

# Wylie Independent School District



## A G E N D A

### REGULAR SESSION – MONDAY, MARCH 21, 2022 – 5:00 P.M.

WYLIE ISD EDUCATIONAL SERVICE CENTER

951 S. Ballard

Wylie, Texas 75098

#### **A. Call to Order**

Roll Call, Establishment of Quorum

#### **B. Executive Session – Section 551, Texas Government Code (5:00 p.m.)**

1. Personnel – Texas Government Code Section 551.074 to deliberate 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.
  - a. Conduct Level III Hearing on Employee Complaint
  - b. Teacher Contracts
  - c. Additional Personnel Units
2. Real Estate – Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
3. Consultation with Legal Counsel – Texas Government Code Section 551.071, to consult with the District's attorney, in person or by phone, on a matter in which the duty of the attorney to the District, under the Texas Disciplinary Rules of Professional Conduct of the State Bar of

Texas clearly conflicts with Chapter 551 of the Texas Government Code, including to provide legal advice regarding a Level III employee complaint.

**C. Return to Open Session**

**D. Take Action on Level III Grievance**

**E. Board Workshop – Budget for the 2022-2023 School Year**

**F. Regular Meeting (Begins at approximately 7:00 p.m.)**

1. Invocation
2. Pledge of Allegiance

**G. Recognitions**

1. NCA High School Nationals Varsity Large Game Day Division – Wylie East High School
2. UIL Spirit State Championships – Wylie East High School
3. UIL Wrestling – Wylie East High School
4. HOSA: Future Health Professionals – Wylie High School
5. UIL Wrestling – Wylie High School

**H. Information Reports and Public Meetings (No Action Required)**

1. 2022-2023 Staffing Forecast

**I. Donations**

1. F. O. Birmingham Memorial Land Trust
2. Whitt Elementary School PTA

**J. Public Forum**

## **K. Action Items**

### **1. Consent Agenda**

- a. Minutes
- b. Approval of Financial Reports for February
  - 1. Financial Statements
  - 2. Investment Reports
  - 3. Student Nutrition Report
- c. Budget Amendment 7 for the 2021-2022 School Year

### **2. New and Unfinished Action Items**

- a. Discuss and consider adoption of an Order authorizing the issuance of Unlimited Tax Refunding Bonds, establishing sale parameters, authorization the execution of a Bond Purchase Agreement and Escrow Agreement; approving an Official Statement; and enacting other provisions relating to the subject.
- b. Personnel – Section 551.074 of the Texas Government Code
  - 1. Resignations
  - 2. Employment
  - 3. Teacher Contracts
  - 4. Additional Personnel Units

## **L. Adjournment**

## **Information Reports and Public Meetings (No Action Required)**

***Subject: 2022-2023 Staffing Forecast***

The presentation will present some important considerations for staffing into the next school year. As our district continues to grow, we will address where growth is projected and how many additional positions are recommended. We will briefly discuss other factors to examine that impact teacher and staff salary, as we continue to develop next year's budget.

*Contact: Casey Whittle, Assistant Superintendent for Human Resources*

# Donations

## **F. O. Birmingham Memorial Land Trust**

The F. O. Birmingham Memorial Land Trust presents a donation in the amount of \$667,000 to Wylie ISD to fund the Birmingham Grants. The funds will be allocated as follows: \$543,272 to the 1940's projects and \$123,728 to the 1950's projects.

### **Motion Requested**

***Accept the donation as presented by Administration.***

## **Whitt Elementary School PTA**

The Whitt Elementary School PTA donates \$28,063 to Whitt Elementary School to be used for flexible seating in the library.

### **Motion Requested**

***Accept the donation as presented by Administration.***

# Consent Agenda

**Subject: Board Minutes**

Attached for your review are the minutes from the Regular Meeting held on February 28, 2022. If no changes are noted, it is recommended that you approve the minutes as presented by administration.

*Contact: Rhonda Tracy, Assistant to the Superintendent*

**Subject: Financial Reports**

Attached for your review are the Financial Reports. If no changes are noted, it is recommended that you approve the report as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Investment Reports**

Attached for your review are the Investment Reports. If no changes are noted, it is recommended that you approve the report as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Student Nutrition Report**

Attached for your review are the Student Nutrition Report. If no changes are noted, it is recommended that you approve the report as presented.

*Contacts: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations and Dawn Lin, Director of Student Nutrition*

**Subject: Budget Amendment 7 for the 2021-2022 School Year**

Attached for your review is Budget Amendment 7 for the 2021-2022 School Year. It is recommended that you approve the budget amendment as presented by administration.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**MOTION REQUESTED**

***It is recommended that the Consent Agenda, Items "a-c", be approved as presented by Administration.***

**WYLIE INDEPENDENT SCHOOL DISTRICT  
WYLIE, TEXAS**

MONDAY, FEBRUARY 28, 2022 - BOARD MEETING - REGULAR SESSION:

The Wylie Independent School District Board of Trustees met in regular session on Monday, February 28, 2022, at the Wylie Independent School District Educational Service Center, 951 S. Ballard, Wylie, Texas, 75098.

CALL TO ORDER:

President, Stacie Smith, called the meeting to order at 6:01 p.m.

Board members present were:        Jacob Day, Mitch Herzog, Bill Howard,  
Heather Leggett and Stacie Smith

Matt Atkins arrived at 6:48 p.m.

Board members absent:                Kylie Reising

School Officials Present:            Superintendent Dr. David Vinson, Deputy  
Superintendent Dr. Kim Spicer, Assistant  
Superintendents Casey Whittle and Scott Roderick,  
Principals, Jason Ervin, Beth Craighead, Joey  
Welborn, Magan Porter, Ashala Foppe -  
Morris, Christa Smyder, Kellye Morton, Cody  
Summers, Tiffany Doolan, Brian Alexander,  
Ryan Bickley, Krista Wilson, Jamie Fletcher,  
Morgan Power, Vanessa Hudgins, Assistant  
Principal Carrie George, Chuy Oviedo,  
Executive Director for Secondary Education  
Dr. Stephen Davis, Executive Director for  
Elementary Education Joei Shermer, Executive  
Director for Public Relations Ian Halperin,  
Executive Director for Student Services Dr.  
Maricela Helm, Executive Director for  
Communications April Cunningham, Executive  
Director of Athletics Kyle Craighead, Director  
of Security Brian Kelly, Director of Special  
Education Sara Roland, Director of the Wylie  
Way Amanda Martin, Director of Academic and  
Career Connections Jason Hudson, (Continued on  
next page)

Wylie Independent School District  
Board of Trustees  
Regular Session  
February 28, 2022  
Page Two

School Officials Present (continued)

Director of Policy, Governance and Grants Dr.  
Jessica Branch, Director of Assessment and  
Accountability Dr. Judy Bolen, Director of  
Recruitment and Retention Missy Hefty  
Coordinator of Web/Multimedia/Communications  
Doug Bellamy, Audi/Visual Technician Daniel  
Dollar, Assistant to the Superintendent Rhonda  
Tracy, Administrative Assistant to the Assistant  
Superintendent for Student Services Joelle  
Dudrow, Administrative Assistant for the  
Assistant Superintendent for Finance and  
Operations Donna Nettles, Administrative  
Assistant for Communications LaWanna  
Moody, District Receptionist Vidi Almonte

Visitors: Approximately 60

EXECUTIVE SESSION:

At 6:02 p.m., the board was called into Executive Session to discuss the following:

1. Personnel – Section 551.074 of the Texas Government Code
2. Real Estate
3. Consultation with Legal Counsel
4. Additional Personnel
5. Administrator Contracts

OPEN SESSION:

At 7:00 p.m., the meeting moved into open session.



Wylie Independent School District  
Board of Trustees  
Regular Session  
February 28, 2022  
Page Three

#### RECOGNITIONS

Maria Oviedo-Alcaraz – Assistant Principal, Bush Elementary  
Distributive Education Clubs of America (DECA) – Wylie High School  
Texas Academic Decathlon – Wylie High School  
HOSA – Future Health Professionals – Wylie East High School  
HOSA – Future Health Professionals – Wylie High School  
Business Professionals of America (BPA) – Wylie East High School  
Business Professionals of America (BPA) – Wylie High School

#### INFORMATION REPORTS AND PUBLIC MEETINGS (No ACTION REQUIRED)

1. The Texas Academic Performance Report was presented by Dr. Kim Spicer.
2. Dr. Kim Spicer presented “Closing the Gaps on Wylie ISD Student Achievement”.

#### DONATIONS

The board received a donation in the amount of \$11,566 from the Truett and Rita Smith Foundation Fund of the Catholic Foundation to Smith Elementary School to be used for student scholarships and teacher professional development

M/M by Heather Leggett and seconded by Matt Atkins to accept the donation of \$11,566 from the Truett and Rita Smith Foundation Fund of the Catholic Foundation to Smith Elementary School to be used for student scholarships and teacher professional development as presented by administration

Motion carried unanimously, 6-0.

The board received a donation in the amount of \$6,314 from Wylie United Methodist Church to Dodd Elementary School to be used for an outdoor learning center.

M/M by Jacob Day and seconded by Bill Howard to accept the donation of \$6,314 from Wylie United Methodist Church to Dodd Elementary School to be used for an outdoor learning center as presented by administration

Motion carried unanimously, 6-0.

PUBLIC FORUM

Name	Address	Telephone	Topic
Virddie Montgomery	7511 Taylor Lane		Tennis Courts
Jeffrey Keech			
Jill Palmer			
Michael Schwerin			
Randi Jackson	210 Tanglewood Dr. Wylie	214 429 9311	Finances and Priorities

ACTION ITEMS:

1. Consent Agenda
  - a. Minutes
  - b. Financial Reports
    1. Financial Reports
    2. Investment Reports
    3. Student Nutrition Reports
  - c. Budget Amendment 6 for the 2021-2022 School Year
  - d. Consider Approval of Wylie ISD Staff Development Waiver for 2022-2023
  - e. Consider Approval of RFP 2022-010-106 – Videographer Services
  - f. Consider Approval of Out of State Student Trip – WEHS AFJROTC – Pensacola, FL

M/M by Matt Atkins and seconded by Mitch Herzog to approve the Consent Agenda, Items “a-f”, as presented by administration

Motion carried unanimously, 6-0.

2. New and Unfinished Action Items

- a. Consider Approval of Board Policy Update – FMG(LOCAL)

Wylie Independent School District  
Board of Trustees  
Regular Session  
February 28, 2022  
Page Five

M/M by Bill Howard and seconded by Heather Leggett to approve Board Policy Update – FMG(LOCAL) as presented by administration

Motion carried unanimously, 6-0.

b. Consider Approval of District of Innovation Plan Renewal

M/M by Jacob Day and seconded by Matt Atkins to approve the District of Innovation Plan Renewal as presented by administration

Motion carried unanimously, 6-0.

c. Consider Approval of Emergency Closure Resolution

M/M by Mitch Herzog and seconded by Heather Leggett to approve the Emergency Closure Resolution as presented by administration

Motion carried unanimously, 6-0.

d. Personnel – Section 551.074 of the Texas Government Code

1. Resignations
2. Employment
3. Additional Personnel Units
4. Administrator Contracts

M/M by Matt Atkins and seconded by Jacob Day to approve resignations, Employment, additional personnel units and Administrator Contracts as presented by administration

Motion carried unanimously, 6-0.

Wylie Independent School District  
Board of Trustees  
Regular Session  
February 28, 2022  
Page Six

ADJOURNMENT:

At 8:12 p.m., the meeting was adjourned by mutual consent.

