

# Wylie Independent School District



## A G E N D A

**REGULAR SESSION – MONDAY, JUNE 20, 2022 – 6:00 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**

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. 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.

**C. Open Session (Begins at approximately 7:00 p.m.)**

1. Invocation
2. Pledge of Allegiance

**D. Recognitions**

1. 2022 Student Heroes Award - State Board of Education District 12
2. Executive Director Wylie ISD Education Foundation – Windi Fuller
3. Assistant Principal Wylie High School – TJ Fields
4. Assistant Principal Wylie High School – Katie Morales
5. Assistant Principal Draper Intermediate School – Holly Natonick
6. Assistant Principal Tibbals Elementary School – Erica Brunson
7. University Interscholastic League Track and Field – Wylie High School

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

1. Presentation and Public Hearing on the 2022-2023 Budget and Proposed Tax Rate
2. Safety and Security Update

**F. Public Forum**

## **G. Action Items**

### **1. Consent Agenda**

- a. Minutes
- b. Approval of Financial Reports
  - 1. Financial Reports
  - 2. Investment Reports
  - 3. Student Nutrition Report
- c. Budget Amendment 10 for the 2021-2022 School Year
- d. Request to Cancel July 18, 2022 Regular Scheduled Board Meeting
- e. Consider Resolution Approving Investment Officers
- f. Consider Wylie ISD Education Foundation Memorandum of Understanding
- g. Consider Resolution Approving Emergency Closure
- h. Consider Resolution Approving Extended COVID Leave
- i. Consider Approving Shared Service Agreement – Fiscal Agent – Autism Grant
- j. Consider Student and Adult Meal Prices for 2022-2023
- k. Consider Lone Star Investment Pool Authorized User Change
- l. Consider Approval of RFP 2022-A04-114 – SPED Contracted Services
- m. Consider Approval of RFP 2022-A04-115 – Online Technology & Education Software and Subscriptions
- n. Consider Approval of RFP 2022-M03-112 – Job Order Contracting (JOC): Minor Construction Trades

- o. Consider Approval of RFP 2022-M03-113 – Local Retail and Grocery
- p. Consider Resolution Establishing Parameters for Retention Stipend
- q. Consider Approval of Teacher Incentive Allotment Spending Plan

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

- a. Board Resolution Adopting the Budget for the 2022-2023 Fiscal Year
- b. Discuss and consider adoption of an Order Authorizing the Defeasance and Redemption of a portion of Wylie Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2012C and Unlimited Tax School Building Bonds, Series 2015B, to occur in fiscal year 2022, and all matters incident or related thereto
- c. Discuss and consider adoption of an Order Authorizing the Defeasance and Redemption of a portion of Wylie Independent School District Unlimited Tax Refunding Bonds, Series 2012B, Unlimited Tax School Building and Refunding Bonds, Series 2012C, Unlimited Tax School Building Bonds, Series 2015B and Unlimited Tax Refunding Bonds, Series 2015C, to occur in fiscal year 2023, and all matters incident or related thereto
- d. Consider Approving the Emergency Access Easement for Smith Elementary Drive
- e. Consider Approval of Goodheart-Wilcox Instructional Materials for Health
- f. Personnel – Section 551.074 of the Texas Government Code
  - 1. Resignations
  - 2. Employment
  - 3. Additional Personnel Units



## **H. Adjournment**

# Consent Agenda

**Subject: Board Minutes**

Attached for your review are the minutes from the Regular Meeting held on May 16, 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 is 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 10 for the 2021-2022 School Year**

Attached for your review is Budget Amendment 10 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*

**Subject: Request to Cancel July 18, 2022 Regular Scheduled Board Meeting**

It is recommended that the July 18, 2022 Regular Scheduled Board Meeting be cancelled and that you approve this item as presented by administration.

*Contact: Dr. David Vinson, Superintendent*

**Subject: Consider Resolution Approving Investment Officers**

The Public Funds Investment Act (PFIA) requires the governing body to approve investment officers to conduct investment transactions on behalf of the district. Attached for your review is the resolution approving the investment officers to reflect personnel changes. It is recommended that you approve this item as presented by administration.

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

**Subject: Consider Wylie ISD Education Foundation Memorandum of Understanding**

The Memorandum of Understanding between Wylie ISD and the Wylie ISD Education Foundation is attached. There were only minor changes reflected in the MOU from the previous year. It is recommended that you approve this item as presented by administration.

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

**Subject: Consider Resolution Approving Emergency Closure**

The Emergency Closure Resolution aims to take a proactive approach to paying our non-exempt personnel during times when the district is required to close operations. The resolution will provide continuity of payment for our non-exempt staff in case the district has to close unexpectedly, and it will only be in effect for the 2022-23 school year. It is recommended that you approve this item as presented by administration.

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

**Subject: Consider Resolution Approving Extended COVID Leave**

Employees of the district continues to experience illness related to COVID. The safety and wellness of our Wylie ISD employees remains our top priority. In the best interest of our employees, Wylie ISD recommends granting a total of 10 additional leave days for a positive COVID test for the employee or a child(ren) of the employee. It is recommended that you approve this item as presented by administration.

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

**Subject: Consider Approving Shared Service Arrangement – Fiscal Agent – Autism Grant**

In 2021-22, Wylie ISD has been participating as a member of the Autism Grant Shared Service Arrangement (SSA) with another local district acting as a fiscal agent. We were notified that the existing fiscal agent district would no longer participate in the SSA and the members district would need to apply for the grant on their own or form another SSA. Wylie ISD has decided to partner with Plano ISD and Highland Park ISD for the Autism Grant and we will act as the fiscal agent for this SSA. It is recommended that you approve this item as presented by administration.

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

**Subject: Consider Student and Adult Meal Prices for 2022-23**

The Texas Department of Agriculture oversees the student nutrition program for the State of Texas. Each year school districts are required to calculate the amount needed to charge for paid breakfast and lunch meals for both students and adults. Based on the calculations, below are the recommended price increases for student and adult meals.

Student Breakfast		
	Before	After
Elementary/Intermediate	\$1.50	\$1.60
Junior High	\$1.50	\$1.60
High School	\$1.50	\$1.75
Student Lunch		
	Before	After
Elementary/Intermediate	\$2.70	\$2.85
Junior High	\$2.85	\$3.00
High School	\$3.00	\$3.25

Adult Prices		
	Before	After
Breakfast	\$2.50	\$3.00
Lunch	\$4.15	\$4.50

It is recommended that you approve this item as presented by administration.  
*Contact: Scott Roderick, CPA, Assistant Superintendent for Finance and Operations*

**Subject: Consider Lone Star Investment Pool Authorized User Change**

Wylie ISD uses Lone Star Investment Pool as an investment option for the district. Due to personnel changes within the Finance Department, we are requesting a change to the authorized users for pool. It is recommended that you approve this item as presented by administration.

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

**Subject: Consider Approval of RFP 2022-A04-114 – SPED Contracted Services**

This request for proposal captures district requests for special education contracted services. It will cover vendors related to providing special education services the students of Wylie ISD. It is recommended that you approve as presented.

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

**Subject: Consider Approval of RFP 2022-A04-115 – Online Technology & Education Software and Subscriptions**

This request for proposal captures district requests for online technology and education software and subscriptions. It will cover vendors related to providing online technology, educational software and subscriptions. It is recommended that you approve as presented.

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

**Subject: Consider Approval of RFP 2022-M03-112 – Job Order Contracting (JOC): Minor Construction Trades**

This request for proposal captures district requests for Job Order Contracting (JOC). It will cover vendors related to providing job order contracts for small maintenance or construction projects. It is recommended that you approve as presented.

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

**Subject: Consider Approval of RFP 2022-M03-113 – Local Retail and Grocery**

This request for proposal captures district requests for local retail and grocery. It will cover vendors related to local retail and grocery. It is recommended that you approve as presented.

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

**Subject: Consider Resolution Establishing Parameters for Retention Stipend**

Attracting and retaining the very best employees remains a top priority for the district. Long-term financial stability remains at the forefront of every decision, so the parameters of the resolution make sure the district has the available funds before moving forward. If the parameters are met, then the resolution allows the district to proceed. The amount of the stipend can be determined at a later date. It is recommended that you approve this resolution as presented by administration.

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

**Subject: Consider Approval of Teacher Incentive Allotment Spending Plan**

HB 3 established the Teacher Incentive Allotment (TIA) to recognize effective teachers on three different levels: Recognized, Exemplary, and Master. These teacher designations generate additional teacher-focused allotment funding for districts to reward their top performers. Districts are required to establish a spending plan on how to pass the generated funds to these teachers. We are recommending that 90% of the generated TIA funds be distributed directly to the designated teacher. The remaining 10% will be used to support the district in the implementation of TIA and the ongoing development of the program. Based on our research, we believe our program is in line with other comparative districts. It is recommended that you approve as presented.

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

**MOTION REQUESTED**

***It is recommended that the Consent Agenda, Items “a-q”, be approved as presented by Administration.***

**WYLIE INDEPENDENT SCHOOL DISTRICT  
WYLIE, TEXAS**

MONDAY, MAY 16, 2022 - BOARD MEETING - REGULAR SESSION:

The Wylie Independent School District Board of Trustees met in regular session on Monday, May 16, 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 5:31 p.m.

Board members present:	Matt Atkins, Jacob Day, Mitch Herzog, Bill Howard, Heather Leggett, Kylie Reising and Stacie Smith
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Board members absent:	None
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School Officials Present:	Superintendent Dr. David Vinson, Deputy Superintendent Dr. Kim Spicer, Assistant Superintendents Casey Whittle, Scott Winn and Scott Roderick, Principals Tiffany Doolan, Jesse Chavoya, Beth Craighead, Christa Smyder, Joey Welborn, Tracy Halligan, Magan Porter, Vanessa Hudgins, Shawnell Bradshaw, Kellye Morton, Jamie Fletcher, Jennifer Wiseman, Morgan Power, Assistant Principals Tammy Sullivan, Angela Clark, Leslie Coble, Angela Waters, Andie Doty, Executive Director for Communications April Cunningham, Executive Director for Community Relations Ian Halperin, Executive Director for Secondary Education Dr. Stephen Davis, Executive Director for Athletics Kyle Craighead, Executive Director for Elementary Education Joei Shermer, Executive Director of Student Services Dr. Maricela Helm, Executive Director of Fine Arts Glenn Lambert, Director of Policy, Governance and Grants Dr. Jessica Branch, Director of Advanced Academics and Career Connections Jason Hudson, Director of Wylie Way and K-8 Counseling Amanda Martin, Director of Assessment and Accountability Dr. Judy Bolen
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Wylie Independent School District  
Board of Trustees  
Regular Session  
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School Officials Present: Director of Special Education and Health Services Sara Roland, Director of Recruitment and Retention Melissa Hefty, Director of Safety and Security Brian Kelly, Director of Special Services Jill Vasquez Director of Staff Development Lee Hattaway, 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 Donna Nettles, Administrative Assistant for Communications LaWanna Moody, Administrative Assistant for Public Relations Diane Neel, Administrative Assistant for Curriculum Krystal Smith, District Receptionist Vidi Almonte

Visitors: Approximately 150

#### BOARD FINANCE WORKSHOP

David Thompson, Thompson & Horton, LLP presented School Finance Training for the school board.

#### EXECUTIVE SESSION:

At 6:35 p.m., the board was called into Executive Session to discuss the following:

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. Teacher Contracts
  - b. 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.

EXECUTIVE SESSION (Continued)

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.

OPEN SESSION:

At 7:07 p.m., the meeting moved into open session.

RECOGNITIONS

1. School Resource Officer Appreciation
2. Model Professional Learning Community at Work
3. Introduction of Assistant Principal – Wylie High School
4. Introduction of Assistant Principal – Groves Elementary School
5. Introduction of Assistant Principal – Whitt Elementary School
6. Introduction of Executive Director of Finance
7. Introduction of Director of Assessment and Accountability
8. Introduction of Director of Student Services/Special Education
9. Wylie CLAAS – Creating Leaders and Advocates for Schools
10. Future Problem Solvers – Draper Intermediate School
11. Texas Association of Basketball Coaches – Girls Basketball – Academic All-State – Wylie East High School
12. Texas Association of Soccer Coaches – Academic All-State – Girls Soccer - Wylie East High School
13. Texas Association of Future Educators – Wylie East High School



RECOGNITIONS (Continued)

14. Texas Association of Soccer Coaches – Academic All-State – Boys Soccer – Wylie East High School
15. Texas Association of Basketball Coaches – Boys Basketball – Wylie East High School
16. HOSA: Future Health Professionals – Wylie East High School
17. Business Professionals of America – Wylie East High School
18. Wylie FFA – Wylie East High School
19. Wylie FFA – Wylie High School
20. University Interscholastic League Track and Field – State Meet Wylie High School
21. Texas High School Coaches Association – Academic All-State – Boys Track and Field – Wylie High School
22. Texas Army National Guard and the Texas High School Coaches Association  
Academic All-State – Girls Track and Field – Wylie High School
23. VEX Robotics Team – Wylie High School
24. HOSA: Future Health Professionals – Wylie High School

DONATIONS

The board received a donation in the amount of \$8,000 from PBK Architects, Inc.

M/M by Matt Atkins and seconded by Heather Leggett to accept the donation from PBK Architects, Inc. in the amount of \$8,000 as sponsors of the What Drives Winning Leaders Conference

Motion carried unanimously.

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### DONATIONS

The board received a donation in the amount of \$4,085 from the Akin Elementary PTA to Akin Elementary School.

M/M by Jacob Day and seconded by Kylie Reising to accept a donation from the Akin Elementary School PTA to Akin Elementary School in the amount of \$4,085 to be used for a Gaga Ball Pit and Four Square painting

Motion carried unanimously.

The board received a donation in the amount of \$20,000 from the Cox Elementary PTA to Cox Elementary School.

M/M by Heather Leggett and seconded by Bill Howard to accept a donation in the amount of \$20,000 from the Cox Elementary School PTA to Cox Elementary School to be used for library improvements and campus beautification

Motion carried unanimously.

The board received a donation in the amount of \$7,000 from the Hartman Elementary School PTA to Hartman Elementary School.

M/M by Heather Leggett and seconded by Jacob Day to accept a donation in the amount of \$7,000 from the Hartman Elementary School PTA to Hartman Elementary School to be used for a bench for the playground and playground shade

Motion carried unanimously.

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

1. A Student Wellness and Reproductive Health Update was given by Dr. Stephen Davis, Executive Director for Secondary Education and Rhonda Blackburn, School Health Advisory Council Chair

PUBLIC FORUM

Name	Address	Telephone	Topic
Shana Dixon	1914 Perthshire Drive	214 674 3776	D & I
Dawn Shallow	627 Chalk Hill		NSBA
Deonna Osborn	804 Edgeglen Trail, Sachse, TX 75048		Salaries Approval
Michael Schwerin			Transparency/Taxes
Jeffrey Keech			Taxes

ACTION ITEMS:

1. Consent Agenda
  - a. Minutes
  - b. Financial Reports
    1. Financial Reports
    2. Investment Reports
    3. Student Nutrition Reports
  - c. Budget Amendment 9 for the 2021-2022 School Year
  - d. Consider Resolution Approving the Review of Investment Policy and Strategies
  - e. Consider Resolution Approving of Independent Sources of Instruction Relating to Investment Responsibilities
  - f. Consider Resolution Approving List of Qualified Investment Brokers
  - g. Consider Resolution Approving Investment Officers

M/M by Mitch Herzog and seconded by Kylie Reising to approve the Consent Agenda, Items "a-g", as presented by administration

Motion carried unanimously.

ACTION ITEMS (Continued)

2. New and Unfinished Action Items

- a. Consider Approval of Emerald Vista Rezone – Second and Final Reading

M/M by Matt Atkins and seconded Bill Howard to approve the Emerald Vista Rezone as presented by administration

Motion carried unanimously.

- b. Consider Approval for 2022-2023 Salary Schedule

M/M by Bill Howard and seconded by Jacob Day to approve the 2022-2023 Salary Schedule as presented by administration

Motion carried unanimously.

- c. Personnel – Section 551.074 of the Texas Government Code

1. Resignations
2. Employment
3. Additional Personnel Units

M/M by Kylie Reising and seconded by Heather Leggett to approve resignations, employment and additional personnel units as presented by administration

Motion carried unanimously.

ADJOURNMENT:

At 8:56 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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**May 31, 2022**

# **Wylie Independent School District**

## **Interim Financial Reports**

**As of May 31, 2022**

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# Wylie Independent School District

## Balance Sheet

### All Governmental Funds

May 31, 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	\$ 3,065,847	\$ 228,678	\$ 10,262	\$ 72,022
1120	Current investments	75,036,337	6,495,291	37,869,110	19,963,536
1225	Taxes receivable, net	740,195	-	321,262	-
1240	Due from other governments	152,084	864,666	73,538	-
1250	Accrued Interest	-	-	-	-
1260	Due from other funds	1,047,136	2,667	-	-
1290	Other receivables	-	2,830	-	-
1300	Inventories	221,655	-	-	-
1490	Other current assets	1,619,689	26,118	-	91,901
1000	<b>Total Assets</b>	<u>\$ 81,882,944</u>	<u>\$ 7,620,249</u>	<u>\$ 38,274,172</u>	<u>\$ 20,127,458</u>
<b>Liabilities</b>					
2110	Accounts payable	\$ 681	(188)	\$ -	\$ 3,729,627
2150	Payroll deductions & withholdings	1,416,271	59,892	-	-
2160	Accrued wages payable	-	-	-	-
2170	Due to other funds	894,146	150,657	-	-
2180	Due to other governments	-	281	76,283	-
2200	Accrued expenditures	-	828,921	-	-
2300	Unearned revenue	-	-	-	-
2400	Payable from restricted assets	-	-	-	-
2600	Deferred Inflows	740,195	-	321,262	-
2000	<b>Total Liabilities</b>	<u>3,051,294</u>	<u>1,039,563</u>	<u>397,545</u>	<u>3,729,627</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	1,453,165	-	-
3470	Reserve for Capital Acq. Prog and Contractual Obligations	-	-	-	16,397,831
3480	Restricted for Retirement of Long-Term Debt	-	-	37,876,627	-
3490	Other reserves of fund balance	497,338	307,835	-	-
3540	Designated Fund Balance - Campus Activity Fund	-	1,120,600	-	-
3570	Assigned Fund Balance - Capital Exp. - Equipment	2,822,311	-	-	-
3590	Other Designated Fund Balances	590,757	-	-	-
3600	Unassigned Fund Balance	73,357,879	3,699,086	-	-
3000	<b>Total Fund Balances</b>	<u>78,831,650</u>	<u>6,580,686</u>	<u>37,876,627</u>	<u>16,397,831</u>
4000	<b>Total Liabilities and Fund Balances</b>	<u>\$ 81,882,944</u>	<u>\$ 7,620,249</u>	<u>\$ 38,274,172</u>	<u>\$ 20,127,458</u>

# Wylie Independent School District

## Budget and Actual

### General Fund

May 1, 2022 through May 31, 2022

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 80,826,313	\$ 81,102,541	100.34%
5800	State sources	88,259,383	60,440,098	68.48%
5900	Federal sources	<u>1,731,800</u>	<u>3,579,946</u>	<u>206.72%</u>
	<b>Total Revenues</b>	<u><b>170,817,496</b></u>	<u><b>145,122,585</b></u>	<u><b>84.96%</b></u>
<b>Expenditures</b>				
11	Instruction	103,548,714	77,677,660	75.02%
12	Instructional resources & media	1,357,614	959,138	70.65%
13	Staff development	5,061,991	4,032,146	79.66%
21	Instructional administration	1,665,425	1,444,394	86.73%
23	School administration	9,096,919	7,903,885	86.89%
31	Guidance and counseling	4,425,108	3,631,353	82.06%
32	Social Work Services	55,447	42,707	77.02%
33	Health services	1,936,811	1,532,158	79.11%
34	Student transportation	7,653,675	6,138,519	80.20%
35	Food Services	10,000	8,689	86.89%
36	Co-curricular activities	5,354,801	4,408,135	82.32%
41	General administration	7,026,592	5,893,994	83.88%
51	Plant maintenance & operations	17,819,775	14,401,859	80.82%
52	Security	1,841,129	1,319,597	71.67%
53	Technology	5,177,313	4,514,135	87.19%
61	Community service	1,100	680	61.82%
71	Debt service	1,606,628	1,479,830	92.11%
81	Facilities Acquisition and Construction	1,311,969	378,197	28.83%
95	JJAEP Programs	96,000	6,959	7.25%
99	Other Intergovernmental Charges	830,121	794,651	95.73%
	<b>Total Expenditures</b>	<u><b>175,877,132</b></u>	<u><b>136,568,685</b></u>	<u><b>77.65%</b></u>
	<b>Excess Revenues Over/(Under) Expenditures</b>	<u><b>(5,059,636)</b></u>	<u><b>8,553,900</b></u>	
7XXX	Other Financing Sources	-	21,056	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<u><b>-</b></u>	<u><b>21,056</b></u>	
	Actual Fund Balance - July 1, 2021	<u>70,256,694</u>	<u>70,256,694</u>	
	<b>Estimated Fund Balance - Ending</b>	<u><b>\$ 65,197,058</b></u>	<u><b>\$ 78,831,650</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

### General Fund

May 1, 2022 through May 31, 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	\$ 78,508,987	99.97%
5712 Taxes, Prior Years	300,000	300,000	136,621	45.54%
5716 Penalties and Interest	210,000	210,000	224,377	106.85%
5719 Other Tax Revenue	20,000	20,000	36,738	183.69%
Total Property Tax Revenue	79,059,675	79,059,675	78,906,723	99.81%
<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	50,651	101.30%
5742 Earnings from Investments	175,000	175,000	188,296	107.60%
5743 Rent	500,000	500,000	415,200	83.04%
5744 Donations	127,116	307,231	189,116	61.55%
5745 Insurance Recovery	-	25,000	25,000	100.00%
5749 Other Revenue from Local Sources	288,707	310,707	834,325	268.52%
5752 Athletic Activity	368,700	368,700	465,114	126.15%
Total Other Local Resources	1,539,523	1,766,638	2,195,818	124.29%
<b>Total Local Resources</b>	<b>80,599,198</b>	<b>80,826,313</b>	<b>81,102,541</b>	<b>100.34%</b>
<b>State Sources</b>				
5811 Per Capita Apportionment	3,437,259	3,437,259	3,811,946	110.90%
5812 Foundation School Program (FSP)	75,391,170	75,391,170	48,821,260	64.76%
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	7,527,575	80.96%
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>60,440,098</b>	<b>68.48%</b>
<b>Federal Resources</b>				
5919 Indirect Costs from Federal Funds (SSA)	-	-	3	
5929 Indirect Costs from Federal Funds (TEA)	-	-	1,431,255	
5931 School Health Services (SHARS)	1,500,000	1,500,000	1,856,183	123.75%
5932 Medicaid Adm Claiming Program (MAC)	8,000	8,000	54,787	684.83%
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	143,102	119.25%
<b>Total Federal Revenue</b>	<b>1,731,800</b>	<b>1,731,800</b>	<b>3,579,946</b>	<b>206.72%</b>
<b>TOTAL REVENUES</b>	<b>\$ 170,456,993</b>	<b>\$ 170,817,496</b>	<b>\$ 145,122,585</b>	<b>84.96%</b>

