



**Conroe Independent School District Board of Trustees**  
**Official Notice and Agenda**  
**Regular Meeting**  
**6:00 PM Tuesday, August 15, 2023**

A Regular Meeting of the Board of Trustees of the Conroe Independent School District will be held on Tuesday, August 15, 2023, beginning at 6:00 PM in the CISD Administration Building, 3205 W. Davis, Conroe, TX 77304. The meeting may be accessed virtually at <http://tiny.conroeisd.net/R78KV> \* Subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

- I. **Opening**
  - A. Invocation
  - B. Pledge of Allegiance
- II. **Citizen Participation**
- III. **Consent Agenda**
  - A. Consider and Approve Minutes of Prior Meetings
  - B. Consider and Approve Amendment to the 2022-2023 Budget
  - C. Receive Human Resources Report and Consider and Approve Employment of Professional Personnel
  - D. Consider and Approve Texas Teacher Evaluation and Support System (T-TESS) Appraisers
  - E. Consider and Approve the 2023-2024 Juvenile Justice Alternative Education Program Memorandum of Understanding
  - F. Consider and Approve Resolution Granting Montgomery County and Waller County 4-H Organizations Extracurricular Status and Entering into Adjunct Faculty Agreement with Texas A&M AgriLife Extension Service
  - G. Consider and Approve the Regional Day School for Deaf Shared Services Agreement for the 2023-2024 School Year
  - H. Consider and Approve Interlocal Agreement with Montgomery County for Purchase of a Mower for Caney Creek High School
- IV. **Teaching and Learning**
  - A. Receive the 2023 Elementary, Middle and Secondary Summer School Report
- V. **Planning and Construction**
  - A. Receive Capital Improvements Update
- VI. **Business/Purchasing**
  - A. Consider and Award RFP #23-05-03 A/C Filter Media
  - B. Consider and Award RFP #23-06-02 New and Used Vehicles
- VII. **Public Hearing**
  - A. Hold Public Hearing to Discuss Budget and Proposed Tax Rate
- VIII. **Business/Finance**
  - A. Consider and Approve Order Authorizing and Providing for the Defeasance and Redemption of Certain Outstanding Obligations of Conroe Independent School District, and Containing Other Provisions Related Thereto
  - B. Consider and Approve Order Authorizing the Issuance, Sale, and Delivery of Conroe Independent School District Unlimited Tax Refunding Bonds, in one or more Series; Authorizing the Superintendent and Chief Financial Officer to Approve the Amount, the Interest Rate, Price, Redemption Provisions, and Terms Thereof and Certain Other procedures and Provisions Related Thereto; and Containing Other Matters Related Thereto
  - C. Consider and Approve the 2023-2024 Official School Budget
  - D. Consider, Adopt, and Set by Order / Resolution the 2023 Ad Valorem Tax Rate to Support the 2023-2024 Budget: (a) Maintenance and Operations Tax Rate and (b) Debt Service Tax Rate

- E. Chapter 49 Local Revenue in Excess of Entitlement: Consider and Approve Option Selection for Reducing the District's Local Revenue Level
- F. Consider and Approve Resolution Opposing the 2024 Montgomery County Appraisal District Preliminary Budget
- G. Receive Financial Reports
- IX. **Legal**
  - A. Consider and Select Delegate to the 2023 TASB Delegate Assembly
  - B. Consider and Approve Resolution Designating Nonbusiness Days for the 2023 and 2024 Calendar Years in Compliance with HB 3033
- X. **Executive Session\*\***
- XI. **Action on Executive Session Items**
- XII. **Take Requests from Trustees Regarding Future Board Agenda Items**
- XIII. **Adjourn**

Posted in compliance with the Texas Open Meetings Act: \_\_\_\_\_ at \_\_\_\_\_.

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Dr. Curtis Null, Superintendent of Schools  
for the Board of Trustees

**\* Virtual Link**

Any meeting not live-streamed will be made available via recording in accordance with Tex. Gov't Code Section 551.128(b-2), (b-4)

**\*\* Executive Session Authorization during Meeting**

The Board of Trustees may conduct a closed or executive meeting or session in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in an open meeting. The Board of Trustees may convene in closed or executive session or meeting as authorized by the Texas Open Meetings Act, under the following Texas Government Code Sections:

**§551.071** – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law including board governance;

**§551.072** – For the purpose of discussing the purchase, exchange, lease, or value of real property;

**§551.073** – For the purpose of considering a negotiated contract for prospective gifts or donations;

**§551.074** – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employee(s)/officer(s) including board governance, and/or to hear complaints or charges against public employee(s)/public official(s).

**§551.076** – To consider the deployment, or specific occasions for implementation, of security personnel or devices;

**§551.082** – For the purpose of considering the discipline of a public school child or children or to hear a complaint for an employee against another employee;

**§551.0821** – For a matter regarding a public school student if personally identifiable information about the student will be revealed by the deliberation;

**§551.084** – For the purpose of excluding any witness or witnesses from a hearing during the examination of another witness

**§551.089** – Deliberation regarding security devices or security audits

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

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

## **Citizen Participation**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees accept as information the presentations made by citizens, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

Citizens will have the opportunity to address the Board in accordance with Board Policy BED.

### **Board Policy:** BED

Submitted and Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

## **Consider Approval of Minutes**

**Recommendation:**

That the Conroe Independent School District Board of Trustees approve the minutes of recent board meetings listed below, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

**Explanation:**

Attached are the minutes from the August 1, 2023, Special Board Meeting and Public Hearing. These minutes will become official upon your approval.

**Policy Reference:** Legal and Local Board Policy BE

Submitted and Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*



**CONROE INDEPENDENT SCHOOL DISTRICT  
PUBLIC HEARING  
PROPOSED 2023-2024 BUDGET AND TAX RATE  
AUGUST 1, 2023  
6 P.M.**

**HEARING:**

Dr. Curtis Null, Superintendent of Schools, and Board members Skeeter Hubert, Datren Williams, Stacey Chase, Theresa Wagaman Melissa Dugan, Misty Odenweller, and Tiffany Nelson were present to hear public comment on the 2023-2024 proposed budget and tax rate on the above date. Dr. Null opened the hearing at 8:09 p.m.

Darrin Rice, Chief Financial Officer, gave a comprehensive overview of the proposed 2023-2024 budget of \$672,772,241 and the tax rate of \$.9621. Budget objectives for 2023-2024 include the following:

- Meet the needs for the 2023-2024 school year. (Opening Hines Elementary, Moorhead Jr. High, & Veterans Memorial Intermediate)
- Provide a competitive compensation plan. (Pending legislative action)
- Provide a safe learning environment for our students and staff.
- Provide targeted support for students and staff by absorbing ESSER positions into the General Fund budget.

**PUBLIC COMMENT:**

The following citizens made comments and/or requested information:

- Stuart Schroeder

**ADJOURNMENT:**

The hearing concluded at 8:24 p.m.

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President, Board of Trustees

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Secretary, Board of Trustees

**Conroe Independent School District  
Board of Trustees Special Board Meeting  
August 1, 2023**

**OPENING**

A special meeting of the Conroe Independent School District Board of Trustees was held Tuesday, August 1, 2023, in the Board Room of Deane L. Sadler Administration Building located at 3205 W. Davis, Conroe, TX 77304. Superintendent Dr. Curtis Null and the following quorum of the Board of Trustees were in attendance: Skeeter Hubert, Theresa Wagaman, Datren Williams, Stacey Chase, Melissa Dungan, and Misty Odenweller. Trustee Tiffany Nelson attended the meeting virtually via video conference. Board President Skeeter Hubert called the meeting to order at 6:01 p.m. Mr. Williams led the invocation and Mrs. Chase led the pledges.

**CITIZEN PARTICIPATION**

The following citizens registered to address the Board of Trustees:

- |                    |                   |
|--------------------|-------------------|
| • Kristen Brown    | • Barry Millenson |
| • Paul Laskoski    | • Sam Pyle        |
| • Theresa Neman    | • Stephanie Cox   |
| • Alexander Harris | • Scott Harper    |
| • Holly Moore      |                   |

**CONSENT AGENDA**

**Motion #7331**

Theresa Wagaman seconded by Datren Williams moved: That the Board of Trustees approve the following items on the Consent Agenda as presented:

- Consider and Approve Minutes from the July 18, 2023, Regular Board Meeting
- Receive Human Resources Report and Consider and Approve Employment of Professional Personnel
- Review State Board of Educator Certification Professional Development Clearinghouse and Consider and Approve the District's Professional Development Plan for the 2023-2024 School Year

Carried unanimously 7-0.

**HUMAN RESOURCES**

***Name Director of Transportation:***

**Motion #7332**

Theresa Wagaman seconded by Misty Odenweller moved: That the Board of Trustees name Mr. Juan Melendez as Director of Transportation.

Carried unanimously 7-0.

**LEGAL**

***Consider and Accept the Recommendation of the 2023 Bond Planning Committee:***

**Motion #7333**

Datren Williams seconded by Theresa Wagaman moved: That the Board of Trustees accept the recommendation of the 2023 Bond Planning Committee to hold a School Bond Election on November 7, 2023, in order to address the needs of the District.

Carried unanimously 7-0.

***Consider and Approve Order Calling a School Bond Election:***

**Motion #7334**

Theresa Wagaman seconded by Datren Williams moved: That the Board of Trustees call a School-Building Bond Election on November 7, 2023, as recommended by the Bond Planning Committee.

Carried unanimously 7-0.

***Consider and Approve Elections Services Agreement with Montgomery County:*****Motion #7335**

Datren Williams seconded by Stacey Chase moved: That the Board of Trustees approve the Elections Services Agreement with Montgomery County.

Carried unanimously 7-0.

***Consider and Approve Joint Election Agreement with Montgomery County and other Political Subdivisions:*****Motion #7336**

Datren Williams seconded by Stacey Chase moved: That the Board of Trustees approve the Joint Election Agreement with Montgomery County and other political subdivisions participating in the November 7, 2023 Election.

Carried unanimously 7-0.

**PUBLIC HEARING*****Hold Public Hearing to Discuss Budget and Proposed Tax Rate:***

The special meeting recessed at 8:09 p.m. in order to hold the first of two scheduled public hearings to discuss the 2023-2024 budget and proposed tax rate. The regular meeting was reconvened at 8:24 p.m. upon completion of the public hearing.

**BUSINESS/FINANCE*****Consider and Adopt a Resolution Approving the Payment of a Retention Stipend to Qualifying Employees:*****Motion #7337**

Melissa Dungan seconded by Misty Odenweller moved: That the Board of Trustees adopt a resolution approving the payment of a retention stipend to qualifying employees in the amount of \$1,200 or \$600 depending on the employee's status as full or part-time.