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Stacie Smith, President

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Kylie Reising, Secretary

**Wylie Independent School District**

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# **Interim Financial Reports**

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**February 28, 2022**

# **Wylie Independent School District**

## **Interim Financial Reports**

**As of February 28, 2022**

### **Table of Contents**

<b>Financial Statements</b>	<b>Page</b>
<b>Balance Sheet - All Governmental Funds</b>	<b>A</b>
<b>Financial Statements - Budget and Actual:</b>	
General Fund	B
Special Revenue Fund	C
Food Service Fund	D
Debt Service Fund	E
Capital Projects Fund	F

# Wylie Independent School District

## Balance Sheet

### All Governmental Funds

February 28, 2022

		<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>
<b>Assets</b>					
1110	Cash and cash equivalents	\$ 3,303,279	\$ 405,973	\$ 10,198	\$ 153,339
1120	Current investments	102,054,097	4,883,433	37,283,856	28,196,964
1225	Taxes receivable, net	740,195	-	321,262	-
1240	Due from other governments	-	11,092	-	-
1250	Accrued Interest	-	-	-	-
1260	Due from other funds	891,581	2,500	-	-
1290	Other receivables	-	2,830	-	-
1300	Inventories	200,178	-	-	-
1490	Other current assets	<u>2,563</u>	<u>-</u>	<u>-</u>	<u>91,901</u>
1000	<b>Total Assets</b>	<u>\$ 107,191,893</u>	<u>\$ 5,305,827</u>	<u>\$ 37,615,316</u>	<u>\$ 28,442,204</u>
<b>Liabilities</b>					
2110	Accounts payable	\$ 554	(188)	\$ -	\$ 7,443,798
2150	Payroll deductions & withholdings	1,398,675	59,022	-	-
2160	Accrued wages payable	-	-	-	-
2170	Due to other funds	889,081	-	-	-
2180	Due to other governments	91	145	76,283	-
2200	Accrued expenditures	-	943,921	-	-
2300	Unearned revenue	-	-	-	-
2400	Payable from restricted assets	-	-	-	-
2600	Deferred Inflows	<u>740,195</u>	<u>-</u>	<u>321,262</u>	<u>-</u>
2000	<b>Total Liabilities</b>	<u>3,028,596</u>	<u>1,002,900</u>	<u>397,545</u>	<u>7,443,798</u>
<b>Fund Balances</b>					
3410	Investments in inventory	\$ 194,333	-	-	-
3430	Reserve for Prepaid Items	-	-	-	-
3450	Restricted for Federal/State Funds Grant Restrictions	1,369,032	1,532,705	-	-
3470	Reserve for Capital Acq. Prog and Contractual Obligations	-	-	-	20,998,406
3480	Restricted for Retirement of Long-Term Debt	-	-	37,217,771	-
3490	Other reserves of fund balance	467,456	304,028	-	-
3540	Designated Fund Balance - Campus Activity Fund	-	943,179	-	-
3570	Assigned Fund Balance - Capital Exp. - Equipment	2,822,311	-	-	-
3590	Other Designated Fund Balances	590,757	-	-	-
3600	Unassigned Fund Balance	<u>98,719,408</u>	<u>1,523,015</u>	<u>-</u>	<u>-</u>
3000	<b>Total Fund Balances</b>	<u>104,163,297</u>	<u>4,302,927</u>	<u>37,217,771</u>	<u>20,998,406</u>
4000	<b>Total Liabilities and Fund Balances</b>	<u>\$ 107,191,893</u>	<u>\$ 5,305,827</u>	<u>\$ 37,615,316</u>	<u>\$ 28,442,204</u>

# Wylie Independent School District

## Budget and Actual

### General Fund

February 1, 2022 through February 28, 2022

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 80,748,900	\$ 78,504,876	97.22%
5800	State sources	88,259,383	46,486,824	52.67%
5900	Federal sources	<u>1,731,800</u>	<u>1,097,362</u>	<u>63.37%</u>
	<b>Total Revenues</b>	<b><u>170,740,083</u></b>	<b><u>126,089,062</u></b>	<b><u>73.85%</u></b>
<b>Expenditures</b>				
11	Instruction	103,708,818	51,789,510	49.94%
12	Instructional resources & media	1,319,551	629,120	47.68%
13	Staff development	5,055,526	2,871,618	56.80%
21	Instructional administration	1,668,325	1,079,196	64.69%
23	School administration	9,090,864	5,687,674	62.56%
31	Guidance and counseling	4,401,224	2,483,588	56.43%
32	Social Work Services	55,447	30,677	55.33%
33	Health services	1,918,311	1,073,318	55.95%
34	Student transportation	7,510,675	3,679,985	49.00%
35	Food Services	10,000	8,172	81.72%
36	Co-curricular activities	5,259,801	3,097,183	58.88%
41	General administration	7,007,342	4,341,405	61.96%
51	Plant maintenance & operations	17,819,775	9,975,076	55.98%
52	Security	1,986,129	968,215	48.75%
53	Technology	5,177,313	2,476,056	47.83%
61	Community service	1,100	207	18.80%
71	Debt service	1,606,628	1,039,589	64.71%
81	Facilities Acquisition and Construction	1,276,769	378,197	29.62%
95	JJAEP Programs	96,000	-	0.00%
99	Other Intergovernmental Charges	830,121	591,835	71.29%
	<b>Total Expenditures</b>	<b><u>175,799,719</u></b>	<b><u>92,200,621</u></b>	<b><u>52.45%</u></b>
	<b>Excess Revenues Over/(Under) Expenditures</b>	<b><u>(5,059,636)</u></b>	<b><u>33,888,441</u></b>	
7XXX	Other Financing Sources	-	18,161	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<b><u>-</u></b>	<b><u>18,161</u></b>	
	Actual Fund Balance - July 1, 2021	<u>70,256,694</u>	<u>70,256,694</u>	
	<b>Estimated Fund Balance - Ending</b>	<b><u>\$ 65,197,058</u></b>	<b><u>\$ 104,163,297</u></b>	

**Notes:**

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\*\* May be off < > \$1 due to rounding.



# WYLIE INDEPENDENT SCHOOL DISTRICT

## Budget - Revenue Detail

### General Fund

February 1, 2022 through February 28, 2022

	<u>Original Budget</u>	<u>Approved Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>REVENUES</b>				
<b>Local Resources</b>				
5711 Taxes, Current Year Levy	\$ 78,529,675	\$ 78,529,675	\$ 76,813,975	97.82%
5712 Taxes, Prior Years	300,000	300,000	105,325	35.11%
5716 Penalties and Interest	210,000	210,000	94,301	44.91%
5719 Other Tax Revenue	20,000	20,000	31,874	159.37%
Total Property Tax Revenue	79,059,675	79,059,675	77,045,475	97.45%
<b>Other Local Revenue</b>				
5735 Student Transfer Tuition	30,000	30,000	28,118	93.73%
5737 Summer School Tuition	50,000	50,000	5,026	10.05%
5742 Earnings from Investments	175,000	175,000	72,973	41.70%
5743 Rent	500,000	500,000	263,888	52.78%
5744 Donations	127,116	229,818	106,703	46.43%
5745 Insurance Recovery	-	25,000	25,000	100.00%
5749 Other Revenue from Local Sources	288,707	310,707	658,129	211.82%
5752 Athletic Activity	368,700	368,700	299,564	81.25%
Total Other Local Resources	1,539,523	1,689,225	1,459,401	86.39%
<b>Total Local Resources</b>	<b>80,599,198</b>	<b>80,748,900</b>	<b>78,504,876</b>	<b>97.22%</b>
<b>State Sources</b>				
5811 Per Capita Apportionment	3,437,259	3,437,259	1,922,031	55.92%
5812 Foundation School Program (FSP)	75,391,170	75,391,170	38,833,491	51.51%
5819 Other FSP Revenues	-	-	145,929	
5829 State Revenue	-	126,863	126,863	100.00%
5831 TRS on Behalf	9,297,566	9,297,566	5,451,985	58.64%
5842 Supplemental State Visually Impaired	-	6,525	6,525	100.00%
5849 SSA State Revenues	-	-	-	
<b>Total State Revenue</b>	<b>88,125,995</b>	<b>88,259,383</b>	<b>46,486,824</b>	<b>52.67%</b>
<b>Federal Resources</b>				
5919 Indirect Costs from Federal Funds (TEA)	-	-	-	
5929 Indirect Costs from Federal Funds (SSA)	-	-	802,575	
5931 School Health Services (SHARS)	1,500,000	1,500,000	59,678	3.98%
5932 Medicaid Adm Claiming Program (MAC)	8,000	8,000	43,729	546.61%
5939 State Comp/Flood Area	3,800	3,800	4,836	127.26%
5941 Impact Aid	100,000	100,000	89,781	89.78%
5946 Federal Revenue from Federal Agencies	120,000	120,000	96,763	80.64%
<b>Total Federal Revenue</b>	<b>1,731,800</b>	<b>1,731,800</b>	<b>1,097,362</b>	<b>63.37%</b>
<b>TOTAL REVENUES</b>	<b>\$ 170,456,993</b>	<b>\$ 170,740,083</b>	<b>\$ 126,089,062</b>	<b>73.85%</b>

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### General Fund

February 1, 2022 through February 28, 2022

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>EXPENSES</b>				
<b>6100s</b>				
6100-6199 Payroll	\$ 142,820,493	\$ 142,645,225	\$ 76,435,574	53.58%
<b>6200s</b>				
6200-6299 Professional & Contracted Services	10,214,761	10,894,510	5,997,244	55.05%
<b>6300s</b>				
6300-6399 Supplies & Materials	9,990,319	13,435,793	5,732,798	42.67%
<b>6400s</b>				
6400-6499 Other Operating Costs	4,325,282	4,430,795	2,435,797	54.97%
<b>6500s</b>				
6500-6599 Debt Services	1,606,628	1,606,628	1,039,589	64.71%
<b>6600s</b>				
6600-6699 Capital Outlay	1,499,510	2,786,768	559,618	20.08%
<b>TOTAL EXPENSES</b>	<b>\$ 170,456,993</b>	<b>\$ 175,799,719</b>	<b>\$ 92,200,621</b>	<b>52.45%</b>

# Wylie Independent School District

## Budget and Actual

### Special Revenue Fund

February 1, 2022 through February 28, 2022

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 2,275,393	\$ 2,277,574	100.10%
5800	State sources	616,706	609,304	98.80%
5900	Federal sources	<u>20,034,021</u>	<u>5,518,691</u>	<u>27.55%</u>
	<b>Total Revenues</b>	<b><u>22,926,120</u></b>	<b><u>8,405,569</u></b>	<b><u>36.66%</u></b>
<b>Expenditures</b>				
11	Instruction	14,961,785	5,784,555	38.66%
12	Instructional resources & media	180,075	110,344	61.28%
13	Staff development	1,996,158	586,473	29.38%
21	Instructional administration	29,649	28,859	97.33%
23	School administration	610,237	194,292	31.84%
31	Guidance and counseling	3,170,676	1,105,069	34.85%
32	Social Work Services	25,229	21,694	85.99%
33	Health services	29,682	29,614	99.77%
34	Student transportation	57,152	56,100	98.16%
35	Food Service	52,258	50,829	97.27%
36	Co-curricular activities	1,085,909	638,785	58.82%
41	General administration	1,123,918	75,918	6.75%
51	Plant maintenance & operations	308,248	173,991	56.45%
52	Security	380,330	378,805	99.60%
53	Technology	34,550	34,550	100.00%
61	Community service	26,552	4,939	18.60%
81	Facilities Acquisition and Construction	-	-	0.00%
	<b>Total Expenditures</b>	<b><u>24,072,408</u></b>	<b><u>9,274,818</u></b>	<b><u>38.53%</u></b>
	<b>Excess Revenues Over/(Under) Expenditures</b>	<b>(1,146,288)</b>	<b>(869,249)</b>	
7XXX	Other Financing Sources	-	-	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<b><u>-</u></b>	<b><u>-</u></b>	
	Actual Fund Balance - July 1, 2021	<u>1,428,435</u>	<u>1,428,435</u>	
	<b>Estimated Fund Balance - Ending</b>	<b><u>\$ 282,146</u></b>	<b><u>\$ 559,186</u></b>	

**Notes:**

**Estimated Fund Balance - Ending does not include food service**

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\* May be off < > \$1 due to rounding.

