

AGENDA

REGULAR MEETING OF THE BOARD OF EDUCATION FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

MONDAY, JULY 28, 2025 – 6:00 PM
BOARD ROOM – 101 W DIVISION – FORT STOCKTON, TEXAS

The Board may deliberate or act on any of the subjects listed on the following agenda. The President may change the order of items listed for the convenience of the Board. The Board may enter into a closed meeting to seek the advice and counsel of its attorney at any time during the meeting under the authority of Texas Government Code Chapter 551.071 regarding any item listed on the agenda of this meeting or in order for the attorney to provide legal assistance or advice to the Board.

1. CALL TO ORDER

- A. Establishment of Quorum Flo Garcia, President
- B. Roll Call Ursula Sanchez, Secretary
- C. This meeting has been duly called and notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.
- D. Pledges of Allegiance Anastacio Dominguez, Vice-President
- E. Invocation Dr. Gabriel Zamora, Superintendent

2. STAFF REPORTS

- A. Principals
- B. Superintendent (Order of the Panther)
- C. Cabinet Members

3. OPEN FORUM AND PUBLIC COMMENTS

4. CONSENT AGENDA

The Board has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one vote per category. Items may be withdrawn for individual consideration. The remaining items will be adopted by one vote per category. Items withdrawn for separate discussion will be acted upon individually.

- A. Minutes–Approval of minutes of Regular/Special Board Meeting(s) of June 30, and July 7, 2025.
- B. June Check Register
- C. Budget Amendment
- D. Code of Conduct
- E. TASB Local Policy Update 125

5. DISCUSSION AND INFORMATION

- A. Henthorn Update
- B. BTC Update
- C. PSI Update
- D. Centrix Update
- E. Student & Employee Handbooks

6. ACTION ITEMS

The Board may elect to Consider, Discuss, Table, Approve and/or Take Action on any of the items under this section.

- A. Budget Amendment
- B. 2025-2026 Code of Conduct
- C. TASB Policy Manual Update 125 (2nd Reading)
- D. T-TESS & TIA Appraisers for 2025-2026
- E. Gifted and Talented Program 2025-2026
- F. 2025-2026 Midland College Memorandum of Understanding
- G. Verkada Camera Quote for New Facilities
- H. High School Local Credit EOC Classes
- I. Engagement Letter with Live Oak for the 2025 Defeasance of Bond Debt
- J. Discuss and take action on an order authorizing the issuance of “Unlimited Tax School Building Bonds, Series 2025”, levying a continuing direct annual Ad Valorem tax for the payment of the Bonds; Prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval of all documents and procedures required in relation thereto; and providing an effective date

7. CLOSED SESSION

In accordance with the Texas Open Meetings Act (Subchapters D and E of Chapter 551 of the Texas Government Code), the board will now enter into a closed meeting to deliberate subjects listed on this agenda authorized by Subchapter D. Any final action, decision, or vote on a subject deliberated in the closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act.

- A. Discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee
- B. Consultation with attorney (551.071)

8. OPEN SESSION – Reconvene to take any necessary action as a result of Closed Session

9. PERSONNEL ACTIVITY

- A. Employments, resignations, retirements, transfers, terminations

10. FUTURE MEETINGS – Discuss Possible Agenda Items and set Regular and/or Special Boards Meetings

11. NEWS MEDIA – Clarification of Agenda Items for News Media

12. ADJOURNMENT



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: Budget Amendment	Meeting Date: July 28, 2025
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- Action
- Information
- Discussion

The Following budget amendment requires board approval.

This budget amendment reflects the additional \$.03 Debt Service Tax collections,
Allowing the district to defease more debt.

Fiscal Implications: **\$2,638,100**

Recommendation:

I recommend approving the Budget Amendment as presented.

Suggested Motion:

I move to approve the Budget Amendment as presented.

Fort Stockton ISD
 General Fund
 Budget Amendment
 2024-2025

Date: June 28, 2025

Account number	Debit	Credit	Description
599-00-3480	\$ 893,000		Fund Balance
599-00-5711	\$ 1,090,000		Tax Collections
599-00-5712	\$ 106,000		Delquent taxes
599-00-5719	\$ 77,000		Penalty & Interest
599-00-5742	\$ 200,000		Interest
599-00-5829	\$ 272,100		TEA Payment
199-71-6511-DF-999-599		\$ 2,557,100	Bond Principal
199-71-6521-DF-999-599		\$ 81,000	Bond Interest
	\$ 2,638,100	\$ 2,638,100	

Budgeting additional revenues to defease additional debt.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: 2025-2026 Code of Conduct	Meeting Date: July 28, 2025
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- Action
- Information
- Discussion

Background:

The 2025-2026 Code of Conduct has been updated to reflect changes in laws and policies. The Code of Conduct was sent to Trustees for their review in advance of the meeting.

Fical Implications:

N/A

Recommendation:

I recommend approving 2025-2026 Code of Conduct

Suggested Motion:

I move to approve the 2025-2026 Code of Conduct as Presented



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

TASB Local Policy Update 125 (2nd Reading)

Meeting Date:

June 28, 2025

- Action
- Information
- Discussion

Background:

Recommended TASB updates to policies. 2nd reading of updates proposed by TASB attorneys to remain in compliance

The following link may be used to view video on Update 125 changes:

<https://player.vimeo.com/video/1083689660>

Fiscal Implications:

N/A

Recommendation:

Approve Update

Suggested Motion:

I move to approve TASB Local Policy Update 125 as presented.

Explanatory Notes

TASB Localized Policy Manual Update 125

Fort Stockton ISD

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Revisions to 19 Administrative Code 97.1003(f)(3), effective February 10, 2025, prompted edits at Local Accountability Plan — Submission and Audit Standards.

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

A citation to the Administrative Code has been adjusted at the end of the policy.

B(LEGAL) LOCAL GOVERNANCE

The Section B Table of Contents has been updated to reflect revised names for policies BDB, Board Committees, and BDF, Advisory Committees.

BBD(LEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

19 Administrative Code 61.1051 was repealed on December 6, 2024, but 19 Administrative Code 61.1(b)(7), which references the repealed rule, was not amended. The requirements in the repealed provision were moved to 19 Administrative Code 103.1401. A Note has been added at Identifying and Reporting Abuse to clarify the location of the requirements.

BDAA(LOCAL) OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are recommended to this local policy on board officer duties and requirements. At Board Officers, the sentence indicating that the board may assign a district employee to provide clerical assistance is recommended for deletion since the superintendent, rather than the board, manages staff assignments, including providing support to the board. Under Terms and Duties — Vice President, the revised language clarifies that when the vice president automatically becomes president due to a vacancy, they then serve as president until the board reorganizes.

BDB(LEGAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

To coordinate with the recommended changes to the local policy at this code, the subtopic has been changed from Internal Committees to Board Committees.

BDB(LOCAL) BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES

This policy has been revised in coordination with BDF(LOCAL) to clarify the difference between board committees and advisory committees. Accordingly, the subtopic of this code has been changed from Internal Committees to Board Committees, and new provisions are recommended to establish how board committees are formed and outline their purpose. Text addressing Dissolution of board committees is also recommended for inclusion. The language previously at Special Committees has been moved to BDF(LOCAL).

BDF(LEGAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

To coordinate with the recommended changes to the local policy at this code, the subtopic has been changed from Citizen Advisory Committees to Advisory Committees.

BDF(LOCAL) BOARD INTERNAL ORGANIZATION: ADVISORY COMMITTEES

This new local policy is recommended for inclusion to coordinate with the changes at BDB. The subtopic of this code has been changed from Citizen Advisory Committees to Advisory Committees. Language has been moved here from BDB(LOCAL) and updated to clarify how advisory committees are formed and the

Explanatory Notes

TASB Localized Policy Manual Update 125

Fort Stockton ISD

parameters of their responsibilities. A section on Dissolution of the committees is also recommended for inclusion.

BJB(LLEGAL) SUPERINTENDENT: RECRUITMENT AND APPOINTMENT

New rules at 19 Administrative Code 103.1213 regarding the Sentinel system were adopted on December 13, 2024, and a new section on required reporting in that system after a superintendent change has been added to this legal framework.

CBA(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

Revisions reflect amendments at 19 Administrative Code 61.1034, effective April 13, 2025, to clarify the criteria a district must meet to be eligible for the New Instructional Facility Allotment (NIFA). Additional information about NIFA has also been included to outline eligibility provisions and the application process. NIFA was created in 1999 for districts to provide for operational expenses associated with the opening of a new instructional facility and is available to all public school districts that meet the requirements of the statute and rule.

CKA(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SAFETY AND SECURITY AUDITS AND MONITORING

New rules at 19 Administrative Code 103.1213, effective December 15, 2024, relating to the Sentinel system prompted revisions to this legal framework on safety and security audits and monitoring. A section on Reporting Through Sentinel has been added, and additional changes reflecting new reporting requirements for vulnerability assessments and intruder detection audits have been made.

CKC(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

The new rules regarding the Sentinel system necessitated additional language regarding the Texas School Safety Center's uploading of multihazard emergency operation plans to that system. The new rules became effective December 15, 2024, and are found at 19 Administrative Code 103.1213.

CLA(LLEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

New requirements have been added at Human Trafficking Warning Signs to reflect a new rule adopted at 19 Administrative Code 103.1403, effective December 11, 2024.

CMD(LLEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Changes at 19 Administrative Code 67.1315, effective December 15, 2024, prompted revisions relating to the requirement for districts to adopt an open education resource instructional materials plan unless otherwise exempt.

CNB(LLEGAL) TRANSPORTATION MANAGEMENT: DISTRICT VEHICLES

A cross-reference to CNC has been added at School Bus Advertising for clarity regarding reporting requirements for crashes involving buses with advertising.

CNC(LLEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

At Annual Report to TEA, revisions to this legal framework were required after 19 Administrative Code 61.1028 was repealed and provisions moved to the new 19 Administrative Code 103.1231, effective March 10, 2025. Other revisions have been made for clarity.

Explanatory Notes

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DEAB(LLEGAL) COMPENSATION PLAN: WAGE AND HOUR LAWS

At Exempt Employees — Academic Administrators, the salary/fee rate has been removed and replaced with a reference to the established weekly threshold to prevent the need for continuous updating as the Fair Labor Standards Act rules are amended over time.

DMA(LLEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

A citation change at Child Abuse, Trafficking, and Maltreatment reflects provisions from the Administrative Code that were repealed on December 11, 2024, and moved to 19 Administrative Code 103.1401. At Mental Health, provisions have been added to reflect the adoption of 19 Administrative Code 153.1015, effective December 2, 2024.

EHBAA(LLEGAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

At Evaluation for Change in Eligibility, provisions have been removed to reflect amendments to 19 Administrative Code 89.1070, adopted November 1, 2024. A cross-reference to EIF has been added for clarity.

EHBAD(LLEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Provisions at Graduation have been revised to reflect amendments to 19 Administrative Code 89.1070, adopted November 1, 2024.

EHBAF(LLEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

19 Administrative Code 61.1051 was repealed on December 6, 2024, but 19 Administrative Code 103.1301, which references the repealed rule, was not amended. The requirements in the repealed provision were moved to 19 Administrative Code 103.1401. A Note has been added at Confidentiality — Duty to Report to clarify the location of the requirements.

EHBE(LLEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

Extensive revisions throughout this legal framework reflect amendments to numerous Administrative Code rules, effective February 7, 2025, relating to bilingual and ESL programs.

EHDE(LLEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING

Changes throughout this legal framework reflect amendments to the Administrative Code adopted on February 14, 2025.

EI(LOCAL) ACADEMIC ACHIEVEMENT

At Partial Credit, recommended revisions replace the phrase "combined grade for" with "average of" to more accurately reflect the determination of awarding credit when a student earns a passing grade in only half of a course.

EIF(LLEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Revisions to this legal framework are a result of amendments to 19 Administrative Code 89.1070, adopted November 1, 2024.

FDA(LLEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

A paragraph has been added at Discipline and Threat Assessment Records as a result of the new Sentinel rules found at 19 Administrative Code 103.1213, effective December 15, 2024.

Explanatory Notes

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FDE(LOCAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

At Safe Schools Data, "bullying" is recommended for inclusion as an offense for which the district must collect and maintain data. The revision aligns with the Unsafe School Choice Option Guidance Handbook.