Qualifying employees considered full-time employees – those working at least 50% - would receive the first \$600 payment on their October 15, 2023, paycheck and the second \$600 payment on their November 15, 2023, paycheck. Employees working less than 50% will receive a stipend in the amount of \$600, in two payments of \$300 each, and on the same paychecks noted above.

Carried unanimously 7-0.

**TEACHING AND LEARNING*****Receive Information from the School Health Advisory Council Regarding the Use of Cell Phones and Their Impact on Student Mental Health:***

The Chairperson from the School Health Advisory Council (SHAC) presented recommendations to the Board of Trustees regarding the use of cell phones during school hours and their impact on student mental health.

**DISCUSSION ITEMS PREVIOUSLY REQUESTED BY TRUSTEES*****Board Member Requested Discussion Regarding the Presence of Personal Ideologies in School:***

Trustee Melissa Dungan requested that the Board of Trustees discuss the presence of personal ideologies in schools. The Board discussed the topic.

***Board Member Requested Discussion Regarding HB 3:***

Trustee Misty Odenweller requested that the Board of Trustees discuss HB 3. Chief of Police Matt Blakelock gave a presentation regarding portions of HB 3 to assist in the Board's discussion.

**EXECUTIVE SESSION**

The Open Session recessed at 10:27 p.m.

The Board Of Trustees Conducted A Closed or Executive Meeting or Session in Accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before the Closed Meeting Convened, the Presiding Officer Publicly Identified the Following Sections of the Act Authorizing the Closed Meeting: Tex Govt Code Sections 551.071, 551.072, 551.076, and 551.089.

The Open Session reconvened at 11:04 p.m.

## LEGAL

### ***Consider and Adopt the 2023-2024 Student Code of Conduct:***

#### **Motion #7338**

Stacey Chase seconded by Melissa Dungan moved: That the Board of Trustees adopt the 2023-2024 Student Code of Conduct.

Carried unanimously 7-0.

### ***Consider and Repeal Local Board Policy CKE Safety Program/Risk Management: Security Personnel, and Adopt Local Board Policies CKEA Security Personnel: Commissioned Peace Officers, DEA Compensation and Benefits: Compensation Plan, FD Admissions, and FFI Student Welfare: Freedom from Bullying:***

#### **Motion #7339**

Datren Williams seconded by Stacey Chase moved: That the Board of Trustees approve to repeal Local Board Policy CKE Safety Program/Risk Management: Security Personnel, and Adopt Local Board Policies CKEA Security Personnel: Commissioned Peace Officers, DEA Compensation and Benefits: Compensation Plan, FD Admissions, and FFI Student Welfare: Freedom from Bullying.

Carried unanimously 7-0.

### ***Consider and Approve the Purchase of an Approximately 18.00 Acre School Site in the Caney Creek High School Feeder Zone and Delegate to the Superintendent the Authority to Finalize Negotiations and Execute the Contract Documents:***

#### **Motion #7340**

Theresa Wagaman seconded by Datren Williams moved: That the Board of Trustees approve the purchase of an approximately 18-acre school site in the Caney Creek High School feeder zone and authorize the Superintendent to negotiate and execute the documents necessary to effectuate the transaction.

The 18-acre school site in the Caney Creek High School feeder zone will serve students in both the Oak Ridge High School and Caney Creek feeder zones by addressing growth in that area as well as relieving crowding at Suchma Elementary and the elementary schools in the south portion of the Caney Creek feeder zone.

Carried unanimously 7-0.

### ***Consider and Approve the Sale of a 1.38 Acre Parcel to Cooper Rose, LLC, and Delegate to the Superintendent the Authority to Finalize Negotiations and Execute the Contract Documents:***

#### **Motion #7341**

Misty Odenweller seconded by Melissa Dungan moved: That the Board of Trustees approve the sale of a 1.38 parcel to Cooper Rose, LLC, and authorize the Superintendent to negotiate and execute the documents necessary to effectuate the transaction.

Carried unanimously 7-0.

## TAKE REQUESTS FROM TRUSTEES REGARDING FUTURE BOARD AGENDA ITEMS

No requests for future board agenda item were made.

**ADJOURNMENT**

**Motion #7342**

Datren Williams seconded by Misty Odenweller moved: That the special meeting be adjourned.  
President Hubert adjourned the meeting at 11:09 p.m.

Approved: August 15, 2023 by:

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

## Consider and Approve Amendment to the 2022-2023 Budget

### Recommendation:

That the Conroe Independent School District Board of Trustees approve an amendment to the 2022-2023 Official Budget, as reflected in the summary below and detailed in the following pages, as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### Explanation:

#### Revenues:

	<i>Current Budget</i>	<i>Amendment</i>	<i>Amended Budget</i>
<u>General Fund</u>	\$ 638,567,993.30	\$ -	\$ 638,567,993.30
Medicaid Budget	-	5,188,928.00	5,188,928.00
TRS On Behalf	34,300,000.00	1,000,000.00	35,300,000.00
Campus Donations	342,896.66	16,706.32	359,602.98
Total Revenue Increase, General Funds	673,210,889.96	6,205,634.32	679,416,524.28
<u>All Other Funds</u>			
Read to Succeed License Plate Program	5,859.69	34.43	5,894.12
Instructional Materials Allotment	-	12,375,873.88	12,375,873.88
Instructional Materials JJAEP Allotment	-	7,500.00	7,500.00
ARP Homeless II	301,277.00	73,333.00	374,610.00
Total Revenue Increase, All Funds	<u>\$ 673,518,026.65</u>	<u>\$ 18,662,375.63</u>	<u>\$ 692,180,402.28</u>

#### Appropriations:

<u>General Fund</u>	\$ 653,317,754.29	\$ -	\$ 653,317,754.29
Medicaid Budget	-	5,188,928.00	5,188,928.00
TRS On Behalf	34,300,000.00	1,000,000.00	35,300,000.00
Above District Student Funds	500,000.00	1,600,000.00	2,100,000.00
Campus Donations	342,896.66	16,706.32	359,602.98
Total Appropriation Increase, General Funds	688,460,650.95	7,805,634.32	696,266,285.27
<u>All Other Funds</u>			
Read to Succeed License Plate Program	5,859.69	34.43	5,894.12
Instructional Materials Allotment	-	12,375,873.88	12,375,873.88
Instructional Materials JJAEP Allotment	-	7,500.00	7,500.00
ARP Homeless II	301,277.00	73,333.00	374,610.00
Total Appropriation Increase, All Funds	<u>\$ 688,767,787.64</u>	<u>\$ 20,262,375.63</u>	<u>\$ 709,030,163.27</u>

In the General Fund, adjustments include campus donations from Bradley Elementary School.

Increases requested for All Other Funds account for new or revised state, federal and local grant allocations and the debt service fund.

**Policy Reference:** Legal and Local Board Policy CE

Recommended by:

Dr. Curtis Null  
Superintendent of Schools

Submitted by:

Darrin Rice  
Chief Financial Officer

**August 15, 2023**

## **Budget Amendment Executive Summary**

The budget amendment for the month of August includes both budget amendments and budget transfers.

### **Budget Amendment**

The budget amendment for the month of August totals \$18,662,375.63 in revenues and \$20,262,375.63 in appropriations. The budget amendment is broken down into two categories, 1) General Fund (the district's operating fund), and 2) All Other Funds.

- 1) The budget amendment in the General Fund for the month of August includes \$5,188,928 for federal reimbursements of direct medical services provided to Medicaid eligible special education students. The General Fund also contains an amendment to TRS on Behalf of \$1,000,000 which is offset by an equal amount in revenue. The amendment also includes an increase to above district student travel funds in the amount of \$1,600,000 for the year. Finally, the General Fund includes activity fund donations totaling \$16,706.32.

- Bradley Elementary (\$16,706.32 for playground shade structure)

- 2) The budget amendment in All Other Funds of \$12,456,741.31 includes amounts for new or revised state, federal and local grant allocations. Revised funding may be due to federal reallocations, roll forward and maximum entitlements. The roll forward is the unspent portion of the previous year's federal allocation. The maximum entitlement is the final distribution of total unallocated funding by the federal government.

The budget amendment contains final funding amounts for the 2021-2024 American Rescue Plan (ARP) Act Homeless II Education for Education for Homeless Children and Youth Program which is a federal stimulus fund to provide homeless children and youth with services in response to the challenges of COVID-19. The budget amendment also includes an increase to Read to Succeed License Plate Program fund in the amount of \$34.43 for David Elementary School. The increase is money awarded to campus libraries from the State, based on special license plate purchases. Included in the amendment is both the 2023-2024 Instructional Materials Allotment for \$12,375,873.88 and the 2023-2024 Instructional Materials JJAEP Allotment for \$7,500.

### **Budget Transfers**

Budget transfers consist of funds transferred within the same fund but changing functions. These transfers are found within the General Fund and All Other Funds. The total amount of all transfers is \$12,456,741.31. Approximately 71% or \$8,904,761.03 of the transfers is found in the general fund. The remaining \$3,808,813.83 is located within the District's grant funds.

PENTAMATION ENTERPRISES INC.  
DATE: 08/08/2023  
TIME: 18:34:39

CONROE INDEPENDENT SCHOOL DISTRICT  
PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 1  
MODULE NUM: DBUDRPT1

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
NONE	00			
OTHER USES	8900	7,770.21	.00	7,770.21
		7,770.21	.00	7,770.21
INSTRUCTION	11			
TOTAL PAYROLL	6100	432,421,131.93	-13,395.00	432,407,736.93
CONTRACTED SERVICES	6200	6,739,418.91	-353,069.35	6,386,349.56
SUPPLIES AND MATERIALS	6300	40,290,450.14	7,557,168.11	47,847,618.25
OTHER OPERATING EXPEND	6400	2,283,373.27	-208,631.22	2,074,742.05
CAPITAL OUTLAY	6600	490,937.97	.00	490,937.97
		482,225,312.22	6,982,072.54	489,207,384.76
MEDIA SERVICES	12			
TOTAL PAYROLL	6100	6,068,815.03	100,000.00	6,168,815.03
CONTRACTED SERVICES	6200	50,196.98	-2,000.00	48,196.98
SUPPLIES AND MATERIALS	6300	716,156.97	-19,096.98	697,059.99
OTHER OPERATING EXPEND	6400	11,397.59	.00	11,397.59
CAPITAL OUTLAY	6600	1,554.19	.00	1,554.19
		6,848,120.76	78,903.02	6,927,023.78
CURR & INST STAFF DEV	13			
TOTAL PAYROLL	6100	22,004,368.88	2,098,215.00	24,102,583.88
CONTRACTED SERVICES	6200	2,159,084.24	105,000.00	2,264,084.24
SUPPLIES AND MATERIALS	6300	1,528,480.42	59,466.86	1,587,947.28
OTHER OPERATING EXPEND	6400	880,081.08	4,000.00	884,081.08
CAPITAL OUTLAY	6600	.00	.00	.00
		26,572,014.62	2,266,681.86	28,838,696.48
INSTRUCTIONAL ADMIN	21			
TOTAL PAYROLL	6100	7,486,139.27	472,210.00	7,958,349.27
CONTRACTED SERVICES	6200	340,917.06	-75,950.00	264,967.06
SUPPLIES AND MATERIALS	6300	905,238.34	-123,330.54	781,907.80
OTHER OPERATING EXPEND	6400	480,556.41	12,500.00	493,056.41
CAPITAL OUTLAY	6600	.00	.00	.00
		9,212,851.08	285,429.46	9,498,280.54
SCHL ADMINISTRATION	23			
TOTAL PAYROLL	6100	42,114,114.68	206,000.00	42,320,114.68
CONTRACTED SERVICES	6200	49,261.42	-23,700.00	25,561.42
SUPPLIES AND MATERIALS	6300	324,493.79	5,255.41	329,749.20
OTHER OPERATING EXPEND	6400	191,508.82	.00	191,508.82
CAPITAL OUTLAY	6600	75.00	.00	75.00
		42,679,453.71	187,555.41	42,867,009.12
GUIDANCE & COUNSELING	31			
TOTAL PAYROLL	6100	41,879,758.37	51,970.00	41,931,728.37