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### General Fund

May 1, 2022 through May 31, 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	\$ 142,545,786	\$ 111,177,055	77.99%
<b>6200s</b>				
6200-6299 Professional & Contracted Services	10,214,761	10,700,562	8,349,219	78.03%
<b>6300s</b>				
6300-6399 Supplies & Materials	9,990,319	13,464,048	10,858,635	80.65%
<b>6400s</b>				
6400-6499 Other Operating Costs	4,325,282	4,691,380	3,421,953	72.94%
<b>6500s</b>				
6500-6599 Debt Services	1,606,628	1,606,628	1,479,830	92.11%
<b>6600s</b>				
6600-6699 Capital Outlay	1,499,510	2,868,728	1,281,994	44.69%
<b>TOTAL EXPENSES</b>	<b>\$ 170,456,993</b>	<b>\$ 175,877,132</b>	<b>\$ 136,568,685</b>	<b>77.65%</b>

# Wylie Independent School District

## Budget and Actual

### Special Revenue Fund

May 1, 2022 through May 31, 2022

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 2,911,653	\$ 2,915,672	100.14%
5800	State sources	1,018,364	609,355	59.84%
5900	Federal sources	<u>19,968,928</u>	<u>9,479,822</u>	<u>47.47%</u>
	<b>Total Revenues</b>	<b><u>23,898,945</u></b>	<b><u>13,004,848</u></b>	<b><u>54.42%</u></b>
<b>Expenditures</b>				
11	Instruction	15,133,833	8,919,491	58.94%
12	Instructional resources & media	238,138	147,946	62.13%
13	Staff development	2,426,934	764,970	31.52%
21	Instructional administration	34,237	30,327	88.58%
23	School administration	617,593	217,177	35.17%
31	Guidance and counseling	3,245,189	1,582,037	48.75%
32	Social Work Services	48,505	33,851	69.79%
33	Health services	29,682	29,614	99.77%
34	Student transportation	57,216	56,100	98.05%
35	Food Service	52,342	50,829	97.11%
36	Co-curricular activities	1,289,829	796,379	61.74%
41	General administration	1,123,918	75,918	6.75%
51	Plant maintenance & operations	308,332	173,991	56.43%
52	Security	380,330	379,913	99.89%
53	Technology	34,550	34,550	100.00%
61	Community service	23,364	7,785	33.32%
81	Facilities Acquisition and Construction	-	-	0.00%
	<b>Total Expenditures</b>	<b><u>25,043,991</u></b>	<b><u>13,300,878</u></b>	<b><u>53.11%</u></b>
	<b>Excess Revenues Over/(Under) Expenditures</b>	<b>(1,145,047)</b>	<b>(296,029)</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>\$ 283,388</u></b>	<b><u>\$ 1,132,405</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

May 1, 2022 through May 31, 2022

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	\$ 3,300,126	\$ 1,009,792	30.60%
5800	State sources	220,000	56,867	25.85%
5900	Federal sources	<u>4,033,805</u>	<u>8,885,270</u>	<u>220.27%</u>
	<b>Total Revenues</b>	<u><b>7,553,931</b></u>	<u><b>9,951,930</b></u>	<u><b>131.75%</b></u>
<b>Expenditures</b>				
35	Food Services	8,444,691	5,950,085	70.46%
51	Plant Maintenance and Operations	10,740	7,500	69.83%
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>8,459,931</b></u>	<u><b>5,957,585</b></u>	<u><b>70.42%</b></u>
	<b>Excess Revenues Over/(Under) Expenditures</b>	(906,000)	3,994,344	
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>	
	<b>Estimated Fund Balance - Ending</b>	<u><b>\$ 547,165</b></u>	<u><b>\$ 5,448,280</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

May 1, 2022 through May 31, 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	\$ 6,202	17.72%
5745 Insurance Recovery	-	-	-	
5749 Other Revenue from Local Sources	10,175	10,175	2,968	29.17%
5751 Food Service Activity	3,254,951	3,254,951	1,000,622	30.74%
<b>Total Local Resources</b>	<u>3,300,126</u>	<u>3,300,126</u>	<u>1,009,792</u>	<u>30.60%</u>
<b>State Sources</b>				
5829 State Revenue	45,000	45,000	40,611	90.25%
5831 TRS on Behalf	175,000	175,000	16,256	9.29%
<b>Total State Revenue</b>	<u>220,000</u>	<u>220,000</u>	<u>56,867</u>	<u>25.85%</u>
<b>Federal Resources</b>				
5919 Federal Revenue	-	-	-	
5921 NSLP-School Breakfast	657,462	657,462	1,401,660	213.19%
5922 NSLP - School Lunch	2,418,285	2,418,285	7,114,312	294.19%
5923 USDA Donated Commodities	608,768	608,768	-	0.00%
5939 Fed Rev Distributed by TX Govt Agency	-	349,290	369,299	105.73%
<b>Total Federal Revenue</b>	<u>3,684,515</u>	<u>4,033,805</u>	<u>8,885,270</u>	<u>220.27%</u>
<b>TOTAL REVENUES</b>	<u><u>\$ 7,204,641</u></u>	<u><u>\$ 7,553,931</u></u>	<u><u>\$ 9,951,930</u></u>	<u><u>131.75%</u></u>

# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### Food Service Fund

May 1, 2022 through May 31, 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	\$ 2,444,794	71.04%
<b>6200s</b>					
6200-6299	Professional & Contracted Services	82,740	74,240	62,119	83.67%
<b>6300s</b>					
6300-6399	Supplies & Materials	3,389,686	4,876,355	3,409,948	69.93%
<b>6400s</b>					
6400-6499	Other Operating Costs	21,250	29,700	21,552	72.56%
<b>6500s</b>					
6500-6599	Debt Services	4,500	4,500	-	0.00%
<b>6600s</b>					
6600-6699	Capital Outlay	15,000	33,671	19,172	56.94%
<b>TOTAL EXPENSES</b>		<b>\$ 7,204,641</b>	<b>\$ 8,459,931</b>	<b>\$ 5,957,585</b>	<b>70.42%</b>

# Wylie Independent School District

## Budget and Actual

### Debt Service Fund

May 1, 2022 through May 31, 2022

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
	<b>Revenues</b>			
5700	Local & intermediate sources	\$ 37,030,891	\$ 37,498,491	101.26%
5800	State sources	-	1,016,600	0.00%
	<b>Total Revenues</b>	<u>37,030,891</u>	<u>38,515,091</u>	<u>104.01%</u>
	<b>Expenditures</b>			
71	Debt service	<u>37,030,891</u>	<u>36,685,441</u>	<u>99.07%</u>
	<b>Total Expenditures</b>	<u>37,030,891</u>	<u>36,685,441</u>	<u>99.07%</u>
	<b>Excess Revenues Over/(Under) Expenditures</b>	<u>-</u>	<u>1,829,650</u>	
7XXX	Other Financing Sources	-	24,019,644	
8XXX	Other Financing Uses	-	24,091,429	
	<b>Total Other Financing Sources/(Uses)</b>	<u>-</u>	<u>(71,785)</u>	
	Actual Fund Balance - July 1, 2021	<u>36,118,763</u>	<u>36,118,763</u>	
	<b>Estimated Fund Balance - Ending</b>	<u>\$ 36,118,763</u>	<u>\$ 37,876,627</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

### Debt Service Fund

May 1, 2022 through May 31, 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	\$ 37,279,542	101.29%
5712 Taxes, Prior Years	120,000	120,000	57,521	47.93%
5716 Penalties and Interest	75,000	75,000	101,921	135.89%
5719 Other Tax Revenue	-	-	-	
Total Property Tax Revenue	<u>37,000,891</u>	<u>37,000,891</u>	<u>37,438,984</u>	<u>101.18%</u>
<b>Other Local Revenue</b>				
5742 Earnings from Investments	30,000	30,000	59,060	196.87%
5749 Other Revenue from Local Sources	-	-	447	
Total Other Local Resources	<u>30,000</u>	<u>30,000</u>	<u>59,507</u>	<u>198.36%</u>
<b>Total Local Resources</b>	<u>37,030,891</u>	<u>37,030,891</u>	<u>37,498,491</u>	<u>101.26%</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>\$ 38,515,091</u></u>	<u><u>104.01%</u></u>



# WYLIE INDEPENDENT SCHOOL DISTRICT

## Expense Detail by Object

### Debt Service Fund

May 1, 2022 through May 31, 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	37,242,869	36,685,441	98.50%
<b>TOTAL EXPENSES</b>	<b>\$ 37,030,891</b>	<b>\$ 37,242,869</b>	<b>\$ 36,685,441</b>	<b>98.50%</b>

**Wylie Independent School District**  
**Budget and Actual**  
**Capital Projects Fund**  
**May 1, 2022 through May 31, 2022**

		<u>Budget*</u>	<u>YTD Actual**</u>	<u>% of Budget</u>
<b>Revenues</b>				
5700	Local & intermediate sources	<u>-</u>	<u>54,353</u>	<u>0.00%</u>
	<b>Total Revenues</b>	<u>-</u>	<u>54,353</u>	
<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	-	-	0.00%
36	Co-curricular Activities	166,722	-	0.00%
41	General administration	-	-	0.00%
51	Plant Maintenance & Operations	1,366,308	692,940	50.72%
52	Security & Monitoring	-	-	0.00%
53	Technology	-	-	0.00%
71	Debt Service	30,489	-	0.00%
81	Capital outlay	<u>46,846,053</u>	<u>31,434,075</u>	<u>67.10%</u>
	<b>Total Expenditures</b>	<u>48,409,572</u>	<u>32,127,015</u>	
	<b>Excess Revenues Over/(Under) Expenditures</b>	(48,409,572)	(32,072,662)	
7XXX	Other Financing Sources	-	-	
8XXX	Other Financing Uses	<u>-</u>	<u>-</u>	
	<b>Total Other Financing Sources/(Uses)</b>	<u>-</u>	<u>-</u>	
	Actual Fund Balance - July 1, 2021	<u>48,470,494</u>	<u>48,470,494</u>	
	<b>Estimated Fund Balance - Ending</b>	<u>\$ 60,922</u>	<u>\$ 16,397,832</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**

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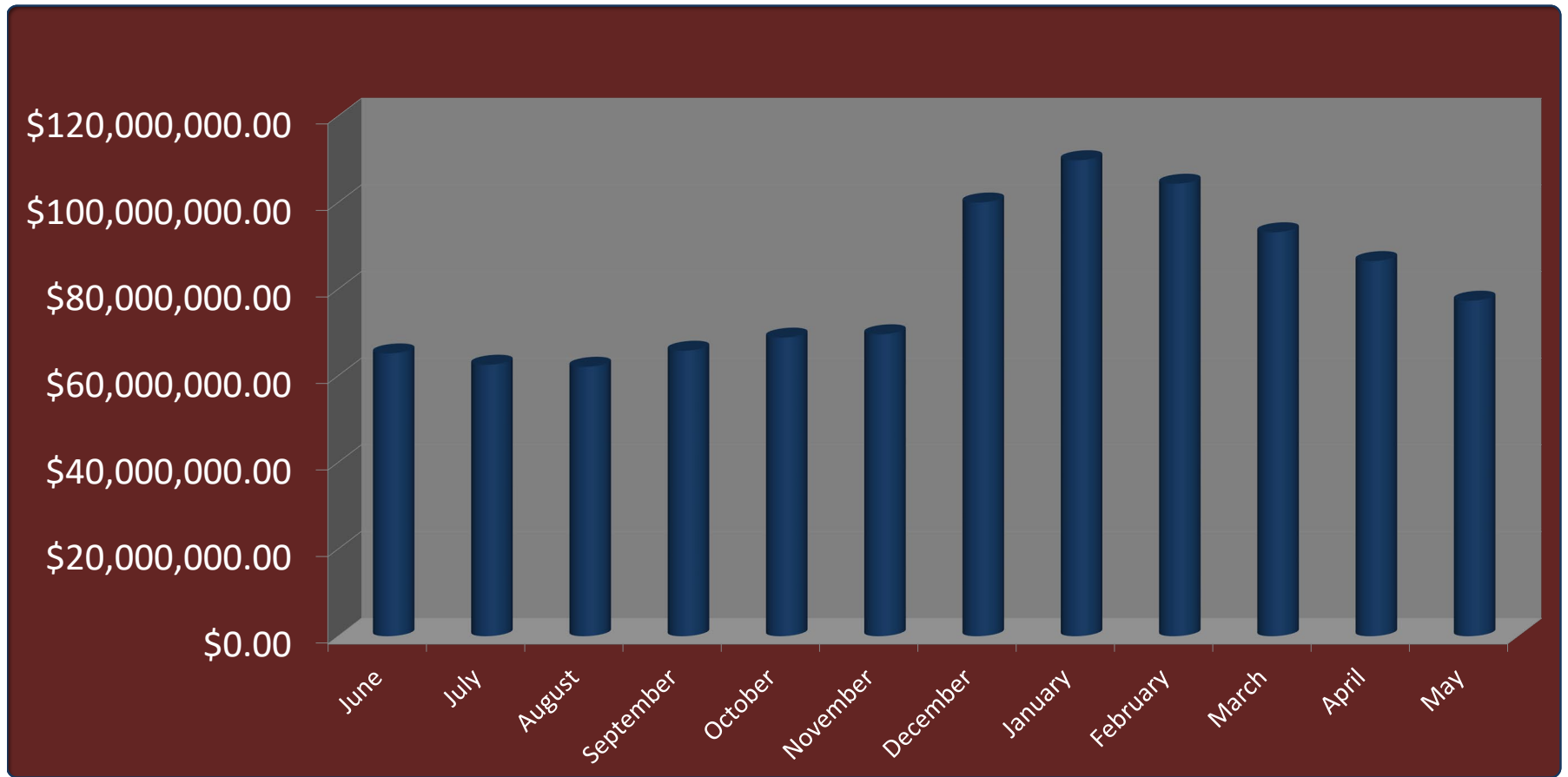
# **Monthly Investment Report**

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**5/31/2022**

**Wylie Independent School District**  
**Market Value of Operating Fund Investments**  
**For the Twelve Months Ending May 31, 2022**

	June	July	August	September	October	November	December	January	February	March	April	May
<b>Total</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>\$93,131,169.06</b>	<b>\$86,481,668.56</b>	<b>\$77,335,133.09</b>
<b>Inwood</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>\$1,086,590.58</b>	<b>\$1,088,015.01</b>	<b>\$1,163,024.43</b>
<b>Lone Star/Landing Rock</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>	<b>\$92,044,578.48</b>	<b>\$85,393,653.55</b>	<b>\$76,172,108.66</b>



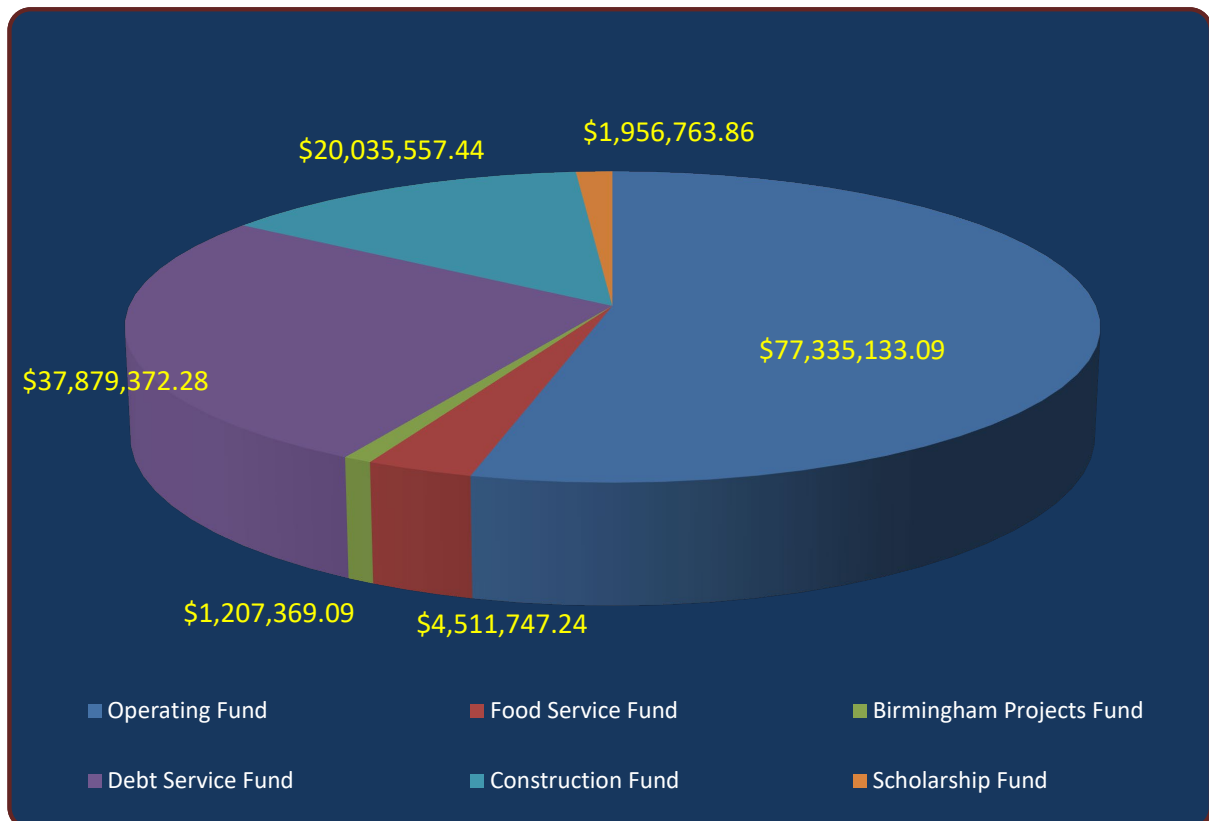
# Wylie Independent School District

## Market Value of Investments

As of May 31, 2022

Operating Fund	\$ 77,335,133.09
Food Service Fund	\$ 4,511,747.24
Birmingham Projects Fund	\$ 1,207,369.09
Debt Service Fund	\$ 37,879,372.28
Construction Fund	\$ 20,035,557.44
Scholarship Fund	\$ 1,956,763.86
<b>TOTAL</b>	<b><u>\$ 142,925,943.00</u></b>

## TOTAL PORTFOLIO



# Wylie Independent School District

## Current Period Change in Market Value

May 1, 2022 through May 31, 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	1,088,015.01	1,163,024.43	75,009.42
	Lone Star Investment Fund	73,117,828.50	63,892,314.99	(9,225,513.51)
	Landing Rock Cash Mgt (form. USA Mutual)	12,275,825.05	12,279,793.67	3,968.62
240	<b>Food Service Fund</b>			
	Inwood National Bank	136,463.27	111,179.33	(25,283.94)
	Lone Star Investment Fund	3,984,423.95	4,400,567.91	416,143.96
4XX	<b>Birmingham Projects Fund</b>			
	Inwood National Bank	326,703.03	248,418.15	(78,284.88)
	LOGIC Escrow 1940 Trust	786,685.12	787,227.19	542.07
	LOGIC Escrow 1950 Trust	171,595.55	171,713.80	118.25
	LOGIC Prime	9.95	9.95	-
511	<b>Debt Service Fund</b>			
	Inwood National Bank	10,247.26	10,262.29	15.03
	Lone Star Investment Fund	37,971,176.63	37,869,109.99	(102,066.64)
629	<b>Construction Fund</b>			
	Inwood National Bank	15,737.72	14,506.12	(1,231.60)
	Lone Star Investment Fund (2019 Bond)	12,664,258.35	11,319,604.80	(1,344,653.55)
650	<b>Construction Fund</b>			
	Inwood National Bank	20,103.85	20,135.19	31.34
	Lone Star Investment Fund	-	-	-
680	<b>Construction Fund</b>			
	Inwood National Bank	7,006.52	7,017.45	10.93
681	<b>Construction Fund</b>			
	Inwood National Bank	2,741.91	2,746.19	4.28
	Lone Star Investment Fund	413,155.39	413,443.11	287.72
682	<b>Construction Fund</b>			
	Inwood National Bank	28,209.39	27,616.77	(592.62)
	Lone Star Investment Fund	8,246,760.17	8,230,487.81	(16,272.36)
8XX	<b>Scholarship Fund</b>			
	Inwood National Bank	170,646.54	171,145.06	498.52
	JP Morgan Investment Management Account	1,779,686.32	1,785,618.80	5,932.48

# Wylie Independent School District

## Current Period Interest Earnings

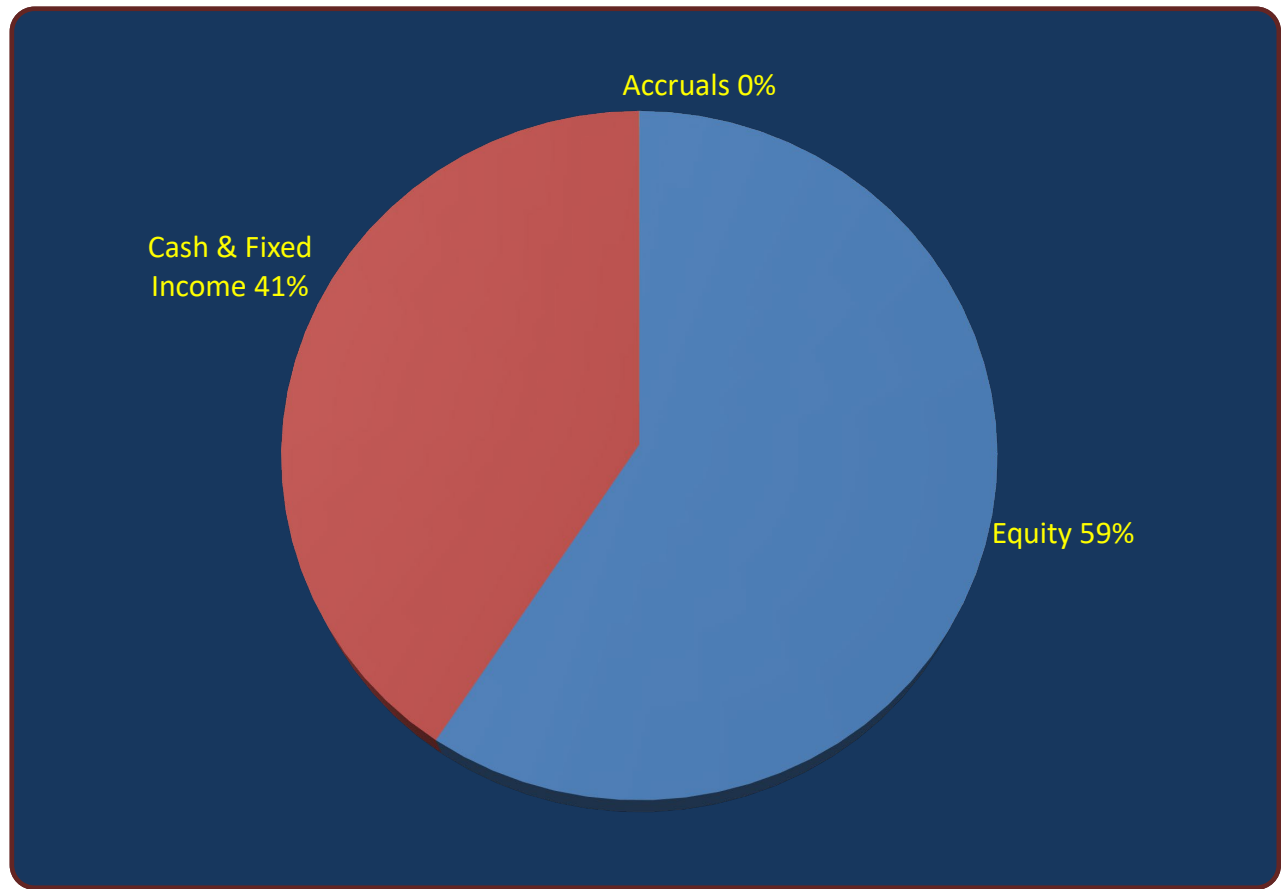
May 1, 2022 through May 31, 2022

<u>Fund</u>	<u>Investment Description</u>	<u>May 2022 YTD Interest Earned</u>	<u>May 2021 YTD Interest Earned</u>
199	Operating Fund	188,295.79	165,093.74
240	Food Service Fund	6,201.95	2,560.43
4XX	Birmingham Projects Fund	3,425.07	3,611.25
511	Debt Service Fund	59,060.45	30,580.10
629	Construction Fund	38,929.94	214,643.13
650	Construction Fund	94.25	249.60
680	Construction Fund	49.26	154.48
681	Construction Fund	777.05	905.10
682	Construction Fund	14,913.09	7,836.36
8XX	Scholarship Fund	53,740.57	34,197.65
TOTAL INTEREST TO DATE		365,487.42	459,930.55

