glance</p>	<p>Strong Foundations Committee</p> <p>Leadership Team</p>
TBD 21120 minutes	<i>Introduction to Learning Series RBIS 1: Foundational Skills</i>	<p>Participants will review the RBIS and how they are embedded in high-quality instructional materials (HQIM).</p>	<p>Participants will understand the research-based practices highlighted in the collective learning series with a deeper dive into RBIS 1.</p>	<p>RBIS 1: Foundational Skills</p>	<p>Strong Foundations Committee</p> <p>Leadership Team</p>



		<p>Participants will engage with <i>RBIS 1: Foundational Skills</i> including the research literature, impact on student learning, and review of HQIM.</p> <p>Participants will reflect on current practices and instructional materials alongside identified goals for alignment.</p>	<p>Participants will examine why foundational skills instruction should be systematic, explicit, and provide practice both in and out of context.</p> <p>Participants will build a vision of strong foundational skills instruction while reviewing a lesson from HQIM.</p> <p>Participants will synthesize learning and key understandings with vision statement, beliefs, and action steps.</p>		
<p>TBD</p> <p>120 minutes</p> <p>212</p>	<p><i>Introduction to Learning Series RBIS 2: Text Complexity</i></p>	<p>Participants will engage with <i>RBIS 2: Text Complexity</i> including the research literature, impact on student learning, and review of HQIM.</p> <p>Participants will reflect on current practices and instructional materials regarding text complexity.</p> <p>Participants will review HQIM for text complexity.</p>	<p>Participants will identify complex texts and their role in student learning.</p> <p>Participants will develop understanding of current practices regarding text complexity.</p> <p>Participants will identify additional areas to adjust the use of text complexity.</p> <p>Participants will understand how text complexity aligns to STAAR redesign and impacts College and Career pathways.</p> <p>Participants will synthesize learning and key</p>	<p>RBIS 2: Text Complexity</p>	<p>Strong Foundations Committee</p> <p>Leadership Team</p>





			understandings with vision statement, beliefs, and action steps.		
TBD 120 minutes	<i>Introduction to Learning Series RBIS 3: Knowledge Coherence</i>	<p>Participants will engage with <i>RBIS 3: Knowledge Coherence</i> including the research literature, impact on student learning, and review of HQIM.</p> <p>Participants will review on current practices and instructional materials regarding knowledge coherence.</p> <p>Participants will review HQIM for knowledge coherence.</p>	<p>Participants will describe and understand how knowledge coherence impacts student learning.</p> <p>Participants will develop understanding of current practices with knowledge coherence.</p> <p>Participants will identify additional areas in which they could increase or adjust use of knowledge coherence.</p> <p>Participants will understand the impact of aligned curricular materials in building knowledge coherence.</p> <p>Participants will understand how knowledge coherence aligns to STAAR redesign.</p> <p>Participants will synthesize learning and key understandings with vision statement, beliefs, and action steps.</p>	RBIS 3: Knowledge Coherence	<p>Strong Foundations Committee</p> <p>Leadership Team</p>
TBD 213 120 minutes	<i>Introduction to Learning Series RBIS 4: Text-based</i>	Participants will engage with <i>RBIS 4: Text-based Responses</i> including the research literature, impact on	Participants will describe and understand how text-based responses impact student learning.	RBIS 4: Text-based Responses	Strong Foundations Committee



	<p><i>Responses &amp; Putting it All Together</i></p>	<p>student learning, and review of HQIM.</p> <p>Participants will reflect on current practices and instructional materials regarding text-based responses.</p> <p>Participants will review HQIM for text-based responses.</p> <p>Participants will review district goals, literacy framework, and identify next steps.</p>	<p>Participants will develop understanding of current practices with text-based responses.</p> <p>Participants will identify additional areas in which they could increase or adjust text-based responses.</p> <p>Participants will understand how text-based responses align to STAAR redesign.</p> <p>Participants will synthesize learning and key understandings with vision statement, beliefs, and action steps.</p> <p>Participants will identify strengths and gaps in instructional practices across all RBIS and determine next steps in developing an instructional framework.</p>	<p>Instructional Framework Case Study</p>	<p>Leadership Team</p>
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<b>REQ DATE</b>
<b>05/26/2023</b>

<b>REQUISITION NUMBER</b>
<b>0000117808</b>

PRINTED 06/01/2023

VENDOR KEY : REGION X007  
SHIP DATE : 05/22/2023  
FISCAL YEAR : 2022-2023  
ENTERED BY : HARDEVAN000  
ORIGINAL REQ # : 0000117808

**VENDOR:**  
REGION X - BUSINESS SERVICES  
400 E SPRING VALLEY RD  
RICHARDSON, TX 75081

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

PHONE: (972) 348-1120

ATTN: VANESSA HARDEGREE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		MISD Region 10 Business Services: Orientation & Mobility (O/M) for our Visually Impaired Students for the month of May 2023. *****OPEN PO***** ***PLEASE RETURN PO TO V.HARDEGREE***  ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER ACCOUNT AMOUNT 385 E 11 6239 00 849 0 23 000 2,229.00	2229.00000	2,229.00
			<b>PAGE TOTAL</b>	2,229.00
			<b>TOTAL</b>	2,229.00

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

# Strong Foundations Grant Literacy Framework Development

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June 19, 2023

# TEA - Strong Foundation Grant

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Purpose of grant:

- provides foundational planning supports aligned to research and the TEKS to help districts build the “why” behind instructional changes for all stakeholders



In  
Statute

TEC Sec. 29.0881. (a) The commissioner shall establish and administer a strong foundations grant program for campuses or a program at a campus serving students enrolled in prekindergarten through grade five to implement a rigorous school approach that combines high-quality instruction, materials, and support structures.



# Grant includes:

- The components must include:
  - use of high-quality instructional materials, curricula, and curricular tools;
  - use of aligned diagnostic and formative assessments;
  - aligned professional supports;
  - practices designed to ensure high-quality supports for students with disabilities;
  - evidence-based practices to increase and maintain parental engagement; and
  - measurement of fidelity of implementation of the program.
- **Midlothian ISD was awarded \$250,000 for developing a math framework.**
  - 70% of funds must be used for an Authorized Provider, choosing from one that has been vetted by TEA purposefully for this grant work
  - 30% of funds may be used for substitutes, extra duty pay, supplies, materials, travel, etc.





# Strong Foundations Math/Literacy Framework Grant supports LEAs to increase alignment in curriculum and instruction

Districts use their  
**Literacy and Math  
Framework to...**

...draw stronger connections to new changes in **STAAR Redesign**

...enhance **professional development and coaching** supports

...evaluate alignment of curriculum and **instructional materials**

# Authorized Provider

**MISD selected The University of Texas at Austin Meadows Center for Preventing Educational Risk (MCPER) for our authorized service provider.**

- District partnered with for Reading Academy with 100% of participant completion
- District partnered with for additional instructional walkthroughs of participants that completed the Reading Academy for implementation feedback and trend analysis
- District partnered with for Strong Foundation Grant for Math Framework
- The Meadows Center for Preventing Educational Risk (MCPER) is dedicated to generating, disseminating, and supporting the implementation of empirically validated, evidence-based practices to significantly affect student outcomes and support educators, researchers, policymakers, families, and other stakeholders who strive to improve academic, behavioral, and social outcomes for all learners.





# Next Step:

**At this time, MISD is requesting a motion to approve the agreement as presented.**