PENTAMATION ENTERPRISES INC.  
DATE: 08/08/2023  
TIME: 18:34:39

CONROE INDEPENDENT SCHOOL DISTRICT  
PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 2  
MODULE NUM: DBUDRPT1

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
GUIDANCE & COUNSELING	31			
CONTRACTED SERVICES	6200	1,517,409.70	35,300.00	1,552,709.70
SUPPLIES AND MATERIALS	6300	1,730,915.30	29,061.91	1,759,977.21
OTHER OPERATING EXPEND	6400	264,783.96	2,500.00	267,283.96
CAPITAL OUTLAY	6600	.00	.00	.00
		45,392,867.33	118,831.91	45,511,699.24
SOCIAL WORK	32			
TOTAL PAYROLL	6100	1,869,415.96	73,333.00	1,942,748.96
CONTRACTED SERVICES	6200	544,085.00	.00	544,085.00
SUPPLIES AND MATERIALS	6300	104,976.30	.00	104,976.30
OTHER OPERATING EXPEND	6400	56,224.64	7,000.00	63,224.64
		2,574,701.90	80,333.00	2,655,034.90
HEALTH	33			
TOTAL PAYROLL	6100	9,029,248.85	-7,710.00	9,021,538.85
CONTRACTED SERVICES	6200	171,924.44	140,000.00	311,924.44
SUPPLIES AND MATERIALS	6300	248,073.52	1,643.30	249,716.82
OTHER OPERATING EXPEND	6400	49,452.89	6,000.00	55,452.89
CAPITAL OUTLAY	6600	.00	.00	.00
		9,498,699.70	139,933.30	9,638,633.00
STUDENT TRANS	34			
TOTAL PAYROLL	6100	25,466,912.00	2,575,000.00	28,041,912.00
CONTRACTED SERVICES	6200	611,431.27	-9,000.00	602,431.27
SUPPLIES AND MATERIALS	6300	5,584,995.99	-664,762.45	4,920,233.54
OTHER OPERATING EXPEND	6400	924,006.83	300,000.00	1,224,006.83
CAPITAL OUTLAY	6600	686,204.70	.00	686,204.70
		33,273,550.79	2,201,237.55	35,474,788.34
CHILD NUTRITION	35			
TOTAL PAYROLL	6100	9,430,000.00	.00	9,430,000.00
CONTRACTED SERVICES	6200	959,405.37	-3,000.00	956,405.37
SUPPLIES AND MATERIALS	6300	19,259,136.64	.00	19,259,136.64
OTHER OPERATING EXPEND	6400	40,000.11	.00	40,000.11
CAPITAL OUTLAY	6600	1,747,108.46	.00	1,747,108.46
		31,435,650.58	-3,000.00	31,432,650.58
COCURR ACTIVITIES	36			
TOTAL PAYROLL	6100	8,913,278.63	-31,530.00	8,881,748.63
CONTRACTED SERVICES	6200	792,701.88	-9,985.66	782,716.22
SUPPLIES AND MATERIALS	6300	1,986,553.75	-26,138.36	1,960,415.39
OTHER OPERATING EXPEND	6400	2,451,036.79	1,599,375.00	4,050,411.79
CAPITAL OUTLAY	6600	89,799.00	.00	89,799.00
		14,233,370.05	1,531,720.98	15,765,091.03

PENTAMATION ENTERPRISES INC.  
DATE: 08/08/2023  
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CONROE INDEPENDENT SCHOOL DISTRICT  
PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 3  
MODULE NUM: DBUDRPT1

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
GENERAL ADMIN	41			
TOTAL PAYROLL	6100	8,780,801.36	92,000.00	8,872,801.36
CONTRACTED SERVICES	6200	2,011,660.74	472,000.00	2,483,660.74
SUPPLIES AND MATERIALS	6300	402,472.41	-140,333.58	262,138.83
OTHER OPERATING EXPEND	6400	833,268.11	243,832.60	1,077,100.71
CAPITAL OUTLAY	6600	7,500.00	.00	7,500.00
		12,035,702.62	667,499.02	12,703,201.64
MAINTENANCE & OPERATIONS	51			
TOTAL PAYROLL	6100	33,056,060.55	96,550.00	33,152,610.55
CONTRACTED SERVICES	6200	31,174,904.10	404,643.87	31,579,547.97
SUPPLIES AND MATERIALS	6300	4,673,957.78	1,019,398.43	5,693,356.21
OTHER OPERATING EXPEND	6400	3,147,604.87	.00	3,147,604.87
CAPITAL OUTLAY	6600	2,157,139.92	16,706.32	2,173,846.24
		74,209,667.22	1,537,298.62	75,746,965.84
SECURITY	52			
TOTAL PAYROLL	6100	8,937,753.00	1,090.00	8,938,843.00
CONTRACTED SERVICES	6200	257,165.36	-2,000.00	255,165.36
SUPPLIES AND MATERIALS	6300	665,761.70	-92,777.88	572,983.82
OTHER OPERATING EXPEND	6400	50,975.41	.00	50,975.41
CAPITAL OUTLAY	6600	281,168.80	.00	281,168.80
		10,192,824.27	-93,687.88	10,099,136.39
TECHNOLOGY	53			
TOTAL PAYROLL	6100	5,617,506.89	37,000.00	5,654,506.89
CONTRACTED SERVICES	6200	3,030,984.22	-2,452.99	3,028,531.23
SUPPLIES AND MATERIALS	6300	682,674.29	-197,704.00	484,970.29
OTHER OPERATING EXPEND	6400	28,050.72	.00	28,050.72
CAPITAL OUTLAY	6600	3,613,952.80	.00	3,613,952.80
		12,973,168.92	-163,156.99	12,810,011.93
COMMUNITY SERVICES	61			
TOTAL PAYROLL	6100	958,762.37	3,000.00	961,762.37
CONTRACTED SERVICES	6200	18,000.00	6,000.00	24,000.00
SUPPLIES AND MATERIALS	6300	188,541.86	.00	188,541.86
OTHER OPERATING EXPEND	6400	34,736.41	.00	34,736.41
		1,200,040.64	9,000.00	1,209,040.64
DEBT SERVICES	71			
DEBT SERVICE	6500	130,166,253.00	4,765,913.83	134,932,166.83
		130,166,253.00	4,765,913.83	134,932,166.83
FACILITIES ACQ	81			
CONTRACTED SERVICES	6200	910,722.68	.00	910,722.68

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CONROE INDEPENDENT SCHOOL DISTRICT  
 PROPOSED BUDGET SUMMARY REPORT

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MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
FACILITIES ACQ	81			
SUPPLIES AND MATERIALS	6300	16,499,862.27	.00	16,499,862.27
OTHER OPERATING EXPEND	6400	.00	.00	.00
CAPITAL OUTLAY	6600	367,342,355.61	-330,190.00	367,012,165.61
		384,752,940.56	-330,190.00	384,422,750.56
OTHER INTERGOVERNMENTAL	99			
CONTRACTED SERVICES	6200	4,100,000.00	.00	4,100,000.00
		4,100,000.00	.00	4,100,000.00
DO NOT USE	ZZ			
CAPITAL OUTLAY	6600	.00	.00	.00
		.00	.00	.00
TOTAL EXPENSES		1,333,584,960.18	20,262,375.63	1,353,847,335.81

PENTAMATION ENTERPRISES INC.  
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CONROE INDEPENDENT SCHOOL DISTRICT  
 PROPOSED BUDGET AMENDMENTS DETAIL LISTING

PAGE NUMBER: 1  
 MODULE NUM: DBUDRPT1

SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	1613110099911000-6118	110,000.00	AMEND-MEDICAID	A6		H
	1613112200123000-6119	76,000.00	AMEND-MEDICAID	A6		H
	1613112200523000-6119	44,000.00	AMEND-MEDICAID	A6		H
	1613112201423000-6119	36,000.00	AMEND-MEDICAID	A6		H
	1613112204623000-6119	54,000.00	AMEND-MEDICAID	A6		H
	1613112210523000-6119	39,000.00	AMEND-MEDICAID	A6		H
	1613112211523000-6119	48,000.00	AMEND-MEDICAID	A6		H
	1613112212623000-6119	32,000.00	AMEND-MEDICAID	A6		H
	1613112213223000-6119	19,000.00	AMEND-MEDICAID	A6		H
	1613112287723000-6119	326,000.00	AMEND-MEDICAID	A6		H
	161311DX05037000-6119	47,000.00	AMEND-MEDICAID	A6		H
	161311DX05043000-6119	31,000.00	AMEND-MEDICAID	A6		H
	161311DX06837000-6119	48,000.00	AMEND-MEDICAID	A6		H
	161311DX06843000-6119	32,000.00	AMEND-MEDICAID	A6		H
	161311DX07037000-6119	46,000.00	AMEND-MEDICAID	A6		H
	161311DX07043000-6119	31,000.00	AMEND-MEDICAID	A6		H
	161311DX07737000-6119	45,000.00	AMEND-MEDICAID	A6		H
	161311DX07743000-6119	30,000.00	AMEND-MEDICAID	A6		H
	161311DX07837000-6119	95,000.00	AMEND-MEDICAID	A6		H
	161311DX07843000-6119	63,000.00	AMEND-MEDICAID	A6		H
	161311DX10237000-6119	46,000.00	AMEND-MEDICAID	A6		H
	161311DX10243000-6119	31,000.00	AMEND-MEDICAID	A6		H
	161311DX10337000-6119	78,000.00	AMEND-MEDICAID	A6		H
	161311DX10437000-6119	47,000.00	AMEND-MEDICAID	A6		H
	161311DX10443000-6119	31,000.00	AMEND-MEDICAID	A6		H
	161311DX10837000-6119	46,000.00	AMEND-MEDICAID	A6		H
	161311DX10843000-6119	31,000.00	AMEND-MEDICAID	A6		H
	161311DX11237000-6119	49,000.00	AMEND-MEDICAID	A6		H
	161311DX11243000-6119	32,000.00	AMEND-MEDICAID	A6		H
	161311DX12937000-6119	51,000.00	AMEND-MEDICAID	A6		H
	161311DX12943000-6119	34,000.00	AMEND-MEDICAID	A6		H
	161311DX13037000-6119	47,000.00	AMEND-MEDICAID	A6		H
	161311DX13043000-6119	31,000.00	AMEND-MEDICAID	A6		H
	161311DX13537000-6119	47,000.00	AMEND-MEDICAID	A6		H
	161311DX13543000-6119	32,000.00	AMEND-MEDICAID	A6		H
	161311RT88011000-6112	87,400.00	AMEND-MEDICAID	A6		H
	1993110099911000-6144	895,760.00	AMEND-TRS ON BEHALF	A7		H
	MAJOR OBJECT TOTAL	2,868,160.00				
6300	1613110087711000-6317	20,000.00	AMEND-MEDICAID	A6		H
	1613110087711000-6399	500.00	AMEND-MEDICAID	A6		H
	1613112202123000-6399	6,500.00	AMEND-MEDICAID	A6		H
	1613112287723000-6399	87,000.00	AMEND-MEDICAID	A6		H
	4103110099911001-6321	11,625,873.88	AMEND-INSTR MATERIALS ALL	A4		H
	410311JJ01011000-6399	7,500.00	AMEND-INSTR MATERIALS ALL	A5		H
	MAJOR OBJECT TOTAL	11,747,373.88				