**Wylie Independent School District**  
**Birmingham Scholarship Fund - Asset Allocation**  
As of May 31, 2022

	Ending Market Value	Current Allocation
Equity	\$ 1,059,067.77	59%
Cash & Fixed Income	\$ 726,346.64	41%
Accruals	<u>\$ 204.39</u>	<u>0%</u>
<b>TOTAL</b>	<u>\$ 1,785,618.80</u>	<u>100%</u>

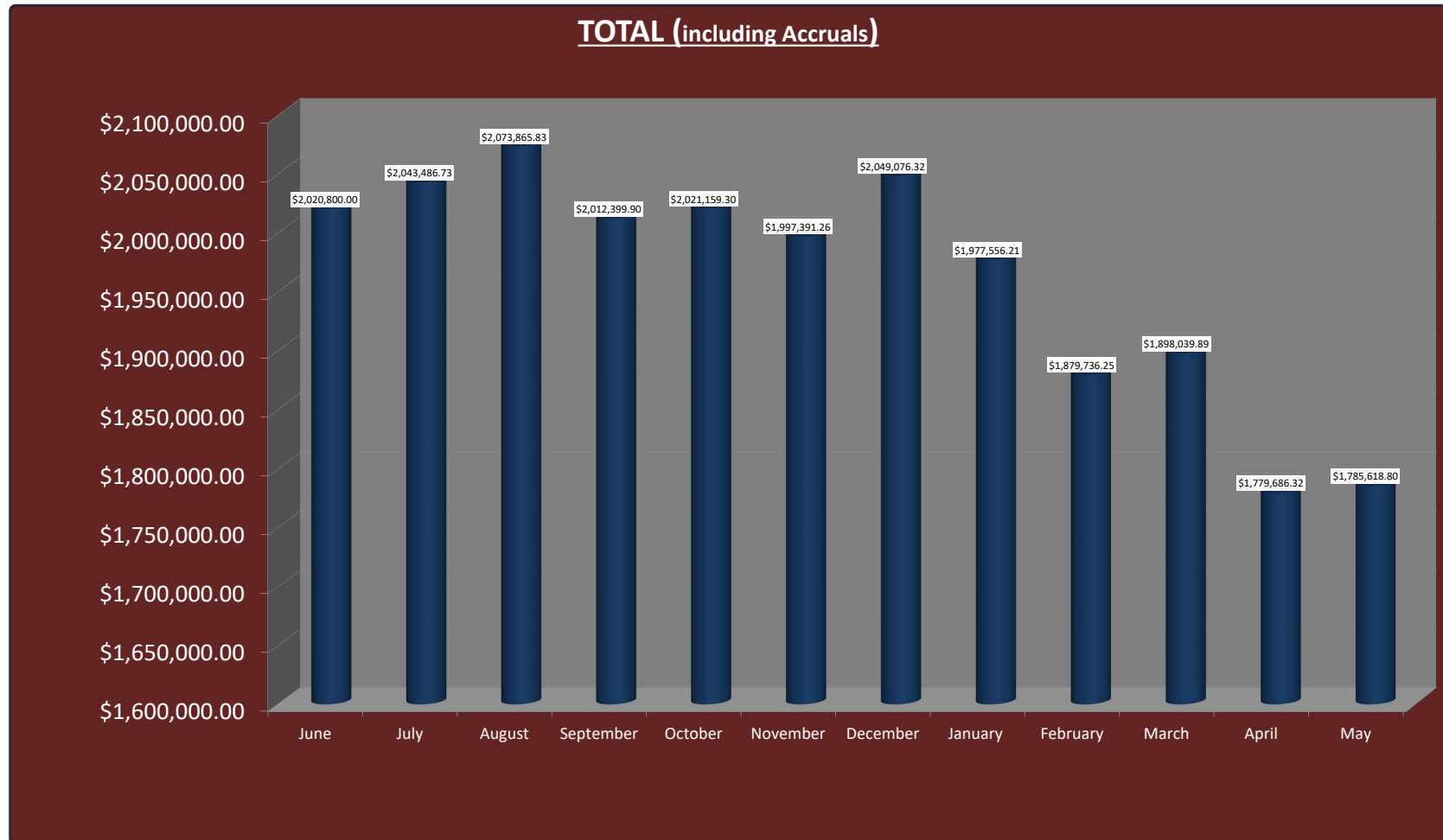
**ASSET ALLOCATION**





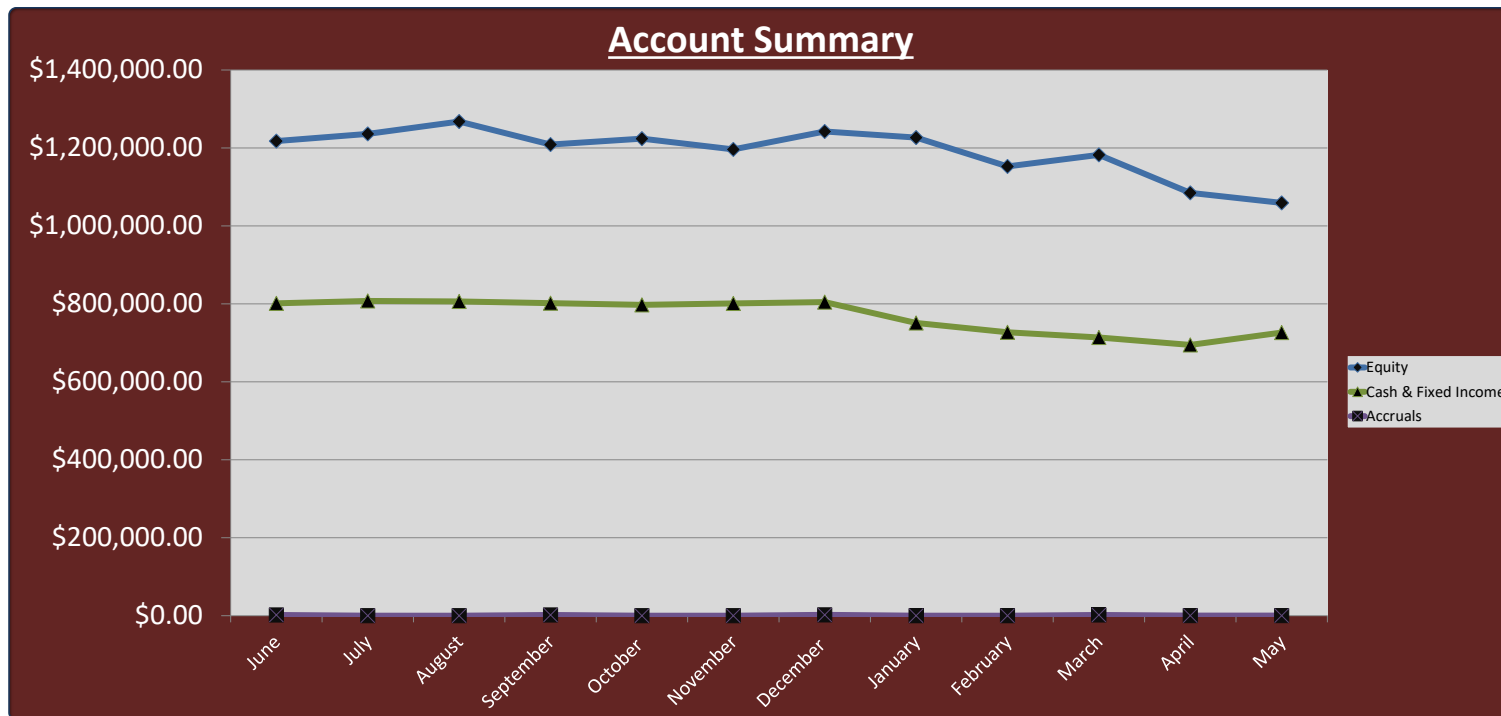
**Wylie Independent School District**  
**Market Value of Birmingham Scholarship Fund Investments (Total)**  
**For the Twelve Months Ending May 31, 2022**

June	July	August	September	October	November	December	January	February	March	April	May
\$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	\$1,898,039.89	\$1,779,686.32	\$1,785,618.80



**Wylie Independent School District**  
**Market Value of Birmingham Scholarship Fund Investments (Summary)**  
**For the Twelve Months Ending May 31, 2022**

	June	July	August	September	October	November	December	January	February	March	April	May
Equity	\$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	\$1,182,295.41	\$1,084,800.08	\$1,059,067.77
Cash & Fixed Income	\$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	\$713,917.61	\$694,702.68	\$726,346.64
Accruals	\$1,839.13	\$0.70	\$0.61	\$1,908.56	\$0.56	\$0.60	\$2,228.15	\$0.68	\$0.59	\$1,826.87	\$183.56	\$204.39



**Wylie Independent School District**  
**Current Period Change in Values - Birmingham Scholarship Fund**  
**May 1, 2022 through May 31, 2022**

Investment Description	Purchase Maturity		Price	Quantity	Market Value			Adjusted Tax Cost			Yield	Accrual
	Date	Date			Beginning	Ending	Change	Beginning	Ending	Change		
JP Morgan - TOTAL EQUITY												
US Large Cap Equity												
Fidelity 500 Index Inst PRM			143.79	77.065	11,061.14	11,081.18	20.04	11,635.27	11,635.27	-	1.56%	
Six Circles US Unconstrained			12.76	13,630.388	174,468.97	173,923.75	(545.22)	156,475.63	156,475.63	-	1.53%	
SPDR S&P 500 ETF Trust	26-Jun-13		412.93	1,336.000	550,432.00	551,674.48	1,242.48	306,262.06	306,262.06	-	1.41%	
US Mid Cap Equity												
EAFE Equity												
ISHARES CORE MSCI EAFE ETF			70.01	252.000	17,297.28	17,642.52	345.24	15,934.48	15,934.48	-	3.74%	
JPMORGAN BETABUILDERS CANADA ETF			65.80	591.000	38,225.88	38,887.80	661.92	29,047.39	29,047.39	-	2.19%	
Six Circles International UNCON EQ			9.93	14,305.951	139,053.84	142,058.09	3,004.25	142,081.03	142,081.03	-	2.73%	
European Large Cap Equity												
JPMorgan Betabuilders Europe - ETF			52.58	682.000	67,409.42	35,859.56	(31,549.86)	69,601.09	39,285.08	(30,316.01)	2.84%	
Japanese Large Cap Equity												
JPMorgan Betabuilders Japan - ETF			47.47	1,067.000	49,775.55	50,650.49	874.94	51,491.49	51,491.49	-	3.35%	
Asia ex-Japan Equity												
JPM Betabuilders Developed Asia EX-Japan ETF			52.30	713.000	37,076.00	37,289.90	213.90	36,313.43	36,313.43	-	5.82%	
Emerging Market Equity												
ISHARES CORE MSCI EMERGING			-	-	-	-	-	-	-	-	0.00%	
Total Equity					1,084,800.08	1,059,067.77	(25,732.31)	818,841.87	788,525.86	(30,316.01)		
JP Morgan - CASH AND US FIXED INCOME												
Cash												
US Dollar			1.00	20,479.560	19,636.73	20,479.56	842.83	19,636.73	20,479.56		0.70%	
Cost of Pending Purchases			1.00	(11,337.35)	-	(11,337.35)	(11,337.35)	-	(11,337.35)			
Proceeds from Pending Sales			1.00	33,230.620	-	33,230.62	33,230.62	-	33,230.62			
US Fixed Income												
BLCKRCK HI YLD BND PORT-K			-	-	-	-	-	-	-		0.00%	
Six Circles Ultra Short Duration			9.84	1,770.46	17,421.31	17,421.31	-	17,722.29	17,722.29		0.88%	
JPM Core Bond FD - USD - R6 ISIN			10.76	5,026.85	54,088.88	54,088.88	-	61,172.30	61,172.30		2.54%	
JPM HIGH YIELD FD - USD- R6			-	-	-	-	-	-	-		0.00%	
Pimco Investment Grade CRD BND-INST			-	-	-	-	-	-	-		0.00%	
Pimco Income FD-INS			11.01	1,472.58	16,168.94	16,213.12	44.18	17,765.26	17,765.26		4.36%	
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			77.54	485.00	37,359.55	37,606.90	247.35	39,934.90	39,934.90		1.15%	
Vanguard Total Bond Market			76.68	627.00	36,495.01	48,078.36	11,583.35	38,092.42	49,429.77		2.13%	
Vanguard Mortgage-Backed SEC			48.60	745.00	35,931.35	36,207.00	275.65	39,235.18	39,235.18		1.42%	
Non-US Fixed Income												
Vanguard Total Intl Bond ETF			50.45	2,013.00	102,320.79	101,555.85	(764.94)	115,023.45	115,023.45		3.34%	
Vanguard Total Intl Bnd-Adm			20.15	8,424.97	171,532.37	169,763.13	(1,769.24)	188,827.04	188,827.04		3.30%	
Global Fixed Income												
Six Circles Global Bond			9.22	20,085.53	185,590.29	185,188.58	(401.71)	204,648.77	204,648.77		1.30%	
Six Circles Credit Opport			9.31	1,917.37	18,157.46	17,850.68	(306.78)	19,461.26	19,461.26		4.36%	
Total Alternative Assets					694,702.68	726,346.64	31,643.96	761,519.60	795,593.05	-		
Total Other					-	-	-	-	-	-		
Accruals					183.56	204.39	20.83					
TOTAL					1,779,686.32	1,785,618.80	5,932.48					

## Investment Officers Certification

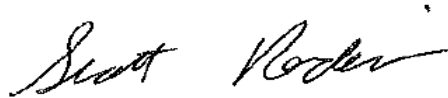
I hereby certify the preceding information is a true and accurate description of the investment portfolio of the Wylie Independent School District for the period indicated. All investments are in compliance with the Public Funds Investment Act and local district investment policies.

Lynn Lyon  
Executive Director of Finance

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

May 31, 2022

J. Scott Roderick  
Assistant Superintendent of Finance and Operations

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

May 31, 2022

**WYLIE INDEPENDENT SCHOOL DISTRICT  
SCHOOL BOARD REPORT**

*STUDENT NUTRITION DEPARTMENT*

MONTH:                      May-22

DAYS IN OPERATION:     19

	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	2,952	3,898	3,001	1,575	1,300	1,255	2,470	2,445	568	1,396	734	962	1,410	788	492	499	847	1,448	1,101	1,365	30,506
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	17,693	18,444	12,037	11,843	10,402	9,959	11,512	12,670	1,578	7,637	7,140	10,451	7,044	7,403	8,045	5,564	6,323	7,179	10,005	8,913	191,842
ADULTS-Paid	3	41	28	2	9	39	18	18	0	38	15	67	22	6	7	19	15	28	16	19	410
ADULTS-Free	195	175	145	98	71	91	74	93	0	68	70	93	22	86	65	41	79	76	82	45	1,669
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	20,645	22,342	15,038	13,418	11,702	11,214	13,982	15,115	2,146	9,033	7,874	11,413	8,454	8,191	8,537	6,063	7,170	8,627	11,106	10,278	222,348
ADA	2848	2323	952	982	874	819	911	972	116	552	547	819	608	582	645	578	481	613	861	730	17,813
% SERVED	38%	51%	83%	72%	70%	72%	81%	82%	97%	86%	76%	73%	73%	74%	70%	55%	78%	74%	68%	74%	66%
% LAST MONTH	42%	56%	85%	80%	78%	77%	84%	88%	89%	88%	85%	83%	81%	79%	74%	57%	82%	75%	79%	78%	71%
% LAST YEAR	16%	29%	41%	36%	29%	47%	50%	51%	50%	64%	64%	57%	58%	53%	65%	47%	58%	49%	58%	47%	42%
	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	909	586	108	29	69	81	47	123	8	33	44	219	42	13	6	10	87	98	55	189	2,755
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	10,859	8,778	3,528	2,820	2,663	3,396	5,120	3,838	346	2,203	3,363	3,585	1,100	2,948	2,243	3,310	2,118	1,672	3,324	2,519	69,733
ADULTS-Paid	8	12	12	1	0	0	6	1	0	2	1	2	1	2	1	7	0	1	1	1	59
ADULTS-Free	5	31	88	35	32	92	17	28	0	46	29	63	7	56	34	0	55	38	60	68	784
STUDENTS SERVED	11,768	9,364	3,636	2,849	2,732	3,477	5,167	3,961	354	2,236	3,407	3,804	1,142	2,961	2,249	3,320	2,205	1,770	3,379	2,708	72,488
ADA	2848	2323	952	982	874	819	911	972	116	552	547	819	608	582	645	578	481	613	861	730	17813
% SERVED	22%	21%	20%	15%	16%	22%	30%	21%	16%	21%	33%	24%	10%	27%	18%	30%	24%	15%	21%	20%	21%
% LAST MONTH	23%	23%	22%	14%	16%	23%	23%	22%	14%	23%	34%	28%	12%	28%	18%	30%	24%	13%	22%	21%	22%
% LAST YEAR	8%	13%	7%	9%	10%	16%	15%	8%	12%	12%	28%	24%	7%	19%	22%	28%	20%	7%	15%	8%	13%



**WYLIE INDEPENDENT SCHOOL DISTRICT  
DETAIL BUDGET AMENDMENT #10  
2021-2022 SCHOOL YEAR**

<u>Monday, June 20, 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	80,826,313	750	80,827,063	3,300,126	3,300,126	-	3,300,126	37,030,891	37,030,891	250,000	37,280,891
58xx -State Revenue	88,125,995	88,259,383	2,175,000	90,434,383	220,000	220,000	-	220,000	-	-	750,000	750,000
59xx - Federal Revenue	1,731,800	1,731,800	1,400,000	3,131,800	3,684,515	4,033,805	-	4,033,805	-	-	-	-
79xx - Other Sources	-	-	1,492,285	1,492,285	-	-	-	-	-	24,019,644	-	24,019,644
<b>TOTAL Revenues</b>	<b>170,456,993</b>	<b>170,817,496</b>	<b>5,068,035</b>	<b>175,885,531</b>	<b>7,204,641</b>	<b>7,553,931</b>	<b>-</b>	<b>7,553,931</b>	<b>37,030,891</b>	<b>61,050,535</b>	<b>1,000,000</b>	<b>62,050,535</b>
<b>Func Description</b>												
11 Instruction	102,078,643	103,548,714	1,333,928	104,882,642	-	-	-	-	-	-	-	-
12 Instructional Res/Media	1,291,641	1,357,614	50,000	1,407,614	-	-	-	-	-	-	-	-
13 Curriculum/Staff Dev	5,014,926	5,061,991	-	5,061,991	-	-	-	-	-	-	-	-
21 Instructional Leadership	1,671,125	1,665,425	59,375	1,724,800	-	-	-	-	-	-	-	-
23 Campus Administration	9,081,329	9,096,919	112,557	9,209,476	-	-	-	-	-	-	-	-
31 Guidance/Counseling	4,398,122	4,425,108	50,000	4,475,108	-	-	-	-	-	-	-	-
32 Social Work Services	55,447	55,447	-	55,447	-	-	-	-	-	-	-	-
33 Health Services	1,791,448	1,936,811	170,000	2,106,811	-	-	-	-	-	-	-	-
34 Transportation	7,472,064	7,653,675	179,958	7,833,633	-	-	-	-	-	-	-	-
35 Food Services	-	10,000	5,000	15,000	7,189,401	8,444,691	-	8,444,691	-	-	-	-
36 Co-Extra Curricular	5,195,492	5,354,801	78,826	5,433,627	-	-	-	-	-	-	-	-
41 Central Administration	7,004,249	7,026,592	23,433	7,050,025	-	-	-	-	-	-	-	-
51 Plant Maintenance	17,430,774	17,819,775	-	17,819,775	10,740	10,740	-	10,740	-	-	-	-
52 Security	1,751,784	1,841,129	-	1,841,129	-	-	-	-	-	-	-	-
53 Data Processing/Technology	3,671,801	5,177,313	4,958	5,182,271	-	-	-	-	-	-	-	-
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	37,242,869	7,755,000	44,997,869
81 Facilities Acquisition & Construction	14,299	1,311,969	-	1,311,969	-	-	-	-	-	-	-	-
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>175,877,132</b>	<b>2,068,035</b>	<b>177,945,167</b>	<b>7,204,641</b>	<b>8,459,931</b>	<b>-</b>	<b>8,459,931</b>	<b>37,030,891</b>	<b>37,242,869</b>	<b>7,755,000</b>	<b>44,997,869</b>
89xx - Other Uses	-	-	3,000,000	3,000,000	-	-	-	-	-	24,091,430	-	24,091,430
<b>TOTAL</b>	<b>170,456,993</b>	<b>175,877,132</b>	<b>5,068,035</b>	<b>180,945,167</b>	<b>7,204,641</b>	<b>8,459,931</b>	<b>-</b>	<b>8,459,931</b>	<b>37,030,891</b>	<b>61,334,299</b>	<b>7,755,000</b>	<b>69,089,299</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>(283,764)</b>	<b>(6,755,000)</b>	<b>(7,038,764)</b>

WYLIE INDEPENDENT SCHOOL DISTRICT  
Fund General (164 196 199)

Budget Amendment #10  
Monday, June 20, 2022  
for the 2021-2022 School Year

Fund 196 Donations - (For Memo Only)

		Approved Current Budget	Amendment	Revised Budget	Reason for Amending
REVENUE					
196-00-5744-00-734-000000	Gifts and Bequests	22,522	250	22,772	Comm Relations - American Nat'l Bank donation
196-00-5744-00-809-000000	Gifts and Bequests	850	500	1,350	CTE - FEC Electric donation
Total Revenue-Fund 196			750		
EXPENDITURES					
196-11-6398-00-809-022809	Instruction	850	500	1,350	CTE - Career Program donation
196-41-6499-00-734-099000	Central Administration	38,307	250	38,557	Comm Relations - Wylie Way Awards Gala sponsorship
Total Expenditures-Fund 196			750		