FEC(LOCAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Revisions throughout this policy are recommended for clarity.

The information in the first sentence of the policy has been incorporated at Absences Considered for improved readability. Rather than directing the board to establish attendance committees, the policy now authorizes the establishment of those committees by the administration. At Methods for Regaining Credit or Awarding a Final Grade, specifics regarding petitions for credit are recommended for deletion in favor of a reference to administrative regulations.

Revisions at Imposing Conditions for Awarding Credit or a Final Grade are recommended to clarify requirements regarding "seat time." For more information, see the TASB.org article [TEKS Mastery, Not Seat Time, Required for Attendance for Credit](#).

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Extensive changes throughout this legal framework have been made for clarity and to reflect new Department of State Health Services rules on Maintenance and Administration of Medication for Respiratory Distress.

FFAC(LOCAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

The revisions to the legal framework at this code reflect the new Department of State Health Services rules on unassigned medication for respiratory distress. If your district currently maintains medication that can be used when a person is experiencing respiratory distress, please contact your policy consultant for appropriate text to include in your local policy.

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

A section on Use of Sentinel Assessment Instrument, Manual, and Field Guide has been added to reflect the new Sentinel rules found at 19 Administrative Code 103.1213, effective December 15, 2024.

FOC(LEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

Revisions to this legal framework at Determination of Violent Conduct reflect new language at 19 Administrative Code 103.1205, effective October 29, 2024.

FOF(LEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

A new section on Peace Officer or Security Personnel Use of Restraint or Taser has been added to reflect new language at 19 Administrative Code 89.1053, effective October 7, 2024.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: T-TESS & TIA Appraisers for 2025-2026 School Year	Meeting Date: July 28, 2025
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- Action
- Information
- Discussion

Background:

Teacher and Teacher Incentive Allotment Appraisers for new school year. Please refer to the following page for a list of appraisers and calendar.

Fiscal Implications:

N/A

Recommendation:

Approve Appraisers.

Suggested Motion:

I move to approve T-TESS & TIA Appraisers for 2025-2026 School Year as presented



T-TESS & TIA Appraisers* for 2025-2026 School Year

Assistant Superintendents

Roy Alvarado
Gil-Rey Madrid

Amanda Urias

Campus Administrators

Sylvia Bernal

Timothy Carter

Julian Castillo

Stacy Jones

Gabe Espino

Roxana Espino

Rebekah Huffman

Candy Dominguez

Shannon O'Tierney

Karina Pacheco

Crystal Payne

Sammy Soliz

Omar Sanchez

Tatiana Vidal

* Each of the individuals above must meet the T-TESS training requirements under both Board policy and the district's Teacher Incentive Allotment (TIA) application. Note: In addition to other training requirements, campus and district-level appraisers in TIA districts must complete T-TESS training each year for the first three years since the district is a TIA district.



T-TESS Appraisal Calendar 2025-2026

By September 2, 2025	Teacher Orientation of Texas Teacher Evaluation and Support System (T-TESS). This will be held no later than the first three weeks of school and at least two weeks before the first observation.
By October 13, 2025	Goal-Setting and Professional Development (GSPD). Plans must be submitted to the appraiser within six weeks of the completion date of the orientation. A GSPD conference is required for a teacher in the first year of appraisal under T-TESS and teachers new to the district
April 1 - April 30, 2026	End-of-Year Conference Window Note: "A written summative annual appraisal report to be provided to the teacher within 10 working days of the conclusion of the end-of-year conference." §150.1003. (8)
May 18, 2026	The appraisal period ends on the last date of the employee's contract, i.e., this date or later for those with more than 187 days.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: Gifted and Talented Plan 2025-2026	Meeting Date: July 28, 2025
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- Action
- Information
- Discussion

Background:

The Fort Stockton Gifted & Talented Student Program aims to encourage curious exploration and independent study, helping students develop new ideas and creative solutions to complex problems. The program also focuses on fostering students' ability to create impressive projects while promoting self-awareness and understanding of their place in the world.

Fiscal Implications:

N/A

Recommendation:

I recommend approving the 2025-2026 Gifted and Talented Plan.

Suggested Motion:

I move to approve the 2025-2026 Gifted and Talented Plan.

FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

GIFTED AND TALENTED LONG RANGE

PLAN 2025-2026



REVISED BY:

FORT STOCKTON ISD GIFTED AND TALENTED
COMMITTEE

February 12, 2025

Approved by the FSISD School Board of Education – July 28, 2025

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CERTIFICATION PAGE

To Whom It May Concern:

A long-range plan for the education of the Gifted and Talented was approved by the Fort Stockton Independent School District Board of Trustees on July 28, 2025.

The documentation is found in the Fort Stockton ISD official Board Minutes.

Superintendent

Date

DEMOGRAPHIC OVERVIEW

The Fort Stockton Independent School district is a 3,028 square mile area containing 6 school campuses attended by 2,151 students in Pre-K through grade 12.

These campuses are divided into three elementary campuses: Apache (Pre-K – Grade 1); Alamo (Grade 2-3); Intermediate (Grades 4-5); one Middle School (Grades 6-8), one High School (Grades 9-12) and Butz Preparatory Campus (3-12).

The ethnic distribution of Fort Stockton ISD is: African American 0.0%; Hispanic 88%; White 10%; American Indian 0.0%; Asian 0.01%; Two or More Races 1% (2023-24 District snapshot counts SAT2400).

POSITION STATEMENT

The Fort Stockton Independent School District is committed to providing educational experiences beyond the general curriculum to meet the special needs of gifted learners. The FSISD recognizes there are students whose intellectual abilities are not sufficiently challenged in the general curriculum. Through an appropriately differentiated curriculum, students can discover their potential.

The differentiated curriculum will provide for individual differences, helping to challenge and stimulate the gifted learner. The curriculum will provide opportunities for the gifted learner to achieve his/her potential and make a lasting contribution to society.

The Fort Stockton ISD is committed to providing a program for gifted and talented students to develop their potential and to increase contributions they may make to the community, state, and nation.

NEEDS ASSESSMENT STATEMENT

The law mandates that each Texas school district must identify gifted/talented students and provide programs for them in Grades K – 12. However, the need for gifted/talented education is more than just a response to legislation; it is a response to the needs of individual students with special needs.

Instructional programs are usually designed to accommodate the needs of students who do not deviate from the norms. Textbooks, state and local curricula, and teacher training programs focus on that 90-95% of the student population known as the “average student”. This is not to say that districts and state programs have not addressed the needs of certain special populations ordinarily excluded from the norm. Such special populations as bilingual students and handicapped students have been defined, identified, and served.

Accommodating and developing the special talents and abilities of gifted students is as critical as meeting the needs of other special populations. Gifted students who are above average in intelligence and ability also require special provisions if the school program is to contribute to the achievement of their potential.

While gifted students may have high IQ scores, they have other needs that must be addressed in order to help them make productive use of their abilities. The greatest musicians, artists, scientists, and athletes have all had the need for teachers to help them achieve their potential. Many gifted learners become minimally productive because they do not have access to programs and services to help them develop their abilities. (Paul Slocumb)

STATE GOAL FOR SERVICES FOR GIFTED STUDENTS

Students who participate in services designated for gifted/talented students will demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience, or environment. High school graduates who have participated in services for gifted students will have produced products and performances of professional quality as part of their program services.

FORT STOCKTON GIFTED & TALENTED STUDENT PROGRAM GOALS

The gifted students will effectively investigate teacher identified as well as self-selected broad-based themes/issues/concepts. This will be achieved through in-depth interdisciplinary units and independent study topics.

Students will demonstrate the ability to support and formulate new generalizations using more complex and/or abstract information.

Students will develop and apply logical, creative, and productive thinking and research skills to generate alternative solutions to complex problems and issues.

Students will produce a variety of high-quality products and/or performances through skills and information gained from in-depth study.

Students will gain an understanding of themselves and their relationships to other persons, societal institutions, cultures, and nature.

STATE DEFINITION OF GIFTED AND TALENTED

As used in this subchapter, "gifted and talented student" means a child or youth who performs at or shows the potential for performing at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who: 1) exhibits high performance capability in an intellectual, creative, or artistic area; 2) possesses an unusual capacity for leadership; or 3) excels in a specific academic field.

TEC 29.121 (Subchapter D)

FORT STOCKTON ISD DEFINITION OF GIFTED AND TALENTED

The Fort Stockton ISD defines gifted and talented learners as those students who excel or have the potential to excel in an intellectual, creative, and/or specific academic field.

INTELLECTUAL

Definition: Possessing superior intelligence potential or has demonstrated accomplishment in several fields of study; ability to perform complex mental tasks

SPECIFIC ACADEMIC FIELDS

Definition: Possessing superior ability or potential in a specific course or study such as science, mathematics, language arts, or social studies

CREATIVE

Definition: Possessing outstanding imagination, thinking ability, innovative or creative reasoning ability, ability in problem solving, and/or high attainment in original or creative thinking

PROGRAM EVALUATION

On an annual basis, Fort Stockton ISD will evaluate effectiveness of program design and student performance. The results will be used to improve the Gifted and Talented Program and will be reflected in the District Improvement and Campus Improvement Plans.

Evaluation procedures are comprehensive and ongoing to measure the effectiveness of the Gifted and Talented Program. The data is used to modify and update district and campus improvement plans and program procedures. Program evaluation results and annual reviews of research in the field of gifted and talented education will be the basis for program improvement as reflected in the district and campus improvement plans.

The Gifted and Talented students' performance is assessed during designated timelines to determine that program services are sufficiently challenging and appropriately meet each student's potential. The students' performances will be evaluated on a continuum of learning experiences that leads to the development of advanced level products and performances.

DISTRICT PROCEDURES FOR STUDENT REFERRAL

Campuses offer an awareness session prior to the referral period for families to receive an overview of the Gifted and Talented referral and identification process as well as program services for Gifted and Talented students.

A student may be referred for the Gifted and Talented Program in Fort Stockton ISD by a:

- Parent
- Teacher, counselor, or administrator
- Community member
- Student him/herself
- Student peer

Referral procedures and forms for assessment of Gifted and Talented students are communicated to families in the language and form that families understand or an interpreter/translator is provided.

Once a student is officially referred for the Gifted and Talented program, the Fort Stockton ISD Gifted and Talented program Parental Permission for Special Assessment Form must be completed by the parent/guardian and returned to the campus counselor/designee.

The referral process for services provided as part of the Gifted and Talented Program follows the district timeline on page 30.

Grades K-2 will have one referral window per school year and may not be referred after March 1st. Grades 3-12 will have one referral window per school year and may not be referred after November 1st.

Grade K-2 students will follow the referral process on page 30. Grade 3 students will be screened with the NNAT assessment as the referral. Students in grades 4-12 will be referred based on a Masters score on the prior year's STAAR scores.

DISTRICT PROCEDURES FOR STUDENT ASSESSMENT

Instruments and procedures used to assess students for program services measure diverse abilities and intelligences. Students are given opportunities to demonstrate their talents and strengths.

Kindergarten through Grade 2 students will be given an array of learning experiences in the four core areas (Math, Science, ELAR, and Social Studies) to be used in the identification process. For referral purposes, performance or work samples will be collected by the end of November using designated grade specific activities and anecdotal information. Performance or work samples will be stored in a Student G/T folder for use by the Gifted & Talented Committee.

Grade 3 students will be screened using the NNAT3 test between October 15 and December 5. Grades 4-12 students achieving at the Masters level on one or more of the prior year's State Assessment of Academic Readiness Skills (STAAR) will be assessed with the NNAT3 by December 5 of the fall semester, upon parent approval. Students performing at the designated level will proceed forward in the identification process.

Referred students, with parental approval, will be assessed using a variety of instruments that measure diverse abilities and intelligences.

Students will be identified in the area of General Intellectual Ability and offered services that emphasize content in all four core areas. All newly identified K-1 students will be served by March 1 of the year in which they are identified. Students identified in the first semester/term will be served by the first day of the second semester/term.

Students will be allowed to retest provided the testing instrument(s) used is/are at a different level than the initial/previous assessment. If the initial assessment was at a Grade K- 3 level, students may be retested in Grades 4-8 using a different level of NNAT and SAGES-2 assessment(s).

Beginning in Grade 6, students will be served in specific content areas (Math, Science, ELAR, and Social Studies) based on:

- Content specific data
- Teacher recommendation
- Individual counseling with students, as requested and/or needed

Board policies on student assessment will be reviewed at least once every year and modified as needed.