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6400	1613110087711000-6411	8,500.00	AMEND-MEDICAID	A6		H
	1613112287723000-6411	94,500.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	103,000.00				
	FUNCTION TOTAL	14,718,533.88				
FUNCTION 12						
6100	4103122873099000-6119	100,000.00	AMEND-INSTR MATERIALS ALL	A4		H
	MAJOR OBJECT TOTAL	100,000.00				
6300	4293122811811000-6399	34.43	AMEND-READ TO SUCCEED LIC	A3		H
	MAJOR OBJECT TOTAL	34.43				
	FUNCTION TOTAL	100,034.43				
FUNCTION 13						
6100	1613130073011000-6125	56,000.00	AMEND-MEDICAID	A6		H
	1613130088024000-6119	42,000.00	AMEND-MEDICAID	A6		H
	1613132287723000-6119	692,000.00	AMEND-MEDICAID	A6		H
	161313RT88011000-6118	5,000.00	AMEND-MEDICAID	A6		H
	1993130099911000-6144	152,660.00	AMEND-TRS ON BEHALF	A7		H
	4103130073011000-6119	550,000.00	AMEND-INSTR MATERIALS ALL	A4		H
	4103130087924000-6119	100,000.00	AMEND-INSTR MATERIALS ALL	A4		H
	MAJOR OBJECT TOTAL	1,597,660.00				
6200	1613132287723000-6299	105,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	105,000.00				
6300	161313RT88011000-6325	62,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	62,000.00				
6400	1613132287723000-6497	1,000.00	AMEND-MEDICAID	A6		H
	161313RT88011000-6499	3,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	4,000.00				
	FUNCTION TOTAL	1,768,660.00				
FUNCTION 21						
6100	1613210088099000-6119	225,000.00	AMEND-MEDICAID	A6		H
	1613212287723000-6119	118,000.00	AMEND-MEDICAID	A6		H
	199321009999000-6144	92,210.00	AMEND-TRS ON BEHALF	A7		H
	MAJOR OBJECT TOTAL	435,210.00				
6400	1613210087799000-6411	3,500.00	AMEND-MEDICAID	A6		H

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 21						
6400	1613212287723000-6411	9,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	12,500.00				
	FUNCTION TOTAL	447,710.00				
FUNCTION 31						
6100	1993310099999000-6144	186,970.00	AMEND-TRS ON BEHALF	A7		H
	MAJOR OBJECT TOTAL	186,970.00				
6200	1613312287723000-6299	50,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	50,000.00				
6300	1613310087425000-6399	93,528.00	AMEND-MEDICAID	A6		H
	1613312287723000-6399	23,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	116,528.00				
6400	1613312287723000-6411	2,500.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	2,500.00				
	FUNCTION TOTAL	355,998.00				
FUNCTION 32						
6100	2802320087424000-6119	73,333.00	AMEND-ARP HOMELESS II	A2		H
	MAJOR OBJECT TOTAL	73,333.00				
6400	1613322287723000-6411	7,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	7,000.00				
	FUNCTION TOTAL	80,333.00				
FUNCTION 33						
6100	1613330087299000-6125	107,000.00	AMEND-MEDICAID	A6		H
	1613332287723000-6121	10,000.00	AMEND-MEDICAID	A6		H
	1613332287723000-6125	161,000.00	AMEND-MEDICAID	A6		H
	1993330099999000-6144	-393,710.00	AMEND-TRS ON BEHALF	A7		H
	MAJOR OBJECT TOTAL	-115,710.00				
6200	1613332287723000-6219	140,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	140,000.00				
6400	1613332287723000-6411	6,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	6,000.00				
	FUNCTION TOTAL	30,290.00				

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 36						
6100	1993360099999000-6144	-31,530.00	AMEND-TRS ON BEHALF	A7		H
	MAJOR OBJECT TOTAL	-31,530.00				
6400	19933600999990AD-6412	1,600,000.00	AMEND-ABOVE DISTRICT	A8		H
	MAJOR OBJECT TOTAL	1,600,000.00				
	FUNCTION TOTAL	1,568,470.00				
FUNCTION 41						
6100	1613410072799000-6119	92,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	92,000.00				
6200	1613412287723000-6211	80,000.00	AMEND-MEDICAID	A6		H
	1613412287723000-6299	400,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	480,000.00				
	FUNCTION TOTAL	572,000.00				
FUNCTION 51						
6100	1993510099999000-6144	96,550.00	AMEND-TRS ON BEHALF	A7		H
	MAJOR OBJECT TOTAL	96,550.00				
6200	16135100930990PB-6246	400,000.00	AMEND-MEDICAID	A6		H
	1613510099899000-6246	100,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	500,000.00				
6600	199351AF13299000-6639	16,706.32	AMEND-BRADLEY SHADE STRUC	A1		H
	MAJOR OBJECT TOTAL	16,706.32				
	FUNCTION TOTAL	613,256.32				
FUNCTION 52						
6100	1993520099999000-6144	1,090.00	AMEND-TRS ON BEHALF	A7		H
	MAJOR OBJECT TOTAL	1,090.00				
	FUNCTION TOTAL	1,090.00				
FUNCTION 61						
6200	1613610087799000-6299	6,000.00	AMEND-MEDICAID	A6		H
	MAJOR OBJECT TOTAL	6,000.00				
	FUNCTION TOTAL	6,000.00				
	TOTAL EXPENSES	20,262,375.63				

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SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	1993110001111TIA-6116	35,157.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110005111TIA-6116	231,702.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110005511TIA-6116	191,070.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110006811TIA-6116	142,308.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110007011TIA-6116	171,928.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110010111TIA-6116	157,944.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110010211TIA-6116	208,440.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110010311TIA-6116	107,490.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110010411TIA-6116	224,609.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110010511TIA-6116	73,400.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110010611TIA-6116	61,567.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110010711TIA-6116	108,332.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110011511TIA-6116	77,125.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110012411TIA-6116	88,110.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110013411TIA-6116	121,038.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110099811000-6142	-425,000.00	TSF-MAINT REPAIRS	AUG 23	T 12-20	H
	1993110099911000-6118	-110,220.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	1993110099911000-6119	-2,500,000.00	TSF-GEN FUN FUNCTIONS	AUG 23	T 12-21	H
	1993110099911TIA-6116	-1,890,000.00	TSF-TEACHER INCENTIVE AL	AUG 23	T 12-18	H
	199311CE11530000-6118	-555.00	TSF-STAFF DEV EXTRA DUTY	AUG 23	T 12-7	H
	2243112287723000-6119	120,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	263311EL69925000-6118	-3,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	2843112269923ESY-6118	-19,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	288311SS88024000-6112	-11,366.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	288311TI73024000-6125	-42,634.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	-2,881,555.00				
6200	1993110001611000-6245	-44.82	TSF-MAINT MOVE SHELIVING	AUG 23	T 12-2	H
	1993110099811000-6269	-28,024.53	TSF-MAINT REPAIRS	AUG 23	T 12-20	H
	1993110099911000-6269	-325,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-353,069.35				
6300	1993110001611000-6399	-721.00	TSF-MAINT MOVE SHELIVING	AUG 23	T 12-2	H
	1993110001638000-6399	-770.87	TSF-WO 574904 METAL SHEL	AUG 23	T 12-6	H
	1993110012011000-6399	-2,393.90	TSF-AP LAPTOP COMPUTER	AUG 23	T 12-17	H
	1993110012211000-6399	-237.93	TSF-KINDER ROOM BLINDS	AUG 23	T 12-8	H
	1993110099811000-6399	-134,213.53	TSF-MAINT REPAIRS	AUG 23	T 12-20	H
	1993110099911000-6399	-996,586.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	1993113199811000-6399	-134.00	TSF-ELECTIONS	AUG 23	T 12-13	H
	1993119G00111000-6399	-2,383.00	TSF-SHELV/CABIN WO 56872	AUG 23	T 12-5	H
	199311BR99811HB3-6399	-9,676.11	TSF-ELECTIONS	AUG 23	T 12-13	H
	199311BR99811HB3-6399	-114,068.42	TSF-COMMUNIC,LEG,SIGN	AUG 23	T 12-14	H
	199311BR99811HB3-6399	-3,737.51	TSF-KRONOS CLOCKS	AUG 23	T 12-15	H
	199311BR99811HB3-6399	-1,643.30	TSF-NARCAN	AUG 23	T 12-16	H
	199311BR99811HB3-6399	-39,328.39	TSF-MAINT REPAIRS	AUG 23	T 12-20	H
	199311BR99836000-6399	-312,330.33	TSF-MAINT REPAIRS	AUG 23	T 12-20	H
	199311CV99811000-6317	-1,695.56	TSF-ELECTIONS	AUG 23	T 12-13	H