# Wylie Independent School District

## Budget and Actual

### Food Service Fund

February 1, 2022 through February 28, 2022

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 3,300,126	\$ 722,710	21.90%
5800	State sources	220,000	30,364	13.80%
5900	Federal sources	<u>3,684,515</u>	<u>5,460,662</u>	<u>148.21%</u>
	<b>Total Revenues</b>	<u><b>7,204,641</b></u>	<u><b>6,213,736</b></u>	<u><b>86.25%</b></u>
<b>Expenditures</b>				
35	Food Services	8,095,401	3,918,793	48.41%
51	Plant Maintenance and Operations	10,740	5,138	47.84%
71	Debt Service (copiers)	4,500	-	0.00%
81	Facilities Acquisition and Construction	<u>-</u>	<u>-</u>	<u>0.00%</u>
	<b>Total Expenditures</b>	<u><b>8,110,641</b></u>	<u><b>3,923,931</b></u>	<u><b>48.38%</b></u>
	<b>Excess Revenues Over/(Under) Expenditures</b>	(906,000)	2,289,805	
7XXX	Other Financing Sources	-	771	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<u><b>-</b></u>	<u><b>771</b></u>	
Actual Fund Balance - July 1, 2021				
		<u>1,453,165</u>	<u>1,453,165</u>	
Estimated Fund Balance - Ending				
		<u><b>\$ 547,165</b></u>	<u><b>\$ 3,743,741</b></u>	

**Notes:**

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\* May be off < > \$1 due to rounding.

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Budget - Revenue Detail

### Food Service Fund

February 1, 2022 through February 28, 2022

	<u>Original Budget</u>	<u>Approved Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>REVENUES</b>				
<b>Other Local Revenue</b>				
5742 Earnings from Investments	\$ 35,000	\$ 35,000	\$ 1,203	3.44%
5745 Insurance Recovery	-	-	-	
5749 Other Revenue from Local Sources	10,175	10,175	496	4.87%
5751 Food Service Activity	3,254,951	3,254,951	721,012	22.15%
<b>Total Local Resources</b>	<u>3,300,126</u>	<u>3,300,126</u>	<u>722,710</u>	<u>21.90%</u>
<b>State Sources</b>				
5829 State Revenue	45,000	45,000	14,109	31.35%
5831 TRS on Behalf	175,000	175,000	16,254	9.29%
<b>Total State Revenue</b>	<u>220,000</u>	<u>220,000</u>	<u>30,364</u>	<u>13.80%</u>
<b>Federal Resources</b>				
5919 Federal Revenue	-	-	-	
5921 NSLP-School Breakfast	657,462	657,462	886,036	134.77%
5922 NSLP - School Lunch	2,418,285	2,418,285	4,554,617	188.34%
5923 USDA Donated Commodities	608,768	608,768	-	0.00%
5939 Fed Rev Distributed by TX Govt Agency			20,009	
<b>Total Federal Revenue</b>	<u>3,684,515</u>	<u>3,684,515</u>	<u>5,460,662</u>	<u>148.21%</u>
<b>TOTAL REVENUES</b>	<u><b>\$ 7,204,641</b></u>	<u><b>\$ 7,204,641</b></u>	<u><b>\$ 6,213,736</b></u>	<u><b>86.25%</b></u>

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### Food Service Fund

February 1, 2022 through February 28, 2022

		<u>Original Budget</u>	<u>Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>EXPENSES</b>					
<b>6100s</b>					
6100-6199	Payroll	\$ 3,691,465	\$ 3,441,465	\$ 1,679,076	48.79%
<b>6200s</b>					
6200-6299	Professional & Contracted Services	82,740	75,240	57,071	75.85%
<b>6300s</b>					
6300-6399	Supplies & Materials	3,389,686	4,512,486	2,171,115	48.11%
<b>6400s</b>					
6400-6499	Other Operating Costs	21,250	25,450	16,668	65.49%
<b>6500s</b>					
6500-6599	Debt Services	4,500	4,500	0	0.00%
<b>6600s</b>					
6600-6699	Capital Outlay	15,000	51,500	0	0.00%
<b>TOTAL EXPENSES</b>		<b>\$ 7,204,641</b>	<b>\$ 8,110,641</b>	<b>\$ 3,923,931</b>	<b>48.38%</b>

# Wylie Independent School District

## Budget and Actual

### Debt Service Fund

February 1, 2022 through February 28, 2022

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
	<b>Revenues</b>			
5700	Local & intermediate sources	\$ 37,030,891	\$ 36,563,840	98.74%
5800	State sources	-	1,016,600	0.00%
	<b>Total Revenues</b>	<b>37,030,891</b>	<b>37,580,440</b>	<b>101.48%</b>
	<b>Expenditures</b>			
71	Debt service	37,030,891	36,481,431	98.52%
	<b>Total Expenditures</b>	<b>37,030,891</b>	<b>36,481,431</b>	<b>98.52%</b>
	<b>Excess Revenues Over/(Under) Expenditures</b>	<b>-</b>	<b>1,099,008</b>	
7XXX	Other Financing Sources	-	-	
8XXX	Other Financing Uses	-	-	
	<b>Total Other Financing Sources/(Uses)</b>	<b>-</b>	<b>-</b>	
	Actual Fund Balance - July 1, 2021	36,118,763	36,118,763	
	<b>Estimated Fund Balance - Ending</b>	<b>\$ 36,118,763</b>	<b>\$ 37,217,771</b>	

**Notes:**

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\* May be off < > \$1 due to rounding.

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Budget - Revenue Detail

### Debt Service Fund

February 1, 2022 through February 28, 2022

	<u>Original Budget</u>	<u>Approved Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
<b>REVENUES</b>				
<b>Local Resources</b>				
5711 Taxes, Current Year Levy	\$ 36,805,891	\$ 36,805,891	\$ 36,467,413	99.08%
5712 Taxes, Prior Years	120,000	120,000	43,708	36.42%
5716 Penalties and Interest	75,000	75,000	40,863	54.48%
5719 Other Tax Revenue	-	-	-	
Total Property Tax Revenue	<u>37,000,891</u>	<u>37,000,891</u>	<u>36,551,984</u>	<u>98.79%</u>
<b>Other Local Revenue</b>				
5742 Earnings from Investments	30,000	30,000	11,856	39.52%
5749 Other Revenue from Local Sources	-	-	-	
Total Other Local Resources	<u>30,000</u>	<u>30,000</u>	<u>11,856</u>	<u>39.52%</u>
<b>Total Local Resources</b>	<u>37,030,891</u>	<u>37,030,891</u>	<u>36,563,840</u>	<u>98.74%</u>
<b>State Sources</b>				
5829 State Revenue	-	-	1,016,600	
<b>Total State Revenue</b>	<u>-</u>	<u>-</u>	<u>1,016,600</u>	
<b>TOTAL REVENUES</b>	<u><u>\$ 37,030,891</u></u>	<u><u>\$ 37,030,891</u></u>	<u><u>\$ 37,580,440</u></u>	<u><u>101.48%</u></u>



# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### Debt Service Fund

February 1, 2022 through February 28, 2022

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>
EXPENSES				
6500s				
6500-6599 Debt Services	37,030,891	37,030,891	36,481,431	98.52%
<b>TOTAL EXPENSES</b>	<b>\$ 37,030,891</b>	<b>\$ 37,030,891</b>	<b>\$ 36,481,431</b>	<b>98.52%</b>

**Wylie Independent School District**  
**Budget and Actual**  
**Capital Projects Fund**  
February 1, 2022 through February 28, 2022

				100.00%
		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	-	25,175	0.00%
	<b>Total Revenues</b>	<b>-</b>	<b>25,175</b>	
<b>Expenditures</b>				
11	Instructional	-	-	0.00%
12	Instructional Resources & Media	-	-	0.00%
23	School administration	-	-	0.00%
31	Guidance and counseling	-	-	0.00%
33	Health Services	-	-	0.00%
34	Capital Outlay	694	-	0.00%
36	Co-curricular Activities	-	-	0.00%
41	General administration	-	-	0.00%
51	Plant Maintenance & Operations	1,358,008	588,643	43.35%
52	Security & Monitoring	-	-	0.00%
53	Technology	-	-	0.00%
71	Debt Service	30,489	-	0.00%
81	Capital outlay	47,011,619	26,908,620	57.24%
	<b>Total Expenditures</b>	<b>48,400,810</b>	<b>27,497,263</b>	
<b>Excess Revenues Over/(Under) Expenditures</b>		<b>(48,400,810)</b>	<b>(27,472,088)</b>	
7XXX	Other Financing Sources	-	-	
8XXX	Other Financing Uses	-	-	
	<b>Total Other Financing Sources/(Uses)</b>	<b>-</b>	<b>-</b>	
Actual Fund Balance - July 1, 2021		48,470,494	48,470,494	
<b>Estimated Fund Balance - Ending</b>		<b>\$ 69,684</b>	<b>\$ 20,998,406</b>	

**Notes:**

- \* The budget will be amended throughout the year as needed.
- \*\* Year-To-Date Actuals includes all revenues and expenditures.
- \*\*\* May be off < > \$1 due to rounding.

**Wylie Independent School District**

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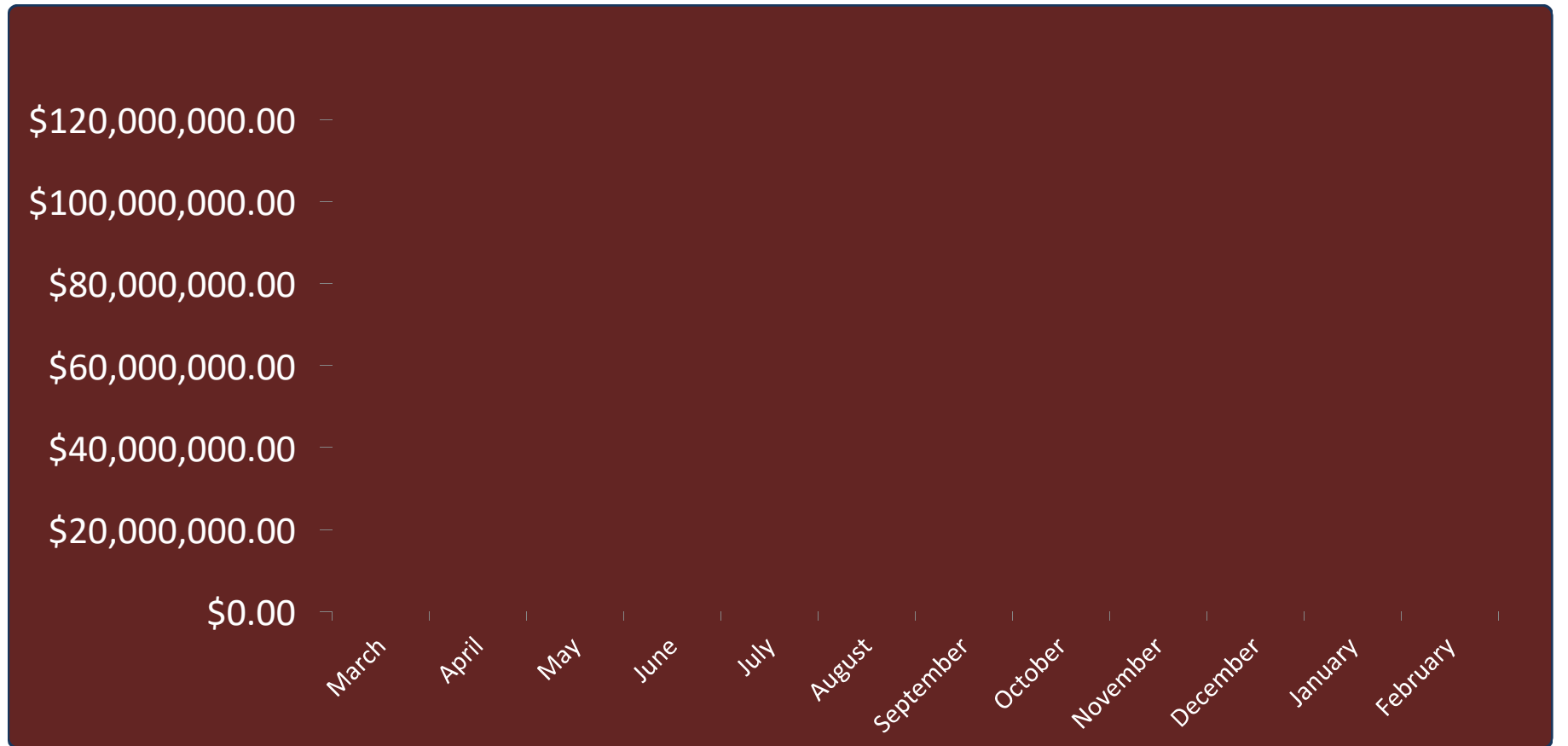
# **Monthly Investment Report**