DISTRICT PROCEDURES FOR IDENTIFICATION AND PLACEMENT

The Fort Stockton ISD Gifted and Talented Identification/Placement Committee will consist of at least three of the following:

- G/T Coordinators
- G/T Teachers
- Counselors (the campus counselor for referred students **will** be present)
- Campus principal(s)

Each Committee member will have the basic 30 hours of Gifted and Talented training and the 6 hour annual update required by 5.1 and 5.6 of the Texas State Plan.

The FSISD Gifted and Talented Program Profile will be completed by the campus counselor or designated person on each referred student, after parental permission for assessment has been obtained.

The Gifted and Talented Identification/Placement Committee will review the collected and recorded data on the Gifted and Talented Program Profile. On the basis of that information, the Committee will then determine appropriate educational placement for each student.

Families/guardians and staff are informed of student placement and provided opportunities to schedule conferences to discuss assessment data.

CONTINUANCE IN GIFTED AND TALENTED PROGRAM

Program teachers will monitor the performance of students enrolled in the Gifted and Talented Program. Students performing at acceptable levels will continue in the program.

STUDENTS NEW TO DISTRICT AND IDENTIFIED AS GIFTED AND TALENTED FROM PREVIOUS SCHOOL

Students who have documentation of being identified and placed in a Gifted and Talented Program in another school district qualify for entrance into the Fort Stockton ISD's Gifted and Talented Program. The incoming student and his/her parents will receive an explanation of Fort Stockton ISD's criteria for participation in the program.

If parents feel their child will be successful in making the transition into the District's Gifted and Talented Program, the student will participate in the program on a probationary status for six weeks. If a student has difficulty within this six-week period, the teacher, parents, and counselor/designee will hold a conference to discuss the student's progress and appropriate educational placement.

If no transitional problems occur within this six-week period, the student shall be designated as a gifted student in the Fort Stockton ISD.

STUDENTS NEW TO DISTRICT AND NOT IDENTIFIED AS GIFTED AND TALENTED FROM PREVIOUS SCHOOL

Students new to the Fort Stockton ISD may be referred for the Gifted and Talented Program after being in the regular program for at least four weeks. After four weeks, the student may be referred for the program by his/her classroom teacher, a parent, self, or other school personnel based on the FSISD timeline.

Once referred, the transferring student will be assessed and placed according to the Fort Stockton ISD's Gifted and Talented guidelines.

DISTRICT PROCEDURES FOR EXITING OR FURLOUGHING

Students may be exited or furloughed from program services by:

- Teacher recommendations based on observations of student performances and products
- Counselor/designee recommendations based on interviews with the student
- Parental request that his/her child be withdrawn or furloughed from the program

At any time that a parent, teacher, gifted coordinator, campus counselor, or principal believes that a gifted student is not profiting fully from his/her qualitatively differentiated educational program, a meeting for the purpose of reviewing the student's placement may be called before the student exits or is furloughed from the program. This meeting to discuss the student's overall performance involves the parent, teacher(s), counselor/designee, and principal.

At this time, it would be appropriate to ask:

- Is the program appropriate?
- What is the student's response to the program?
- If the student is not responding to the program, why?

If extenuating circumstances such as scheduling, health needs, and/or personal needs occur, the Gifted and Talented identification and Placement Committee may consider the furlough procedure.

The furloughed student will be invited back into the program the spring of the furlough school year or the following semester/term. If the student chooses not to re-enter at that time, he/she will be officially exited from the program. Once officially exited, in order to re-enter, the student must be assessed by the District's standards.

APPEAL PROVISION

A parent or staff member who wishes to appeal an identification decision made by the Gifted and Talented Identification and Placement Committee may do so by the following steps:

1. Submit a request by letter to the building principal within 15 days after the Committee has announced its selection decisions. The principal will immediately forward this to the Committee.
2. The Committee must respond by letter to the person making the appeal within 10 days from receipt of the letter-of-appeal. The Committee's letter must explain its actions and specify the date and time of a hearing before the Committee.
3. If the person making the appeal wishes to appeal the decision of the Committee following a formal hearing, the person must follow the District's local policies governing appeals.

PROGRAM DESIGN

Fort Stockton ISD will develop a flexible system of viable program options that provides a learning continuum and reinforces the strengths, needs, and interests of Gifted and Talented students.

Fort Stockton ISD assures an array of learning opportunities in a comprehensive, structured, sequenced, and appropriately challenging curriculum in the four core areas (Math, Science, Language Arts, and Social Studies) as well as creativity commensurate with the abilities of gifted and talented learners during the school day as well as the school year. Information will be disseminated about special opportunities such as contests, academic recognition, summer camps, and community programs to parents and community leaders. Fort Stockton ISD counselors/designees will maintain folders of referred and identified gifted and talented students and assure the appropriate transfer of intact folders from one level to another.

Fort Stockton ISD identified Kindergarten through Grade 5 gifted and talented students will be cluster-grouped within high-interest/mixed-ability/ability grouped classrooms. Grades 2-5 students will compete in UIL Academic Competition. Identified Grade 6 - 12 gifted and talented students will be served in their area of academic strength(s). Honors classes are available at Grades 6 - 12. UIL Competition in Academics and performance-based competition (Theater, Choir and Band) is also offered.

Fort Stockton ISD will employ flexible instructional patterns that allow students to work together as a group, work with other students, and work independently in all four core academic areas during the school day and the entire school year.

Gifted and talented students will be assessed for mastery of the general curriculum and provided appropriate curriculum and instruction based on the results. A student should not be placed in a situation of repeating what he/she already knows and can do.

Fort Stockton ISD will provide information regarding out-of-school options relevant to the student's area of strength(s) on a continuous basis.

Methods of acceleration may include dual/concurrent enrollments, correspondence courses, the Distinguished Achievement Program, and credit by examination. All students will be given options for flexible pacing appropriate for their abilities and skills.

Fort Stockton ISD will ensure that no more than 15% of state funds allocated for gifted and talented education will be spent on indirect costs and that 85% will be allocated for assessment and services to gifted and talented students. These funds may be enhanced with local funding and possible funding from business partnerships, parent group fundraisers, etc.

The Committee will annually evaluate the Gifted and Talented Program to ensure that student assessment and services comply with accountability standards included in the Texas State Plan for the education of Gifted and Talented students.

CURRICULUM AND INSTRUCTION

Curriculum and instruction will meet the needs of Gifted and Talented students by modifying the depth, complexity, and pacing of the general school program.

Fort Stockton ISD will provide services for Gifted and Talented students, Kindergarten through Grade 12, in the four core areas using an array of appropriately challenging learning experiences. Students will have opportunities to pursue areas of interest in selected disciplines through guided and independent research. Opportunities will also be provided for acceleration, flexible pacing, and/or implementation of scheduling modifications in order to meet the needs of individual students. Parents will be informed of these opportunities at the beginning of each school year through a comprehensive brochure of program services for Gifted and Talented Kindergarten through Grade 12 students.

Gifted and Talented student performance in the program will be periodically assessed by educators in Gifted Education and this information will be systematically communicated to parents/guardians.

Gifted and Talented curriculum will include content, process, classroom environment, teaching models, themes and generalizations. It will reflect elements of depth, complexity, and appropriate pacing. Appropriate pacing includes contingency plans for Gifted and Talented students who master benchmark assessments in their general education.

Resources are provided for curriculum development to enable teachers at all levels to coordinate advance level services in the district. The attainment and maintenance of essential resources to ensure a continuum of learning experiences will follow district guidelines.

Administrators will monitor the development and delivery of curriculum for Gifted and Talented students.

Based on annual evaluations, district and campus improvement plans will include provisions to improve/modify services and instruction to Gifted and Talented students.

PROFESSIONAL DEVELOPMENT

All personnel involved in the planning, development, and delivery of services to Gifted and Talented students will have knowledge to enable them to offer appropriate options and curricula for said students through professional development opportunities.

Fort Stockton ISD will provide professional development for educators on an ongoing basis, utilizing local, regional, and state resources.

Prior to assignment, teachers who provide instruction and services that are a part of the program for gifted students will be provided opportunities to gain a minimum of thirty clock hours of professional development that includes the nature and needs of gifted and talented students, identification and assessment of gifted and talented students, and curriculum and instruction for gifted and talented students. Teachers without the required training who are assigned to provide instruction and services have one semester to obtain the required training. Teachers who provided instruction and services that are a part of the program for gifted students will be provided opportunities to receive a minimum of six additional hours annually of professional development in gifted education as determined by needs assessment results.

Administrators and counselors who have authority for program decisions will be provided opportunities to gain a minimum of six clock hours of professional development that includes the nature and needs of gifted and talented students, program options, service options for gifted and talented students, social emotional learning and the District Gifted and Talented Program.

Professional development activities will include, but not be limited to, topics that include nature and needs of gifted/talented students, identification and assessment of gifted/talented students' needs, and curriculum and instruction for gifted/talented students.

Professional development records will be kept in a centrally located program file and will consist of copies of certificates of attendance at national, state, regional, and local workshops/conferences, sign-in documents and records of opportunities provided by the District. Submission of records will be the responsibility of the program teacher and will be maintained for the duration of employment in the District.

FAMILY-COMMUNITY INVOLVEMENT

Parents and community representatives will have opportunities to support and participate in services for gifted learners.

Fort Stockton ISD provides special programs for gifted and talented students. The Gifted and Talented Long Range Plan includes written policies on student identification that have been approved by the local Board of Trustees. This information is disseminated to parents through student handbooks and other appropriate means. The Gifted and Talented Committee and campus counselors/designees can answer questions about eligibility requirements, as well as programs and services offered in the District or by other organizations. A student or parent with questions about this program should contact the principal's office.

Parents will be informed of an array of learning opportunities for the gifted learner, Kindergarten through Grade 12, as well as educational opportunities for the parents themselves based on needs assessments. Campuses conducting general surveys will inform the Gifted and Talented Committee with relevant information so that program services can be modified and/or updated.

When possible, community mentors will be encouraged to work with gifted students on products of professional quality. Presentations of independent studies and/or other products may be shared with community groups and organizations to solicit support for mentorship. Community businesses and organizations may be involved in spotlighting products.

APPENDICES

Action Plans:

- Student Assessment
- Program Design
- Curriculum and Instruction
- Professional Development
- Family-Community Involvement

Forms:

- Referral and Identification Calendar
- Parental Permission for Special Assessment and Entry
- Parent Notification Letters
- Request for Furlough
- Request for Exit
- Selection Profile
- Principles of a Differentiated Curriculum

STUDENT ASSESSMENT ACTION PLAN

Student Assessment Goal: Instruments and procedures used to assess students for program services measure diverse abilities and intelligences. Students are given opportunities to demonstrate their talents and strengths.