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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6300	199311CV99811000-6399	-114,039.00	TSF-ELECTIONS	AUG 23	T 12-13	H
	199311NV99811000-6399	-9,482.48	TSF-ELECTIONS	AUG 23	T 12-13	H
	199311SS07311000-6399	-179.62	TSF-WINDOW DOOR WO 56940	AUG 23	T 12-4	H
	199311SU05611000-6399	-1,284.54	TSF-MAINTENANCE WO 57208	AUG 23	T 12-9	H
	2113110069924000-6399	-58,368.78	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	281111ID99811000-6399	-855,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	4103110099911000-6399	-1,531,931.50	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	-4,190,205.77				
6400	1993110099811000-6412	-50,000.00	TSF-ELECTIONS	AUG 23	T 12-13	H
	2113110069924000-6412	-261,631.22	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	-311,631.22				
FUNCTION TOTAL		-7,736,461.34				
FUNCTION 12						
6200	1993120099911000-6269	-2,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-2,000.00				
6300	1993120099811000-6399	-428.41	TSF-ELECTIONS	AUG 23	T 12-13	H
	1993120099911000-6399	-18,703.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	-19,131.41				
FUNCTION TOTAL		-21,131.41				
FUNCTION 13						
6100	199313CE11530000-6118	555.00	TSF-STAFF DEV EXTRA DUTY	AUG 23	T 12-7	H
	2811130087411000-6118	500,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	500,555.00				
6300	1993130099811000-6399	-2,533.14	TSF-ELECTIONS	AUG 23	T 12-13	H
	MAJOR OBJECT TOTAL	-2,533.14				
FUNCTION TOTAL		498,021.86				
FUNCTION 21						
6100	2113210087424000-6119	20,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	288321EO87424000-6119	17,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	37,000.00				
6200	1993210099899000-6299	-63,850.00	TSF-ELECTIONS	AUG 23	T 12-13	H
	1993210099999000-6269	-12,100.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-75,950.00				

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 21						
6300	1993210099899000-6399	-18,934.54	TSF-ELECTIONS	AUG 23	T 12-13	H
	1993210099999000-6399	-104,396.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	-123,330.54				
	FUNCTION TOTAL	-162,280.54				
FUNCTION 23						
6100	2811230022099000-6118	190,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	2843232269923ESY-6118	16,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	206,000.00				
6200	1993230099999000-6269	-23,700.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-23,700.00				
6300	1993230012099000-6317	2,393.90	TSF-AP LAPTOP COMPUTER	AUG 23	T 12-17	H
	1993230099899000-6399	3,737.51	TSF-KRONOS CLOCKS	AUG 23	T 12-15	H
	1993230099999000-6399	-876.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	5,255.41				
	FUNCTION TOTAL	187,555.41				
FUNCTION 31						
6100	2243312287723000-6119	-300,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	2811310022099000-6119	165,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	-135,000.00				
6200	1993310099999000-6269	-14,700.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-14,700.00				
6300	1613310099999000-6399	-87,003.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	1993310087999000-6399	-463.09	TSF-ASSESSMENT MAINT WOR	AUG 23	T 12-1	H
	MAJOR OBJECT TOTAL	-87,466.09				
	FUNCTION TOTAL	-237,166.09				
FUNCTION 33						
6100	2243332287723000-6119	105,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	2843332269923ESY-6121	3,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	108,000.00				
6300	1993330099899000-6399	1,643.30	TSF-NARCAN	AUG 23	T 12-16	H
	MAJOR OBJECT TOTAL	1,643.30				
	FUNCTION TOTAL	109,643.30				

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 34						
6100	1993340099999000-6119	2,500,000.00	TSF-GEN FUN FUNCTIONS	AUG 23	T 12-21	H
	2243342291023000-6125	75,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	2,575,000.00				
6200	1993340099999000-6269	-9,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-9,000.00				
6300	1993340099999000-6399	-180,028.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	199334BR99899000-6399	150,000.00	TSF-GEN FUN FUNCTIONS	AUG 23	T 12-21	H
	2821340099999000-6399	-634,734.45	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	-664,762.45				
6400	2113340069924000-6412	300,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	300,000.00				
	FUNCTION TOTAL	2,201,237.55				
FUNCTION 35						
6200	2403350092099000-6269	-3,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-22	H
	MAJOR OBJECT TOTAL	-3,000.00				
	FUNCTION TOTAL	-3,000.00				
FUNCTION 36						
6200	181336J287191000-6299	-1,985.66	TSF-WF STADIUM WO 575982	AUG 23	T 12-11	H
	1993360099999000-6269	-8,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-9,985.66				
6300	1813360099991000-6399	-17,600.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	1993360099899000-6399	-1,234.36	TSF-ELECTIONS	AUG 23	T 12-13	H
	1993360099999000-6399	-7,304.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	-26,138.36				
6400	1993360099899000-6412	-625.00	TSF-ELECTIONS	AUG 23	T 12-13	H
	MAJOR OBJECT TOTAL	-625.00				
	FUNCTION TOTAL	-36,749.02				
FUNCTION 41						
6200	1993410099999000-6269	-8,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-8,000.00				
6300	1613410099899000-6399	45,000.00	TSF-MEDICAID LEGAL FEES	AUG 23	T 12-10	H
	1993410099899000-6399	114,068.42	TSF-COMMUNIC,LEG,SIGN	AUG 23	T 12-14	H

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 41						
6300	1993410099999000-6399	-299,402.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	-140,333.58				
6400	1993410099899000-6499	272,632.60	TSF-ELECTIONS	AUG 23	T 12-13	H
	1993410099899TIA-6497	-28,800.00	TSF-MAINT REPAIRS	AUG 23	T 12-20	H
	MAJOR OBJECT TOTAL	243,832.60				
	FUNCTION TOTAL	95,499.02				
FUNCTION 51						
6200	1613510099899000-6246	-45,000.00	TSF-MEDICAID LEGAL FEES	AUG 23	T 12-10	H
	1813510088891000-6246	1,985.66	TSF-WF STADIUM WO 575982	AUG 23	T 12-11	H
	1993510000199000-6257	-20,000.00	TSF-GEN FUN FUNCTIONS	AUG 23	T 12-21	H
	1993510000399000-6246	452.99	TSF-PAINTING WO 574364	AUG 23	T 12-3	H
	1993510000399000-6257	-50,000.00	TSF-GEN FUN FUNCTIONS	AUG 23	T 12-21	H
	1993510000999000-6246	2,383.00	TSF-SHELV/CABIN WO 56872	AUG 23	T 12-5	H
	1993510001499000-6257	-50,000.00	TSF-GEN FUN FUNCTIONS	AUG 23	T 12-21	H
	1993510001699000-6246	765.82	TSF-MAINT MOVE SHELVING	AUG 23	T 12-2	H
	1993510001699000-6246	770.87	TSF-WO 574904 METAL SHEL	AUG 23	T 12-6	H
	1993510005399000-6257	-20,000.00	TSF-GEN FUN FUNCTIONS	AUG 23	T 12-21	H
	1993510005699000-6246	591.35	TSF-MAINTENANCE WO 57208	AUG 23	T 12-9	H
	1993510010499000-6257	-10,000.00	TSF-GEN FUN FUNCTIONS	AUG 23	T 12-21	H
	1993510087999000-6246	463.09	TSF-ASSESSMENT MAINT WOR	AUG 23	T 12-1	H
	1993510099899000-6246	103,993.16	TSF-PORTABLE BUILDINGS	AUG 23	T 12-12	H
	1993510099999000-6269	-12,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	199351AF12299000-6246	237.93	TSF-KINDER ROOM BLINDS	AUG 23	T 12-8	H
	MAJOR OBJECT TOTAL	-95,356.13				
6300	1993510005699000-6399	693.19	TSF-MAINTENANCE WO 57208	AUG 23	T 12-9	H
	1993510007399000-6399	179.62	TSF-WINDOW DOOR WO 56940	AUG 23	T 12-4	H
	1993510099899000-6399	176,006.84	TSF-PORTABLE BUILDINGS	AUG 23	T 12-12	H
	1993510099899000-6399	967,696.78	TSF-MAINT REPAIRS	AUG 23	T 12-20	H
	1993510099999000-6399	-125,178.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	1,019,398.43				
	FUNCTION TOTAL	924,042.30				
FUNCTION 52						
6200	1993520099999000-6269	-2,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-2,000.00				
6300	1993520099999000-6399	-4,630.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	4293520099999000-6399	-88,147.88	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	-92,777.88				
	FUNCTION TOTAL	-94,777.88				

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MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 53						
6100	288353TI73099000-6125	37,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	37,000.00				
6200	199353007309900H-6299	-452.99	TSF-PAINTING WO 574364	AUG 23	T 12-3	H
	1993530099990000-6269	-2,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	MAJOR OBJECT TOTAL	-2,452.99				
6300	1993530099899000-6317	50,190.00	TSF-PORTABLE BUILDINGS	AUG 23	T 12-12	H
	1993530099990000-6399	-247,894.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	-197,704.00				
	FUNCTION TOTAL	-163,156.99				
FUNCTION 61						
6100	2633612105525000-6137	3,000.00	TSF-SPEC REV FUND FUNC	AUG 23	T 12-19	H
	MAJOR OBJECT TOTAL	3,000.00				
	FUNCTION TOTAL	3,000.00				
FUNCTION 71						
6500	1613710072799000-6514	87,003.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	1813710072799000-6514	17,600.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	1993710072799000-6512	418,500.00	TSF-GASB 87 LEASE	AUG 23	T 12-23	H
	1993710072799000-6514	1,984,997.00	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	2403710092099000-6512	3,000.00	TSF-GASB 87 LEASE	AUG 23	T 12-22	H
	2821710072799000-6514	634,734.45	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	4103710072799000-6514	1,531,931.50	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	4293710072799000-6514	88,147.88	TSF-GASB 96 SBITAS	AUG 23	T 12-24	H
	MAJOR OBJECT TOTAL	4,765,913.83				
	FUNCTION TOTAL	4,765,913.83				
FUNCTION 81						
6600	1993810099899000-6625	-330,190.00	TSF-PORTABLE BUILDINGS	AUG 23	T 12-12	H
	MAJOR OBJECT TOTAL	-330,190.00				
	FUNCTION TOTAL	-330,190.00				
	TOTAL EXPENSES	.00				

**Receive Human Resources Department Report and  
Consider and Approve Employment of Professional Personnel  
August 15, 2023**

**Recommendation:**

That the Conroe Independent School District Board of Trustees approve the Human Resources report as submitted by Paula Green, Executive Director of Human Resources, and as recommended by Dr. Curtis Null, Superintendent of Schools:

**Explanation:**

As follows, you will find personnel resignations, employment of professional personnel, and employment of substitute teachers:

**Personnel Resignations (*Information Only*)**

**Birnam Woods Elementary School**

Christina Howland, Special Education

**Clark Intermediate School**

Phyllis Goady, Science/Social Studies

**Conroe High School – Ninth Grade Campus**

Christine Goodman, Special Education

**Cryar Intermediate School**

Mary Artusy, District Reading Interventionist

**David Elementary School**

Caitlin Weeks, Music

**Galatas Elementary School**

Megan Munoz, Second Grade

**Glen Loch Elementary School**

Kristi Carreon, Campus Instructional Coach- Elementary/Intermediate Language Arts