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**2/28/2022**

**Wylie Independent School District**  
**Market Value of Operating Fund Investments**  
**For the Twelve Months Ending February 28, 2022**

	March	April	May	June	July	August	September	October	November	December	January	February
<b>Total</b>	<b>\$86,582,486.23</b>	<b>\$79,842,332.65</b>	<b>\$73,512,000.05</b>	<b>\$65,159,851.14</b>	<b>\$62,555,932.92</b>	<b>\$62,082,681.73</b>	<b>\$65,784,043.89</b>	<b>\$68,808,029.37</b>	<b>\$69,579,645.10</b>	<b>\$99,999,970.46</b>	<b>\$109,761,400.22</b>	<b>\$104,341,365.27</b>
<b>Inwood</b>	<b>\$1,057,785.38</b>	<b>\$1,079,794.79</b>	<b>\$1,165,023.25</b>	<b>\$1,130,506.20</b>	<b>\$1,291,650.77</b>	<b>\$1,222,954.89</b>	<b>\$1,131,994.98</b>	<b>\$1,138,255.68</b>	<b>\$1,269,957.32</b>	<b>\$1,004,690.19</b>	<b>\$1,095,276.92</b>	<b>\$1,327,918.60</b>
<b>Lone Star/Landing Rock</b>	<b>\$85,524,700.85</b>	<b>\$78,762,537.86</b>	<b>\$72,346,976.80</b>	<b>\$64,029,344.94</b>	<b>\$61,264,282.15</b>	<b>\$60,859,726.84</b>	<b>\$64,652,048.91</b>	<b>\$67,669,773.69</b>	<b>\$68,309,687.78</b>	<b>\$98,995,280.27</b>	<b>\$108,666,123.30</b>	<b>\$103,013,446.67</b>



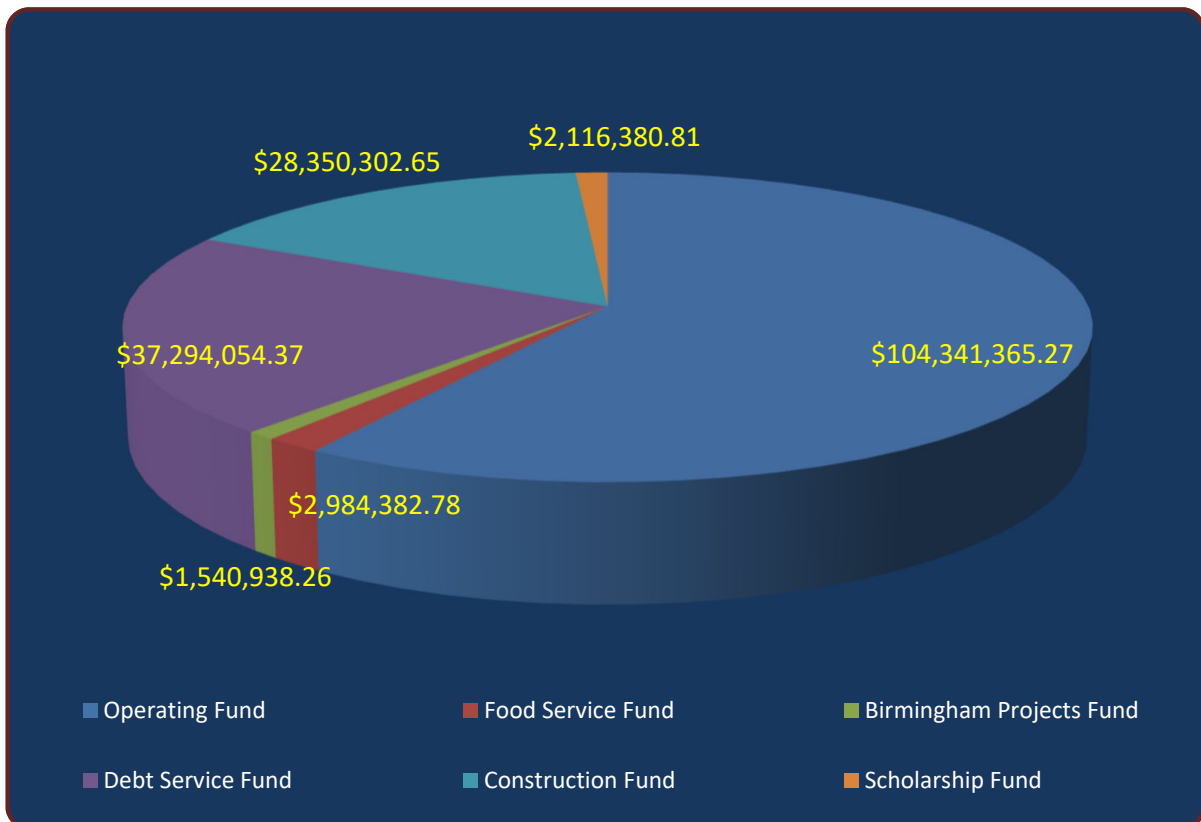
# Wylie Independent School District

## Market Value of Investments

As of February 28, 2022

Operating Fund	\$ 104,341,365.27
Food Service Fund	\$ 2,984,382.78
Birmingham Projects Fund	\$ 1,540,938.26
Debt Service Fund	\$ 37,294,054.37
Construction Fund	\$ 28,350,302.65
Scholarship Fund	\$ 2,116,380.81
<b>TOTAL</b>	<b><u>\$ 176,627,424.14</u></b>

## TOTAL PORTFOLIO



# Wylie Independent School District

## Current Period Change in Market Value

February 1, 2022 through February 28, 2022

<u>Fund</u>	<u>Investment Description</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Change</u>
199	<b>Operating Fund</b>			
	Inwood National Bank	1,095,276.92	1,327,918.60	232,641.68
	Lone Star Investment Fund	96,397,778.41	90,742,748.95	(5,655,029.46)
	Landing Rock Cash Mgt (form. USA Mutual)	12,268,344.89	12,270,697.72	2,352.83
240	<b>Food Service Fund</b>			
	Inwood National Bank	133,090.42	132,297.92	(792.50)
	Lone Star Investment Fund	2,666,852.09	2,852,084.86	185,232.77
4XX	<b>Birmingham Projects Fund</b>			
	Inwood National Bank	514,090.14	468,212.82	(45,877.32)
	LOGIC Escrow 1940 Trust	914,144.65	901,219.34	(12,925.31)
	LOGIC Escrow 1950 Trust	171,485.83	171,500.07	14.24
	LOGIC Prime	6.03	6.03	-
511	<b>Debt Service Fund</b>			
	Inwood National Bank	10,194.85	10,198.41	3.56
	Lone Star Investment Fund	40,535,022.51	37,283,855.96	(3,251,166.55)
626	<b>Construction Fund</b>			
	Inwood National Bank	14,949.85	14,954.68	4.83
	Lone Star Investment Fund			-
628	<b>Construction Fund</b>			
	Inwood National Bank	0.82	-	(0.82)
	Lone Star Investment Fund (2014 Bond)	0.05	-	(0.05)
629	<b>Construction Fund</b>			
	Inwood National Bank	13,992.05	12,847.44	(1,144.61)
	Lone Star Investment Fund (2019 Bond)	21,559,841.49	19,426,988.63	(2,132,852.86)
650	<b>Construction Fund</b>			
	Inwood National Bank	20,085.79	20,092.28	6.49
	Lone Star Investment Fund			-
680	<b>Construction Fund</b>			
	Inwood National Bank	7,000.23	7,002.49	2.26
681	<b>Construction Fund</b>			
	Inwood National Bank	2,198.98	2,199.69	0.71
	Lone Star Investment Fund	465,975.28	466,015.72	40.44
682	<b>Construction Fund</b>			
	Inwood National Bank	96,832.72	96,242.38	(590.34)
	Lone Star Investment Fund	8,322,138.83	8,303,959.34	(18,179.49)
8XX	<b>Scholarship Fund</b>			
	Inwood National Bank	180,649.04	236,644.56	55,995.52
	JP Morgan Investment Management Account	1,977,556.21	1,879,736.25	(97,819.96)

# Wylie Independent School District

## Current Period Interest Earnings

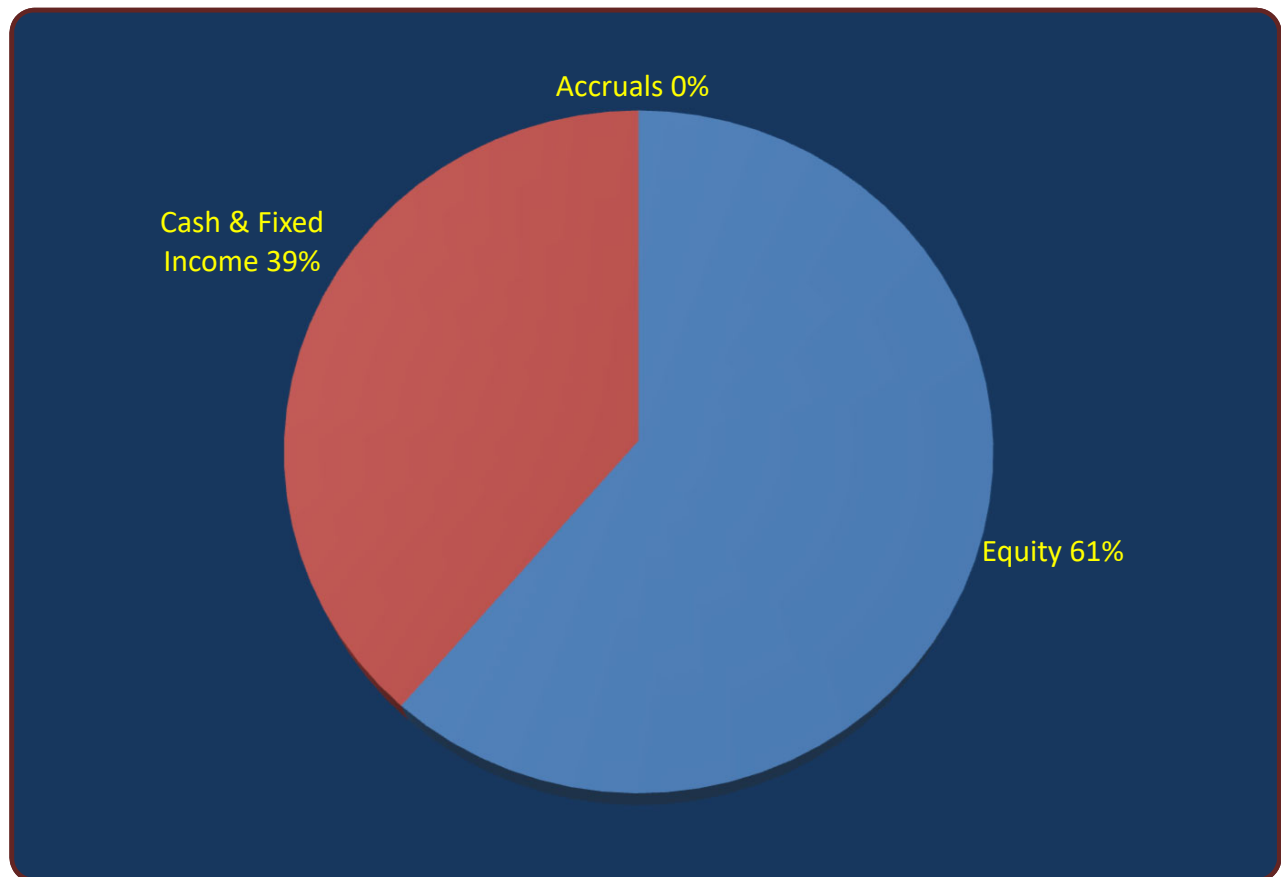
February 1, 2022 through February 28, 2022