Strategies & Activities	Responsibility	Start Date	Resources	Costs	Expected Outcome	Evaluation
1. Student Referral	Staff, parents, students, community	K-2: By first Week of December 3: Screener 4-12: By mid October	List of Names		Student Referral	Names submitted to counselors/designees, folders of referred students
2. Assessment	Campus Counselor/ Assistant Principal	November, January- March, April, May	Tests: STAAR NNAT3 SAGES-2 Interview (K-2) Parent/Staff Inventory	Tests	Student Identification	Appropriate educational placement
3. Identification/ Placement Procedures	G/T Identification Placement Committee	December/ February	Test Data, Student Profile		Student Identification	Students placed in appropriate educational setting, G/T population reflects District population
4. Exit/Furlough Procedures	Parents, Principal, Counselor/Designee, Teachers	Ongoing	Exit/Furlough Letters		Appropriate furlough or exit of students with personal needs or educational concerns	Appropriate assessment of students
5. G/T Committee will collaborate with counselors/designees to ensure compliance for student assessment	G/T Committee, Counselors, Assistant Principals	Ongoing	G/T State Plan, District Policy, District Timeline		District Compliance with State Plan	

PROGRAM DESIGN ACTION PLAN

Program Goal: Fort Stockton ISD will develop a flexible system of viable program options that provide a learning continuum and reinforce the strengths, needs, and interests of Gifted and Talented students

Strategies & Activities	Responsibility	Resources	Costs	Expected Outcome	Evaluation
1. Grades 1-5 are scheduled for cluster grouping to allow for flexible grouping patterns & independent activities and/or ability grouping in all core academic areas	Principals	PEIMS Report		G/T students cluster grouped	Student schedules
2. Grades 6-12 are scheduled in classes reflecting area of academic strength to allow for flexible grouping patterns & independent study	Principals, Counselors, G/T Teachers	Teacher Recommendations		G/T students scheduled in classes reflecting areas of academic strength	Student Schedules
3. Parents and students will be informed of accelerated options in Grades 6-12	Administrator, Counselors, Teachers	District Policy	Tests	Parents and students are aware of accelerated options	Student Handbook, Testing Schedule
4. The K-12 Gifted and Talented program will be coordinated at elementary and secondary levels by the G/T Committee whose members have each completed a requisite base of 30 identified hours of G/T training	Gifted & Talented Committee	Region 18/ Responsive Learning		Gifted & Talented Committee	

Strategies & Activities (cont'd)	Responsibility (cont'd)	Resources (cont'd)	Costs (cont'd)	Expected Outcome (cont'd)	Evaluation (cont'd)
5. Counselors/designees will maintain G/T student documentation and ensure the appropriate transfer of data	Counselors/Designees	Folders		Complete & accurate student folders will be maintained and transferred properly	Folder checklist will be complete
6. Funds will be disseminated for student services as prescribed by law	Business Manager	Budget		85% of designated funds will be spent on student services	Audit
7. The G/T Committee will annually evaluate program services and the data will be used for program improvement	Gifted and Talented Committee	Surveys		Program data will be collected and disaggregated to evaluate attainment of program goals	Completed surveys, Campus & District Improvement Plans
8. G/T Committee will be comprised of Teachers, and Administrators to ensure compliance for program services on each campus	Gifted and Talented Committee, Administrators	State & District Plans		District compliance with State Plan	Appropriate program services for students

CURRICULUM AND INSTRUCTION ACTION PLAN

Curriculum and Instruction Goal: Curriculum and Instruction will meet the needs of Gifted and Talented students by modifying the depth, complexity, and pacing of the general school program.

Strategies & Activities	Responsibility	Resources	Costs	Expected Outcome	Evaluation
1. The general school program (TEKS) will be modified using depth, complexity, & pacing as described in the Principles of Differentiation	K-12 Teachers, Administrators	Principles of Differentiation		Appropriately challenging curriculum	Lesson plans, Unit Plans, Principal observations
2. Opportunities for acceleration, flexible pacing, and scheduling modifications will be provided	Principals, Counselors, G/T Teachers	Documentation of mastery and/or modifications		Individual needs will be met	Documentation of student mastery and/or modifications, Lesson plans, Student Schedules
3. A continuum of appropriately challenging learning experiences will provide requisite skills and knowledge	Teachers, Principals	Principles of Differentiation, Texas Performance Standards Rubric, K-12 Research Scope & Sequence		Appropriately challenging curriculum	Lesson plans, student work samples
4. Provide learning experiences that lead to the development of advanced level products or performances and which may be targeted to an audience outside the classroom	Teachers, Principals	Principles of Differentiation, Texas Performance Standards Rubric, K-12 Research Scope & Sequence		High quality products	Successful assessment, possibly by experts in the field of study
5. Student progress is periodically assessed and is communicated to parents or guardians	Teachers, Principals	Report Cards, Progress Reports, Parent Conferences or Letters		Parent aware of student progress	Signed parent forms and/or copies of evaluations kept in files

Strategies & Activities (cont'd)	Responsibility (cont'd)	Resources (cont'd)	Costs (cont'd)	Expected Outcome (cont'd)	Evaluation (cont'd)
6. Gifted and Talented Committee will stay abreast of current resources for development of appropriate curriculum and instructional strategies	G/T Committee	Information from professional conferences, experts in the field, current G/T publications	G/T travel	Appropriately challenging curriculum and instruction	Copies of resources provided
7. District and Campus Improvement Plans will address needs of gifted and talented students	DEIC, CEIC	Data		Gifted and talented services will be modified as needed	DIP and CIP documents

PROFESSIONAL DEVELOPMENT ACTION PLAN

Professional Development Goal: All personnel involved in the planning, development, and delivery of services to gifted students will have knowledge to enable them to offer appropriate options and delivery of services to gifted students through professional development opportunities.

Strategies & Activities	Responsibility	Resources	Costs	Expected Outcome	Evaluation
1. Within the first school year semester/term, teachers providing services for gifted students will have 30 hours of professional development including nature & needs, assessing student needs, and curriculum & instruction for gifted students	Teachers, Administrators, Region 18, and/or other consultants	Region 18 and/or other consultants; Responsive Learning	Workshop/ Training Fees	Teachers offering services for gifted students will have appropriate training	Records and/or certificates on file
2. Teachers providing instruction for gifted learners will have a minimum of 6 hours annually of professional development in gifted education	Teachers, Administrators, Region 18, and/or other consultants, Conferences	Region 18, and/or other consultants, Conferences; Responsive Learning		Teachers offering instruction to gifted students will have a minimum of 6 hours training in gifted education annually	Records and/or certificates on file
3. Administrators and counselors will have minimum of 6 hours of training in nature and needs of gifted learners	Administrators, counselors, Region 18, other consultant services	Region 18, and/or other consultants, conferences; Responsive Learning		Administrators will have 6 hours training required in nature and needs of gifted learners	Records and/or certificates on file
4. The District will schedule and conduct informational training sessions for G/T teachers and administrators	Central Office	Information from professional meetings, experts in the field, current G/T publications		Teachers providing services for gifted learners will continue to update knowledge and strategies	Meeting agendas and sign-in sheets

FAMILY–COMMUNITY INVOLVEMENT ACTION PLAN

Family–Community Involvement Goal: Parents and community representatives will have opportunities to support and participate in services for Gifted and Talented learners.

Strategies & Activities	Responsibility	Resources	Costs	Expected Outcome	Evaluation
1. Written policies on student identification are approved by the school board and disseminated to parents through an annual meeting	Gifted and Talented Committee, Principals, Teachers	School Board Policy		Parent awareness	Parent Sign-in Sheets
2. Parents will be informed of program options	Gifted and Talented Committee, Principals, Counselors	Gifted and Talented Brochure		Parent awareness	Brochures distributed
3. Gifted and Talented Committee will schedule and conduct annual parent meeting	Gifted and Talented Committee	Gifted and Talented Plan		Parent awareness and involvement	Parent Sign-in Sheets
4. Parents and/or community members may be audiences for any arranged Gifted and Talented products and/or performances	Teachers, Students	Student products and performances		Appropriate audiences	Attendance rosters and judges' evaluations

PROGRAM EVALUATION ACTION PLAN

Program Goal: On an annual basis, FSISD will evaluate effectiveness of program design and student performance. The results will be used to improve the Gifted and Talented Program and will be reflected in the District and Campus Improvement Plans.

Strategies & Activities	Responsibility	Resources	Costs	Expected Outcome	Evaluation
1. Teacher performance inventory	Teachers, Principals, School Board	Inventory Instrument		Advanced or higher level thinking/products	Document evidence of differentiated curriculum
2. Walk-throughs, Observations	Principals	Informal documentation		Adherence to Gifted and Talented standards	Formal documentation
3. Student products and/or performances	Teacher, Principals, School Board	Student work		Student products and/or performances reflect program goals	Student products and/or performances will show evidence of an advanced level of sophistication
4. Gifted and Talented Committee will compile data from all evaluations and report results to administrators	Gifted and Talented Committee	Evaluation data		Modify and update program services	Completed evaluations and reports

GIFTED AND TALENTED REFERRAL AND IDENTIFICATION PROCESS CALENDAR

September:

- Counselors/designees order assessment materials (NNAT, SAGES-2)
- Gifted and Talented Committee, representing elementary and secondary, hosts a parent awareness session prior to the referral period for an overview of the Gifted and Talented program and services.

September – November:

- K-2 teachers do jot downs and collect performance/work samples
- Week 1 in October – Counselors/designees in grades 4-12 obtain parent permission to assess students achieving Masters on STAAR the prior year with NNAT3.

GRADES K-2

First Week in December:

- Referral period; Referrals can be made by teachers, staff, parents, students, and/or community members

Second and Third Weeks in December:

- Counselors/designees obtain parent permission to assess
- Teacher jot downs are completed

January:

- Counselors/designees complete testing, plot scores on profiles, and notify Gifted and Talented Committee of results
- Window for selected Gifted and Talented Committee members to complete interviews of qualifying students

First Two Weeks in February:

- Window for Identification Committee to review data and decide placement

Third Week in February:

- Counselors/designees send parent letters to explain results:
 - If a student is identified, parents must give permission to participate. Parents may also deny placement.
 - If student is not identified, parents may appeal the decision

Before March 1st:

- Services are in place for newly identified students

Grades 3-12

October- December:

- For Grade 3 students, the counselor/designee administers NNAT3 assessment screener beginning October 15.
- For Grade 3 qualifying students, the counselor/designee administers SAGES and coordinates interviews by December 5.
- For Grade 4-12 students, the counselor/designee administers NNAT3 to students achieving Masters on STAAR the prior year, who have not previously been identified, between October 15 and November 15.
- Teachers of grades 4-12 qualifying students, complete surveys by December 5.
- Counselors/designees complete testing, plot scores on profiles, and notify the Gifted and Talented Committee of results.
- Window for selected Gifted and Talented Committee members to complete interviews of qualifying students

December 5th -15th:

- GT Committee meets to review and identify students meeting criteria in Grades 3-12.
- Counselors/designees send parent letters to explain results.
 - If a student is identified, parents must give permission to participate. Parents may also deny placement.
 - If a student is not identified, parents may appeal the decision.

Beginning of Second Semester/Term:

- Services are in place for newly identified students.

**Fort Stockton Independent School District
Gifted and Talented Program**

Parental Permission for Special Assessment and Entry

As the legal parent/guardian of _____, I give my permission for him/her to be assessed as part of the process of being considered for the Gifted and Talented Program. The District defines gifted learners as those individuals possessing superior intelligence, with potential or demonstrated achievement, in several fields of study: Ability to perform complex mental tasks and possessing outstanding imagination, innovative or creative reasoning abilities, ability in problem solving, and/or high attainment in original or creating thinking.

I understand that this information is confidential and can only be shared with professional personnel of the Fort Stockton Independent School District and me.

____ Yes, I give permission for my student to be assessed for possible consideration for the Gifted and Talented Program. I will also allow my student to be placed in the program if identified.

____ No, I do not want my student considered for the Gifted and Talented Program at this time.

If you have any questions, please contact _____ at

(Phone #) at _____
(Campus)

(Parent/Guardian Signature)

(Date Signed)

**Fort Stockton Independent School District
Gifted and Talented Program**

Parental Notification Letter

Dear Parents/Guardians of _____ Date: _____

Your child has been identified as a gifted and talented learner according to State and District guidelines. Your child's placement in the Gifted and Talented Program was based on a profile of data established by the Fort Stockton Independent School District.

We will make every effort to meet your child's needs. If you have questions concerning the Gifted and Talented Program, please contact the counselor/designee at your child's school.

(Counselor/Designee)

(Phone #)

(Campus)

**Fort Stockton Independent School District
Gifted and Talented Program**

Parent Notification Letter

Dear Parents/Guardians of _____ Date: _____

After careful review of all the assessment data, your child does not meet the District criteria at this time for the Gifted and Talented Program. The fact that your child was referred indicates that he/she possesses a great deal of ability and talent. Working together, we will continue to develop those abilities.

If you have any questions concerning the Gifted and Talented Program, please contact the counselor/designee at your child's school.

(Counselor/Designee)

(Phone #)

(Campus)

Sincerely,

**Fort Stockton Independent School District
Gifted and Talented Program**

Request for Furlough Form

Date _____

Campus: _____ Grade: _____

I/We request that _____ be furloughed from the Fort Stockton Independent School District's Gifted and Talented Program for the _____ - _____ school year.

I/We understand that a meeting with the parent/guardian, the counselor/designee, the principal, and the Gifted/Talented teacher must be held before a student furloughs from the program.

(Signature of Parent/Guardian)

(Date)

Signatures of Identification/Placement Committee

(Date)

**Fort Stockton Independent School District
Gifted and Talented Program**

Request for Exit Form

Date _____

Campus: _____ Grade: _____

I/We request that _____ be exited from the Fort Stockton Independent School District's Gifted and Talented Program based on comprehensive observations of student performance and evidence of student products.