**Grand Oaks High School**

Amanda Nanfro, Math

**Grangerland Intermediate School**

Daniel Esparza, Special Education

**Hines Elementary School**

Jamie Albarran, Second Grade

**Hope Elementary School**

Stephanie Wallace, Special Education

**Houser Elementary School**

Brittany Baker, Physical Education

**Milam Elementary School**

Kenia Rodriguez Cortez, Bilingual Fourth Grade

**Peet Junior High School**

Ashley Morris, Social Studies

**Special Education Department**

Amanda Bustillos, Licensed Specialist in School Psychology

**Snyder Elementary School**

Carol West, Kindergarten

**Stewart Elementary School**

Catherine Lopez, Math/Science

**Technology Department**

Austin Jones, MIS Programmer

**Veterans Memorial Intermediate School**

Bryia Lightner, Nurse

**Vogel Intermediate School**

Arnold Collins, Campus Instructional Behavior Coach

**Employment of Professional Personnel****Anderson Elementary School**

Maria Castaneda, Counselor

Tracy Pippin, Library Media Specialist

**Armstrong Elementary School**

Laura Garcia Rubio, Bilingual Fourth Grade

Summer Spence, Third Grade

**Birnam Woods Elementary School**

Christina Howland, Special Education

Kirstan Jordan, First Grade

Amanda Wyatt, Special Education-Life Skills

**Bozman Intermediate School**

Joel Chairez, Sixth Grade  
Madison Neal, Fifth Grade  
Jennifer Ogunsanya, Fifth Grade  
Terry Sloan, Language Arts  
Elizabeth Villemez, Fifth Grade  
Stacy Widdall, Sixth Grade

**Broadway Elementary School**

Pola Hampton, Special Education

**Caney Creek High School**

Donna Burkhalter Hamlett, Science  
Natkita Grisham, English as a Second Language  
Mabel O'Neal, Biology

**Collins Intermediate School**

Rebecca Sebring, Special Education

**Conroe High School**

Justin Brodie, Science  
Quintin Harrell, Social Studies  
Tanya Pedersen, English  
Patrick Resby, Leadworthy the Course  
Perry Selvage, Special Education  
Erica Solomon-Powell, Math

**Conroe High School – Ninth Grade Campus**

Syed Ahmed, English  
Belen Berton, Special Education  
Zoe CruzAnaya, Art  
Meredith Fountain, Campus Reading Interventionist  
Kimberly Grigsby, Physical Education  
Alonte Thomas, Physical Education

**Creighton Elementary School**

Kelly Stock, Fourth Grade

**Cryar Intermediate School**

Ryan Bradley, Sixth Grade  
Katherine Byrne, Sixth Grade  
Bianca Castillo, Bilingual Sixth Grade

**Galatas Elementary School**

Michele Link, Second Grade  
Kristina Wallington, Second Grade



**Giesinger Elementary School**

Taina Sierra, Fourth Grade

**Glen Loch Elementary School**

Tracy Martin, First Grade

**Gordon-Reed Elementary School**

Sarah Cyr, Fourth Grade

Bianca Priscilla Espinoza Garcia, Sixth Grade

Yvonne Medley, Sixth Grade

Danielle Washington, Pre-Kindergarten

**Grand Oaks High School**

Joshua Bicknell, English

**Grangerland Intermediate School**

Anne Blake, District Reading Interventionist

Margaret Henthorn, Special Education

Javier Valenciano, Bilingual Fifth Grade

**Health Services Department**

Rebecca Pilgreen, Nurse

**Hines Elementary School**

Ashley Mangum, Second Grade

**Hope Elementary School**

Janet Pintor, Special Education

**Houser Elementary School**

Iesha Sylvester, Counselor

**Houston Elementary School**

Gloria Granados, Bilingual Pre-Kindergarten

**Irons Junior High School**

Kimberly Blanco, Assistant Principal

**Knox Junior High School**

Kristen Melton, Science

Nicole Wright-Thomas, Special Education

**McCullough Junior High School**

Brittney Jarvis, Social Studies

**Milam Elementary School**

Jose Cruz, Bilingual Third Grade

**Moorhead Junior High School**

Carrie Serrano, Student Success Manager

**Oak Ridge High School – Ninth Grade Campus**

Lauren Lunsford, Biology

**Patterson Elementary School**

Haley Marriott, Third Grade

**Peet Junior High School**

Princeton Davis, Social Studies

**Rice Elementary School**

Rachel West, Library Media Specialist

**Ride Elementary School**

Erin Weixel, First Grade

**San Jacinto Elementary School**

Joanna Ceballos, Fourth Grade

Rafael Gallont, Bilingual Fourth Grade

Laura Percy, Third Grade

**Snyder Elementary School**

Cari Churchill, Special Education

Daniel Morfenski, Special Education

**Special Education Department**

Taffa Thornburgh, Registered Occupational Therapist

**Stewart Elementary School**

Ann Brownfield, Fifth Grade

**Technology Department**

Jennifer Walton, District Instructional Technology Coach

**The Woodlands College Park High School**

Jose Arroyo, Spanish

Jennifer Buergermeister, Journalism

**Tough Elementary School**

Laura Kato, Fifth Grade

**Washington High School**

Arleen Lona, English as a Second Language

**Wilkinson Elementary School**

Jack Hadland, Special Education

Caitlyn White, Kindergarten

**York Junior High School**

Alondra Belle, Student Success Manager

Latavia Phillips, Math

**Employment of Substitute Teachers (*Information Only*)**

Sage Benson

Jayne Bull

Alyssa Carruth

Jason Downing

Robert Easley Jr.

Lymarie Guzman Hernandez

Regina Maria Lerdo De Tejada West

Amy Martin

Limari Martinez Rodriguez

Candace McGuire

Martha Meerscheidt

Maleigh Mifkovic

Yessenia Morales

Fredrick Nixon Jr.

Emma Nyffeler

Krista Olmstead

Jessica Ramos

Shiva Saint Fort

Jameel Sneed

Jessica Stege

Board Acceptance is requested:

Recommended by:

Dr. Curtis Null

*Superintendent of Schools*

Submitted by:

Paula Green

*Executive Director of Human Resources*

## Texas Teacher Evaluation and Support System (T-TESS) Appraisers

**Recommendation:**

That the Conroe Independent School District Board of Trustees approve qualified staff that may serve as a teacher appraiser for the 2023-2024 school year, as submitted by Paula Green, Director of Human Resources, and as recommended by Dr. Curtis Null, Superintendent of Schools.

**Explanation:**

The *Texas Teacher Evaluation and Support System* (T-TESS) is currently the State approved instrument designed to evaluate teachers and establish a system of support. In addition to the three-day T-TESS Appraiser Training, T-TESS appraisers must successfully complete a 36-hour *Instructional Leadership Training* (ILD) or a three-day Advancing Educational Leadership (AEL) training. We respectfully submit the following names for your approval.

**Policy Reference:** Legal and Local DNA

Angela Akin-Fonville	Laura Bringmann	Shannon Conley
Joshua Algaze	Victoria Brinkman	Kelly Corliss
Christopher Allen	Pamela Britton	Adrian Cortez
Lee Allen	Alison Brown	Michael Council
Michelle Allen	Hartwell Brown	Marcus Cowart
Jamie Almond	Leah Brown	Debra Creel
Shawn Almond	Stephanie Buck	Megan Davidson
Erin Anderson	Melanie Bujnoch	Melanie Davis
Lindsay Ardoin	Daniel Bulick	Lisa Davis-Renner
Sharon Bailey	Anita Bundage	Jennifer Daw
Ashlie Baker	Shalanda Burks	Miguel De La Torre
Amy Barber	Megan Burnham	Amber DeBeaumont
Daniel Barber	James Bush	Maria Dominguez
Mikia Barnes	Christine Butler	Sarah Dorsey
Christopher Barnhart	Megan Caldwell	Kindel Doucet
Carlos Barron	Matthew Campbell	Clinton Dulworth
Ethan Barton	Roberto Cantu	Deborah Dupre
Kristen Belcher	Rolando Cantu	Michael Edwards
Terri Benson	Dayren Carlisle	Jeffrey Eldridge
Brenda Bishop	Teresa Carroll	Tami Eldridge
James Bishop	Angelica Casanova	Kasandra Elvir
Jamie Bone	Yvette Casas	Beatriz English
Dana Boyer	Alexis Clark	Julie English
Larry Bradfute	Matt Clark	Danielle Fairhurst
Lynda Braschler	Denise Coello	Michael Ferguson
Laura Braun	Laura Collins	Kathy Franklin
Karen Bray	Gregg Colschen	Chelsea Fuller
Shawn Brieden	Raymond Conley	Jeffrey Fuller

Adriana Galarza  
Amy Garcia  
Roberto Garcia  
Justin Garrison  
Lisa Garrison  
Patricia Garza  
Ruben Garza  
Rachel Gibbs  
James Glaspie  
Stacy Gomez  
Jennifer Gonzales  
Paola Gorman  
Linda Graham  
Paula Green  
Denise Griffin  
John Hagan III  
Craig Harbin  
Wohn Harden  
Mindy Harding  
Wesley Harness  
Viviana Harris  
Christa Haymark  
Christopher Haymark  
Sharon Henry  
James Henson  
Gabriel Hernandez  
Susan Hersperger  
Cassandra Hertenberg  
Mandi Hess  
Barbara Hinton  
Ruthellen Hinton  
Monica Hock  
Catherine Holden  
Clinton Holden  
Tiffany Holmes  
Roger Holtkamp  
Tracy Horne  
Connie Horton  
Robert Horton  
Jarret Hostas  
Donna Hounihan  
Jill Houser  
Sarah Howard  
Joshua Hughes  
Genesis Humphrey  
Alonda Jacks Moorehead

Robert Jackson  
Tiffany Jackson  
Latory Jacobs  
Tiffany Jarabica  
Paige Jeanes  
Ashley Johnson  
Danny Johnson  
Stephanie Johnson  
Dusty Joiner  
Lee Anne Jones  
Christina Julien  
Nancy Kahn  
Carrie Karr  
Alexandra Kazmierczak  
Willie Kelley  
William Kelly  
Veronica Kiesz  
Albert Kisangi  
Paula Klapesky  
Crystal Kocian  
Thuy-Tien Koehnle  
Elizabeth Koehler  
Brittany Koester  
Larry Koslosky  
Nicholas Kral  
Christopher Kuempel  
Erin Lambert  
Jarod Lambert  
Neil Laminack  
Alexandra Lammers  
Eric Lammers  
Ted Landry  
Ashley Larkey  
Shelli LeBlanc  
Shawne Ledee  
Melony Lewis  
Vanessa Lincoln  
Anthony Livecchi  
Christian Lloyd  
Amy Longaker  
Lauren Longmire  
Edward Lopez  
Gabriela Lopez  
Marissa Lopez  
Angela Lozano  
Gilberto Lozano