<u>Fund</u>	<u>Investment Description</u>	<u>February 2022 YTD Interest Earned</u>	<u>February 2021 YTD Interest Earned</u>
199	Operating Fund	72,972.67	127,098.82
240	Food Service Fund	1,203.06	2,206.07
4XX	Birmingham Projects Fund	1,587.56	2,804.98
511	Debt Service Fund	11,855.83	22,794.26
626	Construction Fund	35.62	57.40
628	Construction Fund	(0.54)	18.13
629	Construction Fund	20,283.35	191,708.77
650	Construction Fund	51.34	208.32
680	Construction Fund	34.30	115.54
681	Construction Fund	244.16	777.26
682	Construction Fund	4,526.29	6,706.44
8XX	Scholarship Fund	48,394.70	28,138.79
TOTAL INTEREST TO DATE		161,188.34	382,634.78

**Wylie Independent School District**  
**Birmingham Scholarship Fund - Asset Allocation**  
As of February 28, 2022

	Ending Market Value	Current Allocation
Equity	\$ 1,152,537.95	61%
Cash & Fixed Income	\$ 727,197.71	39%
Accruals	\$ <u>0.59</u>	<u>0%</u>
<b>TOTAL</b>	<b>\$ <u>1,879,736.25</u></b>	<b><u>100%</u></b>

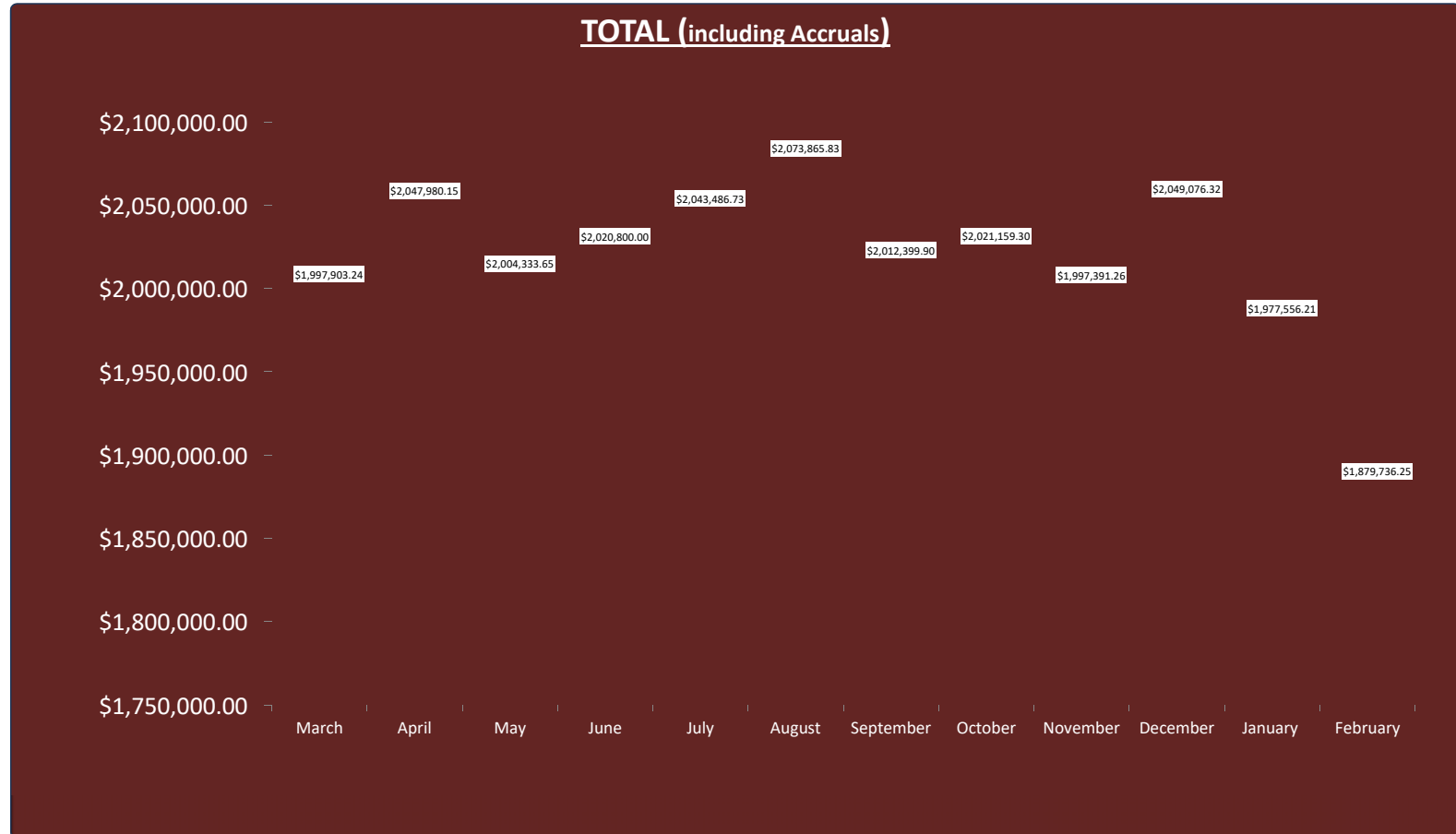
**ASSET ALLOCATION**





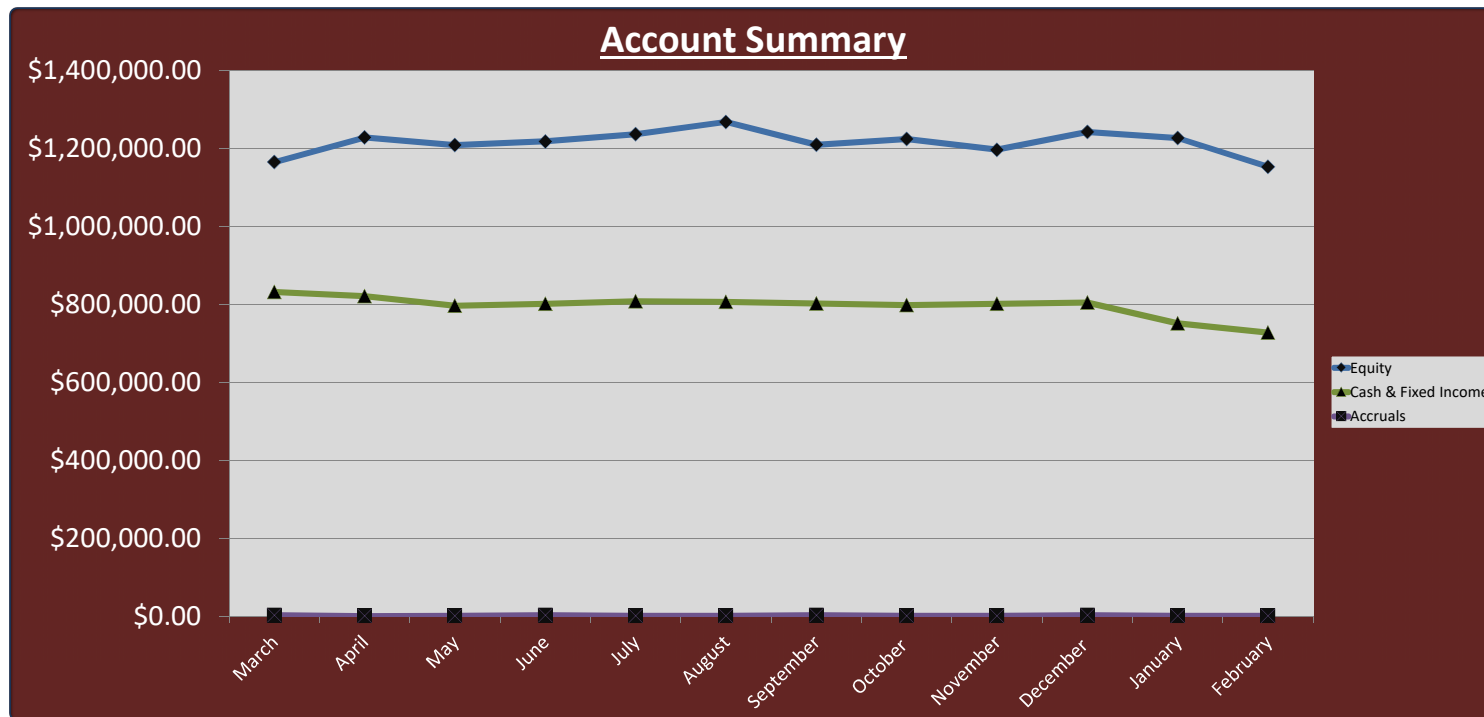
**Wylie Independent School District**  
**Market Value of Birmingham Scholarship Fund Investments (Total)**  
**For the Twelve Months Ending February 28, 2022**

March	April	May	June	July	August	September	October	November	December	January	February
\$1,997,903.24	\$2,047,980.15	\$2,004,333.65	\$2,020,800.00	\$2,043,486.73	\$2,073,865.83	\$2,012,399.90	\$2,021,159.30	\$1,997,391.26	\$2,049,076.32	\$1,977,556.21	\$1,879,736.25



**Wylie Independent School District**  
**Market Value of Birmingham Scholarship Fund Investments (Summary)**  
**For the Twelve Months Ending February 28, 2022**

	March	April	May	June	July	August	September	October	November	December	January	February
Equity	\$1,164,999.86	\$1,227,554.51	\$1,208,470.62	\$1,217,663.42	\$1,235,962.53	\$1,267,749.33	\$1,208,707.94	\$1,223,785.13	\$1,196,304.90	\$1,242,257.54	\$1,226,619.67	\$1,152,537.95
Cash & Fixed Income	\$831,072.97	\$820,425.23	\$795,862.26	\$801,297.45	\$807,523.50	\$806,115.89	\$801,783.40	\$797,373.61	\$801,085.76	\$804,590.63	\$750,935.86	\$727,197.71
Accruals	\$1,830.41	\$0.41	\$0.77	\$1,839.13	\$0.70	\$0.61	\$1,908.56	\$0.56	\$0.60	\$2,228.15	\$0.68	\$0.59



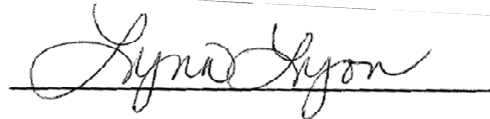
**Wylie Independent School District**  
**Current Period Change in Values - Birmingham Scholarship Fund**  
**February 1, 2022 through February 28, 2022**