I/We understand that a meeting with the parent/guardian, the counselor/designee, the principal, and the Gifted/Talented teacher must be held before a student exits from the program.

(Signature of Parent/Guardian)

(Date)

Signatures of Identification/Placement Committee

(Date)

**FORT STOCKTON INDEPENDENT SCHOOL DISTRICT GIFTED
AND TALENTED SELECTION PROFILE FOR GRADES K-3**

STUDENT NAME: _____ **STUDENT ID:** _____

GRADE: _____ **BIRTHDAY:** _____ **AGE:** _____

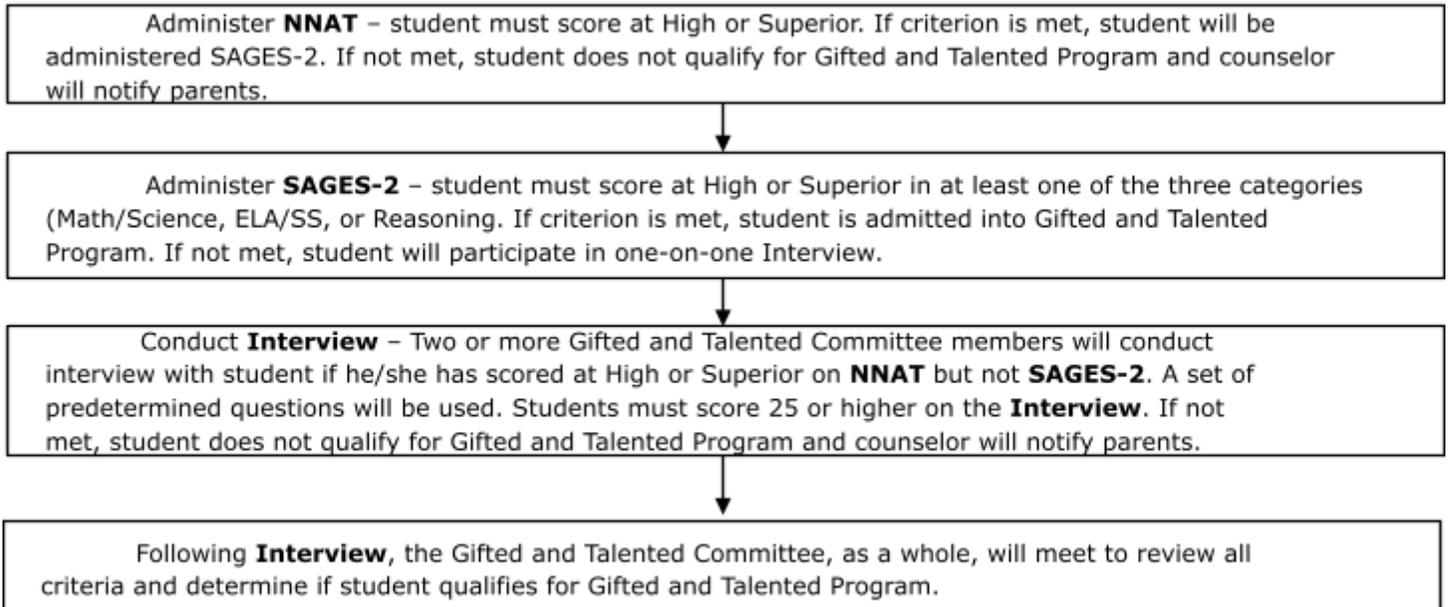
Type of Program: General Intellectual Ability (K-5): _____ Specific Subject (6-12): _____

Enrolled in: _____ Bilingual _____ ESL _____ Migrant _____ Special Ed _____ General Ed

Directions: Plot an individual's scores in the appropriate column. Include actual scores in the Percentile Ranking column.

PERCENTILE RANKING	AVERAGE (or 50-68%ILE)	ABOVE AVERAGE (or 69-79%ILE)	HIGH (or 80-92%ILE)	SUPERIOR (or 93-99%ILE)
NNAT Non-Verbal Ability Index _____%ile rank _____ability index				
SAGES-2 (Grades K-8) Math/Science Q %iles ELA/SS Q %iles Reasoning Q %iles				
Interview (score)				

Admissions Protocol Flowchart



Committee Decision: _____ Accepted _____ Did Not Qualify **Date of Meeting:** _____
Committee Members: (3 Signatures)

**FORT STOCKTON INDEPENDENT SCHOOL DISTRICT
GIFTED AND TALENTED SELECTION PROFILE FOR GRADES 4-12**

STUDENT NAME: _____ **STUDENT ID:** _____

GRADE: _____ **BIRTHDAY:** _____ **AGE:** _____

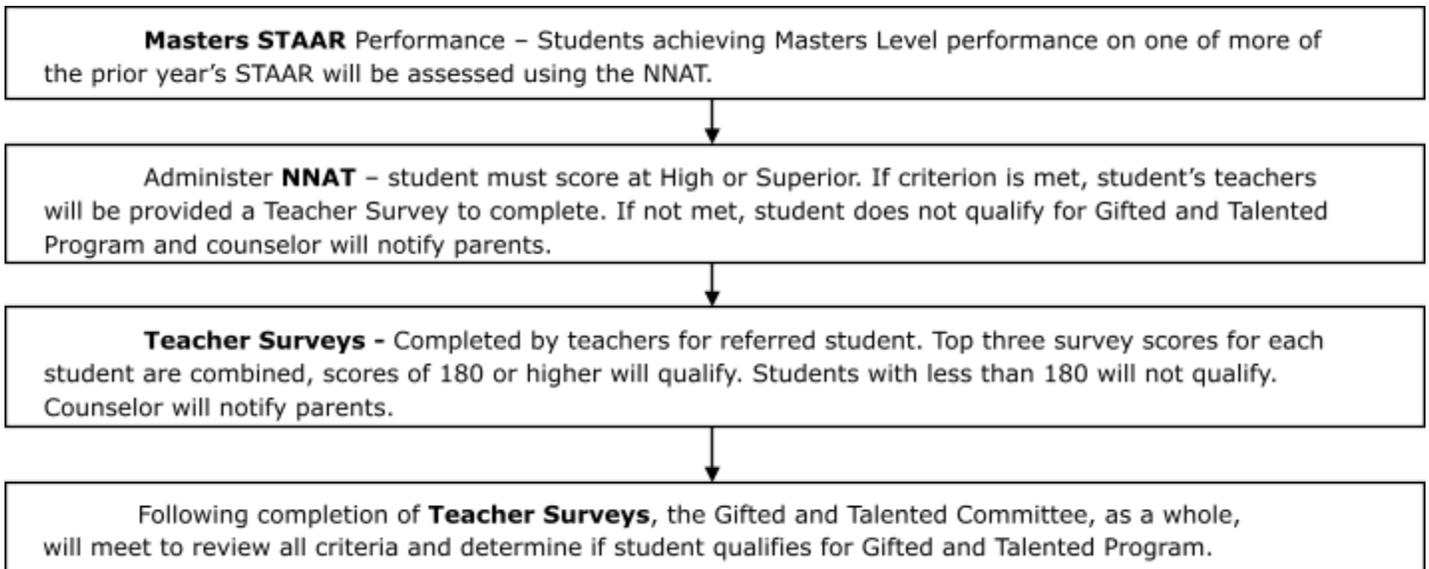
Type of Program: General Intellectual Ability (K-5): _____ Specific Subject (6-12): _____

Enrolled in: ___ Bilingual ___ ESL ___ Migrant ___ Special Ed ___ General Ed

Directions: Plot an individual's scores in the appropriate column. Include actual scores in the Percentile Ranking column.

Masters STAAR Performance	Math/Algebra I	Reading / ENG I/ ENG II	Science/ Biology	Social Studies/ US History
PERCENTILE RANKING	AVERAGE (or 50-68%ILE)	ABOVE AVERAG E (or 69-79%ILE)	HIGH (or 80-92%ILE)	SUPERIOR (or 93-99%ILE)
NNAT Non-Verbal Ability Index ___%ile rank ___ability index				
Teacher Surveys (3 surveys scores combined)				

Admissions Protocol Flowchart



Committee Decision: _____ Accepted _____ Did Not Qualify **Date of Meeting:** _____

Committee Members: (3 Signatures)

**PRINCIPLES OF A DIFFERENTIATED CURRICULUM
FOR THE GIFTED AND TALENTED**

CONTENT	<ul style="list-style-type: none"> <input type="checkbox"/> Present content that is related to broad-based issues, themes, or problems <input type="checkbox"/> Integrate multiple disciplines into the area of study <input type="checkbox"/> Present comprehensive, related, and mutually reinforcing experiences within an area of study <input type="checkbox"/> Allow for in-depth learning of a self-selected topic within the area of study
PROCESS	<ul style="list-style-type: none"> <input type="checkbox"/> Develop independent or self-directed study skills <input type="checkbox"/> Develop productive, complex, abstract, and/or higher-level thinking skills <input type="checkbox"/> Focus on open-ended tasks <input type="checkbox"/> Develop research skills and methods <input type="checkbox"/> Integrate basic skills and higher-level thinking skills into the curriculum
PRODUCT	<ul style="list-style-type: none"> <input type="checkbox"/> Encourage the development of products that challenge existing ideas and produce "new" ideas <input type="checkbox"/> Encourage the development of products that use new techniques, materials, and forms
AFFECT	<ul style="list-style-type: none"> <input type="checkbox"/> Encourage the development of self-understanding, i.e., recognizing and using one's abilities, becoming self-directed, appreciating likenesses and differences between one's self and others <input type="checkbox"/> Evaluate student outcomes by using appropriate and specific criteria through self-appraisal, criterion referenced, and/or standardized instruments

Source: *National/State Leadership Training Institute on the Gifted and Talented*, developed by the Curriculum Council (James J. Gallagher, Sandra N. Kaplan, A. Harry Passow, Joseph S. Renzulli, Irving S. Sato, Dorothy Sisk, Janice Wickless)



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: 2025-2026 Midland College Memorandum of Understanding	Meeting Date: July 28, 2025
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- Action
- Information
- Discussion

Background:

The agreement is updated annually to make updates and remain in compliance. The course crosswalk has been reviewed and updated.

Fiscal Implications:

N/A

Recommendation:

I recommend approving the Midland College Memorandum of Understanding.

Suggested Motion: I move to approve the Midland College Memorandum of Understanding.



MEMORANDUM OF UNDERSTANDING

**Midland College Dual Credit Program
Academic Year 2025/2026**

PURPOSE

This Memorandum of Understanding (referred to as the “Agreement”) is entered into by Midland College (referred to as the “College”) and Fort Stockton Independent School District (referred to as the “Partner”). The purpose of this Agreement is to provide students with the opportunity to participate in the College’s Dual Credit Program (referred to as the “Program”). Students participating in the Program earn both high school and College credit by completing courses that follow the College’s curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBLE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College’s Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

Non-Degree Seeking: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

Degree Seeking: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- *Texas Success Initiative (TSI) Exempt*: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- *Texas Success Initiative (TSI) Qualified*: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing dualcredit@midland.edu, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

- f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The College has opted into the Financial Aid for Swift Transfer (FAST) Program, capping dual credit tuition at the FAST tuition rate.

Tuition costs for FAST qualified students are covered by the State. Students may qualify for FAST if they:

- a. Are enrolled in and eligible for Foundation School Program funding at a high school in a Texas school district under the rules of the Texas Education Agency;
- b. Are enrolled in a dual credit course at a participating institution of higher education that has entered into a Dual Credit Agreement with the student's school district as set out in Rule §4.84; and
- c. Were educationally disadvantaged at any time during the four school years preceding the student's enrollment in the dual credit courses.

The College and Partner collaborate on reducing and eliminating costs not otherwise covered by FAST funding, ensuring dual credit courses are made available to Partner students at no cost to the student.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

Goal 3: All dual credit students will receive academic and college readiness advice with access to student support services to bridge them successfully into college course completion.

- The College and the Partner will collaborate and coordinate providing a “new student orientation” for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

- The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a “Embedded Faculty”) to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

COLLEGE

PARTNER

Midland College
3600 N. Garfield
Midland, TX 79705
Attn: Office of the President

With a copy to:

With a copy to:

Midland College
3600 N. Garfield
Midland, TX 79705
Attn: AVP of Partnerships

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

COLLEGE

PARTNER

President, Midland College

Superintendent, Fort Stockton ISD

Date

Date



APPENDIX A:

APPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

1. Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
2. Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designed specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusively on Midland College Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation. High School Partners determine the appropriate course coding for their state reporting.)