\*Denotes new account code

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

Budget Amendment #10  
Monday, June 20, 2022  
for the 2021-2022 School Year

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

		Approved			
		Current Budget	Amendment	Revised Budget	Reason for Amending
199-00-5811-00-000-000000	State Revenue	3,437,259	2,100,000	5,537,259	Per Capita Adjustment
199-00-5811-00-000-000000	State Revenue	3,437,259	75,000	5,612,259	Per Capita Offset
199-00-5929-00-000-000000	Federal Revenue	0	900,000	900,000	Federal Revenue from TEA - IDC Adjustment
199-00-5929-00-000-000000	Federal Revenue	0	500,000	1,400,000	Federal Revenue from TEA - IDC Offset
199-00-7913-00-000-000000	Proceeds - Capital Leases	0	1,492,285	1,492,285	Copier/CTE Leases offset
Total Revenue-Fund 199			5,067,285		
EXPENDITURES					
Function			Increase/Decrease	Revised Budget	
11	Instruction	103,454,559	1,333,428	104,787,987	EOY Budget Entries (See next page for details)
12	Instructional Res/Media	1,319,551	50,000	1,369,551	EOY Budget Entries (See next page for details)
13	Curriculum/Staff Dev	5,053,777	0	5,053,777	EOY Budget Entries (See next page for details)
21	Instructional Leadership	1,665,425	59,375	1,724,800	EOY Budget Entries (See next page for details)
23	Campus Administration	9,096,919	112,557	9,209,476	EOY Budget Entries (See next page for details)
31	Guidance/Counseling	4,414,438	50,000	4,464,438	EOY Budget Entries (See next page for details)
32	Social Work Services	55,037	0	55,037	EOY Budget Entries (See next page for details)
33	Health Services	1,936,811	170,000	2,106,811	EOY Budget Entries (See next page for details)
34	Transportation	7,653,675	179,958	7,833,633	EOY Budget Entries (See next page for details)
35	Food Services	10,000	5,000	15,000	EOY Budget Entries (See next page for details)
36	Co-Extra Curricular	5,256,101	78,826	5,334,927	EOY Budget Entries (See next page for details)
41	Central Administration	6,987,513	23,183	7,010,696	EOY Budget Entries (See next page for details)
51	Plant Maintenance	17,819,775	0	17,819,775	EOY Budget Entries (See next page for details)
52	Security	1,841,129	0	1,841,129	EOY Budget Entries (See next page for details)
53	Data Processing	5,177,313	4,958	5,182,271	EOY Budget Entries (See next page for details)
61	Community Service	1,100	0	1,100	EOY Budget Entries (See next page for details)
71	Debt Service -General Fund	1,606,628	0	1,606,628	EOY Budget Entries (See next page for details)
81	Facilities Acquisitions & Const.	378,379	0	378,379	EOY Budget Entries (See next page for details)
95	Payments to JJAEP	96,000	0	96,000	EOY Budget Entries (See next page for details)
99	Other Intergovernmental Charges	830,121	0	830,121	EOY Budget Entries (See next page for details)
			3,000,000	3,000,000	Operating Transfer Out (Also see below)
EOY Total Expenditures-Fund 199			5,067,285	EOY 199 BUDGET FINAL PER FUNCTION	



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

**Budget Amendment #10**  
**Monday, June 20, 2022**  
**for the 2021-2022 School Year**

199-11-6399-00-001-022809	Instruction	0	532,949	532,949	<b>WHS - CTE Leases</b>
199-11-6399-00-003-022809	Instruction	0	610,960	610,960	<b>WEHS - CTE Leases</b>
199-11-6XXX-00-XXX-0XX000	Instruction	0	160,900	160,900	<b>Copier Leases #1</b>
199-11-6659-00-111-011-000	Instruction	0	28,619	28,619	<b>Bush - Copier Lease #2</b>
199-12-6398-88-999-099000	Instruction Resources/Media	9,908	50,000	59,908	<b>EOY Budget Entries</b>
199-21-6XXX-00-XXX-0XX000	Instructional Leadership	0	9,375	9,375	<b>Copier Leases #1</b>
199-21-6299-88-999-099000	Instructional Leadership	0	50,000	50,000	<b>EOY Budget Entries</b>
199-23-6XXX-00-XXX-0XX000	Campus Administration	0	87,557	87,557	<b>Copier Leases #1</b>
199-23-6398-88-999-099000	Campus Administration	1,478	25,000	26,478	<b>EOY Budget Entries</b>
199-31-6398-88-999-099000	Guidance/Counseling	0	50,000	50,000	<b>EOY Budget Entries</b>
199-33-6398-88-999-099000	Health Servies	0	170,000	170,000	<b>EOY Budget Entries</b>
199-34-6399-00-935-099000	Transportation	0	4,958	4,958	<b>Copier Leases #1</b>
199-34-6125-00-935-099000	Transportation	2,606,138	75,000	2,681,138	<b>Transportation - Reimburse funds transfer for fuel cost increase</b>
199-34-6398-88-999-099000	Transportation	0	100,000	100,000	<b>EOY Budget Entries</b>
199-35-6148-00-938-099000	Food Services	9,700	5,000	14,700	<b>EOY Budget Entries</b>
199-36-6XXX-00-XXX-0XX000	Co-Extra Curricular	0	24,012	24,012	<b>Copier Leases #1</b>
199-36-6399-00-873-091000	Co-Extra Curricular	0	4,814	4,814	<b>Athletics - Copier Lease #2</b>
199-36-6412-88-999-099000	Co-Extra Curricular	35,675	50,000	85,675	<b>EOY Budget Entries</b>
199-41-6XXX-00-XXX-0XX000	Central Administration	0	23,183	23,183	<b>Copier Leases #1</b>
199-53-6399-00-801-099000	Data Processing/Technology	0	4,958	4,958	<b>Copier Leases #1</b>
199-00-8911-00-000-000000	Operating Transfers	0	3,000,000	3,000,000	<b>Operating Transfer Out</b>
<b>June Expenditures-Fund 199</b>			<b>5,067,285</b>		

\*Denotes new account code

**WYLIE INDEPENDENT SCHOOL DISTRICT  
BUDGET AMENDMENT #10  
2021-2022**

Fund 240 - Student Nutrition					
Monday, June 20, 2022					
	Description	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget
	57xx - Local Revenue	3,300,126	3,300,126	-	3,300,126
	58xx - State Revenue	220,000	220,000	-	220,000
	59xx - Federal Revenue	3,684,515	4,033,805	-	4,033,805
	79xx - Other Sources	-	-	-	-
	<b>TOTAL Revenue (All Sources)</b>	<b>7,204,641</b>	<b>7,553,931</b>	<b>-</b>	<b>7,553,931</b>
<b>Func</b>					
35	Food Services	7,189,401	8,444,691	-	8,444,691
51	Plant Maintenance	10,740	10,740	-	10,740
71	Debt Service	4,500	4,500	-	4,500
81	Facilities Acquisition	-	-	-	-
	<b>TOTAL Expenditures (All Sources)</b>	<b>7,204,641</b>	<b>8,459,931</b>	<b>-</b>	<b>8,459,931</b>
	<b>Excess of revenue over (under) expenditures</b>	<b>-</b>	<b>(906,000)</b>	<b>-</b>	<b>(906,000)</b>

**WYLIE INDEPENDENT SCHOOL DISTRICT  
BUDGET AMENDMENT #10  
2021-2022**

Fund 511- Debt Service					
Monday, June 20, 2022					
	Description	Adopted Budget	Current Budget	Increase / Decrease	Revised Budget
	57xx - Local Revenue	37,030,891	37,030,891	250,000	37,280,891
	58xx - State Revenue	-	-	750,000	750,000
	59xx - Federal Revenue	-	-	-	-
	79xx - Other Sources	-	24,019,644	-	24,019,644
	<b>TOTAL Revenue (All Sources)</b>	<b>37,030,891</b>	<b>61,050,535</b>	<b>1,000,000</b>	<b>62,050,535</b>
<b>Func</b>					
71	Debt Service	37,030,891	37,242,869	7,755,000	44,997,869
00	8949 - Miscellaneous Other Uses	-	24,091,430	-	24,091,430
	<b>TOTAL Expenditures (All Sources)</b>	<b>37,030,891</b>	<b>61,334,299</b>	<b>7,755,000</b>	<b>69,089,299</b>
	<b>Excess of revenue over (under) expenditures</b>	<b>-</b>	<b>(283,764)</b>	<b>(6,755,000)</b>	<b>(7,038,764)</b>

**WYLIE INDEPENDENT SCHOOL DISTRICT  
WYLIE, TEXAS  
Fund 511 - Debt Service**

**Budget Amendment #10  
Monday, June 20, 2022  
for the 2021-2022 School Year**

**Fund 511 Debt Service (For Memo Only)**

		<i>Approved Current Budget</i>	<i>Amendment</i>	<i>Revised Budget</i>	<i>Reason for Amending</i>
<b>REVENUES</b>					
511-00-5711-00-000-000000	Taxes Current Year	36,805,891	250,000	37,055,891	<b>Cash Defeasance in June 2022</b>
511-00-5829-00-000-000000	State Revenue	0	750,000	750,000	<b>Cash Defeasance in June 2022</b>
Total Revenue-Fund 511			<b>1,000,000</b>		
<b>EXPENDITURES</b>					
511-71-6511-00-999-099000	Bond Principal	7,656,323	(80,000)	7,576,323	<b>Cash Defeasance in June 2022</b>
511-71-6511-88-999-099000	Bond Principal	294,638	(290,000)	4,638	<b>Cash Defeasance in June 2022</b>
511-71-6523-00-999-099000	Interest on Debts	22,899,568	(150,000)	22,749,568	<b>Cash Defeasance in June 2022</b>
511-71-6599-00-999-099000	Other Debt Fees	231,978	8,275,000	8,506,978	<b>Cash Defeasance in June 2022</b>
Total Expenditures-Fund 511			<b>7,755,000</b>		

**RESOLUTION DESIGNATING INVESTMENT OFFICERS FOR  
THE WYLIE INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS

,

,

COUNTY OF COLLIN

,

WHEREAS, Section 2256.005, Texas Government Code, as amended, requires the Board of Trustees by resolution to designate one or more officers or employees as Investment Officers for the District by resolution to be responsible for the investment of District funds in accordance with the investment policy adopted by the District; and

WHEREAS, the Wylie Independent School District (the "District") has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

WHEREAS, the Board of Trustees has convened on this date at a meeting open to the public and wishes to designate Investment Officers for the District, pursuant to Chapter 2256, Texas Government Code, (the "Public Funds Investment Act"), as amended;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WYLIE INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

Section 1. The following District employees are designated as Investment Officers for the District: Scott Roderick, CPA and Steven Franks, CPA.

Section 2. The provisions of this Resolution shall be effective as of the date of designation by the Board of Trustees and shall remain in effect until termination of the Investment Officer's employment by the District or until rescinded or modified by action of the Board of Trustees.

Section 3. Public Meeting: It is hereby found, determined and declared that a sufficient written notice of date, time, place and subject of the meeting of the Board of Trustees at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the Board of Trustees for the time required by law proceeding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and the contents and posting thereof.

FINALLY PASSED AND ADOPTED this 20th day of June, 2022.

WYLIE INDEPENDENT SCHOOL DISTRICT

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Board of Trustees President

ATTEST:

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Board of Trustees Secretary

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Wylie ISD (the "District") acting by and through its Board of Trustees and the Wylie ISD Education Foundation (the "Foundation") acting by and through its Board of Directors (the "Board"), desiring to memorialize the nature of their relationship and mutually acknowledge the respective obligations and rights of the parties.

- I. Public Purpose: The Wylie ISD Board has identified the following educational public purposes for the District's support of the Foundation:
  - a. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must seek alternative sources of revenue to continue and/or enhance the quality of its education programs.
  - b. Maximization of alternative revenue sources requires strong community support.
  - c. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
  - d. The District has realized gains from its investment in the Education Foundation.
  - e. The Foundation has provided to the District grants to fund teachers' innovative teaching programs and other associated programs.
  - f. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.
  - g. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.
  - h. The community's legitimate expectation is that the District supports the Foundation through the Foundation's limited use of facilities, equipment and personnel.
  - i. The community realizes a convenience in having the District allow use of District facilities by the Foundation.
  - j. Solicitations of additional revenue by Foundation directors and personnel relieves the fund-raising burden of the District's Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.
  - k. Revenues obtained by the Foundation will be provided to the District by the Foundation for the betterment of the District's educational programs.
  - l. It is essential that the District have appropriate oversight over any individual who represents the District or Foundation in seeking additional revenue sources.
  - m. The Board of Trustees of the District has determined that support of the Foundation, subject to suitable controls and oversight, is necessary to further the educational mission of the District.
  - n. The Board of Trustees of the District has determined that support of and investment in the Foundation as authorized herein will yield a substantial benefit and return on investment to the District.

II. Whereas both the District and the Foundation agree to promote and enhance the quality of education in the Wylie Independent School District, and

Whereas Wylie ISD agrees to:

- a. Provide in-kind support serving the Foundation and \$92,000 a year for operation, and,
- b. Provide the Foundation with office space and meeting space within the District, and,
- c. Provide the Foundation with the use of utilities, telephone, Internet access, related furniture and equipment and similar services incidental to the Foundation's use of the above facilities, and,
- d. Work cooperatively with the Foundation to employ an Executive Director and support staff to coordinate the mutual activities of the Foundation and the District and,
- e. Expect the Executive Director of the Foundation to adhere to job and duty expectations and/or requirements of other professional district employees. The Superintendent or designee may participate with the Foundation Board regarding the employment and annual performance evaluation(s) of the Foundation Executive Director, and
- f. Understand the unique nature of the role of the Executive Director of the Foundation and the need for flexibility in the performance of required and related duties and responsibilities both off-site and outside of normal district work hours, and
- g. Invoice the Foundation semi-annually (January and July) for salary expenses incurred for the position of Executive Director and support staff other than those set forth in sections B and C above of the Wylie ISD Education Foundation in excess of the amount stated in "II. (a)" above.

Whereas the Wylie Education Foundation agrees to:

- a. Continue as a nonprofit educational corporation organized in 2002 for educational and charitable purposes exclusively for the benefit of the District and its students through grants, scholarships, programs and initiatives.
- b. Continue, during the term of this Memorandum of Understanding, using its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
- c. Contribute more to the District during the fiscal year than the District's contribution to the Foundation, or District funding may, in the Board's discretion, either cease or be decreased for the coming fiscal year. For purposes of this Agreement, amounts contributed to the District in any fiscal year shall include all grants to teachers and other special contributions and all payments to the Grant designated Endowment Funds made in that fiscal year. Scholarships shall be reported separately to the District as an indirect contribution benefitting the District.



- d. Require its personnel and the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
- e. Continue to recognize the District through grants, scholarships and all activities of the Foundation as the sole beneficiary of its solicitation program.
- f. Work cooperatively with the District to employ an Executive Director and support employees as required for the Foundation, and
- g. Participate in annual, or as needed, performance evaluations of the Executive Director of the Foundation, in conjunction with the designated staff of the District, and
- h. Submit semi-annual payments (January and June), within 30 days of receipt of invoice, to the District for salary expenses incurred for the position of the Executive Director, support personnel and expenses other than those set forth in this Section II.

III. Controls. The Wylie ISD Board and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

- a. The Executive Director, if degreed, will be offered a one-year professional contract subject to the approval of the Foundation and the Wylie ISD Board of Trustees, and any support personnel serving the Foundation shall be at-will employees of the District, under the supervision and control of both the Foundation and the Superintendent of Schools.
- b. The Wylie ISD Board and the Foundation Board hereby designate the Executive Director of the Foundation as the fiscal agent with the authority to accept grants to the Foundation. The Executive Director shall report all grants received to the Wylie ISD Superintendent of Schools in its annual report.
- c. The Foundation shall provide the Wylie ISD Board with a five-year plan, updated annually, which shall be presented to the District at a public Wylie ISD Board meeting.
- d. The Foundation shall provide an IRS Form 990 annually to the Wylie ISD Board, which shall reflect the District's contributions to the Foundation and which shall be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 will be available for review within one month after filing with the Internal Revenue Service and will be posted on the foundation's web site.
- e. The Foundation shall annually provide a cost-benefit evaluation to the District regarding the District's investment in the Foundation and the Foundation's use of this investment for educational or public purposes. This evaluation shall be presented annually to the Wylie ISD Board at a public Board meeting.
- f. The District shall determine each year, at the time of development of the District's budget, whether adequate consideration has been received from the Foundation in the previous fiscal year and will likely be received in the following fiscal year, to assist the Board in determining funding for the coming fiscal year.

- g. The Foundation understands that, as a result of the District's investment in the Foundation, the documents of the Foundation are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Public Information Act. In addition, the Foundation is subject to the disclosure requirements of the 501(c)(3) status.
- h. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
- i. The Foundation, not the District, will be responsible for the Foundation's debts, obligations and liabilities. If any liability or potential liability should arise on the part of the District or any employee or agent of the District, or if any loss or damage should occur to District money or property, caused by any act or omission of the Foundation or any employee, if any, or agent of the Foundation, the Foundation agrees to defend and fully indemnify the District for any such liability, damages or losses, including expenses, attorney's fees and other costs.
- j. The Foundation shall maintain in force any liability or other insurance appropriate to protect the Foundation and the District. If the Foundation purchases or leases real property, it shall maintain in force any property or other insurance appropriate to protect the Foundation and the District. The District may require the Foundation to obtain and maintain in force any such insurance.
- k. The District may require the executive director or any other employee or agent of the District or the Foundation to obtain a fidelity bond or other assurance of faithful performance.
- l. The Foundation will comply with all applicable laws and regulations, observe all necessary corporate formalities, conform to generally accepted accounting standards, and maintain itself in good standing as a tax-exempt non-profit corporation with state and federal authorities.
- m. The Foundation will immediately report to the Superintendent and Board of Trustees of the District any actual, suspected, potential or alleged failure to comply with any applicable law or regulation or any other requirement of the preceding paragraph, including any notice or inquiry from state or federal authority requesting an audit or otherwise pertaining to the Foundation's operations or legal status.

IV. Renewal. This agreement may be renewed or extended for subsequent fiscal years provided both parties appropriate sufficient funds.

V. Termination Period. The District or the Foundation with or without good cause upon one hundred eighty (180) days written notice may terminate this agreement.

VI. Non-Assignability. The Foundation understands that this agreement is a memorandum of understanding and it is entered into by the District in reliance on the Foundation's skills and knowledge in the activities to be conducted. Accordingly, this agreement is non-assignable by the Wylie ISD Education Foundation.

VII. Indemnification. The Foundation is an independent contractor. The District assumes no liability for actions of the Foundation, or its agents or representatives, under this agreement or otherwise. The Foundation has no authority to, and is prohibited from, acting or representing that it is acting for, or on behalf of the District. The Foundation agrees, therefore, to indemnify and hold harmless the District against any and all liability, loss, damage or expense which the District may sustain, or be required to pay as a result of any wrongful or negligent acts of the Foundation in the performance of its services and obligations under this agreement. In the event that any action, suit or proceeding is brought against the Foundation, it shall, as soon as practicable, have written notice of that fact given to the District by certified mail.

VIII. This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this agreement shall be effective unless made in writing, approved by the Wylie ISD Board of Trustees and signed by both parties.

In Witness, the undersigned parties have executed this agreement on this the \_\_\_\_ day of 2022.

By:

**Wylie Independent School District**

**Wylie ISD Education Foundation**

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Stacie Smith, President  
Wylie ISD Board of Trustees

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Dr. Rhonda Blackburn, President  
Wylie ISD Education Foundation  
Board of Directors

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
WYLIE INDEPENDENT SCHOOL DISTRICT  
EMERGENCY CLOSURE RESOLUTION**

**WHEREAS**, the Board of Trustees (“Board”) of the Wylie Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

**WHEREAS**, the Board, through its employment policies may specify the terms of District employment or delegate to the Superintendent the authority to determine the terms of employment with the District as authorized by Texas Education Code § 11.1513(c); and

**WHEREAS**, the Board is authorized by Texas Education Code § 45.105 to expend funds of the District for purposes necessary in the conduct of the public schools as determined by the Board; and

**WHEREAS**, the Board acknowledges that during an emergency closing, as that term is defined by administrative regulation, most District employees are instructed not to report for work, and other employees may be called upon to provide emergency-related services; and

**WHEREAS**, the Board finds that a need exists to address wage payments for employees who are idled and those required to work during emergency closings; and

**WHEREAS**, the Board determines that employees who are instructed not to report to work may suffer a loss of pay if the District is closed; and

**WHEREAS**, the Board concludes that continuing regular wage payments to nonexempt employees, who suffer a loss in pay due to an emergency closing, serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen; and

**WHEREAS**, as to nonexempt employees who are called on to work during an emergency closing, the Board further concludes that payment of these employees at a premium rate, as provided below, serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff.

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

**RESOLVED**, that the Board of Trustees of the Wylie Independent School District authorizes continued wage payments to nonexempt employees, who are instructed not to report to work during an emergency closing, pursuant to the Superintendent’s discretion.

**RESOLVED**, that nonexempt employees who are required to work during an emergency closing shall be paid a premium rate as defined as their idle rate plus their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.

**RESOLVED**, the Board of Trustees hereby (1) determines that these payments serve a public purpose, (2) retains sufficient control over the expenditures to ensure a public purpose is served, and (3) is confident the District will receive a return benefit.

**RESOLVED**, the authority granted by this resolution to continue wage payments to idled employees and to pay a premium rate to nonexempt employees who provide emergency-related services is effective until the end of the 2022-2023 school year unless the Board takes action to authorize payment for a shorter duration.

**PASSED AND APPROVED** this 20th day of June 2022 by the Board of Trustees for the Wylie Independent School District.

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

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

**WHEREAS**, the Board of Trustees (“Board”) of the Wylie Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

**WHEREAS**, the Board, through its employment policies may specify the terms of District employment or delegate to the Superintendent the authority to determine the terms of employment with the District as authorized by Texas Education Code § 11.1513(c); and

**WHEREAS**, the Board is authorized by Texas Education Code § 45.105 to expend funds of the District for purposes necessary in the conduct of the public schools as determined by the Board; and

**WHEREAS**, the Board acknowledges that during a pandemic, District employees may require additional leave due to exposure or infection of themselves or family members; and

**WHEREAS**, the Board acknowledges the emergency paid sick leave and expanded family and medical leave provisions of the Families First Coronavirus Response Act, otherwise known as FFCRA, that expired on June 30, 2021;

**WHEREAS**, the Board acknowledges the pandemic is ongoing and employees may be infected, exposed, or required to care for family members infected or exposed to COVID-19 after the expiration of the emergency paid sick leave and expanded family and medical leave provisions of FFCRA; and

**WHEREAS**, the Board determines continuing the emergency paid sick leave and expanded family and medical leave provisions of FFCRA past June 30, 2021 serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing.

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

**RESOLVED**, that the Board of Trustees of the Wylie Independent School District authorizes the continuation of the emergency paid sick leave and expanded family and medical leave provisions of FFCRA for eligible employees.