Investment Description	Purchase Maturity		Price	Quantity	Market Value			Adjusted Tax Cost Original Cost			Yield	Accrual
	Date	Date			Beginning	Ending	Change	Beginning	Ending	Change		
JP Morgan - TOTAL EQUITY												
US Large Cap Equity												
Fidelity 500 Index Inst PRM			152.07	77.065	43,425.18	11,719.27	(31,705.91)	41,824.00	11,635.27	(30,188.73)	1.48%	
Six Circles US Unconstrained			13.72	13,630.388	192,461.08	187,008.92	(5,452.16)	156,475.63	156,475.63	-	1.42%	
SPDR S&P 500 ETF Trust	26-Jun-13		436.63	1,336.000	601,079.76	583,337.68	(17,742.08)	306,262.06	306,262.06	-	1.31%	
US Mid Cap Equity												
EAFE Equity												
ISHARES CORE MSCI EAFE ETF			73.22	252.000	19,106.64	18,451.44	(655.20)	15,934.48	15,934.48	-	3.57%	
JPMORGAN BETABUILDERS CANADA ETF			66.61	591.000	39,378.33	39,366.51	(11.82)	29,047.39	29,047.39	-	2.19%	
Six Circles International UNCON EQ			10.32	14,305.951	158,552.89	147,637.41	(10,915.48)	146,352.93	142,081.03	(4,271.90)	2.63%	
European Large Cap Equity												
JPMorgan Betabuilders Europe - ETF			54.85	1,313.000	77,637.28	72,018.05	(5,619.23)	71,024.40	69,601.09	(1,423.31)	2.86%	
Japanese Large Cap Equity												
JPMorgan Betabuilders Japan - ETF			51.93	1,067.000	56,337.60	55,409.31	(928.29)	51,491.49	51,491.49	-	3.06%	
Asia ex-Japan Equity												
JPM Betabuilders Developed Asia EX-Japan ETF			52.72	713.000	38,640.91	37,589.36	(1,051.55)	37,942.97	36,313.43	(1,629.54)	5.62%	
Emerging Market Equity												
ISHARES CORE MSCI EMERGING			-	-	-	-	-	-	-	-	0.00%	
Total Equity					1,226,619.67	1,152,537.95	(74,081.72)	856,355.35	818,841.87	(37,513.48)		
JP Morgan - CASH AND US FIXED INCOME												
Cash												
US Dollar			1.00	19,606.370	22,387.25	19,606.37	(2,780.88)	22,387.25	19,606.37	(2,780.88)	0.03%	
Proceeds from Pending Sales			-	-			-			-		
US Fixed Income												
BLCKRCK HI YLD BND PORT-K			-	-			-			-	0.00%	
Six Circles Ultra Short Duration			9.91	1,770.46	17,598.35	17,545.24	(53.11)	17,722.29	17,722.29	-	0.92%	
JPM Core Bond FD - USD - R6 ISIN			11.47	5,026.85	58,311.44	57,657.95	(653.49)	61,172.30	61,172.30	-	1.86%	
JPM HIGH YIELD FD - USD- R6			-	-	-	-	-	-	-	-	0.00%	
Pimco Investment Grade CRD BND-INST			-	-	-	-	-	-	-	-	0.00%	
Pimco Income FD-INS			11.45	1,472.58	17,347.00	16,861.05	(485.95)	17,941.97	17,765.26	(176.71)	4.19%	
ISHARES BARCLAYS 20+ YEAR TREASURY			-	-	-	-	-	-	-	-	0.00%	
ISHARES BARCLAYS 7-10 YR TREASURY			-	-	-	-	-	-	-	-	0.00%	
ISHARES US TREASURY BOND ETF			-	-	-	-	-	-	-	-	0.00%	
Vanguard Short-Term Bond ETF			79.50	965.00	96,960.00	76,717.50	(20,242.50)	99,805.81	79,461.46	(20,344.35)	1.15%	
Vanguard Mortgage-Backed SEC			51.44	745.00	19,782.80	38,322.80	18,540.00	20,588.98	39,235.18	18,646.20	1.12%	
Non-US Fixed Income												
Vanguard Total Intl Bond ETF			53.67	2,013.00	100,531.20	108,037.71	7,506.51	106,233.49	115,023.45	8,789.96	3.14%	
Vanguard Total Intl Bnd-Adm			21.41	8,424.97	183,158.83	180,378.59	(2,780.24)	188,827.04	188,827.04	-	3.13%	
Global Fixed Income												
Six Circles Global Bond			9.62	20,085.53	198,150.93	193,222.79	(4,928.14)	207,282.98	204,648.77	(2,634.21)	1.23%	
Six Circles Credit Opport			9.83	1,917.37	36,708.06	18,847.71	(17,860.35)	37,147.24	19,461.26	(17,685.98)	3.39%	
Total Alternative Assets					750,935.86	727,197.71	(23,738.15)	779,109.35	762,923.38	(16,185.97)		
Total Other					-	-	-	-	-	-		
Accruals					0.68	0.59	(0.09)					
TOTAL					1,977,556.21	1,879,736.25	(97,819.96)					

## Investment Officers Certification

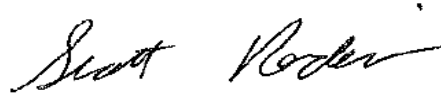
I hereby certify the preceding information is a true and accurate description of the investment portfolio of the Wylie Independent School District for the period indicated. All investments are in compliance with the Public Funds Investment Act and local district investment policies.

Lynn Lyon  
Executive Director of Finance

A handwritten signature in cursive script, reading "Lynn Lyon", written over a horizontal line.

February 28, 2022

J. Scott Roderick  
Assistant Superintendent of Finance and Operations

A handwritten signature in cursive script, reading "J. Scott Roderick", written over a horizontal line.

February 28, 2022

**WYLIE INDEPENDENT SCHOOL DISTRICT  
SCHOOL BOARD REPORT**

*STUDENT NUTRITION DEPARTMENT*

MONTH: Feb-22

DAYS IN OPERATION: 16

	WHS	WEHS	BJHS	CJHS	MJHS	DIS	DRIS	HIS	Ach A	AES	BES	BuES	CES	DES	GES	HES	SES	TES	WaES	WE	TOTALS
<b>LUNCH</b>																					
STUDENTS-Type A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STUDENTS-Other	3,805	4,433	3,072	2,477	1,390	1,664	3,530	2,813	338	1,231	743	1,521	1,483	820	767	514	766	1,154	1,743	1,312	35,576
STUDENTS-Red	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STUDENTS-Free	15,823	16,068	10,512	10,249	9,197	8,891	9,375	11,244	1,161	6,614	6,517	8,869	6,171	6,515	7,069	4,536	5,372	6,044	8,880	7,567	166,674
ADULTS-Paid	8	33	33	7	29	26	23	12	4	61	23	110	33	12	14	15	17	34	44	41	579
ADULTS-Free	144	156	137	81	98	64	89	86	0	75	66	82	23	62	69	44	64	63	80	56	1,539
CHILD VISITOR-Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STUDENTS SERVED	19,628	20,501	13,584	12,726	10,587	10,555	12,905	14,057	1,499	7,845	7,260	10,390	7,654	7,335	7,836	5,050	6,138	7,198	10,623	8,879	202,250
ADA	2858	2352	946	984	870	813	910	975	113	554	542	804	603	583	652	565	473	606	856	729	17,787
% SERVED	43%	54%	90%	81%	76%	81%	89%	90%	83%	89%	84%	81%	79%	79%	75%	56%	81%	74%	78%	76%	71%
% LAST MONTH	38%	51%	80%	77%	67%	73%	83%	80%	65%	81%	75%	78%	71%	73%	68%	52%	74%	66%	71%	68%	65%
% LAST YEAR	21%	34%	52%	40%	38%	49%	52%	54%	32%	60%	66%	56%	59%	60%	70%	53%	59%	48%	63%	56%	46%
	WHS	WEHS	BJHS	CJHS	MJHS	DIS	DRIS	HIS	Ach A	AES	BES	BuES	CES	DES	GES	HES	SES	TES	WaES	WE	TOTALS
<b>BREAKFAST</b>																					
STUDENTS-Type A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STUDENTS-Other	1,082	751	119	31	42	114	20	156	2	25	93	302	76	23	4	8	74	52	120	164	3,257
STUDENTS-Red	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STUDENTS-Free	10,010	7,827	2,910	1,933	2,008	2,852	3,330	3,464	262	1,896	2,744	3,235	982	2,425	2,077	2,550	1,638	1,245	2,693	2,180	58,261
ADULTS-Paid	6	8	6	0	0	0	0	2	0	1	0	5	0	1	0	8	0	0	0	2	39
ADULTS-Free	7	30	74	30	32	73	28	23	0	39	31	50	9	45	27	43	40	35	61	61	738
STUDENTS SERVED	11,092	8,578	3,029	1,964	2,050	2,966	3,350	3,620	264	1,921	2,837	3,537	1,058	2,448	2,081	2,558	1,712	1,297	2,813	2,344	61,518
ADA	2858	2352	946	984	870	813	910	975	113	554	542	804	603	583	652	565	473	606	856	729	17,787
% SERVED	24%	23%	20%	12%	15%	23%	23%	23%	15%	22%	33%	27%	11%	26%	20%	28%	23%	13%	21%	20%	22%
% LAST MONTH	22%	21%	18%	11%	12%	21%	21%	21%	12%	19%	29%	27%	11%	24%	18%	26%	21%	12%	18%	17%	20%
% LAST YEAR	9%	13%	9%	8%	11%	17%	11%	8%	7%	12%	26%	21%	8%	23%	23%	32%	20%	6%	14%	8%	13%