010 – ENGLISH REQUIREMENT (6 HOURS) – COMPLETE BOTH

College Course	Hours	High School Course	Credits
ENGL 1301 – Composition I	3	English III-A or IV-A	.5
ENGL 1302 – Composition II	3	English III-A or IV-B	.5

020 – MATHEMATICS REQUIREMENT (3 HOURS) – COMPLETE ONE

College Course	Hours	High School Course	Credits
MATH 1314 – College Algebra	3	Pre-Calculus	.5
MATH 1316 – Trigonometry	3		
MATH 1342 – Statistics	3		
MATH 2412 – Pre-Calculus	4	Pre-Calculus	.5
MATH 2413 – Calculus I	4	Calculus	.5

030 – LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) – COMPLETE TWO

College Course	Hours	High School Course	Credits
BIOL 1406 – Biology for Science Majors I	4	Biology A or B	.5
BIOL 1407 – Biology for Science Majors II	4	Scientific Research & Design	.5
BIOL 1408 – Biology for Non-Science Majors I	4	Biology A or B	.5
BIOL 1409 – Biology for Non-Science Majors II	4	Scientific Research & Design	.5
BIOL 2401 – Anatomy and Physiology I	4	Anatomy & Physiology	.5
BIOL 2402 – Anatomy and Physiology II	4	Scientific Research & Design	.5

040 – LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) – COMPLETE ONE

College Course	Hours	High School Course	Credits
ENGL 2322 – British Literature I	3	English IV (full cred. if 1301&2 comp.)	.5 or 1

050 – CREATIVE ARTS REQUIREMENT (3 HOURS) – COMPLETE ONE

College Course	Hours	High School Course	Credits
ARTS 1301 – Art Appreciation	3	Art I, Art Appreciation	1
MUSI 1306 – Music Appreciation	3		

060 – U.S. HISTORY REQUIREMENT (6 HOURS) – COMPLETE BOTH

College Course	Hours	High School Course	Credits
HIST 1301 – United States History I	3	Pre-U.S. History or U.S History*	.5
HIST 1302 – United States History II	3	Pre-U.S. History or U.S History*	.5

070 – GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) – COMPLETE BOTH

College Course	Hours	High School Course	Credits
GOVT 2305 – Federal Government	3	United States Government	.5
GOVT 2306 – Texas Government	3	Social Studies Advanced Studies	.5

080 – SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) – COMPLETE ONE

College Course	Hours	High School Course	Credits
ECON 2301 – Principles of Macroeconomics	3	Economics	.5
PSYC 2301 – General Psychology	3		
SOCI 1301 – Introduction to Sociology	3		

090 – COMPONENT AREA REQUIREMENTS (4 HOURS) – COMPLETE 4 HOURS

College Course	Hours	High School Course	Credits
EDUC 1100 – Learning Framework	1	College Readiness & Study Skills	.5
KINE 1164 – Introduction to Physical Fitness and Wellness	1		
SPCH 1315 – Public Speaking	3		

* Determination of High School credit for HIST-1301 & 1302 will be based on achieving locally established and board approved metrics.

AUTOMOTIVE – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

SOPHOMORE YEAR, FALL OR SPRING SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
OSHT 1301	Intro To Occupational Safety	3	Occupational Safety and Environmental Technology I

JUNIOR YEAR, FALL SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
AUMT 1305	Introduction to Automotive Technology	3	Automotive Technology I: Maintenance and Light Repair

JUNIOR YEAR, SPRING SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
MCHN 1320	Precision Tools & Measurement	3	Automotive Technology I: Maintenance and Light Repair

SENIOR YEAR, FALL SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
AUMT 2317	Automotive Engine Performance Analysis I	3	Automotive Technology II: Automotive Service

SENIOR YEAR, WINTER FLEX

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
AUMT 1316	Automotive Suspension & Steering	3	Automotive Technology II: Automotive Service

SENIOR YEAR, SPRING SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
AUMT 1310	Automotive Brake Systems	3	Automotive Technology II: Automotive Service

ENERGY TECHNICIAN – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

SOPHOMORE YEAR, FALL SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
OSHT 1301	Intro To Occupational Safety	3	Occupational Safety & Environmental Technology I

SOPHOMORE YEAR, SPRING SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
PTRT 1301	Intro to Petroleum Industry	3	Occupational Safety & Environmental Technology I

JUNIOR YEAR, FALL SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
ENER 1330	Basic Mech. Skills for Energy	3	Oil & Gas Production I

JUNIOR YEAR, SPRING SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
MCHN 1320	Precision Tools & Measurement	3	Oil & Gas Production II

SENIOR YEAR, FALL SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
ELMT 1305	Basic Fluid Power	3	Oil & Gas Production III

SENIOR YEAR, WINTER FLEX

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
INMT 2303	Pumps, Compressors, & Mechanical Drives	3	Oil & Gas Production III

SENIOR YEAR, SPRING SEMESTER

MC COURSE	COURSE TITLE	SCH	HIGH SCHOOL COURSE
INMT 1317	Industrial Automation	3	Oil & Gas Production IV



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

1. Regularly record course grades in the College learning management system, Canvas.
2. Ensure the course average in Canvas is displayed as a percentage on a 0 – 100% scale.
3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is ten students. Faculty compensation for courses with enrollment below ten students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty

member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman
(ibateman@midland.edu / 432.685.6846)

Allied Health – Brandi Havner
(bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos
(pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins
(wwoodcollins@midland.edu / 432.681.6364)

Fine Arts & Communications – Dr. William Feeler
(bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo
(mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell
(cmadewell@midland.edu / 432.686.4243)

Public Service – Pervis Evans
(pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky
(mmakowsky@midland.edu / 432.685.6828)



APPENDIX C:

DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in online asynchronous College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

Dual Credit Completion Coaches	High School Facilitators
Stipend from Midland College.	No stipend from Midland College.
Access to Midland College systems including Canvas.	No access to Midland College systems.
Training and support from Midland College.	Limited training and support from Midland College.

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (ibateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

JANUARY ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p><u>By the end of the Month:</u> Request additions/changes to course/program offerings for the next academic year.</p>	<p><u>By the 15th:</u> Send out Course Request Form for students. Send out Application/Advising Day sign-up form.</p> <p><u>By the end of the Month:</u> Collaborate with Partner schools on the courses/programs offered for the next academic year.</p>
FEBRUARY ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p><u>By the end of the Month:</u> Identify students interested in dual credit for the upcoming academic year. Enter student and course information into the SmartSheet provided by the Dual Credit Service Center. Sign up for an Application/Advising Day event.</p>	<p><u>By the end of the Month:</u> Coordinate with Deans & Department Chairs on the courses/programs offered for the next academic year. Revise/update the Memorandum of Understanding.</p>
MARCH ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p>Coordinate with the Dual Credit Service Center on hosting an Application/Advising Day event.</p> <p><u>Ongoing Activities:</u> Update student/course SmartSheet as changes occur. Assist students missing requirements for admission/registration.</p>	<p>Coordinate with Partner school on attending an Application/Advising Day event.</p> <p><u>By the 15th:</u> Send finalized Memorandum of Understanding for the upcoming academic year.</p> <p><u>Ongoing Activities:</u> Process incoming admission requirements and track registration readiness.</p>

APRIL ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p><u>By the end of the Month:</u> Submit final student/course lists in SmartSheet.</p>	<p>Registration for Fall Opens! <u>Ongoing Activities:</u> Process incoming admission applications, requirements, and track registration readiness.</p> <p>Register students not dependent upon high school rosters.</p>
MAY ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p><u>By the 15th:</u> Aid students in finalizing the submission of any admission/registration requirements.</p> <p><u>By the end of the Month:</u> Return signed MOU for the next academic year to the College.</p> <p>Submit test scores for any student who may need to demonstrate TSI completion/exemption.</p>	<p><u>By the end of the Month:</u> Schedule Student Orientation Days with Partners for late summer.</p> <p><u>Ongoing Activities:</u> Process incoming admission requirements and track registration readiness.</p> <p>Audit new student files.</p> <p>Register students not dependent upon high school rosters.</p>
JUNE ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p><u>By the end of the Month:</u> Identify any new embedded instructors or Dual Credit Completion Coaches for the next academic year.</p>	<p><u>Ongoing Activities:</u> Audit new student files.</p> <p>Register students not dependent upon high school rosters.</p>

JULY ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p>By the end of the Month: Submit any changes to student/class lists due to extenuating circumstances.</p> <p>Coordinate with the College on hosting Student Orientation in Late July/Early August.</p>	<p>By the end of the Month: Ensure processing of new embedded faculty & completion coach applications for the upcoming academic year.</p> <p>Collaborate/coordinate with Deans & Department Chairs to ensure all needed Fall classes are created and ready for Fall registration.</p> <p>Host Student Orientation on Partner’s campus late July/early August.</p> <p>Host dual credit professional development for Partner administration/staff (including coaches & embedded faculty) on main campus and at the WRTTC.</p>
AUGUST ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p>Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy.</p> <p>Work with the Dual Credit Service Center to resolve enrollment discrepancies.</p> <p>By the end of the Month: Attend dual credit professional development. At least one representative from each Partner school must attend a professional development session at the WRTTC in July or the Main Campus in August.</p>	<p>Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner.</p> <p>By the end of the Month: Host dual credit professional development for Partner administration/staff (including coaches & embedded faculty) on main campus.</p> <p>Send signup forms for Fall Recruiting/Advising Events.</p> <p>As Soon As Possible: Register remaining students base on high school rosters.</p>

SEPTEMBER ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p><u>By the 15th:</u> Provide constructive feedback to the College on the Fall Admission/Advising cycle (January through August).</p> <p><u>By the end of the Month:</u> Identify new students who will start in the Spring.</p> <p>Refer students to the Dual Credit Service Center for Admission and assist student with collecting admission requirements.</p>	<p><u>By the end of the Month:</u> Year in Review: reflect on the Fall Admission/Advising Cycle. Identify process revisions. Develop Strategic Plan for the next academic year.</p>
OCTOBER, NOVEMBER, & DECEMBER ACTIVITIES	
PARTNER ACTIVITIES	COLLEGE ACTIVITIES
<p><u>By end of the first week in October:</u> Finalize lists of which classes students will take in the Spring.</p> <p>Finalize Admission requirements for new students starting the Spring.</p> <p><u>By end of October:</u> Submit test scores to the Dual Credit Service Center.</p> <p><u>By Thanksgiving Break:</u> For schools in CTE Cooperative, participate in program planning for the next academic year.</p> <p>Host Dual Credit Recruiting Event at Partner campus.</p> <p><u>By December 15th:</u> Submit test scores to the Dual Credit Service Center.</p>	<p><u>By the end of October:</u> Complete Spring Registration.</p> <p><u>By Thanksgiving Break:</u> Program planning for next academic year with CTE Cooperative.</p> <p>Participate in Dual Credit Recruiting Events at Partner campuses.</p> <p><u>By December 15th:</u> Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration.</p> <p><u>By end of December:</u> Run Drop/Fail/Withdraw report.</p>



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: Verkada Camera Quote for New Facilities	Meeting Date: July 28, 2025
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- Action
- Information
- Discussion

Background:

Two quotes that follow this template are for the licensing of the remaining Verkada devices at the Intermediate and Fieldhouse.

Mr. Alvarado recommends going with the quote from ADA Technologies, \$53,825.00, contract # R18-2025-02-000049.

Fiscal Implications:

Cost of Cameras is Bond funded

Recommendation:

I recommend approving the quote from ADA Technologies

Suggested Motion:

I move to approve the _____ quote as presented.