**RESOLVED**, the use of emergency paid sick leave and expanded family and medical shall be implemented in accordance with FFCRA, except that paid leave shall be calculated using an employee’s current rate of pay, instead of averaging an employee’s regular rate of pay over the prior six months.

**RESOLVED**, in accordance with the extended implementation of the FFCRA, eligibility for emergency paid sick leave (“EPSL”) and the emergency family and medical leave (“EFML”)

shall require a positive COVID-19 test from the employee or child(ren) to request leave, which will then be granted for up to 10 days following a positive test result.

**RESOLVED**, the Board of Trustees hereby (1) determines that these payments serve a public purpose, (2) retains sufficient control over the expenditures to ensure a public purpose is served, and (3) is confident the District will receive a return benefit.

**RESOLVED**, the authority granted by this resolution to continue the emergency paid sick leave and expanded family and medical leave to eligible employees is effective for the 2022-23 fiscal year unless the Board takes action to authorize continuation of such leave for a longer duration.

**PASSED AND APPROVED** this 20<sup>th</sup> day of June, 2022 by the Board of Trustees for the Wylie Independent School District.

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

**SHARED SERVICES AGREEMENT  
TO IMPLEMENT  
STUDENTS WITH AUTISM GRANT PROGRAM**

Wylie Independent School District (WISD), Highland Park Independent School District (HPISD), Plano Independent School District (PISD), (collectively the “Member Districts”) hereby agree to this Shared Services Agreement (SSA or Agreement) as follows:

- I. **PURPOSE.** The purpose of this SSA is to create cooperative arrangement through which the Services to Students with Autism Grant Program award can be administered in the Member Districts. The Member Districts do not intend by entering into the SSA, or otherwise, to create a separate or additional legal entity.
- II. **FISCAL AGENT.** The Wylie Independent School District (WISD) shall serve as the fiscal agent for this SSA. As Fiscal Agent, WISD is responsible for:
  - A. Coordinating distribution of funds awarded under the grant;
  - B. Ensuring that funds awarded to WISD and Member Districts under the 2022 – 2023 Services to Students with Autism Grant Program are used in accordance with the grant award and the Texas Education Agency (TEA) Financial Accountability System Resource Guide;
  - C. Maintaining financial accounting records as required by the grant;
  - D. Preparing any necessary amendments to the grant budget with assistance from Member Districts;
  - E. Preparing and submitting on behalf of the Member Districts any reports required by federal or state law related to the entire grant;
  - F. Maintaining records as required by state and federal guidelines.
- III. **TERM.** This SSA shall be effective from the date of the grant award and shall continue through June 30th, 2023.
- IV. **ORGANIZATION.**
  - A. WISD Executive Director of Special Education and the WISD Executive Director of Finance and the Superintendent or Designee of the Member Districts are the authorities enacting the fiscal and programmatic components of this SSA.
  - B. For purpose of this SSA, both WISD and Member Districts may act as Purchasing Entities for purchases made with their fiscal allocations.
  - C. Each Member District will maintain appropriate staff to provide fiscal support or technical assistance to the Member District.
  - D. Member Districts agree to cooperate with the Fiscal Agent by providing information or records as reasonably requested by the Fiscal Agent;
  - E. Member Districts must remain in the SSA for the entire period of the grant award.



- V. **PROVISIONS, ASSURANCES, AND CERTIFICATIONS.** Each Member District is responsible for operating in accordance with the Provisions, Assurances, and Certifications stated in the Texas Education Agency Standard Application System (SAS) grant application. The SAS is attached hereto as Exhibit 1.
- VI. **BASIS FOR FISCAL AGENT AND MEMBER DISTRICT ALLOCATIONS WITHIN THE SSA.** Each Member District shall be allocated the funding amount set forth in Schedule 3 of the SAS Grant Application and as more particularly described in the grant budget for the Member District as attached hereto as Exhibit 2 (the “Member District Allocation”).
- VII. **OWNERSHIP OF ASSETS AND NOTICE OF GRANT AWARD STATUS.**
- A. All assets, both liquid and fixed (if any), will be owned by the purchasing Member District.
- B. Purchases made by a Member District with its Member District Allocation within this SSA will be owned by the Member District.
- VIII. **LIABILITIES.**
- A. Should liabilities be incurred due to complaints, grievances, litigation, or required refund due to monitoring or audits, each Member District bears its own risk of loss attributable to its own actions and will be responsible for all costs associated with any damage to or loss of personal or real property, administrative costs, litigation expenses, awards of actual damages, court costs, attorney’s fees, and settlement costs attributable to its actions.
- B. Uncontrolled costs due to actions taken against the SSA will be assessed on a prorated basis between the Member Districts on the same basis as the Member District grant allocations that funded the SSA at its commencement.
- IX. **USE OF FUNDS.**
- A. WISD, as Fiscal Agent, will pay flow through funds to Member Districts for properly documented expenditures that are authorized by the Grant.
- B. Member Districts must not exceed the amounts authorized by Class/Object Code as described in the TEA SAS without prior written approval of WISD as Fiscal Agent. Member District budget changes must be approved by WISD prior to expenditures of funds in the changed budget categories.
- C. The Member District must account for its Member District Allocation in its official accounting records. The Member District must budget, expend, and report funds according to the TEA Financial Accountability System Resource Guide.
- D. All expenditures must occur after the beginning date and ending dates of the grant. (July 1, 2022, through June 30, 2023) All travel must occur by the ending date of the grant. All materials and equipment must be

delivered before the ending date of the grant and must be ordered and delivered in time to substantially benefit the current grant period in no case after the ending date of the grant.

- E. Member Districts shall expend funds in a time and manner designed to follow the Milestones and Projected Timelines in the Management Plan of the SAS Grant Application.
- F. Expenditures of grant allocations are restricted to the provision of services in accordance with the guidelines under which this agreement is made.

#### **X. PAYMENT.**

- A. A Member District must return an executed original or counterpart of this SSA before any properly documented, approved cost expenditures will be reimbursed.
- B. If a Member District receives payment for an expenditure that TEA or an auditor disallows, the Member District shall be responsible for refunding the disallowed payment(s).

#### **XI. RECORDS AND REPORTS.**

- A. Member Districts must maintain financial records related to the SSA and grant for seven (7) years after the end of the SSA and such records are subject to an audit by WISD and TEA.
- B. Fiscal and Expenditure Reports
  - 1. Each Member District must submit interim and final expenditure reports to WISD. The reports must be prepared from the Member District's official accounting records and must reflect actual expenditures with the term of this SSAA. The reports shall include the name and signature of the Member District Superintendent or Designee.
  - 2. Each Member District must submit its final expenditure report within 30 calendar days of the end date of this SSA. In no case shall a Member District file its final expenditure report after June 25<sup>th</sup>, 2023.
- C. Program Reports as required by the SAS shall include the name and signature of the Member District Superintendent or Designee.

#### **XII. ACCESS TO SERVICES BY MEMBER DISTRICTS.**

- A. Each Member District may contract directly with a selected service provider to provide training to its employees authorized by this grant.
- B. Member Districts also agree to allow employees from other Member Districts to attend such training at each other's District.
  - 1. A Member District that desires to send its employees to training in another Member District must notify the training district in advance to ensure space will be available.
  - 2. Each Member District is responsible for documenting its own employees' attendance at training and for seeking any applicable reimbursement for payments to employees who attend training.

### **XIII. NOTICES.**

All Notices given under this SSA, except for emergency requests, shall be made in writing to the address contact stated herein. A Member District may change its address or name of contact by submitting a written notice of change to the other Member Districts at the addresses noted herein.

<b>Wylie ISD</b>	
<b>Contact Name</b>	Sara Roland
<b>Address</b>	951 S. Ballard Ave. Wylie TX 75098
<b>Telephone</b>	972-429-2365
<b>Email</b>	Sara.Roland@wylieisd.net
<b><i>With a copy to: (optional)</i></b>	Name: Dr. Kim Spicer Address: 951 S. Ballard Ave Wylie, TX 75098 Telephone: 972-429-3008 Email: Kim.Spicer@wylieisd.net

<b>Highland Park ISD</b>	
<b>Contact Name</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b><i>With a copy to: (optional)</i></b>	Name: Address: Telephone: Email:

<b>Plano ISD</b>	
<b>Contact Name</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b><i>With a copy to: (optional)</i></b>	Name: Address: Telephone: Email:

#### **XIV. MISCELLANEOUS.**

- A. Entire Agreement/Amendments. This SSA sets out the entire agreement of the parties and supersedes and replaces all previous agreements among the parties related to its subject matter. This Agreement may not be changed, amended, or altered except by written amendment signed by all parties.
- B. Hold Harmless. To the extent allowed by law and without waiver of any immunity or defense, the Member Districts agree to hold each other harmless against claims arising from the alleged negligent acts or omissions of their respective public employees or agents, which occurred or are alleged to have occurred during the performance of this Agreement.
- C. Severability. If any term, covenant, or condition of this SSA or its application to any person or circumstance shall be held invalid or unenforceable, the remainder of this SSA or the application of such term or provision to persons or circumstances shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.
- D. Immunity. This SSA is expressly made subject to each party's governmental immunity under state and federal law. The parties hereto expressly agree that no provision of this Agreement in any way is intended to constitute a waiver of any immunities or defenses from suit or from liability that a party has by operation of law.
- E. Interpretation/Waiver. This SSA shall be deemed drafted equally by all parties hereto and its language shall be construed as a whole according to its fair meaning and not in favor of or against any party. The failure of a party to insist on strict adherence to any term of this SSA will not be construed as a waiver or deprive a party of the right thereafter to insist upon strict adherence to the terms of this Agreement.
- F. No third Party Beneficiaries. Notwithstanding any provision herein, the parties to this SSA do not intend to confer any rights to this agreement to any non-party.
- G. Counterparts. This SSA may be executed in several counterparts each of which shall be deemed an original but off of which together shall constitute one and the same instrument. This SSA may be transmitted by facsimile or by electronic scanning and electronic mail, and the parties intend that their faxed or scanned signatures shall constitute original signatures. A facsimile copy of any counterpart or conformed copy of the agreement with the signatures, original, faxed, or scanned of all of the Member districts shall be binding the parties.

#### **XV. SIGNATURES.**

In Witness WHEREOF, after approval of this SSA by the Board of Trustees of each Member District, the parties hereto have executed this SSA to take effect as of the effective date of the Services to Students with Autism Grant.

[Signature pages follow. Remainder of page intentionally left blank.]

**Wylie Independent School District Counterpart Signature Page  
Shared Services Agreement for Services to Students with Autism**

Wylie Independent School District

By: \_\_\_\_\_  
Name: Stacie Smith  
Title: President, Board of Trustees

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

Approved as to Form  
(If Required)

By: \_\_\_\_\_  
Name:  
Title:

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

**Highland Park Independent School District Counterpart Signature Page  
Shared Services Agreement for Services to Students with Autism**

Highland Park Independent School District

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

Name:

Title:

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

Approved as to Form  
(If Required)

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

Name:

Title:

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

**Plano Independent School District Counterpart Signature Page  
Shared Services Agreement for Services to Students with Autism**

Plano Independent School District

By: \_\_\_\_\_  
Name:  
Title:

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

Approved as to Form  
(If Required)

By: \_\_\_\_\_  
Name:  
Title:

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

**WYLIE INDEPENDENT SCHOOL DISTRICT**  
**WYLIE, TEXAS**

**Request For Proposal – SPED Contracted Services**

**RFP 2022-A04-114**

Recommendation:

(Superintendent)

Proposals were received from twelve (12) offerors for RFP 2022-A04-114 SPED Contracted Services.

Dandelion ABA (Dandelion ABA, Ltd Co)  
EDU Healthcare  
HelloHero (Enable My Child, Ltd.)  
RCM HealthCare  
Special Evaluations & Consulting of Texas  
Specialized Assessment & Consulting  
Spotter  
STAR Autism Support, Inc.  
The Center for Psychological Services  
The IEP Coach LLC (Jamilah Bashir)  
The Stepping Stones Group  
Therapy Staff, LLC

It is the recommendation that ten (10) proposals be awarded:

Dandelion ABA (Dandelion ABA, Ltd Co)  
EDU Healthcare  
RCM HealthCare  
Special Evaluations & Consulting of Texas  
Specialized Assessment & Consulting  
Spotter  
STAR Autism Support, Inc.  
The Center for Psychological Services  
The Stepping Stones Group  
Therapy Staff, LLC

Contracts shall be effective June 21, 2022 – June 20,2023. The term of this contract is one (1) year with four (4) one (1) year optional renewals.

AGENDA:

June 20, 2022



**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**Request For Proposal – Online Technology & Education Software and Subscriptions**

**RFP 2022-A04-115**

Recommendation:

(Superintendent)

Proposals were received from twenty-six (26) offerors for RFP 2022-A04-115 Online Technology & Education Software and Subscriptions.

Agile Mind Educational Holdings, Inc.  
B.E. Publishing  
Bamboo Learning  
CharacterStrong, LLC  
Classwork Co; DBA Classkick (Classwork Co)  
Classworks (Curriculum Advantage, Inc)  
Discovery Education, Inc.  
Ed Tech Soft, Inc.  
GBCSTORIES.COM, LLC  
Hexco Academic (Hexco Inc)  
Legends of Learning, Inc.  
Maneuvering the Middle LLC  
MobyMax, LLC  
NCS Pearson, Inc., through its Clinical Assessment business (NCS Pearson, Inc.)  
NoRedInk (NoRedInk Corp.)  
Plank Road Publishing, Inc.  
Rank One Sport (AllPlayers Network Inc.)  
Rethink Autism Inc.  
Scholastic Inc.  
SLP Now, LLC  
Southwest Education  
STAR Autism Support, Inc.  
Study.com (Study.com, LLC)  
TalkingPoints  
Vector Solutions (Scenario Learning LLC)  
XtraMath

It is the recommendation that all twenty-six (26) proposals be awarded:

Contracts shall be effective June 21, 2022 – June 20, 2023. The term of this contract is one (1) year with three (3) one (1) year optional renewals.

AGENDA:

June 20, 2022

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**Request For Proposal – JOC: Minor Construction Trades**

**RFP 2022-M03-112**

Recommendation:

(Superintendent)

Proposals were received from fifteen (15) offerors for RFP 2022-M03-112 JOC Minor Construction Trades

BAT Security (North Texas Fire & Security, Inc.)  
Core Construction  
Dallas Glass & Door Co., Ltd  
ERC Environmental & Construction Services, Inc. (ERC)  
Falkenberg Construction Co., Inc.  
Gliden Industries, LLC  
Groves Electrical Service Inc.  
<https://www.sanussolutions.bio/>  
Iron Lock Construction Services, LLC  
JonesCo General Contractors llc.  
LMC Corporation (Lee Construction and Maintenance Co dba LMC Corporation)  
Mart, Inc.  
SDB Contracting Services  
Texas roof Management  
WEBB BUILDERS HARDWARE, LLC

It is the recommendation that fourteen (14) proposals be awarded:

BAT Security (North Texas Fire & Security, Inc.)  
Core Construction  
Dallas Glass & Door Co., Ltd  
ERC Environmental & Construction Services, Inc. (ERC)  
Falkenberg Construction Co., Inc.  
Gliden Industries, LLC  
Groves Electrical Service Inc.  
<https://www.sanussolutions.bio/>  
Iron Lock Construction Services, LLC  
LMC Corporation (Lee Construction and Maintenance Co dba LMC Corporation)  
Mart, Inc.  
SDB Contracting Services  
Texas roof Management  
WEBB BUILDERS HARDWARE, LLC

Contracts shall be effective June 21, 2022 – June 20,2024. The term of this contract is two (2) year with three (3) one (1) year optional renewals.

AGENDA:

June 20, 2022

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**WYLIE, TEXAS**

**Request For Proposal – Local Retail and Grocery**

**RFP 2022-M03-113**

Recommendation:

(Superintendent)

Proposals were received from eight (8) offerors for Local Retail and Grocery RFP 2022-M03-113.

Crown Fence Co. (Ironwood Exteriors Inc.)  
Majestic Letters  
Blue Ribbon Awards (The Weyrens Group, Inc)  
Domino's Pizza (Longhorn Pizza Inc.)  
Hinsco Safe and Lock (Topstep Ventures, LLC)  
Lamarche Lawns LLC  
Raider Nutrition (HealthyHitsTheSpot LLC)  
Wylie Outdoor Power LLC

It is the recommendation that all eight (8) proposals be awarded:

Contracts shall be effective June 21, 2022 – June 20, 2023. The term of this contract is one (1) year with three (3) one (1) year optional renewals.

AGENDA:

June 20, 2022

**RESOLUTION FOR RETENTION STIPEND FOR  
THE WYLIE INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS

,

,

COUNTY OF COLLIN

,

On the 20<sup>th</sup> day of June, 2022, the Board of Trustees of the Wylie Independent School District adopted by vote the following findings and resolutions, and took the following action:

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

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

**WHEREAS**, the District desires to timely take the necessary steps to ensure that it can make a retention stipend or stipends to all of its employees if the budget allows; and;

**WHEREAS**, the District is adopting these findings and resolutions, and taking the actions noted herein, prior to the start of the 2022-2023 fiscal year and before any employee begins work during that fiscal year; and;

**WHEREAS**, contingent upon and expressly subject to a determination by the Superintendent that there are funds available to the District sufficient to enable the District to make a retention stipend or stipends to all of its employees, including reaching an overall District enrollment of 18,500 or higher or prior year general fund net change to fund balance equal to or exceeds \$2,000,000, the Superintendent is further directed to present to the Board the necessary information that will permit the Board to take whatever budgetary actions may be required or permitted in order to provide the retention stipend or stipends to all of its employees, along with a prudent and reasonable plan for doing so. This plan should include setting out a recommendation as to the retention stipend amount or amounts to be given to each category of employees.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WYLIE INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:**

That the Board of Trustees has determined that there is a benefit to the District as well as a legitimate public purpose served by letting the District's employees know at this time that it is possible that they may receive a one-time retention stipend or stipends depending upon when the circumstances will permit the Superintendent to submit a plan and the Board to take action upon it; and

That reasonable adequate controls are in place to ensure that such benefits will be received by the District, since the Superintendent will limit this retention stipend to stipends to eligible employees; and

That any employee who starts work on or before September 30, 2022 and continues their employment through December 2, 2022 will be eligible for the retention stipend or stipends; and

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

FINALLY PASSED AND ADOPTED this 20th day of June, 2022.

WYLIE INDEPENDENT SCHOOL DISTRICT

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Board of Trustees President

ATTEST:

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Board of Trustees Secretary

# Teacher Incentive Allotment (TIA)

Wylie Independent School District



## Distribution of Compensation

The statute requires that 90% of Teacher Incentive Allotment (TIA) funds be distributed directly to teachers at the designated teacher's campus:

- The individual TIA-designated teacher will be allocated 90% of the teacher TIA dollars for distribution.

The District shall retain 10% of the TIA dollars to use as follows:

- to support district oversight of TIA implementation and ongoing development of TIA resources.

This same compensation plan will be used for designated teachers entering Wylie ISD with a designation and distributed as described according to their campus assignment.

## Frequency of Compensation

TIA compensation is an annual allotment provided by the State and subject to the availability of state funding allocations.

- When TIA funds are disbursed, TIA-designated teachers will receive TIA compensation **annually** based on their TIA designation and state funding for their campus of assignment.

Other teachers designated as high-performing by Wylie ISD will receive TIA compensation **annually** based on TIA state funding for their campus of assignment when TIA funds are disbursed. Amounts will vary depending on the number of TIA-designated teachers employed at the campus.

## TRS Retirement Impact of Compensation

TIA compensation amounts will be included in the annual wages reported to the Teacher Retirement System (TRS) and will be used when calculating retirement benefits.

# Teacher Incentive Allotment (TIA)

Wylie Independent School District



## Deduction Information

TIA compensation amounts received **will** include typical reductions from the allotment received to cover the cost of TRS, Medicare, Workers' Compensation, and any other pertinent deductions.

## Teachers Leaving Wylie ISD

If a teacher leaves Wylie ISD after the Class Roster Winter Submission, the teacher will receive the funding amount allocated to them based on the TIA. These funds will be paid to them on their final Wylie ISD paycheck.

# New and Unfinished Action Items

***Subject: Board Resolution Adopting the Budget for 2022-2023 Fiscal Year***

It is the recommendation of the administration that the trustees execute the resolution adopting the 2022-2023 Budget as presented. Included is a memo, summary of proposed budget by fund (General Fund, Debt Service & Student Nutrition) and a resolution. This budget meets all board goals and provides a conservative and thoughtful approach to variables under the current and future legislative sessions.

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

***Motion: I move to approve the resolution adopting the budget for the 2022-2023 Fiscal Year which includes \$200,000 for Accelerated Instruction as presented by administration.***

***Subject: Discuss and consider adoption of an Order Authorizing the Defeasance and Redemption of a portion of Wylie Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2012C and Unlimited Tax School Building Bonds, Series 2015B, to occur in fiscal year 2022, and all matters incident or related thereto***

The Administration recommends adopting the order authorizing the defeasance and redemption of a portion of the Series 2012C and 2015B bonds. The district will use current funds on hand for this transaction to gain interest savings related to these bonds. The defeasance accomplishes the goal of improving the district's debt position.

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

***Motion: I move that the Board adopt the order authorizing the defeasance and redemption of a portion of Wylie ISD Bonds, Series 2012C and 2015B.***

***Subject: Discuss and consider adoption of an Order Authorizing the Defeasance and Redemption of a portion of Wylie Independent School District Unlimited Tax Refunding Bonds, Series 2012B, Unlimited Tax School Building and Refunding Bonds, Series 2012C, Unlimited Tax School Building Bonds, Series 2015B and Unlimited Tax Refunding Bonds, Series 2015C, to occur in fiscal year 2023, and all matters incident or related thereto***

The Administration recommends adopting the order authorizing the defeasance and redemption of a portion of the Series 2012B, 2012C, 2015B and 2015C bonds to occur in the 2022-23 fiscal year. The district will use future interest and sinking tax collections to fund this future transaction to gain interest savings related to these bonds. The defeasance accomplishes the goal of improving the district's debt position.

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

***Motion: I move that the Board adopt the order authorizing the defeasance and redemption of a portion of Wylie ISD Bonds, Series 2012B, 2012C, 2015B and 2015C to occur in fiscal year 2022-2023.***



***Subject: Consider Approving the Emergency Access Easement for Smith Elementary Drive***

The land north of Smith Elementary known as Monroe Farms is being developed by Skorburg Retail Corporation and has requested to be granted an emergency access easement to use the Wylie ISD drive. The entry point from the Wylie ISD drive will only be used in the case of emergencies. The letter and the easement agreement outline the terms between Wylie ISD and Skorburg Retail Corporation. It is recommended that you approve this item as presented by administration.

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

***Motion: I move that the Board approve the emergency access easement located on the Smith Elementary Drive.***

***Subject: Consider Approval of Goodheart-Wilcox Instructional Materials***

The Wylie ISD School Health Advisory Council (SHAC) recommended adopting Goodheart-Wilcox Instructional Materials to teach the Health TEKS in Grades 6, 7, and 9, starting in the 2022-23 school year to the Board of Trustees on May 16. These TEKS will be taught to students who opt-in to the Student Wellness and Reproductive Health Unit. These materials would replace Baylor Scott & White Wellness and Sexual Health (WASH) materials. If approved by the Board of Trustees, these materials will be used in the classroom starting in 2022-23.