Jenny Lucas  
Robert MacFarlane  
Jessica Macon  
Gary Madore  
Valentina Majeski  
Heath Manuel  
Kara Marquez  
Crizelda Marroquin  
Christell Marshall  
Benjamin Masud  
Erin Mathe  
Candace Mathis  
Timothy Matthews  
Tiffany Mayes  
John McClendon  
Patricia McClure  
Nadia McCord  
Robert McCord  
Brooke McCoy  
Robert McKnight  
Erika Mead-Garza  
Kathleen Meaux  
Bethany Medford  
Leea Meraz  
Kelsea Meredith  
Kevin Meyer  
James Milam  
Julie Miller  
Judy Mills  
Jason Milo  
Ronald Mlcak  
Nicholas Moore  
Lazaro Moreno  
Stacey Moseley  
Dennis Muehsler  
Mark Murrell  
Spencer Neal  
Nina Norman  
Sunnye Nowlin  
Michael Null  
Tina Oliver  
Farrin Ormes  
Jesus Oyervides  
Michael Papadimitriou  
Tande Paske  
Antoinette Patterson

Heather Paugh  
Jaime Peek  
Giovanka Pelaez  
Debra Peyreau  
Demetra Phipps  
Serena Pierson  
Jaime Poliak  
Crystal Poncho  
Christopher Povich  
Holly Powell  
Jill Price  
Richard Price  
Ashley Pryor  
John Pyle  
Laura Quinones Acevedo  
Kelly Rabon  
Sarah Radford  
Melissa Ralston  
Christina Reichelt  
Egla Reyna  
Brandy Robbins  
Olivia Robinson  
Julianne Roddy  
Joe Roland  
Linda Ross  
Chelsea Rothe  
Lauren Rucker  
Leigha Ruffin  
Clinton Rushing  
Anel Salas Cardenas  
Kara Saly  
David Sanchez  
Chaundrika Satterwhite  
Kristine Schrutka  
Melissa Sciba

Stacey Sebesta  
Deborah Shepard  
Kenneth Shields  
Delvin Sims  
Lora Sims  
Steven Skidmore  
Leah Slaughter  
Charita Smith  
Danielle Smith  
Kristine Smith  
Mark Smith  
Rotasha Smith  
Tonya Smith  
Kevin Solberg  
Wendi Spears  
Deborah Spoon  
Kimberly Sprayberry  
Steven Standefer  
Lacey Steinke  
Rian Stepp  
Brooke Sterenberg  
Malinda Stewart  
Jeffrey Stichler  
Tally Stout  
Tracy Summerville  
Allyson Tackett  
Alfred Tanner  
Tamika Taylor  
Patricia Thacker  
Nicole Thibault  
Courtney Thibodeaux  
Alecia Thomas  
Alaina Thompson  
Andrew Thompson  
Elizabeth Thompson

James Thompson  
Jason Teel  
Wendy Tisdell  
Mekko Timmons  
Carlton Todd  
April Tomon  
Mayra Torres  
Robin Traylor  
Julia Trevino Mendez  
Tonya Twilla  
Patrick Ubernoky  
Shane Ulbricht  
Christina Upshaw  
Hedith Upshaw  
Meghan Van Vossen  
Tara Vandermark  
Lara Vasquez  
Melanie Vaughan  
Elizabeth Villalta  
Tracy Voelker  
Nicole Walker  
Kristie Wallace  
Theresa Waller  
Stefanie Ward  
Aimee Weldon  
Chris White  
Kendra Wiggins  
Danae Wilker  
Cortnie Williams  
Jeremy Williams  
Shellie Winkler  
Dawn Wright  
Elizabeth Wyrick  
Tammy Zunker

Board Acceptance is requested:

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Paula Green  
*Executive Director of Human Resources*

## **Consider and Approve the 2023-2024 Juvenile Justice Alternative Education Program Memorandum of Understanding**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees approve the Juvenile Justice Alternative Education Program 2023-2024 Memorandum of Understanding, as submitted by Carrie Galatas, General Counsel, and Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

State law requires each public school district in a county with a population of 125,000 or more to execute a memorandum of understanding (MOU) with the county juvenile board in the county where the school district is located to establish a Juvenile Justice Alternative Education Program (JJAEP). State law dictates what conduct can result in assignment to the JJAEP, which is a structured educational/disciplinary program. In Montgomery County, the Juvenile Board through the Montgomery County Juvenile Probation Department collaborates with Conroe ISD to operate the JJAEP. The attached MOU establishes the responsibilities of the parties.

The JJAEP has capacity for 115 students. Last school year the JJAEP served 251 students, 211 were mandatory expulsions. The JJAEP serves all Montgomery County school districts.

### **Policy Reference:** Legal FODA

Submitted by:

Dr. Curtis Null  
*Superintendent of Schools*

Carrie Galatas  
*General Counsel*

# 2023-2024 MEMORANDUM OF UNDERSTANDING JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THE STATE OF TEXAS                   §  
COUNTY OF MONTGOMERY           §

THIS Agreement is entered into by, between, and among the **MONTGOMERY COUNTY JUVENILE BOARD**, hereinafter referred to as “**BOARD**” and the **CONROE INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “**DISTRICT**”.

**WHEREAS**, the **BOARD** and the **DISTRICT** are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act, hereinafter referred to as the "ACT" codified as Chapter 791 of the Government Code of Texas; and,

**WHEREAS**, the ACT authorizes any local government to contract or agree with another local government in accordance with the ACT to perform governmental functions and services that each party to the contract is authorized to perform individually; and,

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**WHEREAS**, the purpose of this memorandum of understanding is to set forth the duties and responsibilities of the **BOARD** and the **DISTRICT** regarding the operation of the Montgomery County Juvenile Justice Alternative Education Program hereinafter referred to as the “**JJAEP**” and to comply with the requirements of Texas Education Code §37.011 (k), (l), and (m).

**WHEREAS**, the parties concur that the educational component of the **JJAEP** can be administered most efficiently by the **DISTRICT** because the **JJAEP** is located within the geographic boundaries and educational jurisdiction of the **DISTRICT**;

**NOW, THEREFORE**, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between, and among the parties as follows:

## 1.

### Student Eligibility

1.1 Attendance at the **JJAEP** for the category of students described in paragraph A of this section is mandatory. For paragraphs B, C and D of this section, the **DISTRICT** may elect whether or not to enroll these students in the **JJAEP**. If the **DISTRICT** elects not to offer the **JJAEP** as a post-expulsion placement option for these students, the **JJAEP** is not responsible for the education of these students.

A. Students shall be placed in the **JJAEP** in those cases where they have been officially charged by the submission of an offense report, arrested and referred to the Montgomery County Juvenile Probation Department for committing one of the offenses enumerated under Texas Education Code §37.007 (a), (d) or (e). These offenses shall be referred to as “Category A” offenses. See appendix "B" or "C" for list of offenses. Said placement shall apply to students who have not had a finding entered by the Court regarding delinquency for committing a Category A offense.

B. If a student is expelled from the **DISTRICT** for committing a Category A offense but: (1) is not arrested or referred to the Montgomery County Juvenile



Probation Department for an offense listed in Texas Education Code §37.007 (a), (d) or (e); (2) a determination is made under Texas Family Code §53.01 that the person referred to juvenile court was not a "child" as that term is defined by Texas Family Code §51.02(2); (3) a determination is made that no deferred prosecution or formal court proceedings will be initiated against the child; (4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or (5) the child was adjudicated but no disposition was or will be ordered by the court, the student may be readmitted to the **DISTRICT** at the **DISTRICT'S** discretion and in accordance with the requirements of this memorandum of understanding. Such students are referred to as having committed an offense referred to as a "Category B" offense. The **DISTRICT** shall fully and fairly examine the circumstances surrounding the case, and, when appropriate, consult with the County Attorney's Office, the Juvenile Probation Department, and the student's parents. Following this examination, the **DISTRICT** is authorized to admit the student unconditionally, to the **DISTRICT** DAEP, or pursuant to the provisions of this memorandum of understanding, provide that the student continue his or her placement in the **JJAEP** for the remaining period of the student's expulsion.

C. Students may be expelled for engaging in serious misbehavior in accordance with Texas Education Code §37.007 (c). A student may also be expelled for committing an offense described in Texas Education Code §37.007 (b) or (f). Students referred for first time misdemeanor offenses or for serious misbehavior shall be individually evaluated by the Montgomery County Juvenile Probation Department prior to being expelled into the **JJAEP**. The Montgomery County Juvenile Probation Department will make the final determination regarding admitting the student into the **JJAEP**. These offenses will be referred to as "Category B" offenses. See appendix "B" or "C" for list of offenses.

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D. Students who have been officially charged by submission of an offense report and referred to the Montgomery County Juvenile Probation Department for committing any felony offense under Title 5, Penal Code, and the offense does not meet the criteria as a "Category A" offense, may be expelled into the **JJAEP** in accordance with Texas Education Code §37.0081. The Montgomery County Juvenile Probation Department will make the final determination regarding admitting the student into the **JJAEP**. These offenses will be referred to as "Category C" offenses. See appendix "C" for list of offenses. If a student is expelled from the **DISTRICT** for committing a category C offense but: (1) the charges are reduced to a misdemeanor offense; or (2) the court or jury finds that the student did not engage in a category C offense and the case has been dismissed with prejudice, the student shall be readmitted to the **DISTRICT**. A student charged with a category C offense who is not under the court's jurisdiction shall be served by the **DISTRICT**.

E. Students who are required to register as a sex offender under Chapter 62, Code of Criminal Procedure and are under court jurisdiction may be removed from the **DISTRICT** and placed in the **JJAEP** in accordance with Texas Education Code §37.309(b). These offenses will be referred to as "Category D" offenses. See appendix "B" for list of offenses. A student who is not required to register as a sex offender or is not under court jurisdiction shall be returned to the **DISTRICT**. The

removal of registered sex offenders only applies to students whose offense was committed on or after September 1, 2007.