**WYLIE INDEPENDENT SCHOOL DISTRICT  
DETAIL BUDGET AMENDMENT #7  
2021-2022 SCHOOL YEAR**

<u>Monday, March 21, 2022</u>	General Fund (Fund 164, 196 & 199)				Fund 240-Student Nutrition				Fund 511-Debt Service			
	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget
57xx -Local Revenue	80,599,198	80,748,900	-	80,748,900	3,300,126	3,300,126	-	3,300,126	37,030,891	37,030,891	-	37,030,891
58xx -State Revenue	88,125,995	88,259,383	-	88,259,383	220,000	220,000	-	220,000	-	-	-	-
59xx - Federal Revenue	1,731,800	1,731,800	-	1,731,800	3,684,515	3,684,515	-	3,684,515	-	-	-	-
79xx - Other Sources	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL Revenues</b>	<b>170,456,993</b>	<b>170,740,083</b>	<b>-</b>	<b>170,740,083</b>	<b>7,204,641</b>	<b>7,204,641</b>	<b>-</b>	<b>7,204,641</b>	<b>37,030,891</b>	<b>37,030,891</b>	<b>-</b>	<b>37,030,891</b>
<b>Func</b>	<b>Description</b>											
11	Instruction	102,078,643	103,708,818	(58,800)	103,650,018	-	-	-	-	-	-	-
12	Instructional Res/Media	1,291,641	1,319,551	-	1,319,551	-	-	-	-	-	-	-
13	Curriculum/Staff Dev	5,014,926	5,055,526	(700)	5,054,826	-	-	-	-	-	-	-
21	Instructional Leadership	1,671,125	1,668,325	-	1,668,325	-	-	-	-	-	-	-
23	Campus Administration	9,081,329	9,090,864	(2,000)	9,088,864	-	-	-	-	-	-	-
31	Guidance/Counseling	4,398,122	4,401,224	-	4,401,224	-	-	-	-	-	-	-
32	Social Work Services	55,447	55,447	-	55,447	-	-	-	-	-	-	-
33	Health Services	1,791,448	1,918,311	18,500	1,936,811	-	-	-	-	-	-	-
34	Transportation	7,472,064	7,510,675	143,000	7,653,675	-	-	-	-	-	-	-
35	Food Services	-	10,000	-	10,000	7,189,401	8,095,401	-	8,095,401	-	-	-
36	Co-Extra Curricular	5,195,492	5,259,801	20,000	5,279,801	-	-	-	-	-	-	-
41	Central Administration	7,004,249	7,007,342	-	7,007,342	-	-	-	-	-	-	-
51	Plant Maintenance	17,430,774	17,819,775	-	17,819,775	10,740	10,740	-	10,740	-	-	-
52	Security	1,751,784	1,986,129	(120,000)	1,866,129	-	-	-	-	-	-	-
53	Data Processing/Technology	3,671,801	5,177,313	-	5,177,313	-	-	-	-	-	-	-
61	Community Service	1,100	1,100	-	1,100	-	-	-	-	-	-	-
71	Debt Service -General Fund	1,606,628	1,606,628	-	1,606,628	4,500	4,500	-	4,500	37,030,891	37,030,891	-
81	Facilities Acquisition & Construction	14,299	1,276,769	-	1,276,769	-	-	-	-	-	-	-
95	Payments to JJAEP	96,000	96,000	-	96,000	-	-	-	-	-	-	-
99	Other Intergovernmental Charges	830,121	830,121	-	830,121	-	-	-	-	-	-	-
<b>TOTAL Expenditures</b>	<b>170,456,993</b>	<b>175,799,719</b>	<b>-</b>	<b>175,799,719</b>	<b>7,204,641</b>	<b>8,110,641</b>	<b>-</b>	<b>8,110,641</b>	<b>37,030,891</b>	<b>37,030,891</b>	<b>-</b>	<b>37,030,891</b>
89xx - Other Uses	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>170,456,993</b>	<b>175,799,719</b>	<b>-</b>	<b>175,799,719</b>	<b>7,204,641</b>	<b>8,110,641</b>	<b>-</b>	<b>8,110,641</b>	<b>37,030,891</b>	<b>37,030,891</b>	<b>-</b>	<b>37,030,891</b>
<b>Excess of revenue over (under) expenditures</b>	<b>-</b>	<b>(5,059,636)</b>	<b>-</b>	<b>(5,059,636)</b>	<b>-</b>	<b>(906,000)</b>	<b>-</b>	<b>(906,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**WYLIE INDEPENDENT SCHOOL DISTRICT**  
**Fund General (164 196 199)**

Budget Amendment #7  
Monday, March 21, 2022  
for the 2021-2022 School Year

**Fund 199 General Fund - (For Memo Only)**

		<i>Approved Current Budget</i>	<i>Amendment</i>	<i>Revised Budget</i>	<i>Reason for Amending</i>
<b>REVENUE</b>					
				0	
<b>Total Revenue-Fund 199</b>			<b>0</b>		
<b>EXPENDITURES</b>					
199-11-6398-00-104-011012	Instruction	4,600	2,700	7,300	<b>Dodd - Replenish copy paper funds</b>
199-11-6395-88-999-011000	Instruction	349,821	(18,500)	331,321	<b>Health Services - AED purchases for select campuses</b>
199-11-6395-88-999-011000	Instruction	349,821	(43,000)	306,821	<b>Transportation - To cover increase in fuel costs</b>
199-13-6499-00-041-011000	Curriculum/Staff Development	29,000	2,000	31,000	<b>Burnett - Staff incentives</b>
199-13-6411-00-104-011000	Curriculum/Staff Development	3,700	(2,700)	1,000	<b>Dodd - Replenish copy paper funds</b>
199-23-6499-00-041-099000	Campus Administration	2,000	(2,000)	0	<b>Burnett - Staff incentives</b>
199-33-6398-00-937-099000	Health Services	33,633	18,500	52,133	<b>Health Services - AED purchases for select campuses</b>
199-34-6311-00-935-099000	Transportation	781,000	143,000	924,000	<b>Transportation - To cover increase in fuel costs</b>
199-36-6412-88-999-099000	Co-Extra Curricular	8,739	20,000	28,739	<b>Finance - Reimburse funds due to add'l competition expenditures</b>
199-52-6299-88-999-099SRO	Security	370,062	(100,000)	270,062	<b>Transportation - To cover increase in fuel costs</b>
199-52-6299-88-999-099SRO	Security	370,062	(20,000)	350,062	<b>Finance - Reimburse funds due to add'l competition expenditures</b>
<b>Total Expenditures-Fund 199</b>			<b>0</b>		

\*Denotes new account code

# New and Unfinished Action Items

**Subject: Discuss and consider adoption of an Order authorizing the issuance of Unlimited Tax Refunding Bonds, establishing sale parameters, authorization the execution of a Bond Purchase Agreement and Escrow Agreement; approving an Official Statement; and enacting other provisions relating to the subject**

The District has an opportunity to execute a tax-exempt refunding on a portion of the outstanding 2012B and 2014 bond series. This order will establish parameters to allow the District to refund a portion of the 2012B and 2014 series of its outstanding issues for a significant savings and to proceed with the competitive sale at the best time, market wise, and as long as the results meet all of the parameters established in the order without any further Board action. As you know, the goal of bond refunding is to take advantage of low interest rates and decrease the overall debt payments in future years.

*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

***Motion: I move to approve the adoption of an Order authorizing the issuance of Unlimited Tax Refunding Bonds, establishing sale parameters, authorization the execution of a Bond Purchase Agreement and Escrow Agreement; approving an Official Statement; and enacting other provisions relating to the subject as presented by administration.***

**Subject: Personnel – Section 551.074 of the Texas Government Code**

1. Resignations
2. Employment
3. Teacher Contracts
4. Additional Personnel Units

*Contact: Casey Whittle, Assistant Superintendent for Human Resources*

***Motion: It is recommended that you approve resignations, employment, teacher contracts and additional personnel units as presented by administration.***



THE STATE OF TEXAS                     §  
COUNTY OF COLLIN                     §  
WYLIE INDEPENDENT SCHOOL DISTRICT       §

WHEREAS, the Issuer now desires to refund all or part of the bonds described in Schedule I attached hereto, collectively, the “Available Refunded Obligations”, and those Available Refunded Obligations designated by the Pricing Officer in a Pricing Certificate, each as defined below, to be refunded are herein referred to as the “Refunded Obligations”; and

WHEREAS, the Board of Trustees of the Issuer hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to restructure the Issuer's unlimited tax debt and to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207; and

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF WYLIE INDEPENDENT SCHOOL DISTRICT:

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of Wylie Independent School District (the “Issuer”) are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth, in one or more series, for the public purpose of providing funds to refund a portion of the Issuer’s outstanding indebtedness payable from ad valorem taxes, and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Order shall be designated: “Wylie Independent School District Unlimited Tax Refunding Bond, Series 2022[A/B/C],” and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bond being made payable to the initial purchaser or initial purchasers as described in Section 11 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the “Registered Owner”). The Bonds shall be in the respective denominations and principal amounts or Maturity Values, as applicable, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or Maturity Values, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following term shall have the meaning specified below:

“Accreted Value” shall mean, with respect to a Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, and plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with Section 3(d) hereof.

“Attorney General” means the Office of the Attorney General of the State.

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

“Bond Counsel” means McCall, Parkhurst & Horton L.L.P. or any nationally recognized firm selected by the Board to serve as bond counsel to the Issuer.

“Bonds” means and includes collectively the Bonds of each series initially issued and delivered pursuant to this Order (the “Initial Bonds”) and all substitute Bonds and Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant to this Order, and the term “Bond” shall mean any of the Bonds.

“Capital Appreciation Bonds” shall mean any Bonds on which no interest is paid prior to maturity, maturing in the years and in the Maturity Values set forth in the Pricing Certificate.

“Current Interest Bonds” shall mean any Bonds on which interest is paid semiannually, maturing in each of the years and in the principal amounts set forth in the Pricing Certificate.

“Issuance Date” shall mean the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issuance Date, including applicable regulations, published rulings, and court decisions.

“Comptroller” means the Office of the Comptroller of Public Accounts of the State.

“Issuance Date” shall mean the date the Bonds are delivered to and paid for by the initial purchaser or initial purchasers thereof.

“Issuer” shall mean the Wylie Independent School District, located in Collin County, Texas.

“Maturity Value” shall mean, with respect to a Capital Appreciation Bond, the original principal amount thereof, plus initial premium, if any, and plus all interest accrued and compounded to the maturity date thereof.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Paying Agent/Registrar” shall mean, initially, the bank designated as paying agent/registrar by the Pricing Officer in the applicable Pricing Certificate, or any successor thereto as provided in this Order.

“Pricing Certificate” means the certificate signed by the Pricing Officer described in Section 3(a) finalizing the terms and sale of the respective series of Bonds.

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

“SEC” shall mean the United States Securities and Exchange Commission.

“State” means the State of Texas.

“Treasury Regulations” shall mean the rules and regulations of the United States Department of the Treasury and any court or administrative rulings promulgated pursuant to the Code, as amended and in effect on the Issuance Date.

### Section 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1207.007, Texas Government Code, as amended, the Superintendent and/or Assistant Superintendent for Finance and Operations of the Issuer (each a "Pricing Officer") are hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, determining which of the Available Refunded Obligations shall be refunded and carrying out the other procedures specified in this Order, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, whether the particular series of Bonds shall be sold on a tax-exempt or taxable basis, whether the Bonds shall be designated as qualified tax-exempt obligations, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the respective Pricing Certificate, provided that:

- (i) the aggregate original principal amount of Bonds shall not exceed \$23,580,000;
- (ii) the refunding must produce a present value debt service savings of at least 3.00%, with such savings to be net of any Issuer contribution to the refunding;
- (iii) the net effective interest rate for the Bonds shall not exceed the maximum rate permitted by Chapter 1204, Texas Government Code; and
- (iv) the final maturity shall not be longer than August 15, 2033.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a) of this Section which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to 365 days from the date this Order is adopted by the Board. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the respective Pricing Certificate.

(d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the applicable Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Accreted Values

thereof (per \$5,000 of Maturity Value), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.

(e) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with requirements set forth in subsection (a) of this Section, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer with the escrow agent or deposit agent named therein (the “Escrow Agent”), an escrow agreement or deposit agreement, in the form and substance as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the “Escrow Agreement”).

In addition, the Pricing Officer is authorized to purchase such securities and obligations with proceeds of the Bonds as may be necessary or appropriate for the escrow fund (the “Escrow Fund”) described in the Escrow Agreement, including without limitation to execute subscriptions for the purchase of the United States Treasury Securities State and Local Government Series, and to transfer and deposit such cash available from the interest and sinking funds for the Refunded Obligations.

(f) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board of Trustees hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer’s best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

#### Section 4. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion, and exchange of the Bonds (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to

which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and, except as provided in subsection (c) of this Section, no Bond shall be deemed to be issued or outstanding unless such Paying Agent/Registrar's Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Paying Agent/Registrar's Authentication Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the

characteristics, (vi) shall be signed, sealed, executed, and authenticated, (vii) shall have principal and interest payable, and (viii) shall be administered by the Paying Agent/Registrar, and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order. The Bond initially issued and delivered pursuant to this Order is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be a single entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Initial Bond shall be initially issued in the form of a separate, single, fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to 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 securities brokers and dealers, banks, trust companies, clearing corporations, or certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. 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 DTC

Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Issuer Letter of Representation of the Issuer to DTC or 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 (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. 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 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 Blanket Issuer Letter of Representations of the Issuer to DTC.

(h) Cancellation of Initial Bond. On the closing date, one initial Current Interest Bond and one initial Capital Appreciation Bond, each in the entire principal amount of the Current Interest Bonds and Capital Appreciation Bonds of the respective series of bonds, payable in stated



installments to the Underwriters designated in Section 11 or its designee, executed by manual or facsimile signature of the President and Secretary of the Board of Trustees of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller (the "Initial Bonds"), will be delivered to such Underwriters or their designee. Upon payment for the Initial Bonds of each series, the Paying Agent/Registrar shall cancel said Initial Bonds and deliver to DTC on behalf of such Underwriters one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount or Maturity Value, as applicable, of all of the Bonds for such maturity. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller to be attached to the Initial Bonds of each series, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with information set forth in the respective Pricing Certificate.