*Contact: Dr. Kim Spicer, Deputy Superintendent*

***Motion: I move that the board approve the Goodheart-Wilcox instructional materials as presented by administration.***

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

In Executive Session administration will present personnel information for your consideration.

1. Resignations
2. Employment
3. Additional Personnel Units

*Contact: Casey Whittle, Assistant Superintendent for Human Resources and Student Services*

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

## **Wylie Independent School District Resolution**

WHEREAS, due notice as required by law has been given of a public meeting on the 2022-2023 budget for this school district; and

WHEREAS, said public meeting was held according to law; and

WHEREAS, the administration and the Board of Trustees have carefully considered the budget for the said 2022-2023 school year and find this budget to be in the best interest of the school district;

WHEREAS, THEREFORE, BE IT RESOLVED, ORDERED AND ORDAINED by the Board of Trustees of the Wylie Independent School District that the 2022-2023 budget of the Wylie Independent School District shall be and the same is hereby in all things adopted and approved as the budget of the Wylie Independent School District for the 2022-2023 fiscal year in the total amount of Revenue \$231,480,148 and Expenditures and Other Uses \$231,480,148 of which \$13,170,886 has been included in the Interest and Sinking Fund (Debt Service) for early retirement of debt principal.

PASSED AND ADOPTED this 20th day of June, 2022.

Wylie ISD  
Board of Trustees

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

President, Board of Trustees

ATTEST:

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

Secretary, Board of Trustees



# Memo

**To:** Board of Trustees

**From:** J. Scott Roderick, CPA  
Assistant Superintendent for Finance and Operations  
(972) 429-3027  
scott.roderick@wylieisd.net

**Date:** 06/20/22

**Re:** 2022-23 Budget

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Attached is a resolution adopting the budget for the Wylie ISD for the fiscal year July 1, 2022 to June 30, 2023.

The total budget proposed for adoption:

Fund	Revenue	Expenditures/ Other Uses
General Fund	\$ 181,108,638	\$ 181,108,638
Debt Service Fund	\$ 41,354,859	\$ 41,354,859
Food Service Fund	\$ 9,016,651	\$ 9,016,651
<b>Totals</b>	<b>\$ 231,480,148</b>	<b>\$ 231,480,148</b>



# Wylie Independent School District

## Combined Budget Summary: 2022-2023

July 1, 2022 through June 30, 2023

### General Fund, Debt Service Fund, & Student Nutrition Funds

		General Fund	Debt Service	Food Service	Total
<b>Revenues</b>					
5700	Local & intermediate sources	\$ 86,320,270	\$ 40,854,859	\$ 3,490,651	\$ 130,665,780
5800	State sources	92,456,568	500,000	152,500	93,109,068
5900	Federal sources	2,331,800	-	5,373,500	7,705,300
<b>Total Revenues</b>		<b>181,108,638</b>	<b>41,354,859</b>	<b>9,016,651</b>	<b>231,480,148</b>
<b>Expenditures</b>					
11	Instruction	108,796,008 *			108,796,008
12	Instructional resources & media	1,382,268			1,382,268
13	Staff development	5,391,260			5,391,260
21	Instructional administration	1,626,711			1,626,711
23	School administration	9,708,943			9,708,943
31	Guidance and counseling	4,762,626			4,762,626
32	Social work services	55,088			55,088
33	Health services	1,886,481			1,886,481
34	Student transportation	7,382,521			7,382,521
35	Food services	-		9,003,911	9,003,911
36	Co-curricular activities	5,543,781			5,543,781
41	General administration	7,199,478			7,199,478
51	Plant maintenance & operations	18,525,415		8,240	18,533,655
52	Security	1,817,932			1,817,932
53	Technology	3,867,453			3,867,453
61	Community service	1,100			1,100
71	Debt service	2,168,021	41,354,859	4,500	43,527,380
81	Facilities acquisition & construction	7,000			7,000
95	JJAEP programs	96,000			96,000
99	Other intergovernmental charges	890,552			890,552
<b>Total Expenditures</b>		<b>181,108,638</b>	<b>41,354,859</b>	<b>9,016,651</b>	<b>231,480,148</b>
<b>Excess Revenues Over Expenditures</b>		-	-	-	-
Fund Balance-Beginning-Estimated		71,500,000	37,300,000	4,000,000	112,800,000
<b>Fund Balance-Ending-Projected</b>		<b>\$ 71,500,000</b>	<b>\$ 37,300,000</b>	<b>\$ 4,000,000</b>	<b>\$ 112,800,000</b>
<b>Proposed Tax Rate</b>		<b>\$ 0.9429</b>	<b>\$ 0.455</b>		<b>\$ 1.3979</b>
<b>Published Tax Rate</b>		<b>\$ 0.9748</b>	<b>\$ 0.47</b>		<b>\$ 1.4448</b>

\* Section 29.081 (b-2) of the Education Code requires school districts to identify and budget funds to provide for accelerated instruction to students that have failed the end-of-course assessment. Included in this budget for adoption is \$200,000 separately identified for this purpose.

# 2022 Tax Rate Calculation Worksheet

## School Districts without Chapter 313 Agreements

Form 50-859

Wylie Independent School District	972-429-3000
School District's Name	Phone (area code and number)
951 South Ballard Avenue, Wylie, TX 75098	www.wylieisd.net
School District's Address, City, State, ZIP Code	School District's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submit the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

This worksheet is for **school districts without Chapter 313 agreements only**. School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2021 total taxable value.</b> Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). <sup>1</sup>	\$ 8,215,420,844
2.	<b>2021 tax ceilings.</b> Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>2</sup>	\$ 872,358,095
3.	<b>Preliminary 2021 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 7,343,062,749
4.	<b>2021 total adopted tax rate.</b>	\$ 1.459800 /\$100
5.	<b>2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.</b> <div style="margin-left: 20px;"> <b>A. Original 2021 ARB values:</b> ..... \$ 0  <b>B. 2021 values resulting from final court decisions:</b> ..... - \$ 0  <b>C. 2021 value loss.</b> Subtract B from A.<sup>3</sup> </div>	\$ 0
6.	<b>2021 taxable value subject to an appeal under Chapter 42, as of July 25.</b> <div style="margin-left: 20px;"> <b>A. 2021 ARB certified value:</b> ..... \$ 0  <b>B. 2021 disputed value:</b> ..... - \$ 0  <b>C. 2021 undisputed value.</b> Subtract B from A.<sup>4</sup> </div>	\$ 0
7.	<b>2021 Chapter 42-related adjusted values.</b> Add Line 5 and 6.	\$ 0
8.	<b>2021 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 7,343,062,749
9.	<b>2021 taxable value of property in territory the school deannexed after Jan. 1, 2021</b> Enter the 2021 value of property in deannexed territory. <sup>5</sup>	\$ 0

<sup>1</sup> Tex. Tax Code § 26.012(14)

<sup>2</sup> Tex. Tax Code § 26.012(14)

<sup>3</sup> Tex. Tax Code § 26.012(13)

<sup>4</sup> Tex. Tax Code § 26.012(13)

<sup>5</sup> Tex. Tax Code § 26.012(15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
10.	<b>2021 taxable value lost because property first qualified for an exemption in 2022</b> If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. <b>A. Absolute exemptions.</b> Use 2021 market value: ..... \$ <u>2,735,089</u> <b>B. Partial exemptions.</b> 2022 exemption amount or 2022 percentage exemption times 2021 value: ..... + \$ <u>265,214,090</u> <b>C. Value loss.</b> Add A and B. <sup>6</sup>	\$ <u>267,949,179</u>
11.	<b>2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.</b> Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. <b>A. 2021 market value.</b> ..... \$ <u>0</u> <b>B. 2022 productivity or special appraised value:</b> ..... - \$ <u>0</u> <b>C. Value loss.</b> Subtract B from A. <sup>7</sup>	\$ <u>0</u>
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ <u>267,949,179</u>
13.	<b>Adjusted 2021 taxable value.</b> Subtract Line 12 from Line 8.	\$ <u>7,075,113,570</u>
14.	<b>Adjusted 2021 total levy.</b> Multiply Line 4 by Line 13 and divide by \$100.	\$ <u>103,282,507</u>
15.	<b>Taxes refunded for years preceding tax year 2021.</b> Enter the amount of taxes refunded by the district for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. <sup>8</sup>	\$ <u>162,639</u>
16.	<b>Adjusted 2021 levy with refunds.</b> Add Line 14 and Line 15. <sup>9</sup>  Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in 2021 from the result.	\$ <u>103,445,146</u>
17.	<b>Total 2022 taxable value on the 2022 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. <sup>10</sup> <b>A. Certified values.</b> <sup>11</sup> ..... \$ <u>9,095,161,250</u> <b>B. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ <u>0</u> <b>C. Total 2022 value.</b> Subtract B from A.	\$ <u>9,095,161,250</u>
18.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>12</sup> <b>A. 2022 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>13</sup> ..... \$ <u>925,344,099</u> <b>B. 2022 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. <sup>14</sup> ..... + \$ <u>0</u> <b>C. Total value under protest or not certified.</b> Add A and B.	\$ <u>925,344,099</u>
19.	<b>2022 tax ceilings.</b> Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>15</sup>	\$ <u>1,015,675,765</u>

<sup>6</sup> Tex. Tax Code § 26.012(15)<sup>7</sup> Tex. Tax Code § 26.012(15)<sup>8</sup> Tex. Tax Code § 26.012(13)<sup>9</sup> Tex. Tax Code § 26.012(13)<sup>10</sup> Tex. Tax Code §§ 26.012, 26.04(c-2)<sup>11</sup> Tex. Tax Code § 26.012(6)<sup>12</sup> Tex. Tax Code § 26.01(c) and (d)<sup>13</sup> Tex. Tax Code § 26.01(c)<sup>14</sup> Tex. Tax Code § 26.01(d)<sup>15</sup> Tex. Tax Code § 26.012(6)(B)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
20.	<b>2022 total taxable value.</b> Add Lines 17C and 18C. Subtract Line 19.	\$ 9,004,829,584
21.	<b>Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.</b> Include both real and personal property. Enter the 2022 value of property in territory annexed by the school district.	\$ 0
22.	<b>Total 2022 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, 2021, and be located in a new improvement.	\$ 295,948,000
23.	<b>Total adjustments to the 2022 taxable value.</b> Add lines 21 and 22.	\$ 295,948,000
24.	<b>Adjusted 2022 taxable value.</b> Subtract line 23 from line 20.	\$ 8,708,881,584
25.	<b>2022 NNR tax rate.</b> Divide line 16 by line 24 and multiply by \$100.	\$ 1.187812/\$100

## SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates.<sup>18</sup>

- Maximum Compressed Tax Rate (MCR):** A district's maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment.<sup>19</sup>
- Enrichment Tax Rate (DTR):**<sup>20</sup> A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield.<sup>21</sup>
- Debt Rate:** The debt rate includes the debt service necessary to pay the school district's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and DTR added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service.<sup>22</sup>

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election.<sup>23</sup> Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit*.<sup>24</sup>

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
26.	<b>2022 maximum compressed tax rate (MCR).</b> TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA. <sup>25</sup>	\$ 0.836500/\$100
27.	<b>2022 enrichment tax rate (DTR).</b> Enter the greater of A and B. <sup>26</sup> A. Enter the district's 2021 DTR, minus any required reduction under Education Code Section 48.202(f) ..... \$ 0.138300/\$100 B. \$0.05 per \$100 of taxable value ..... \$ 0.0500/\$100	\$ 0.138300/\$100
28.	<b>2022 maintenance and operations (M&amp;O) tax rate.</b> Add Lines 26 and 27.  Note: M&O tax rate may not exceed the sum of \$0.17 and the product of the state compression percentage multiplied by \$1.00. <sup>27</sup>	\$ 0.974800/\$100

<sup>16</sup> [Reserved for expansion]

<sup>17</sup> [Reserved for expansion]

<sup>18</sup> Tex. Tax Code §26.08(n)

<sup>19</sup> Tex. Edu. Code §48.2551(a)(3)

<sup>20</sup> Tex. Tax Code §26.08(j) and Tex. Edu. Code §45.0032

<sup>21</sup> Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)

<sup>22</sup> Tex. Edu. Code §45.0021(a)

<sup>23</sup> Tex. Edu. Code §11.184(b)

<sup>24</sup> Tex. Edu. Code §11.184(b-1)

<sup>25</sup> Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)

<sup>26</sup> Tex. Tax Code §26.08(n)(2)

<sup>27</sup> Tex. Edu. Code §45.003(e)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	<b>Total 2022 debt to be paid with property tax revenue.</b> Debt means the interest and principal that will be paid on debts that: <ul style="list-style-type: none"> <li>(1) Are paid by property taxes;</li> <li>(2) Are secured by property taxes;</li> <li>(3) Are scheduled for payment over a period longer than one year; and</li> <li>(4) Are not classified in the school district's budget as M&amp;O expenses.</li> </ul> <p>A. <b>Debt</b> includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here.</p> <p>28 Enter debt amount: ..... \$ <u>45,622,240</u></p> <p>B. Subtract <b>unencumbered fund amount</b> used to reduce total debt. .... – \$ <u>0</u></p> <p>C. Subtract <b>state aid</b> received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. .... – \$ <u>874,233</u></p> <p>D. <b>Adjust debt:</b> Subtract B and C from A.</p>	\$ <u>44,748,007</u>
30.	<b>Certified 2021 excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ <u>2,378,686</u>
31.	<b>Adjusted 2022 debt.</b> Subtract line 30 from line 29D.	\$ <u>42,369,321</u>
32.	<b>2022 anticipated collection rate.</b> If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>30</sup> <ul style="list-style-type: none"> <li>A. Enter the 2022 anticipated collection rate certified by the collector.<sup>31</sup> <u>100.00</u> %</li> <li>B. Enter the 2021 actual collection rate <u>100.11</u> %</li> <li>C. Enter the 2020 actual collection rate <u>100.32</u> %</li> <li>D. Enter the 2019 actual collection rate <u>103.68</u> %</li> </ul>	<u>100.11</u> %
33.	<b>2022 debt adjusted for collections.</b> Divide Line 31 by Line 32.  Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in 2022 to the result.	\$ <u>42,322,765</u>
34.	<b>2022 total taxable value.</b> Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>9,004,829,584</u>
35.	<b>2022 debt rate.</b> Divide Line 33 by Line 34 and multiply by \$100.	\$ <u>0.470000</u> /\$100
36.	<b>2022 voter-approval tax rate.</b> Add Lines 28 and 35.  If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35. <sup>32</sup>	\$ <u>1.444800</u> /\$100

### SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
37.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>33</sup> The school district shall provide its tax assessor with a copy of the letter. <sup>34</sup>	\$ <u>0</u>

<sup>28</sup> Tex. Tax Code § 26.012(7)

<sup>29</sup> Tex. Tax Code §§26.012(10) and 26.04(b)

<sup>30</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

<sup>31</sup> Tex. Tax Code §26.04(b)

<sup>32</sup> Tex. Tax Code §26.08(g)

<sup>33</sup> Tex. Tax Code § 26.045(d)

<sup>34</sup> Tex. Tax Code § 26.045(i)



Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
38.	<b>2022 total taxable value.</b> Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 9,004,829,584
39.	<b>Additional rate for pollution control.</b> Divide line 37 by line 38 and multiply by \$100.	\$ 0 /\$100
40.	<b>2022 voter-approval tax rate, adjusted for pollution control.</b> Add line 36 and line 39.	\$ 1.444800 /\$100

#### SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year.<sup>35</sup> As such, it must reduce its voter-approval tax rate for the current tax year.

**NOTE: This section will not apply to any taxing units in 2021.** It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a school district that adopted a tax rate without the required election in 2020, as provided for in the recently repealed Tax Code Section 26.08(a-1).

In future tax years, this section will apply to school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
41.	<b>2021 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1.459800 /\$100
42.	<b>2021 voter-approval tax rate.</b> If the school district adopted a tax rate above the 2020 voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
43.	<b>Increase in 2021 tax rate due to disaster (disaster pennies).</b> Subtract Line 42 from Line 41.	\$ 0 /\$100
44.	<b>2022 voter-approval tax rate, adjusted for prior year disaster.</b> Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	\$ 1.444800 /\$100

#### SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate ..... \$ 1.187812 /\$100  
 Enter the 2022 NNR tax rate from Line 25.

Voter-Approval Tax Rate ..... \$ 1.444800 /\$100  
 As applicable, enter the 2022 voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: 36

#### SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code.<sup>36</sup>

print  
here

Jayna Dean

Printed Name of School District Representative

sign  
here

Jayna Dean

School District Representative

5/18/2022

Date

<sup>35</sup> Tex. Tax Code §26.042(f) and Tex. Edu. Code § 45.0032(d)

<sup>36</sup> Tex. Tax Code §26.04(c)

**ORDER AUTHORIZING THE DEFEASANCE AND REDEMPTION OF A PORTION OF WYLIE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, SERIES 2012C AND SERIES 2015B AND ALL MATTERS INCIDENT OR RELATED THERETO**

WHEREAS, Wylie Independent School District (the “District”) has issued and has outstanding the following bonds (the “Outstanding Bonds”):

Wylie Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2012C, dated August 15, 2012, currently outstanding in the aggregate principal amount of \$32,887,695.30 (the “Series 2012C Bonds”);

Wylie Independent School District Unlimited Tax School Building Bonds, Series 2015B, dated February 15, 2015, currently outstanding in the aggregate principal amount of \$70,929,845.70 (the “Series 2015B Bonds”, and together with the Series 2012C Bonds, the “Outstanding Bonds”);

WHEREAS, in the orders adopted by the Board of Trustees authorizing the issuance of the Outstanding Bonds (the “Outstanding Bond Orders”), the District reserved the right to redeem the Outstanding Bonds prior their stated maturities at the option of the District at a redemption price equal to the principal to be redeemed plus accrued interest to the date of redemption;

WHEREAS, Section 45.001 of the Texas Education Code authorizes the District to levy, pledge, assess, and collect annual ad valorem taxes sufficient to pay the principal of and interest on the Outstanding Bonds before the principal and interest become due;

WHEREAS, this Board of Trustees of the District finds and determines that it is necessary and in the best interests of the District to redeem and discharge a portion of the Outstanding Bonds, and such redemption and discharge will reduce future debt payment requirements of the District; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. The District hereby exercises its option to redeem a portion of the Outstanding Bonds in the aggregate principal amount of \$5,795,038.20, to be applied to the following:

Original Maturity Date	<b><u>“Series 2012C Bonds”</u></b>	
	Principal Amount Outstanding	Principal Amount Being Redeemed
August 15, 2026	\$ 797,962.50	\$ 797,962.50
August 15, 2027	2,406,507.00	997,672.50
August 15, 2028	2,275,594.40	999,320.00
August 15, 2029	3,196,327.95	1,000,377.45
	<u>\$8,676,391.85</u>	<u>\$3,795,332.45</u>

<b><u>“Series 2015B Bonds”</u></b>		
<u>Original Maturity Date</u>	<u>Principal Amount Outstanding*</u>	<u>Principal Amount Being Redeemed</u>
August 15, 2035	\$3,515,699.50	\$999,317.80
August 15, 2050	\$3,363,472.75	\$1,000,387.95
	<u>\$6,879,172.25</u>	<u>\$1,999,705.75</u>

The Series 2012C Bonds set forth above are hereby called for redemption on August 15, 2023, and the Series 2015B Bonds set forth above are hereby called for redemption on August 15, 2025 (each, a “Redemption Date”).

Section 2. (a) The District hereby directs that the Outstanding Bonds be called for redemption in the amounts and on the Redemption Dates as set forth in Section 1. The Outstanding Bonds shall be redeemed at a price equal to the Compounded Amounts (as defined in the Outstanding Bond Orders) thereof on the applicable Redemption Date.

(b) In addition, the appropriate notices of redemption and defeasance for the Outstanding Bonds are hereby directed to be given as specified by the Outstanding Bond Orders and appropriate arrangements shall be made as specified by said orders authorizing the issuance of the Outstanding Bonds and in accordance with State law so that the Outstanding Bonds may be redeemed on their respective Redemption Dates. The Outstanding Bonds shall be presented for redemption at the paying agent/registrar therefore, and shall not bear interest after the date fixed for redemption.

Section 3. On or before June 29, 2022 (the “Defeasance Date”), the District shall deposit with or make available to U.S. Bank National Association, as Escrow Agent, funds in an amount sufficient to pay the redemption price of the Series 2012C Bonds and the redemption price of the Series 2015B Bonds on their respective Redemption Dates.

Section 4. The President of the Board, the Superintendent of the District, or the Assistant Superintendent for Finance and Operations of the District are hereby authorized and directed to execute and deliver an Escrow Agreement with the Escrow Agent, in substantially the form presented at this meeting, and to authorize and execute such contributions and investments as may be necessary for the Escrow Fund. Legally available funds of the District are hereby authorized and appropriated in the amounts necessary for such purpose.

Section 5. The officers and employees of the District are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation notices of redemption with respect to the Outstanding Bonds to be redeemed, as necessary or appropriate to consummate the transactions authorized by this Order and to redeem said Outstanding Bonds in accordance with the provisions and requirements of said Outstanding Bonds and the Outstanding Bond Orders.

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PASSED AND APPROVED this June 20, 2022.

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President, Board of Trustees  
Wylie Independent School District

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Secretary, Board of Trustees  
Wylie Independent School District

[SEAL]

**ORDER AUTHORIZING THE DEFEASANCE AND REDEMPTION OF A PORTION OF WYLIE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2012B, WYLIE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, SERIES 2012C, WYLIE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015B, AND WYLIE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, SERIES 2015C; AND ALL MATTERS INCIDENT OR RELATED THERETO**

WHEREAS, Wylie Independent School District (the “District”) has issued and has outstanding the following bonds (collectively, the “Eligible Outstanding Bonds”):

Wylie Independent School District Unlimited Tax Refunding Bonds, Series 2012B, dated March 1, 2012, currently outstanding in the aggregate principal amount of \$11,645,000.00 (the “Series 2012B Bonds”);

Wylie Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2012C, dated August 15, 2012, currently outstanding in the aggregate principal amount of \$32,887,695.30 (the “Series 2012C Bonds”);

Wylie Independent School District Unlimited Tax School Building Bonds, Series 2015B, dated February 15, 2015, currently outstanding in the aggregate principal amount of \$70,929,845.70 (the “Series 2015B Bonds”); and

Wylie Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2015C, dated October 1, 2015, currently outstanding in the aggregate principal amount of \$16,615,000.00 (the “Series 2015C Bonds”);

WHEREAS, in the orders adopted by the Board of Trustees authorizing the issuance of the Eligible Outstanding Bonds (the “Outstanding Bond Orders”), the District reserved the right to redeem the Eligible Outstanding Bonds prior their stated maturities at the option of the District at a redemption price equal to the principal to be redeemed plus accrued interest to the date of redemption;

WHEREAS, Section 45.001 of the Texas Education Code authorizes the District to levy, pledge, assess, and collect annual ad valorem taxes sufficient to pay the principal of and interest on the Eligible Outstanding Bonds before the principal and interest become due;

WHEREAS, this Board of Trustees of the District finds and determines that it is necessary and in the best interests of the District to redeem and discharge a portion of the Eligible Outstanding Bonds, and such redemption and discharge will reduce future debt payment requirements of the District; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. The District hereby exercises its option to redeem a portion of the Eligible Outstanding Bonds in the aggregate principal amount of \$8,531,196.20, as designated below (the “Redeemed Bonds”):

<b><u>“Series 2015B Bonds”</u></b>		
<u>Original Maturity Date</u>	<u>Principal Amount Outstanding*</u>	<u>Principal Amount Being Redeemed</u>
August 15, 2048	\$3,677,709.75	\$2,650,726.65
August 15, 2049	\$3,517,384.75	\$3,517,384.75
August 15, 2050	\$3,363,472.75	\$2,363,084.80
	<u>\$10,558,567.25</u>	<u>\$8,531,196.20</u>

The Redeemed Bonds set forth above are hereby called for redemption on August 15, 2025 (the “Redemption Date”).