ADA TECHNOLOGIES

14205 North Mopac Expy Ste 570 PMB 935452,
Austin, TX 78728
Phone: 432-269-9996

Quotation

Number: **1297**

Date: **07/23/2025**

Quote prepared for: **Roy Alvarado**

Bill To:
Roy Alvarado
Fort Stockton ISD
1204 W 2nd Street
Fort Stockton, TX 79735
Phone: (432)290-1331
Email: roy.alvarado@fsisd.net

Ship To:
Roy Alvarado
Fort Stockton ISD
1204 W 2nd Street
Fort Stockton, TX 79735
Phone: (432)290-1331
Email: roy.alvarado@fsisd.net

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	LIC-CAM-10Y-CAP	10-Year Camera License, Capacity Increase Mfr:	\$ 1,125.00	6	\$ 6,750.00
*2	LIC-CH52-10Y-CAP	10-Year CH52 Multisensor Camera License, Capacity Increase Mfr:	\$ 3,425.00	9	\$ 30,825.00
*3	LIC-SV-10Y-CAP	10-Year SV License, Capacity Increase Mfr:	\$ 1,250.00	13	\$ 16,250.00
3 item(s)			Sub-Total		\$ 53,825.00
			Tax @ 0%		\$ 0.00
			Freight		\$ 0.00
			Total		\$ 53,825.00

(*) Tax exempted Part(s)

Quote Valid Until: 08/22/2025

Payment Details

Pay by: Company PO
Payment Term: Due upon Receipt

Shipping and Delivery Details

Shipping via: UPS Ground

Other Details

Terms and Conditions

R18-2025-02-000049

Prepared by: **Steven Franco**

Email: sfranco@ada-tech.org

Phone: **432-269-9996**

ABACUS

COMPUTERS INC.

6 Desta Drive, Suite 1350
 Midland, TX 79705-5512
 Tel: 432-687-5424
 Fax: 432-682-7741

SHIP WEEK	PAGE	QUOTATION NO.	CANCEL DATE	CUST. NO.
	1	29818		FTSTISD

QUOTATION

QUOTED TO

Fort Stockton Independent School Distri
 A/P Manager
 101 West Division
 Ft. Stockton, TX 79735

SHIP TO

Ft. Stockton ISD
 PO#
 1204 W. 2nd Street
 Ft. Stockton, TX 79735

DATE 07/23/25	PURCHASE ORDER NO.	SHIP VIA	F.O.B.	TERMS Net 30	
CUSTOMER CONTACT Roy Alvarado	QUOTE VALID UNTIL 08/23/25	LOCATION	SALESPERSON Tim McNurlen	TERRITORY	
ITEM NO.	DESCRIPTION	DIR #	QTY	UNIT PRICE	EXTENSION
VEKLIC-CAM-10Y-CAP	Verkada 10Y Camera Lics, Capacity Increased	DIR-TSO-5095	6	\$ 1,154.00	\$ 6,924.00
VEKLIC-CH52-10Y-CAP	Verkada 10Y CH52 Multisensor Camera Lics, Capacit	DIR-TSO-4159	9	\$ 3,465.00	\$ 31,185.00
VEKLIC-SV-10Y-CAP	Verkada 10Y SV Lics, Capacity Increase	DIR-TSO-4159	13	\$ 1,284.00	\$ 16,692.00

SUBTOTAL
\$ 54,801.00

Tax

Freight
\$ 0.00

\$ 54,801.00

QUOTATION
29818

TOTAL ORDER VALUE



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: High School Local Credit EOC Classes	Meeting Date: July 28, 2025
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- Action
- Information
- Discussion

Background:

The approval of five local credit classes designed to allow students to strive for excellence and accelerate through the five EOC classes which are: Algebra I, Biology, English I & II, & U.S. History.

The local credit classes will take place in an accelerated block schedule where credit could be earned for the entire course in the Fall Semester if certain milestones and locally established metrics are met.

This is an expansion of our EOC Pathways program which has resulted in our best EOC passing rates in A-F History. These local credit classes will utilize the same TEKS set by the state for the official five EOC courses. The curriculum used will also be the same as the EOC.

The required grades and benchmark performance will be established by the campus leadership team in conjunction with FSISD curriculum dept to determine who accelerates.

This local credit course will be named the same as EOC with the prefix "Pre-"before the name. Example: Pre-Algebra, Pre-Biology.

Fiscal Implications: N/A

Recommendation:

I recommend approving the local credit courses and delegating the establishment of metrics to CLT.

Suggested Motion:

I move to approve the 5 local credit courses and delegate the establishment of metrics to CLT as presented.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: Transaction Engagement Letter with Live Oak for the 2025 defeasance of bond debt.	Meeting Date: July 28, 2025
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- Action
- Information
- Discussion

The following is a Transaction Engagement Letter with Live Oak (financial advisor).
This transaction is tailored specifically for the 2025 bond defeasance.

Fiscal Implications:

Recommendation: Approve the Engaging letter with Live Oak.

Suggested Motion: I move to approve the Engagement letter with Live Oak.



July 23, 2025

Dr. Gabriel Zamora
Superintendent
Fort Stockton Independent School District
101 W Division St.
Fort Stockton, Texas 79735

ENGAGEMENT LETTER

Fort Stockton Independent School District 2025 Defeasance of Unlimited Tax School Building Bonds, Series 2023

This Engagement (“Engagement”) is made for and between the Fort Stockton Independent School District, a Texas Public School (“District”), and Live Oak Public Finance, LLC regarding the District’s 2025 Defeasance of Unlimited Tax School Building Bonds, Series 2023 (“Issue”).

WITNESSETH

WHEREAS, District requires the service of a governmental municipal advisor to provide advice to the school district with respect to the issuance of bonds, notes or with other financing methods (“Obligations”) and other matters related to fiscal management.

WHEREAS, Advisor provides governmental municipal advisory services and is a Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to advise school districts in connection with the issuance of Obligations and other matters related to fiscal management.

WHEREAS, the parties desire to set forth the terms and conditions under which Advisor provides financial advisory services to District.

NOW, THEREFORE, the parties hereto, in consideration of mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

A. ADVISORY SERVICES:

The services to be provided under this Engagement are set forth below.

1. Survey of financial resources of District to determine the extent of capacity to authorize, issue and service debt, including the review of existing debt as compared with projected sources of revenue for debt service and a study of the trend of assessed valuation and future taxing requirements of the district.
2. Provide advice to, or on behalf of, the district with respect to the issuance of Obligations or other available types of financings, including advice with respect to the structure, timing, terms and other similar matters related to the development, implementation and issuance of the debt management plan



3. Advise District of current bond market conditions, forthcoming bond issues, and other general information and economic data which would reasonably be expected to influence interest rates or bidding conditions so that the date for the sale of any Obligations in the open market can be set at a time which is favorable to District.
4. Coordinate efforts with other parties in bond transactions such as bond counsel and paying agent/trustee.
5. Review financial aspects of order, notices, resolutions and certificates.

B. FEE SCHEDULE:

The fees for the services listed above for the Issue is \$5,000.00.

In addition, costs of issuance and Advisor's out-of-pocket expenses (including but not limited to: bond counsel, CPA fees for verification, travel, printing, shipping, and paying agent/registrar/trustee will be paid or reimbursed by the District out of the proceeds of the Obligations or other available funds of the District.

The payment of reimbursable expenses that Advisor has assumed on behalf of District shall NOT be contingent upon the delivery of the bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Advisor.

Services and fees for annual Continuing Disclosure filings under Securities Exchange Commission Rule 15c2-12 may be provided under a separate agreement between Advisor and District.

C. TERM AND SCOPE OF ENGAGEMENT:

This engagement relates only to the Issue.

D. MISCELLANEOUS:

1. Any claim or dispute arising out of or relating to this Engagement shall be subject to mediation as a condition precedent to the institution of a legal or equitable proceeding by either party.

E. MANDATORY DISCLOSURES:

Advisor agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are set forth below. Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and incorporated by reference as of the date thereof into this Engagement to the same extent as if set forth herein.

1. **Disclosures of Conflict of Interest.** Advisor makes the following disclosures with respect to material conflicts of interest in connection with its Engagement with the District, together with explanations of how Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Advisor mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates Advisor to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to Advisor's financial



or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- a) **Compensation-Based Conflicts.** The financial advisory fees due under Advisor's agreement with the District are contingent upon the completion of the financing for which Advisor is providing municipal advisory services and may be based on metrics such as the size of the financing. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Advisor to advise the District to complete a financing or to increase the size of a financing. This conflict of interest is mitigated by our fiduciary obligation to the District as described above.
- b) **Related Disclosure Relevant to the District.** Advisor may have made contributions to bond referendum campaigns or provided in-kind election-related assistance to bond referendum campaigns and the campaigns resulted in voter authorization for an issue under Advisor's agreement with the District. Similarly, Advisor may have made contributions to charitable organizations at the request of personnel of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with Advisor under its Agreement.
- c) **Other Municipal Advisor Relationships.** Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under its agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Advisor could potentially face a conflict of interest arising from these competing client interests.
- d) **Regulatory Counsel:** Advisor's general regulatory counsel, Bracewell LLP, may act as bond or disclosure counsel with respect to the District's financings. Regulatory counsel does not provide advice to Advisor with respect to specific transactions including with respect to Advisor's satisfaction of its fiduciary duty with respect to specific transactions.

2. **Disclosures Regarding Legal Events, Disciplinary History and Client Education and Protection.** MSRB Rule G-42 requires that municipal advisors provide to its clients certain disclosures of legal or disciplinary events material to the clients' evaluation of the municipal advisor or the integrity of the municipal advisor's management or personnel. Additionally, MSRB Rule G- 10 requires that municipal advisors provide to its clients certain disclosures of education and protection information. Accordingly, Advisor sets out below required disclosures and related information in connection with such disclosures.

- a) **Registration.** Advisor is registered with the US Securities and Exchange Commission and the MSRB. The website for the MSRB is www.msrb.org.



- b) **Client Brochure.** A municipal advisory client brochure is available to you on the MSRB website that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. The website for the MSRB Client Brochure is www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx
- c) **Material Legal or Disciplinary Events.** Advisor has no legal or disciplinary events to disclose and therefore there are no legal or disciplinary events that are material to the District's evaluation of Advisor or the integrity of Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- d) **Most Recent Change in Legal or Disciplinary Event Disclosure.** As required by the SEC, Advisor regularly updates its Forms MA and MA-I with information pertinent to the firm.
- e) **How to Access Form MA and Form MA-I Filings.** Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are located on the SEC's EDGAR system by searching for "Live Oak Public Finance" at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>

F. HOUSE BILL 89 VERIFICATION:

Live Oak Public Finance verifies that our company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Further, Live Oak Public Finance affirms that our company is not on any listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

G. SENATE BILL 9 VERIFICATION:

Live Oak Public Finance verifies that our company does not boycott energy companies and will not boycott energy companies through the life of this contract.

H. SENATE BILL 19 VERIFICATION:

Live Oak Public Finance verifies that our company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.





FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Discuss and take action on an order authorizing the issuance of “Unlimited Tax School Building Bonds Series 2025; levying a continuing direct annual ad valorem tax for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval of all the documents and procedures required in relation thereto; and providing an effective date

Meeting Date:

July 28, 2025

- Action
- Information
- Discussion

The following is the Bond Order for the issuance of the '2025 Bond Series of the unlimited tax school building bonds. This sale is \$42,000,000, leaving a balance of \$9,000,000.

This is the 3rd sale of the 2022 approved Bonds.

The blanks in the order will be filled in after final sales figures are determined. The legal documents will be available at the board meeting on Monday, with the correct figures.

Fiscal Implications:

Access \$42,000,000 from Bond

Recommendation:

Approve the Bond order for the issuance of” FSISD unlimited tax school building bonds Series 2025.”

Suggested Motion:

I move to approve the Bond Order for the issuance of the “FSISD unlimited tax school building bonds Series 2025” as presented.

AN ORDER BY THE BOARD OF TRUSTEES OF THE FORT STOCKTON INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF “FORT STOCKTON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A BOND PURCHASE AGREEMENT; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Governing Body*) of the Fort Stockton Independent School District (the *Issuer* or the *District*) hereby finds and determines that school building bonds in the total amount of \$_____ (being the principal amount of \$_____ plus an allocated amount of the [net] premium of \$_____), being the third installment or series of school building bonds approved and authorized to be issued at an election held on November 8, 2022 (the *Election*), should be issued and sold at this time; the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this order, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof as set forth herein and;

WHEREAS, the unlimited tax bonds approved and authorized to be issued, for the purposes of (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), including district-wide safety and security upgrades, renovations to all campuses, construction of a new intermediate campus classroom wing, improvements to the CTE facilities, the purchase of the necessary sites for school facilities, and the purchase of new school buses and (ii) payment of the costs of issuing the Bonds, as set forth below:

Purpose	Date Authorized	Amount (\$) Authorized	Amount (\$) Previously Issued	Amount (\$) Being Issued*	Unissued Balance (\$)
School Facilities, Purchase of Land, Purchase of Buses	November 8, 2022	84,000,000	35,000,000	_____	_____
		<u>84,000,000</u>	<u>35,000,000</u>	<u>_____</u>	<u>_____</u>

*Includes the Bonds and certain [net] premium allocations.