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO. R-____	UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF COLLIN WYLIE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND SERIES 2022[A/B/C]	PRINCIPAL AMOUNT \$_____
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<u>INTEREST RATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	_____, 2022		

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

ON THE MATURITY DATE specified above, Wylie Independent School District, in Collin County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Bonds set forth above, on \_\_\_\_\_ and semiannually thereafter on each \_\_\_\_\_ and \_\_\_\_\_ to the maturity date specified above, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest

payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated corporate trust office of [NAME OF PAYING AGENT/REGISTRAR] in [CITY], [STATE], which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the \_\_\_\_\_ day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 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 (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

NO. CR-\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF COLLIN  
WYLIE INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND  
SERIES 2022[A/B/C]

MATURITY  
VALUE  
\$ \_\_\_\_\_

INTEREST RATE      ISSUANCE DATE      MATURITY DATE      CUSIP NO.

\_\_\_\_\_, 2022

REGISTERED OWNER:

MATURITY VALUE: \_\_\_\_\_ DOLLARS

ON THE MATURITY DATE specified above, Wylie Independent School District, in Collin County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Value in the amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_. For convenience of reference, a table appears on the back of this Bond showing the "Accreted Value" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Value compounded semiannually at the yield shown on such table.

THE MATURITY VALUE of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Value of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office of [NAME OF PAYING AGENT/REGISTRAR] in [CITY], [STATE], which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Value, when due.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal 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 Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated as of \_\_\_\_\_, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ \_\_\_\_\_ for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes, and to pay the costs incurred in connection with the issuance of the Bonds, and comprised of (i) Bonds in the aggregate original principal amount of \$ \_\_\_\_\_ that pay interest only at maturity (the "Capital Appreciation Bonds") and (ii) Bonds in the aggregate original principal amount of \$ \_\_\_\_\_ that pay interest semiannually until maturity (the "Current Interest Bonds").

ON \_\_\_\_\_, or on any date thereafter, the Current Interest Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Current Interest Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Current Interest Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CURRENT INTEREST BONDS scheduled to mature on \_\_\_\_\_ in the years \_\_\_\_\_ and \_\_\_\_\_ ( the "Term Current Interest Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Bonds Maturing		Bonds Maturing		Bonds Maturing	
_____		_____		_____	
Year	Principal Amount	Year	Principal Amount	Year	Principal Amount

<sup>(1)</sup> Final maturity of Bond.

The principal amount of Term Current Interest Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Current Interest Bonds of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Current Interest Bonds plus accrued interest to the date of purchase thereof, 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 Issuer at a price not exceeding the principal amount of such Term Current Interest Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 DAYS prior to the date fixed for any redemption of Current Interest Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Current Interest Bond to be redeemed at its address as it appeared at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Current Interest Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Current Interest Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Current Interest Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Current Interest Bond shall be redeemed, a substitute Current Interest Bond or Current Interest Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Order.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within 5 days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of \$5,000 in principal amount or any integral multiple thereof, and with respect to Capital Appreciation Bonds, in the denomination of \$5,000 in Maturity Value or any integral multiple thereof. As provided in the Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as

requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without legal limit as to rate or amount.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, acknowledges that the Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions

of this Bond and the Order constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
Secretary, Board of Trustees

\_\_\_\_\_  
(signature)  
President, Board of Trustees

(SEAL)

[FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an  
executed Registration Certificate of the Comptroller  
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated \_\_\_\_\_ [NAME OF PAYING AGENT/REGISTRAR],  
[CITY], [STATE],  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
\_\_\_\_\_

Please insert Social Security or Taxpayer Identification Number of Transferee:

\_\_\_\_\_

Please print or typewrite name and address, including zip code of Transferee:

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.



[FORM OF REGISTRATION CERTIFICATE OF  
THE COMPTROLLER OF PUBLIC ACCOUNTS]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this

XXXXXXX

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

(COMPTROLLER'S SEAL)

[FORM OF PSF CERTIFICATE]

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Wylie Independent School District of its Unlimited Tax Refunding Bonds, Series 2022[A/B/C], dated \_\_\_\_\_, 2022, in the principal amount of \$\_\_\_\_\_ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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

  
\_\_\_\_\_  
Mike Morath  
Commissioner of Education

[INSERTIONS FOR INITIAL CURRENT INTEREST BONDS]

The Initial Current Interest Bond of each series shall be in the form set forth above, except that:

A. immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As shown below” and “CUSIP NO. \_\_\_\_\_” shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

“WYLIE INDEPENDENT SCHOOL DISTRICT, in Collin County, Texas (the “Issuer”), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the “Registered Owner”), on the dates, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(Information for the Bonds from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the \_\_\_\_\_ set forth above, on \_\_\_\_\_ and semiannually thereafter on each \_\_\_\_\_ and \_\_\_\_\_ to the respective maturity date specified above, at the respective interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

C. The initial Current Interest Bond shall be numbered “TR-1.”

[INSERTIONS FOR INITIAL CAPITAL APPRECIATION BONDS]

The initial Capital Appreciation Bond of each series shall be in the form set forth above, except that:

A. immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As shown below” and “CUSIP NO. \_\_\_\_\_” shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

““WYLIE INDEPENDENT SCHOOL DISTRICT, in Collin County, Texas (the “Issuer”), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the “Registered Owner”), on the dates, in the Maturity Values and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Date</u>	<u>Maturity Value</u>	<u>Interest Rate</u>
(Information for the Capital Appreciation Bonds from Pricing Certificate to be inserted)		

The amount shown above as the Maturity Value represents the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amounts hereof from the Issuance Date at the respective interest rate per annum specified above, compounded semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_. For convenience of reference, a table appears on the back of this Bond showing the “Accreted Value” of the original principal amounts plus initial premium, if any, per \$5,000 Maturity Value compounded semiannually at the respective yields shown on such table.”

C. The initial Capital Appreciation Bond shall be numbered “TCAB-1.”

#### Section 6. TAX LEVY.

(a) A special Interest and Sinking Fund (the “Interest and Sinking Fund”) is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received from the initial purchasers of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. If State law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing

requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

#### Section 7. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a “Defeased Bond”) within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the “Future Escrow Agreement”) for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. 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 (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, 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 making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in

(a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

#### Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall

constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS, AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Pricing Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining to the Bonds pending its delivery and investigation, examination, and approval by the Attorney General, and its registration by the Comptroller. Upon registration of the Initial Bond said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Comptroller's Registration Certificate. The approving legal opinion of Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. The covenants of the Issuer contained in this Section 10 shall apply only if the Pricing Officer determines in the applicable Pricing Certificate that such Bonds shall be treated as obligations for purposes of section 103 of the Code. Conditioned upon such affirmative determination by the Pricing Office in the applicable Pricing Certificate, the Issuer hereby 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 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:

(a) 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;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) 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 Arelated@ and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) 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;

(d) 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;

(e) 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;

(f) 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 —

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

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

(3) 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;

(g) 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);

(h) 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); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the Issuance Date) 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.

In order to facilitate compliance with the above covenant (i), 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.

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. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any Treasury Regulations or rulings promulgated 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 Pricing Officer 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.

#### Section 11. SALE OF BONDS; OFFICIAL STATEMENT.

(a) (The Bonds shall be sold and delivered subject to the provisions of Sections 1 and 3 through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and bidding instructions and official bid form (in either case, the “Purchase Agreement”) which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (the “Underwriters”) of the Bonds shall be designated. The Initial Bond of each series shall be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriters in the marketing of the Bonds.

#### Section 12. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Initial Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption dates.



(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the order of the Issuer authorizing the issuance of such Refunded Obligations (the “Refunded Bond Order”). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 in principal amount shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all Registered Owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such Registered Owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such Registered Owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Order, (iii) the Registered Owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such Registered Owner’s bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement.

### Section 13. FURTHER PROCEDURES.

(a) The President or Vice President and Secretary of the Board, the Pricing Officer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly 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 a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other 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 Blanket Issuer Letter of Representations with DTC, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC’s Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations of the Issuer to DTC is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the initial purchasers to accept delivery of the Bonds is subject to the initial purchasers being furnished with the final, approving opinion of Bond Counsel, which

opinion shall be dated as of the Issuance Date. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the President of the Board or the Pricing Officer and the President or Pricing Officer are hereby authorized to execute such engagement letter.

#### Section 14. COMPLIANCE WITH RULE 15c2-12.

##### (a) Annual Reports.

(i) The Issuer shall provide certain updated financial information and operating data annually to the MSRB. The information to be updated includes all quantitative financial information and operating data with respect to the Issuer of the general type included in the Official Statement in “Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT SUBJECT TO CONTINUING DISCLOSURE” and in “Appendix D – AUDITED FINANCIAL STATEMENTS”. The Issuer will update and provide the information in “Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT SUBJECT TO CONTINUING DISCLOSURE” within six months after the end of each fiscal year ending in and after 2022. The Issuer will additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2022. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements included in the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information that is available to the Issuer by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(b) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of 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;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor Paying Agent/Registrar or change in the name of the 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 affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (i) 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 of the Issuer 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 (ii) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to 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 file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (a) of this Section by the time required by such Subsection.

(c) Limitations, Disclaimers, and Amendments.

(i) 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 made in accordance with this Order or applicable law that causes the Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners 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.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT 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

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the 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.

(v) 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 since such offering as well as such changed circumstances and (2) either (a) the registered owners

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) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. 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 (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 15. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued, as set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 16. DISPOSITION OF PROJECT. The Issuer covenants that the property constituting the projects financed or refinanced with the proceeds of the Refunded Obligations 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 of nationally recognized bond counsel that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Bonds.

Section 17. FACILITIES ALLOTMENT FUNDS; STATE ASSISTANCE FUNDS. In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with one or more programs established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund 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 Interest and Sinking Fund for the Bonds created pursuant to Section 6. Notwithstanding the requirements of Section 6, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 6 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

Section 18. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. The Issuer has made application for guarantee of the Bonds by the Permanent School Fund of the State of Texas (the "Permanent School Fund"). In connection therewith, the Issuer covenants as follows:

(a) To timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Permanent School Fund.

(b) Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Permanent School Fund shall cease and no longer be available.

(c) In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller shall be authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 19. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be materially inconsistent with the provisions of this Order and that shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners (for purposes of this sentence only, 100% of the aggregate principal amount of Bonds which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be

deemed to be owned by such bond insurance provider) of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal or Maturity Value payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal, Maturity Value or of interest on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount

of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 20. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 21. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 22. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

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## SCHEDULE I

### SCHEDULE OF AVAILABLE REFUNDED OBLIGATIONS

#### Unlimited Tax Refunding Bonds, Series 2012B

<u>Maturity</u>	<u>Amount Outstanding</u>
8/15/2023	3,005,000.00
8/15/2024	4,180,000.00
8/15/2025	2,040,000.00
<u>TOTAL</u>	<u>\$9,225,000.00</u>

#### Unlimited Tax Refunding Bonds, Series 2014

<u>Maturity</u>	<u>Amount Outstanding</u>
08/15/2024	1,085,000.00
08/15/2025	1,545,000.00
08/15/2026	1,625,000.00
08/15/2027	1,985,000.00
08/15/2028	2,150,000.00
08/15/2029	1,005,000.00
08/15/2030	1,115,000.00
08/15/2031	760,000.00
08/15/2032	945,000.00
08/15/2033	2,140,000.00
<u>TOTAL</u>	<u>\$14,355,000.00</u>