Section 2. (a) The District hereby directs that the Redeemed Bonds be called for redemption in the amounts and on the Redemption Date as set forth in Section 1. The Redeemed Bonds shall be redeemed at a price equal to the Compounded Amounts (as defined in the Outstanding Bond Orders) thereof on the Redemption Date.

(b) In addition, the appropriate notices of redemption and defeasance for the Outstanding Bonds are hereby directed to be given as specified by the Outstanding Bond Orders and appropriate arrangements shall be made as specified by said orders authorizing the issuance of the Outstanding Bonds and in accordance with State law so that the Outstanding Bonds may be redeemed on their respective Redemption Dates. The Outstanding Bonds shall be presented for redemption at the paying agent/registrars therefore, and shall not bear interest after the date fixed for redemption.

Section 3. On or before June 30, 2023 (the “Defeasance Date”), the District shall deposit with or make available to U.S. Bank National Association, as Escrow Agent, funds in an amount sufficient to pay the redemption price of the Redeemed Bonds (including different Eligible Outstanding Bonds re-designated as “Redeemed Bonds” as set forth in Section 4 below) on their respective Redemption Dates.

Section 4. The President of the Board, the Superintendent of the District, or the Assistant Superintendent for Finance and Operations of the District (each, an “Authorized Officer”) are hereby authorized and directed to execute and deliver an Escrow Agreement with the Escrow Agent, in substantially the form presented at this meeting, and to authorize and execute such contributions and investments as may be necessary for the Escrow Fund. Legally available funds of the District are hereby authorized and appropriated in the amounts necessary for such purpose. On or before June 30, 2023, an Authorized Officer may designate in writing (by execution of an Escrow Agreement or Notice of Redemption) different maturities or portions of the Eligible Outstanding Bonds as “Redeemed Bonds”, and may designate different dates as the “Redemption Date” and “Defeasance Date”, so long as said Defeasance Date occurs no later than June 30, 2023; provided, however, that the minimum amount to be deposited into the Escrow Fund established pursuant to the Escrow Agreement authorized in Section 3 hereof shall be \$13,128,074. So long as said minimum amount is so deposited into said Escrow Fund by no later than June 30, 2023, said deposit may be made concurrently with the deposit of proceeds of any refunding bond authorized by the Board of Trustees of the District, to be treated as an issuer contribution to said refunding.

Section 5. The officers and employees of the District are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation notices of redemption with respect to the Redeemed Bonds to be redeemed, as necessary or appropriate to consummate the transactions authorized by this Order and to redeem said Redeemed Bonds in accordance with the provisions and requirements of said Eligible Outstanding Bonds and the Outstanding Bond Orders.

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PASSED AND APPROVED this June 20, 2022.

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President, Board of Trustees  
Wylie Independent School District

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Secretary, Board of Trustees  
Wylie Independent School District

[SEAL]

SKORBURG RETAIL CORPORATION  
8214 Westchester Drive, Suite 900  
Dallas, Texas 75225

May 27, 2022

Wylie Independent School District  
200 Pirate Drive  
Wylie, TX 75098

Re: Grant of Emergency Access Easement from Wylie Independent School District ("Wylie ISD") to Skorbург Retail Corporation (together with its successors and assigns, "Developer")

Gentlemen:

This letter will confirm our agreement (the "Agreement") regarding Wylie ISD's grant of an access easement to Developer, and, subject to Developer's closing of the purchase of the land described on Exhibit "A" (the "Property"), Developer's agreement to: (i) remove the existing chain link fence and install ornamental fencing, reasonably acceptable to Wylie ISD, along the property line; (ii) construct a sidewalk to allow student access from the Property to Rita Smith Elementary School; and (iii) make a donation to the Wylie ISD playground maintenance and equipment fund. Wylie ISD and Developer agree as follows:

- (a) Simultaneously with Wylie ISD's execution of this Agreement, Wylie ISD shall execute and deliver to Developer an Easement Agreement (the "Easement") in the form attached hereto as Exhibit "B";
- (b) If Developer or its assignee closes the purchase of the Property, Developer or its assignee shall be entitled to record the Easement and, following such recordation, shall be obligated to: (i) remove the existing chain link fence and install ornamental fencing, reasonably acceptable to Wylie ISD, along the property line; (ii) construct a sidewalk to allow student access from the Property to Rita Smith Elementary School; and (iii) make a donation in the amount of \$20,000.00 (Twenty Thousand and 00/100 Dollars) to the Wylie ISD playground maintenance and equipment fund; and
- (c) All obligations provided under Section (b) above shall be performed within a reasonably prompt timeline as determined by mutual agreement of Wylie ISD and Developer. Notwithstanding the foregoing, the donation under Section (b)(iii), shall be made within thirty (30) days following Developer's closing on the Property.



- (d) Developer agrees to provide Wylie ISD monthly status updates on the progress of Developer's obligations under Section (b)(i)-(ii). Failure of Developer to complete any of the obligations in Section (b) shall result in the termination of the Emergency Access Easement Agreement.

Please acknowledge and evidence your agreement with the terms of this Agreement by executing a copy of this Agreement in the space provided below and returning that copy to the undersigned. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

SKORBURG RETAIL CORPORATION, a Texas corporation

By: 

John Arnold, Authorized Signer

EXECUTED effective as of \_\_\_\_\_, 2022

WYLIE INDEPENDENT SCHOOL DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**47.2995 ACRES**

**BEING** a tract of land out of the William Patterson Survey, Abstract No. 716 in the City of Wylie, Collin County, Texas, being part of the tract of land described as Tracts One, Two and Three in deed to Alfred Fall Monroe recorded in Volume 454, Page 205 of the Deed Records of Collin County, Texas and being more particularly described as follows;

**BEGINNING** at a 5/8" iron rod set with a plastic cap stamped KHA in the west right-of-way line of Country Club Road (F.M. 1187, a variable width ROW) for the southwest corner of a tract of land described in deed to the City of Wylie recorded in Instrument No. 20090707000845190 of the Official Public Records of Collin County, Texas and being the northeast corner of Lot 1, Block A of the Rita Smith Elementary School, an addition to the City of Wylie according to the plat thereof recorded in Volume 2007, Page 459 of the Map Records of Collin County, Texas;

**THENCE** with the north line of said Lot 1 and along a fence, South 86°27'02" West, a distance of 2126.71 feet to a 5/8" iron rod set with a plastic cap stamped KHA for corner in the east line of Lot 20, Block B of Creekside Estates, Phase VII, an addition to the City of Wylie according to the plat thereof recorded in Volume 2015, Page 45 of the Map Records of Collin County, Texas;

**THENCE** with said east line, North 2°30'53" East, a distance of 256.19 feet to a 5/8" iron rod found for the northeast corner of said Lot 20;

**THENCE** with the north line of Lot 20 and the north line of Kingsbridge, Phase 1, an addition to the City of Wylie according to the plat thereof recorded in Volume 2015, Page 461 of the Map Records of Collin County, Texas, South 89°05'40" West, a distance of 522.22 feet to a 1/2" iron rod found for corner;

**THENCE** with the east line of said Kingsbridge, Phase 1 and the east line of Kingsbridge, an addition to the City of Wylie according to the plat thereof recorded in Volume 2015, Page 126 of the Map Records of Collin County, Texas, North 0°54'32" West, a distance of 307.51 feet to a point from which a 1/2" iron rod found bears South 51°46' West, 1.2 feet;

**THENCE** continuing with the east line of said Kingsbridge, North 1°17'28" West, a distance of 411.45 feet to a point for the southwest corner of a tract of land described in deed to Michael Rains recorded in Instrument No. 97-0085360 of the Land Records of Collin County, Texas;

**THENCE** with the south line of said Rains tract, the south line of a tract of land described in deed to Kenneth Pogue recorded in Instrument No. 20120403000387990 of the Official Public Records of Collin County, Texas, the south line of a tract of land described in deed to Client Hankey recorded in Instrument No. 20170417000474670 of the Official Public Records of

Collin County, Texas, the south line of a tract of land described in deed to Keith Spurgin recorded in Instrument No. 20121008001274120 of the Official Public Records of Collin County, Texas, the south line of a tract of land described in deed to James Monroe recorded in Instrument No. 20160921001265760 of the Official Public Records of Collin County, Texas, the south line of a tract of land described in deed to Michael Lundeen recorded in Instrument No. 93-0018605 of the Land Records of Collin County, Texas and the south line of a tract of land described in deed to John Minick recorded in Volume 1693, Page 320 of the Land Records of Collin County, Texas, North 89°43'05" East, a distance of 1211.87 feet to a point for corner in the west line of a tract of land described in deed to Garland Brewster recorded in Instrument No. 20130710000965740 of the Official Public Records of Collin County, Texas from which a 1/2" iron rod found bears North 1°38" West, 1.3 feet;

**THENCE** with said west line, South 1°38'05" East, a distance of 175.13 feet to a point for corner in a creek;

**THENCE** with the south line of said Brewster tract, the south line of a tract of land described in deed to John Potischnik recorded in Volume 1268, Page 426 of the Land Records of Collin County, Texas, the south line of a tract of land described in deed to Bradley Webb recorded in Volume 5833, Page 2043 of the Land Records of Collin County, Texas and with the south line of a tract of land described in deed to Bata Family Limited Partnership recorded in Instrument No. 20130820001181280 of the Official Public Records of Collin County, Texas, North 88°43'44" East, a distance of 1419.54 feet to a TXDOT aluminum monument found in the west right-of-way line of said Country Club Road;

**THENCE** with said west right-of-way line, the following courses and distances to wit:

South 1°02'43" East, a distance of 486.39 feet to a 5/8" iron rod set with a plastic cap stamped KHA for corner;

South 0°45'16" East, a distance of 210.94 feet to the **POINT OF BEGINNING** and containing 47.2995 acres or 2,060,365 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Wylie Independent School District

May 27, 2022

Page 5

**EXHIBIT "B"**

**EASEMENT AGREEMENT**

## EASEMENT AGREEMENT

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: \_\_\_\_\_, 2022

Grantor: WYLIE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 200 Pirate Drive  
Wylie, Texas 75098

Grantee: SKORBURG RETAIL CORPORATION, a Texas corporation

Grantee's Mailing Address: 8214 Westchester, Suite 900  
Dallas, Texas 75225

Grantee Property: That certain real property located in the City of Wylie (the "City"), Collin County, Texas more particularly described on **Exhibit A** attached hereto and made a part hereof.

Easement Purposes: (a) grading, installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of fence, sidewalk, utility and road improvements ("Improvements"), together with rights of access, ingress and egress for City emergency vehicular and pedestrian traffic to and from the Grantee Property, with respect to the real property which is described on **Exhibit B** attached hereto (the "Easement Area"); and

(b) grading, staging, access and other purposes (the "Temporary Easement") with respect to the real property which is described on **Exhibit C** attached hereto (the "Temporary Easement Area" and, together with the Easement Area, the "Easement Property") in connection with the construction of improvements on the Grantee Property.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, under, through and across the Easement Property for the Easement Purposes, together with all and singular the rights and appurtenances thereto in any way belonging (the

“Easement(s)”), to have and to hold the Easements to Grantee and Grantee’s successors and assigns until such time as an Easement is terminated as provided herein, and Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend the title to the Easements in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easements or any part thereof.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this Agreement (herein so called):

1. *Character of Easements.* The Easements are appurtenant to, run with, and inure to the benefit of all or any portion of the Grantee Property, whether or not the Easements are referenced or described in any conveyance of all or such portion of the Grantee Property. The Easements are irrevocable. The Easements are for the benefit of Grantee and subsequent owners of the Grantee Property. Grantor may fully use and enjoy the Easement Property for all purposes not inconsistent with this Agreement, and Grantor reserves and retains the right to grant other rights and easements across or under the Easement Property, except that such use and enjoyment and grants shall not unreasonably interfere with the exercise of the rights of Grantee hereunder. Grantee acknowledges that this Agreement and the Easements and related rights set forth herein are granted subject to any restrictions, easements, encumbrances and other matters of record affecting the Easement Property, any matters which might be disclosed by an inspection of the Easement Property and any leases affecting the Easement Property.

2. *Duration of Easement.* Except for the Temporary Easement or as otherwise provided in this Agreement, duration of the Easements is perpetual.

3. *Temporary Easement.* Grantee has the right to use the Temporary Easement Area as may be reasonably necessary in connection with the development of the Grantee Property. However, except for changes in grade of the Temporary Easement Area, Grantee must promptly restore the Temporary Easement Property to its previous physical condition if changed by use of the rights granted by this Temporary Easement. The Temporary Easement shall terminate at such time as the City has accepted the subdivision improvements constructed on the Grantee Property.

4. *Improvement and Maintenance of Easement Property.* Construction of the Improvements will be at the sole expense of Grantee. Grantee shall construct Improvements in the Easement Property in accordance with plans approved by the City. Until such time as a Facility is dedicated to and accepted by a governmental authority, Grantee shall maintain such Improvements constructed by Grantee in a good and structurally sound condition and in accordance with applicable law. Grantee has the right to construct, install, maintain, replace, and remove the Improvements under or across any portion of the Easement Property, provided that Grantee repairs and restores the surface of the Easement Property to substantially the same condition existing prior to such construction, installation, maintenance, replacement or repair of such Improvements, except as altered by the installation of the Improvements. All matters concerning the Improvements and their configuration, construction, installation, maintenance,

replacement, and removal are at Grantee's sole discretion. Grantee has the right to remove or relocate any fences and any encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Improvements.

5. *Equitable Rights of Enforcement.* This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* The parties shall bear their respective attorneys' fees and courts costs incurred as a result of any action to enforce this Agreement.

7. *Binding Effect.* This Agreement binds, benefits, and may be enforced by the parties and their respective successors and permitted assigns. Grantee shall be entitled to assign this Agreement and its rights hereunder without the consent of Grantor. Upon any such assignment, the assignor shall be released from and have no further obligations under this Agreement. The obligations imposed on Grantee pursuant to this Agreement shall not be binding upon the owner of any individual platted lot within the Grantee Property other than Grantee and the homeowner association (the "HOA") formed in connection with the Grantee Property. Upon formation of the HOA, the HOA shall be solely responsible for all obligations of Grantee under this Agreement, and the Grantee named herein shall have no further obligations under this Agreement. The Easements herein created shall not be construed as creating any rights in or for the benefit of the general public.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Counterparts.* This Agreement may be executed in multiple counterparts. All counterparts taken together constitute this Agreement.

10. *Waiver of Default.* A default is not waived if the non-defaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement. Without limiting the foregoing, Grantor agrees to execute and deliver to Grantee within ten (10) days after request such easements as may be requested or required by the City or any utility company with respect to any Improvements constructed or to be constructed by Grantee pursuant to this Agreement. Upon execution of any

such easement to the City and acceptance of the Improvements constructed within such easement by the City, the Easement for such Facility created pursuant to the terms of this Agreement shall terminate and neither Grantee nor the HOA shall have any further obligations under this Agreement in connection with such terminated Easement or the Improvements constructed therein.

12. *Indemnity.* To the extent required by the laws and Constitution of the State of Texas, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.

13. *Survival.* The obligations of the parties in this Agreement that cannot be or were not performed before termination of this Agreement survive termination of this Agreement.

14. *Entire Agreement.* This Agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this Agreement and any exhibits.

15. *Legal Construction.* If any provision in this Agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

[Signature Pages Follow]



GRANTOR:

WYLIE INDEPENDENT SCHOOL DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS     §

§

COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_, \_\_\_\_\_ of Wylie Independent School District, on  
behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

GRANTEE:

SKORBURG RETAIL CORPORATION, a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF \_\_\_\_\_§

          This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Skorburg Retail Corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

## **EXHIBIT A**

### **GRANTEE PROPERTY**

#### **47.2995 ACRES**

**BEING** a tract of land out of the William Patterson Survey, Abstract No. 716 in the City of Wylie, Collin County, Texas, being part of the tract of land described as Tracts One, Two and Three in deed to Alfred Fall Monroe recorded in Volume 454, Page 205 of the Deed Records of Collin County, Texas and being more particularly described as follows;

**BEGINNING** at a 5/8" iron rod set with a plastic cap stamped KHA in the west right-of-way line of Country Club Road (F.M. 1187, a variable width ROW) for the southwest corner of a tract of land described in deed to the City of Wylie recorded in Instrument No. 20090707000845190 of the Official Public Records of Collin County, Texas and being the northeast corner of Lot 1, Block A of the Rita Smith Elementary School, an addition to the City of Wylie according to the plat thereof recorded in Volume 2007, Page 459 of the Map Records of Collin County, Texas;

**THENCE** with the north line of said Lot 1 and along a fence, South 86°27'02" West, a distance of 2126.71 feet to a 5/8" iron rod set with a plastic cap stamped KHA for corner in the east line of Lot 20, Block B of Creekside Estates, Phase VII, an addition to the City of Wylie according to the plat thereof recorded in Volume 2015, Page 45 of the Map Records of Collin County, Texas;

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**THENCE** continuing with the east line of said Kingsbridge, North 1°17'28" West, a distance of 411.45 feet to a point for the southwest corner of a tract of land described in deed to Michael Rains recorded in Instrument No. 97-0085360 of the Land Records of Collin County, Texas;

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County, Texas, the south line of a tract of land described in deed to James Monroe recorded in Instrument No. 20160921001265760 of the Official Public Records of Collin County, Texas, the south line of a tract of land described in deed to Michael Lundeen recorded in Instrument No. 93-0018605 of the Land Records of Collin County, Texas and the south line of a tract of land described in deed to John Minick recorded in Volume 1693, Page 320 of the Land Records of Collin County, Texas, North 89°43'05" East, a distance of 1211.87 feet to a point for corner in the west line of a tract of land described in deed to Garland Brewster recorded in Instrument No. 20130710000965740 of the Official Public Records of Collin County, Texas from which a 1/2" iron rod found bears North 1°38" West, 1.3 feet;

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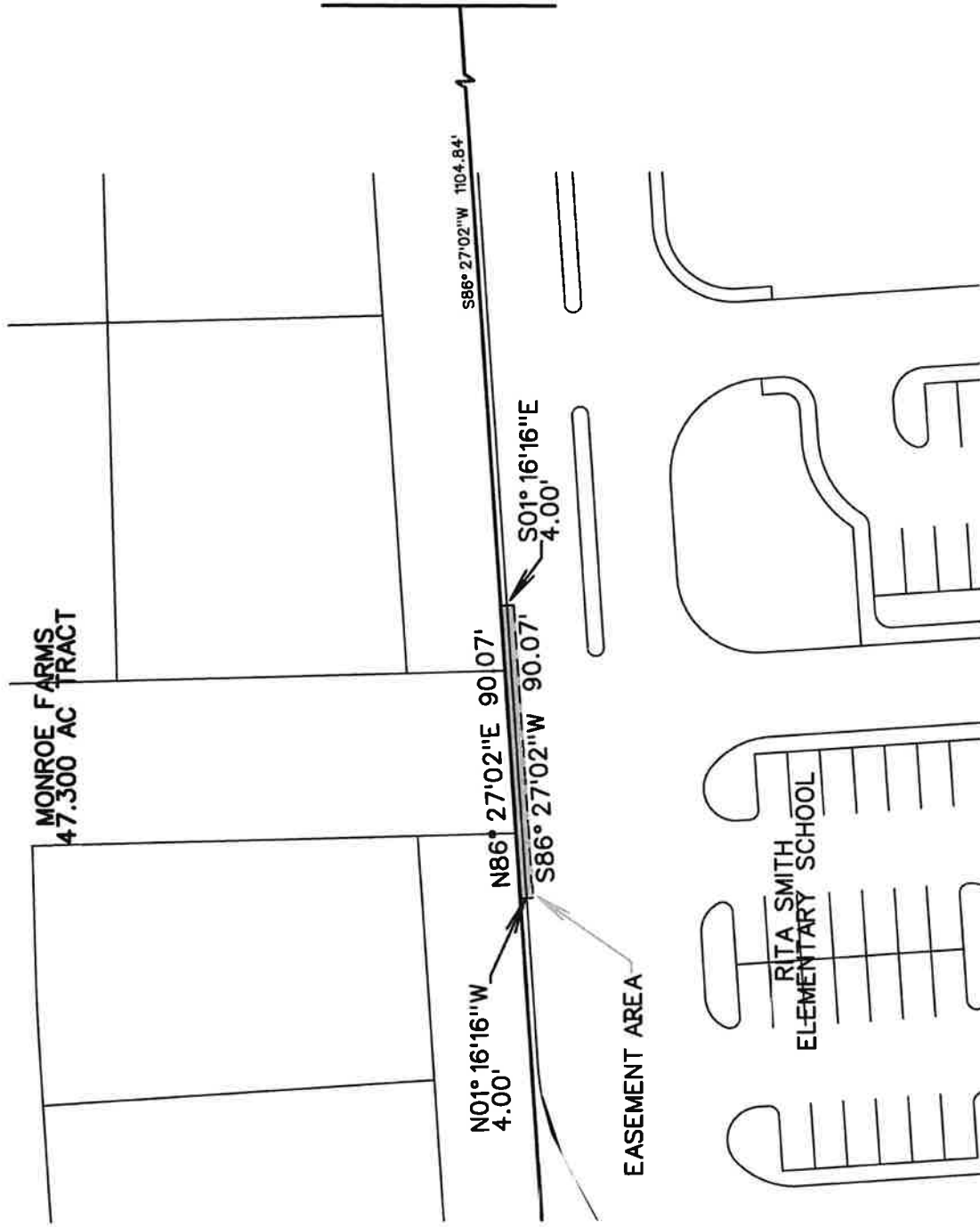
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

**EXHIBIT B**

**(ON FOLLOWING PAGE)**



SCALE 1"=50'