WHEREAS, pursuant to the provisions of Chapter 45, as amended, Texas Education Code (*Chapter 45*), the Issuer is authorized to issue unlimited tax school building bonds for authorized purposes;

WHEREAS, the Governing Body hereby finds and determines that the issuance of the school building bonds is in the best interests of the residents of the Issuer; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE FORT STOCKTON INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose - Bond Date. Unlimited tax school building bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title “FORT STOCKTON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025” (the *Bonds*), for the purposes of providing funds for (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), including district-wide safety and security upgrades, renovations to all campuses, construction of a new intermediate campus classroom wing, improvements to the CTE facilities, the purchase of the necessary sites for school facilities, and the purchase of new school buses and (ii) payment of the costs of issuing the Bonds, pursuant to the authority conferred by the Election and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code. The Bonds shall be dated August 15, 2025 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on February 1 in each of the years and in amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to be on or about August 27, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable initially on August 28, 2025 (an irregular interest payment date), and semiannually on each February 1 and August 1 thereafter (each, an *Interest Payment Date*).

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of Zions Bancorporation, National Association, Houston, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each Interest Payment Date for the Bonds) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

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

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. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the fifteenth day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Bonds. The Bonds stated to mature on February 1, 20__ and February 1, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in the years as set forth below:

<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 1, 20__</u>		<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 1, 20__</u>	
<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>
20__		20__	_____
20__		20__	_____
20__		20__	_____
20__		20__	_____
20__	*	20__	_____*

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on February 1, 20__ through February 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 1, 20__, and the Bonds having Stated Maturities on and after February 1, 20__, shall be subject to redemption prior to Stated Maturity, at the option of the Issuer on February 1, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the Governing Body of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds,

or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder

at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by the President or Vice President of the Governing Body under its seal reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said officers on the Bonds may be manual, electronic, or facsimile. Bonds bearing the manual, electronic, or facsimile signatures of individuals who are or were the proper officers of the Issuer on the Bond Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code. Upon payment for the Initial Bond, the Comptroller or the Paying Agent/Registrar (whichever entity has custody of the Initial Bond) shall cancel the Initial Bond. Thereupon, the Paying Agent/Registrar shall deliver to the Depository Trust Company on behalf of such Purchaser one registered definitive Bond for each year of maturity of the Bond, in the aggregate principal amount of all the Bonds for such Stated Maturity.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual, facsimile, or electronic signature or otherwise, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual, facsimile, or electronic signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$ _____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by

the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, including the Permanent School Fund Guarantee, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Pecos
FORT STOCKTON INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025

Bond Date:
August 15, 2025

Interest Rate:

Stated Maturity:

CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Fort Stockton Independent School District (the *Issuer*), a body corporate and political subdivision in the County of Pecos, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to be on or about August 27, 2025, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, 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 being payable initially on August 28, 2025 (an irregular interest payment date), and semiannually on each February 1 and August 1 thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date (except for the initial irregular interest payment date, for which the Record Date shall be the Closing Date). All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Bonds*) pursuant to an order adopted by the Governing Body of the Issuer (the *Order*) for the purpose of providing funds for (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), including district-wide safety and security upgrades, renovations to all campuses, construction of a new intermediate campus classroom wing, improvements to the CTE facilities, the purchase of the necessary sites for school facilities, and the purchase of new school buses, , and (ii) payment of the costs of issuing the Bonds, pursuant to the authority conferred by the election held in the Issuer on November 8, 2022, and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

The Bonds stated to mature on February 1, 20__ and February 1, 20__ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in the years as set forth below:

Term Bonds Stated to Mature on February 1, 20__		Term Bonds Stated to Mature on February 1, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>
20__	_____	20__	_____
20__	_____	20__	_____
20__	_____	20__	_____
20__	_____	20__	_____
20__	_____*	20__	_____*

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds stated to mature on and after February 1, 20__ through February 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 1, 20__, and the Bonds having Stated Maturities on and after February 1, 20__, shall be subject to redemption prior to Stated Maturity at the option of the Issuer on February 1, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding

thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the fifteenth day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

FORT STOCKTON INDEPENDENT
SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: Zions Bancorporation, National
Association, Houston, Texas, as Paying
Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. 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 thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

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.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. The Initial Bond for the Bonds shall be in the form set forth therefor in paragraph B of this Section, except as follows:

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED
NO. T-1

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Pecos
FORT STOCKTON INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025

Bond Date: August 15, 2025 Interest Rate: "As Shown Below" Stated Maturity: "As Shown Below" CUSIP NO: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Fort Stockton Independent School District (the *Issuer*), a body corporate and political subdivision in the County of Pecos, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the first day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about August 27, 2025) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on August 28, 2025 (an irregular interest payment date), and on each February 1 and August 1, thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of Zions Bancorporation, National Association, Houston, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers, or any series of Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer to appear under the following header:

PERMANENT SCHOOL FUND GUARANTEE

[END OF FORMS]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 37 of this Order have the meanings assigned to them in Section 37 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Official* shall mean each of the President, Board of Trustees, the Vice President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, and the Director of Financial Services (or any successor to any of the aforementioned persons serving, or any person serving on an interim basis or in an acting position in the indicated capacity).

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) 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 the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable

obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder or Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being initially on August 28, 2025 (an irregular interest payment date), and semiannually on each February 1 and August 1 thereafter, while any of the Bonds remain Outstanding.

F. The term *Order* shall mean this order adopted by the Governing Body on the date hereof.

G. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

- (1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 20 of this Order; and
- (3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

H. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

I. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 1 of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2025 FORT STOCKTON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 18. Any Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying

Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the fifteenth day next preceding each interest and principal payment date for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d), as amended, Texas Education Code and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest on the Bonds received from the Purchasers, if any, and any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) not expended for authorized purposes shall be

deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders-Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 16: Sale of Bonds at a Negotiated Sale – Authorization of Bond Purchase Agreement – Official Statement Approval – Use of Proceeds. The Bonds authorized by this Order are hereby sold by the District to **Frost Bank** as the authorized representative of a group of underwriters at a negotiated sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Bond Purchase Agreement (the *Bond Purchase Agreement*), dated July ___, 2025, attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of **Frost Bank**. Any Authorized Official is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Bond Purchase Agreement, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Bond Purchase Agreement are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Bond Purchase Agreement.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated July ___, 2025, in the reoffering, sale and delivery of the Bonds to the public. The President and the Secretary of the Governing Body are further authorized and directed to manually, facsimile, or electronically execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually, facsimile, or electronically executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver

a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. The District received a [net] reoffering premium from the sale of the Bonds of \$ _____ which is hereby allocated by the District in the following manner: (1) \$ _____ to pay the Purchasers' compensation; (2) \$ _____ shall be used to pay certain costs of issuance; (3) \$ _____ shall be counted against the District's voted authorization and deposited into the construction fund; and (4) \$ _____ (which is the rounding amount) shall be deposited into the interest and sinking fund; and

B. The balance of the proceeds derived from the sale of the Bonds (including the portion of the [net] reoffering premium in the amount of \$ _____ as described in paragraph A above and principal amount of \$ _____ derived from the sale of the Bonds) (after paying other costs of issuance and the other deposits referred to in Paragraph A above), shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Issuer's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.6, the Issuer has made application to, and received approval from, the Commissioner of Education of the State of Texas (the *Commissioner*) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

By virtue of the approval of the Bonds being eligible for such guarantee, the Issuer hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the Issuer of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the Issuer shall notify the Commissioner, in the name of the Issuer, of (a) the Issuer's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the Issuer to pay in full the principal of and interest on the Bonds which the Issuer is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the Issuer and

deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(3) If the Issuer fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the Issuer would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the Issuer is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the Issuer and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the Issuer fails to pay principal or interest on a Bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the Issuer's default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 20, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

SECTION 18: COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

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

secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

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

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

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

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

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

(A) proceeds of the Bonds invested for a reasonable temporary period of [3][5] years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

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

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

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

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

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

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

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

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

(d) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment

earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

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

(f) Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 19: Control and Custody of Bonds. The President of the Governing Body shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 20: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held

in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the Issuer, be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 21: Order a Contract - Amendments - Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may,

with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 22: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the Issuer may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, as amended, Texas Education Code (the *Program*). In each fiscal year in which the Issuer received funding under the existing debt allotment program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as Debt Subsidy Funds), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 23: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 24: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the President or Secretary of the Governing Body, is hereby approved and authorized.

SECTION 25: CUSIP Numbers. CUSIP numbers may be printed on 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 Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Purchasers, and the Holders.

SECTION 28: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 33: Authorization of Paying Agent/Registrar Agreement. The Governing Body hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 34: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 35: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 36: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Bond.

SECTION 37: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

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.

Undertaking means the District's continuing disclosure undertaking, described in Paragraphs B through E below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The Issuer shall file annually with the MSRB, (1) within six months after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit C hereto, and (2) within twelve months after the end of each fiscal year ending in or after 2024, financial statements of the Issuer. Any financial

statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such financial 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 such period, then the Issuer shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the Issuer's fiscal year. Copies of each audit report must also be filed in the office of the Issuer and with the President or Secretary, Board of Trustees. The Issuer's fiscal records and audit reports are available for public inspection during the regular business hours of the District. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

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

C. Notice of Certain Events.

The Issuer shall file 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 occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer 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;
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affects security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

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

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

D. Limitations, Disclaimers, and Amendments.

The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the

Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

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

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

No default by the Issuer in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the Issuer so amends the provisions of this

Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format- Incorporation by Reference.

The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit E, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the Issuer and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

SECTION 38: Book-Entry Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the

name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit F (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Bonds 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 or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 39: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal

and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Bond Purchase Agreement. In addition, prior to the initial delivery of the Bonds, each Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (1) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (2) obtain a rating from any nationally recognized rating service, or (3) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Bonds while the Bonds are outstanding and unpaid. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Reserved.

SECTION 41: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 42: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this 28th day of July 2025.

FORT STOCKTON INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

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INDEX TO EXHIBITS

- Exhibit A.....Paying Agent/Registrar Agreement
- Exhibit B..... Bond Purchase Agreement
- Exhibit C..... Description of Annual Financial Information
- Exhibit D..... Written Procedures Relating to Continuing Compliance with Federal
Tax Covenants
- Exhibit E..... General Policies and Procedures Concerning Compliance with the Rule
- Exhibit F DTC Letter of Representations

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B

Bond Purchase Agreement

See Tab No. __

EXHIBIT C

Description of Annual Financial Information

The following information is referred to in Section 37 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Within six months after the end of each fiscal year, the quantitative financial information and operating data of the District of the general type included in Appendix A of the Official Statement, exclusive of the information reflected under “VALUATION AND DEBT DATA – Estimated Overlapping Debt,” “Total Direct & Estimated Overlapping Debt,” “TAXATION DATA – Pro Forma Interest & Sinking Fund Management Index,” and “- Consolidated Schedule of Bonded Issue Principal Requirements ” and “- Consolidated Schedule of Bonded Issue Principal Requirements” (such information is referred to as the “Annual Filing Report”).
- (2) Within twelve months after the end of each fiscal year, the District’s audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the unaudited financial statements of the District appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT D

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the District's director of financial services (the *Responsible Person*), which currently is the District's Director of Financial Services, will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Bonds will be entered into within six (6) months of the date of delivery of the Bonds (the *Issue Date*);
- (ii) monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Bonds after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the District (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Bonds are outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT E

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 37 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District’s compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 37 of the Order, which provisions are a part of the Undertaking.

IV. The District is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District’s obligations under the Rule, the advice from and discussions with the District’s internal senior staff (including staff charged with administering the District’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Superintendent of the District or the Director of Financial Services (the *Compliance Officer*) shall be responsible for satisfying the District’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District’s information of the type described in Section 37 of the Order;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 37 of the Order;

4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District’s internal staff identified by the Compliance Officer to assist with the District’s satisfaction of the terms and provisions of the Undertaking.

EXHIBIT F

DTC Letter of Representations

See Tab No. __