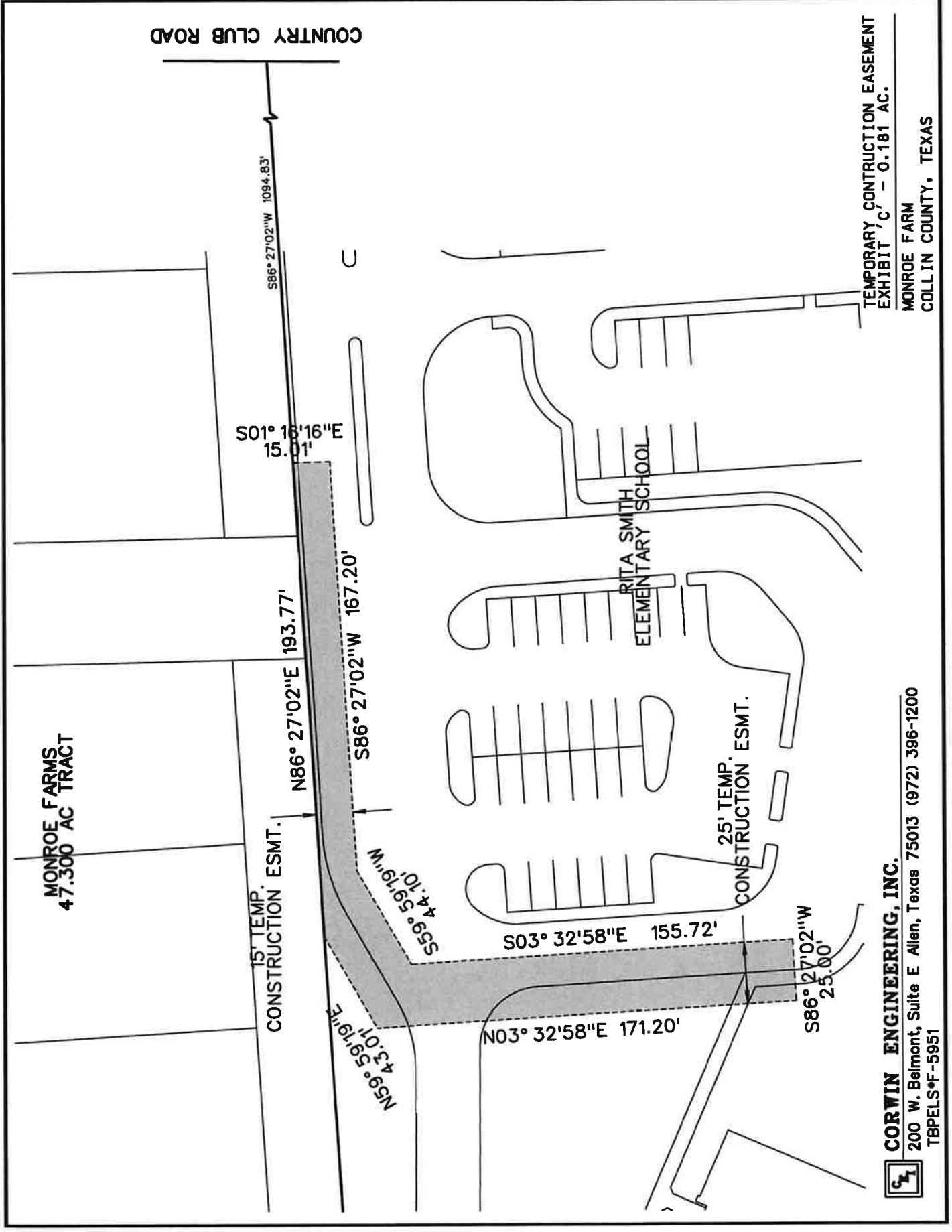


ACCESS AREA  
EXHIBIT 'B' - 360 SQ. FT.  
MONROE FARM  
COLLIN COUNTY, TEXAS

**CORWIN ENGINEERING, INC.**  
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200  
TBPLS\*10031700

**EXHIBIT C**

**(ON FOLLOWING PAGE)**



MONROE FARMS  
47.300 AC TRACT

COUNTRY CLUB ROAD

S01° 15' 16" E  
15.01'

N86° 27' 02" E 193.77'

S86° 27' 02" W 167.20'

S59° 59' 19" W  
44.10'

N59° 59' 19" E  
43.01'

N03° 32' 58" E 171.20'

S03° 32' 58" E 155.72'

25' TEMP.  
CONSTRUCTION ESMT.

S86° 27' 02" W  
25.00'

RITA SMITH  
ELEMENTARY SCHOOL

TEMPORARY CONSTRUCTION EASEMENT  
EXHIBIT 'C' - 0.181 AC.

MONROE FARM  
COLLIN COUNTY, TEXAS

**CORWIN ENGINEERING, INC.**

200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200  
TBPELS-F-5951





AFTER RECORDING, RETURN TO:

Skorburg Company  
8214 Westchester Drive, Suite 900  
Dallas, Texas 75225  
Attn: John Arnold

## EASEMENT AGREEMENT

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: \_\_\_\_\_, 2022

Grantor: WYLIE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 200 Pirate Drive  
Wylie, Texas 75098

Grantee: SKORBURG RETAIL CORPORATION, a Texas corporation

Grantee's Mailing Address: 8214 Westchester, Suite 900  
Dallas, Texas 75225

Grantee Property: That certain real property located in the City of Wylie (the "City"), Collin County, Texas more particularly described on **Exhibit A** attached hereto and made a part hereof.

Easement Purposes: (a) grading, installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of fence, sidewalk, utility and road improvements ("Improvements"), together with rights of access, ingress and egress for City emergency vehicular and pedestrian traffic to and from the Grantee Property, with respect to the real property which is described on **Exhibit B** attached hereto (the "Easement Area"); and

(b) grading, staging, access and other purposes (the "Temporary Easement") with respect to the real property which is described on **Exhibit C** attached hereto (the "Temporary Easement Area" and, together with the Easement Area, the "Easement Property") in connection with the construction of improvements on the Grantee Property.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, under, through and across the Easement Property for the Easement Purposes, together with all and singular the rights and appurtenances thereto in any way belonging (the

“Easement(s)”), to have and to hold the Easements to Grantee and Grantee’s successors and assigns until such time as an Easement is terminated as provided herein, and Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend the title to the Easements in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easements or any part thereof.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this Agreement (herein so called):

1. *Character of Easements.* The Easements are appurtenant to, run with, and inure to the benefit of all or any portion of the Grantee Property, whether or not the Easements are referenced or described in any conveyance of all or such portion of the Grantee Property. The Easements are irrevocable. The Easements are for the benefit of Grantee and subsequent owners of the Grantee Property. Grantor may fully use and enjoy the Easement Property for all purposes not inconsistent with this Agreement, and Grantor reserves and retains the right to grant other rights and easements across or under the Easement Property, except that such use and enjoyment and grants shall not unreasonably interfere with the exercise of the rights of Grantee hereunder. Grantee acknowledges that this Agreement and the Easements and related rights set forth herein are granted subject to any restrictions, easements, encumbrances and other matters of record affecting the Easement Property, any matters which might be disclosed by an inspection of the Easement Property and any leases affecting the Easement Property.

2. *Duration of Easement.* Except for the Temporary Easement or as otherwise provided in this Agreement, duration of the Easements is perpetual.

3. *Temporary Easement.* Grantee has the right to use the Temporary Easement Area as may be reasonably necessary in connection with the development of the Grantee Property. However, except for changes in grade of the Temporary Easement Area, Grantee must promptly restore the Temporary Easement Property to its previous physical condition if changed by use of the rights granted by this Temporary Easement. The Temporary Easement shall terminate at such time as the City has accepted the subdivision improvements constructed on the Grantee Property.

4. *Improvement and Maintenance of Easement Property.* Construction of the Improvements will be at the sole expense of Grantee. Grantee shall construct Improvements in the Easement Property in accordance with plans approved by the City. Until such time as a Facility is dedicated to and accepted by a governmental authority, Grantee shall maintain such Improvements constructed by Grantee in a good and structurally sound condition and in accordance with applicable law. Grantee has the right to construct, install, maintain, replace, and remove the Improvements under or across any portion of the Easement Property, provided that Grantee repairs and restores the surface of the Easement Property to substantially the same condition existing prior to such construction, installation, maintenance, replacement or repair of such Improvements, except as altered by the installation of the Improvements. All matters concerning the Improvements and their configuration, construction, installation, maintenance,

replacement, and removal are at Grantee's sole discretion. Grantee has the right to remove or relocate any fences and any encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Improvements.

5. *Equitable Rights of Enforcement.* This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* The parties shall bear their respective attorneys' fees and courts costs incurred as a result of any action to enforce this Agreement.

7. *Binding Effect.* This Agreement binds, benefits, and may be enforced by the parties and their respective successors and permitted assigns. Grantee shall be entitled to assign this Agreement and its rights hereunder without the consent of Grantor. Upon any such assignment, the assignor shall be released from and have no further obligations under this Agreement. The obligations imposed on Grantee pursuant to this Agreement shall not be binding upon the owner of any individual platted lot within the Grantee Property other than Grantee and the homeowner association (the "HOA") formed in connection with the Grantee Property. Upon formation of the HOA, the HOA shall be solely responsible for all obligations of Grantee under this Agreement, and the Grantee named herein shall have no further obligations under this Agreement. The Easements herein created shall not be construed as creating any rights in or for the benefit of the general public.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Counterparts.* This Agreement may be executed in multiple counterparts. All counterparts taken together constitute this Agreement.

10. *Waiver of Default.* A default is not waived if the non-defaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement. Without limiting the foregoing, Grantor agrees to execute and deliver to Grantee within ten (10) days after request such easements as may be requested or required by the City or any utility company with respect to any Improvements constructed or to be constructed by Grantee pursuant to this Agreement. Upon execution of any

such easement to the City and acceptance of the Improvements constructed within such easement by the City, the Easement for such Facility created pursuant to the terms of this Agreement shall terminate and neither Grantee nor the HOA shall have any further obligations under this Agreement in connection with such terminated Easement or the Improvements constructed therein.

12. *Indemnity.* To the extent required by the laws and Constitution of the State of Texas, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.

13. *Survival.* The obligations of the parties in this Agreement that cannot be or were not performed before termination of this Agreement survive termination of this Agreement.

14. *Entire Agreement.* This Agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this Agreement and any exhibits.

15. *Legal Construction.* If any provision in this Agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

[Signature Pages Follow]

GRANTOR:

WYLIE INDEPENDENT SCHOOL DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS     §

§


COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Wylie Independent School District, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

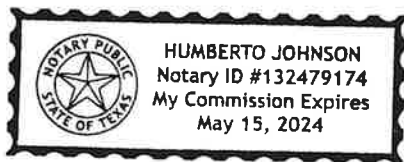
GRANTEE:

SKORBURG RETAIL CORPORATION, a Texas corporation

By:   
Name: John Arnold  
Title: Development Partner

THE STATE OF TEXAS     §  
  §  
COUNTY OF Dallas     §

This instrument was acknowledged before me on the 27 day of May, 2022, by John Arnold, Development Partner of Skorburg Retail Corporation, on behalf of said entity.



  
Notary Public, State of Texas

## **EXHIBIT A**

### **GRANTEE PROPERTY**

#### **47.2995 ACRES**

**BEING** a tract of land out of the William Patterson Survey, Abstract No. 716 in the City of Wylie, Collin County, Texas, being part of the tract of land described as Tracts One, Two and Three in deed to Alfred Fall Monroe recorded in Volume 454, Page 205 of the Deed Records of Collin County, Texas and being more particularly described as follows;

**BEGINNING** at a 5/8" iron rod set with a plastic cap stamped KHA in the west right-of-way line of Country Club Road (F.M. 1187, a variable width ROW) for the southwest corner of a tract of land described in deed to the City of Wylie recorded in Instrument No. 20090707000845190 of the Official Public Records of Collin County, Texas and being the northeast corner of Lot 1, Block A of the Rita Smith Elementary School, an addition to the City of Wylie according to the plat thereof recorded in Volume 2007, Page 459 of the Map Records of Collin County, Texas;

**THENCE** with the north line of said Lot 1 and along a fence, South 86°27'02" West, a distance of 2126.71 feet to a 5/8" iron rod set with a plastic cap stamped KHA for corner in the east line of Lot 20, Block B of Creekside Estates, Phase VII, an addition to the City of Wylie according to the plat thereof recorded in Volume 2015, Page 45 of the Map Records of Collin County, Texas;

**THENCE** with said east line, North 2°30'53" East, a distance of 256.19 feet to a 5/8" iron rod found for the northeast corner of said Lot 20;

**THENCE** with the north line of Lot 20 and the north line of Kingsbridge, Phase 1, an addition to the City of Wylie according to the plat thereof recorded in Volume 2015, Page 461 of the Map Records of Collin County, Texas, South 89°05'40" West, a distance of 522.22 feet to a 1/2" iron rod found for corner;

**THENCE** with the east line of said Kingsbridge, Phase 1 and the east line of Kingsbridge, an addition to the City of Wylie according to the plat thereof recorded in Volume 2015, Page 126 of the Map Records of Collin County, Texas, North 0°54'32" West, a distance of 307.51 feet to a point from which a 1/2" iron rod found bears South 51°46' West, 1.2 feet;

**THENCE** continuing with the east line of said Kingsbridge, North 1°17'28" West, a distance of 411.45 feet to a point for the southwest corner of a tract of land described in deed to Michael Rains recorded in Instrument No. 97-0085360 of the Land Records of Collin County, Texas;

**THENCE** with the south line of said Rains tract, the south line of a tract of land described in deed to Kenneth Pogue recorded in Instrument No. 20120403000387990 of the Official Public Records of Collin County, Texas, the south line of a tract of land described in deed to Client Hankey recorded in Instrument No. 20170417000474670 of the Official Public Records of Collin County, Texas, the south line of a tract of land described in deed to Keith Spurgin recorded in Instrument No. 20121008001274120 of the Official Public Records of Collin



County, Texas, the south line of a tract of land described in deed to James Monroe recorded in Instrument No. 20160921001265760 of the Official Public Records of Collin County, Texas, the south line of a tract of land described in deed to Michael Lundeen recorded in Instrument No. 93-0018605 of the Land Records of Collin County, Texas and the south line of a tract of land described in deed to John Minick recorded in Volume 1693, Page 320 of the Land Records of Collin County, Texas, North 89°43'05" East, a distance of 1211.87 feet to a point for corner in the west line of a tract of land described in deed to Garland Brewster recorded in Instrument No. 20130710000965740 of the Official Public Records of Collin County, Texas from which a 1/2" iron rod found bears North 1°38" West, 1.3 feet;

**THENCE** with said west line, South 1°38'05" East, a distance of 175.13 feet to a point for corner in a creek;

**THENCE** with the south line of said Brewster tract, the south line of a tract of land described in deed to John Potischnik recorded in Volume 1268, Page 426 of the Land Records of Collin County, Texas, the south line of a tract of land described in deed to Bradley Webb recorded in Volume 5833, Page 2043 of the Land Records of Collin County, Texas and with the south line of a tract of land described in deed to Bata Family Limited Partnership recorded in Instrument No. 20130820001181280 of the Official Public Records of Collin County, Texas, North 88°43'44" East, a distance of 1419.54 feet to a TXDOT aluminum monument found in the west right-of-way line of said Country Club Road;

**THENCE** with said west right-of-way line, the following courses and distances to wit:

South 1°02'43" East, a distance of 486.39 feet to a 5/8" iron rod set with a plastic cap stamped KHA for corner;

South 0°45'16" East, a distance of 210.94 feet to the **POINT OF BEGINNING** and containing 47.2995 acres or 2,060,365 square feet of land.

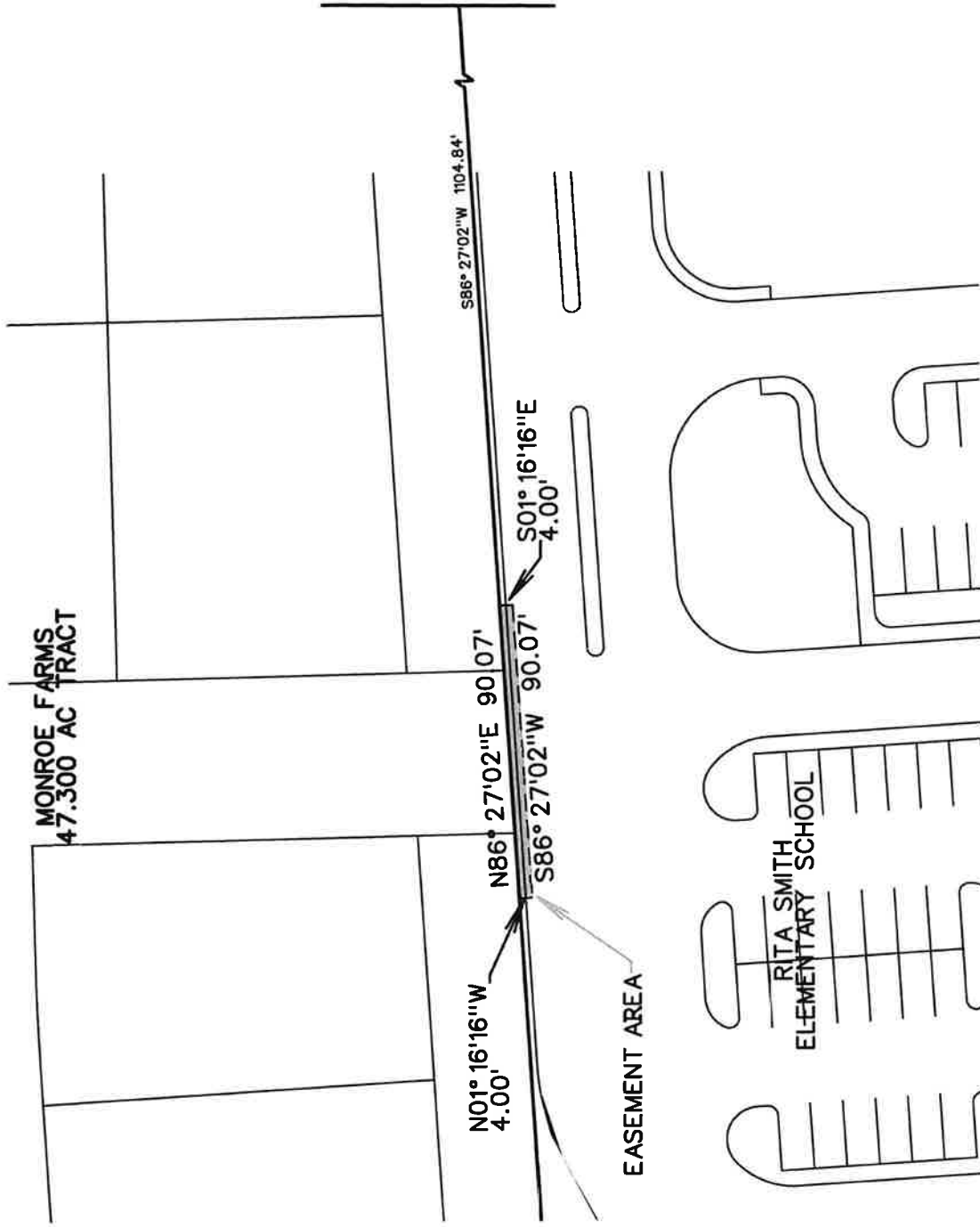
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

**EXHIBIT B**

**(ON FOLLOWING PAGE)**



SCALE 1"=50'

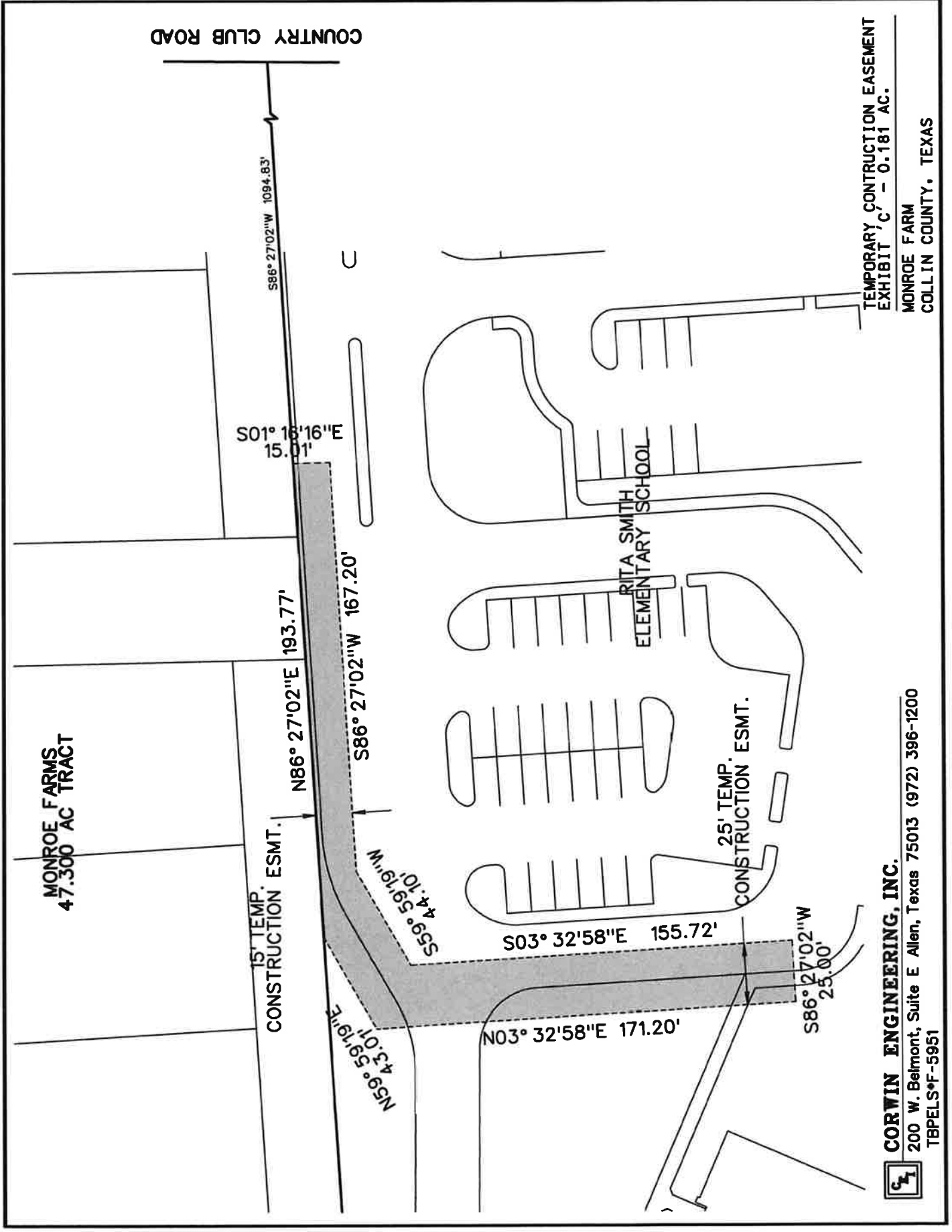


ACCESS AREA  
EXHIBIT 'B' - 360 SQ. FT.  
MONROE FARM  
COLLIN COUNTY, TEXAS

**CORWIN ENGINEERING, INC.**  
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200  
TBPLS\*10031700

**EXHIBIT C**

**(ON FOLLOWING PAGE)**



TEMPORARY CONSTRUCTION EASEMENT  
EXHIBIT C' - 0.181 AC.

MONROE FARM  
COLLIN COUNTY, TEXAS

**CORWIN ENGINEERING, INC.**  
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200  
TBPELS\*F-5951



AFTER RECORDING, RETURN TO:

Skorburg Company  
8214 Westchester Drive, Suite 900  
Dallas, Texas 75225  
Attn: John Arnold