1.2 **DISTRICT** may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission Review and Dismissal (ARD) committee has conducted a behavior manifestation determination, indicating that the alleged misconduct is not related to the student's disability. A representative of the **JJAEP** shall be given the opportunity to attend the ARD committee meeting. A copy of the behavioral manifestation determination must be included with the student's records. After making such a determination, the sending **DISTRICT'S** ARD committee shall determine what related services are necessary to comply with the IDEA. The sending **DISTRICT** shall remain responsible for making available the special education services necessary to implement the student's individual education plan (IEP) and/or individual transition plan (ITP). The sending **DISTRICT** serves as the local education agency (LEA) for all students expelled from the sending **DISTRICT** to the **JJAEP**. The sending **DISTRICT** may make related services available in conjunction with the **JJAEP** or at a separate time and location, at the discretion of the **DISTRICT**. If the sending **DISTRICT** chooses to make such related services available in conjunction with the **JJAEP**, the sending **DISTRICT** shall cooperate with the **JJAEP** to minimize disruption of the **JJAEP**. If the sending **DISTRICT** requires the student to leave the **JJAEP** for educational services, the IEP and/or ITP will include the need for transportation as a related service. If, after placement of a student in the **JJAEP**, the administrator of the program or the administrator's designee has concerns that the student's educational<sup>28</sup> or behavioral needs cannot be met in the program, the administrator or designee shall immediately provide written notice of those concerns to the sending **DISTRICT** from which the student was expelled. The student's admission, review, and dismissal committee shall meet to reconsider the placement of the student in the program. The **DISTRICT** shall, in accordance with applicable federal law, provide the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued placement in the program. The CONROE INDEPENDENT SCHOOL DISTRICT is not required to provide any related services to students assigned to the **JJAEP** facility who are not residents of the CONROE INDEPENDENT SCHOOL DISTRICT.

1.3 If the **JJAEP** determines that a student who has not been previously qualified as a student with disabilities under the IDEA may be eligible for services under the IDEA, the District of residence shall conduct all necessary evaluations to determine if the student does qualify for services under the IDEA.

1.4 The **JJAEP**, in collaboration with the sending **DISTRICT**, shall ensure that a student who is non-English speaking or who speaks English as a second language (ESL) is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations shall be maintained by the **JJAEP**.

1.5 The **JJAEP** shall ensure, in collaboration with the sending **DISTRICT**, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. Documentation of Section 504 eligibility determinations shall be maintained by the **JJAEP**.

1.6 Students expelled to the **JJAEP** shall receive instruction in English language arts, mathematics, science, social studies, and self-discipline. **DISTRICT** shall consider course credit earned by a student while in the **JJAEP** as credit earned in a **DISTRICT** school.

1.7 Any student who does not meet the eligibility requirements of this memorandum of understanding is not entitled to educational services provided by the **JJAEP**.

## 2.

### Required Documentation

2.1 Upon referral of a student to the **JJAEP**, the sending **DISTRICT** shall forward to the **JJAEP** the same records it is required to forward to another public school when a student moves from one district to another. **No student shall be admitted into the JJAEP until all of the student's records have been received.** Records that should be forwarded to the **JJAEP** include but are not limited to the following student records:

- The student's current transcript including all achievement test records;
- The student's current year report card;
- Withdrawal form, which shall indicate the list of courses in which the student is currently enrolled and **the current earned grade in each course for the current grading cycle;**
- The student's State of Texas Assessments of Academic Readiness (STAAR) summary sheet;
- The student's I.E.P., and most recent ARD documents including minutes;
- The student's behavioral manifestation determination;
- The student's immunization records;
- The student's valid Social Security number or if no Social Security number exists, then the student's State Identification number;
- Expulsion letter;
- Parent Acknowledgement Form;
- J.J.A.E.P. Intent to Enter Form; and
- Graduation Plan.

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## 3.

### Funding

3.1 Funding for the **JJAEP** is provided by the State through the Texas Juvenile Justice Department for all Category A students who attend the **JJAEP**. The **DISTRICT** shall not assume any financial liability for such students.

3.2 **DISTRICT** will collect from each district \$85.00 per day for each Category B and \$100.00 per day for each Category C student assigned to the **JJAEP**. Districts that choose to send Category B or C students to the **JJAEP** will be billed at the end of each semester. Payment is due within 30 days of receipt.

3.3 Should a Category B student accumulate 4 or more unexcused absences from the **JJAEP**, the **JJAEP** will advise the **DISTRICT** in writing of such absences.

3.4 Category B students who are absent ten consecutive days will be withdrawn from the **JJAEP** in accordance with **DISTRICT** policy.

## 4.

### Length of Placement

4.1 The term of placement shall not exceed the length of court-imposed supervision or, if the student is placed on deferred prosecution, the length of placement shall not exceed 6 months.

4.2 The length of placement for Category B students will be determined by consultation between the **DISTRICT** and the **JJAEP** with a minimum of 30 successful days and a maximum of 90 successful days in the program.

4.3 The length of placement for Category C students will be determined by consultation between the **DISTRICT** and the **JJAEP** with a minimum of 30 successful days and a maximum of 180 days in the program.

4.4 The length of placement for Category D students shall be a minimum of one semester but not to exceed 180 days. One semester is defined by the **DISTRICT** calendar.

4.5 In the event that a Category D student transfers in from another district during the student's placement, the student shall receive credit for the length of placement served from the sending district/placement toward the term of placement in the **JJAEP**.

4.6 The length of placement may be reduced if all entities are in agreement that the reduction in time is in the best interest of the student.

4.7 The length of placement shall not be extended unless all entities are in agreement that the extension in time is in the best interest of the student.

4.8 In the event that a **JJAEP** student is detained in the Montgomery County Juvenile Detention Center or placed in a residential (out of home) placement, the Montgomery County Juvenile Probation Department shall retain the discretion to assign credit for the length of placement to the term of expulsion/removal.

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4.9 In the event of overcrowding, the **JJAEP** reserves the right to establish a waiting list for admission or to return any Category B student to his or her home **DISTRICT** prior to the completion of the term of expulsion.

## 5.

### Administration of the State of Texas Assessments of Academic Readiness (STAAR)

- The **Conroe Independent School District** shall be responsible for acquiring all secure and non-secured test materials, which shall be made available to students enrolled in the **JJAEP** on the day the STAAR is to be administered.
- The **Conroe Independent School District** shall be responsible for training and certifying by oath all designated testing and non-testing staff.
- The **Conroe Independent School District** shall be responsible for administering the STAAR to those students enrolled in the **JJAEP**.
- The **DISTRICT** shall be responsible for retrieving all secured answer documents attributed to the **DISTRICT'S** students that are enrolled in the **JJAEP** from the **JJAEP** facilities.
- The **Conroe Independent School District** shall be responsible for returning all non-secured and secured testing material to the appropriate TEA agent.

## 6.

### Transportation

6.1 Transportation to the **JJAEP** shall be the responsibility of the sending **DISTRICT**. Students should arrive at 2235 North First Street, Conroe, TX 77301 no later than 7:15 A.M. on each day school is in session. Transportation home shall be the responsibility of the student's parent or guardian. In rare instances when transportation home is not available, the **JJAEP** staff will make necessary arrangements to assure the student arrives home safely.

## 7.

### Situs, Fiscal Agent, and Staffing Requirements

- 7.1 The **Montgomery County Juvenile Probation Department** is designated as the situs of the **JJAEP**.
- 7.2 The **DISTRICT** shall provide administration of the educational aspects of the **JJAEP** and serve as the Fiscal Agent for the **BOARD** and for each of the other participating Districts.
- 7.3 The **DISTRICT** shall administer the educational program on a day-to-day basis in accordance with policies promulgated and/or adopted by the **BOARD**; shall maintain all educational records applicable to the **DISTRICT** with regard to the status and ultimate disposition of each student assigned to the **JJAEP**; and shall provide the necessary curriculum in accordance with Texas Education Code §37.011, and; other such responsibilities normally associated with the administration of educational services.
- 7.4 As Fiscal Agent, the **DISTRICT** shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program and shall correspond with each student's home District with regard to the status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with the administration of educational services. See appendix "D" for PEIMS procedures.
- 7.5 The expenses of the educational program shall be covered by those funds received in compliance <sup>44</sup>with Texas Education Code §25.037 and §25.038. **DISTRICT** will invoice all other Districts at the end of each semester for tuition associated with Category B or C students. Payment is due within 30 days. Upon receipt, the **DISTRICT**, shall apply these payments to the costs of the **JJAEP**.
- 7.6 Nothing herein shall burden the **DISTRICT**, the **BOARD**, or any other participating District with the added expense necessary to address or accommodate any particular needs of special education, education of the handicapped, accommodation of a disability, or other special requirements unique to a particular student. Such services, costs, and expenses shall remain the responsibility of the **DISTRICT** in which the student is or was last regularly enrolled prior to the student's placement in the **JJAEP**.
- 7.7 The Chief Juvenile Officer and the **BOARD** shall provide personnel in the form of **JJAEP** Administrator, juvenile supervision officers and juvenile probation officers to assure compliance with court orders and to provide client oversight consistent with typical client contact (i.e. client counseling, crisis intervention, family counseling, etc.). The **BOARD** shall also provide the physical plant. The **DISTRICT** shall provide the personnel necessary to deliver educational services.

## 8. Miscellaneous

- 8.1 Consistent with the Texas Education Code and Texas Juvenile Justice Code, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this memorandum of understanding.
- 8.2 To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each party to this memorandum of understanding will hold harmless the other parties and their officers, employees, and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the other party or its officers, employees, or agents.
- 8.3 In accordance with Texas Education Code §37.011(j) the Board, County, and Commissioners Court are immune from liability to the same extent as a school district, and the **BOARD'S** or County's professional

employees and volunteers are immune from liability to the same extent as a school district's professional employees and volunteers.

8.4 If there is no available space for additional students to enter the program, additional assigned students may be placed on a "waiting list" for the next available opening. However, no expelled student may be ordered to attend a regular classroom, a regular campus, or a **DISTRICT** alternative education program, without the informed consent of the **DISTRICT**.

8.5 The term of this memorandum of understanding shall be for the 2023-2024 school year according to the school calendar of the **DISTRICT**. See appendix "E". Thereafter, renewal may be made on a year-to-year basis by mutual consent of the parties.

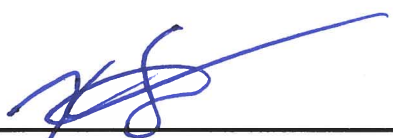
8.6 Students who are 17 years of age or older and who are expelled for a Category A offense committed on or after the age 17 are eligible for the **JJAEP**.

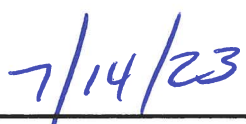
8.7 Students who are 17 years of age or older and who are expelled for Category B offenses may not be placed in the **JJAEP**. The **DISTRICT** of residence shall be responsible for providing for the student's education or G.E.D. preparatory classes.

8.8 A **DISTRICT** principal or designee shall make at least one visit to the **JJAEP** campus for each student expelled to the **JJAEP**. The purpose of the visit is to monitor student progress and encourage rehabilitation.

8.9 The **DISTRICT**, in conjunction with the **JJAEP**, will evaluate each student who is pregnant or becomes pregnant while attending the **JJAEP**. Consideration will be given to programs available within the **DISTRICT** to serve such students.

Signed on behalf of their respective boards by:

  
\_\_\_\_\_  
Chair, Montgomery County Juvenile Board

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Date



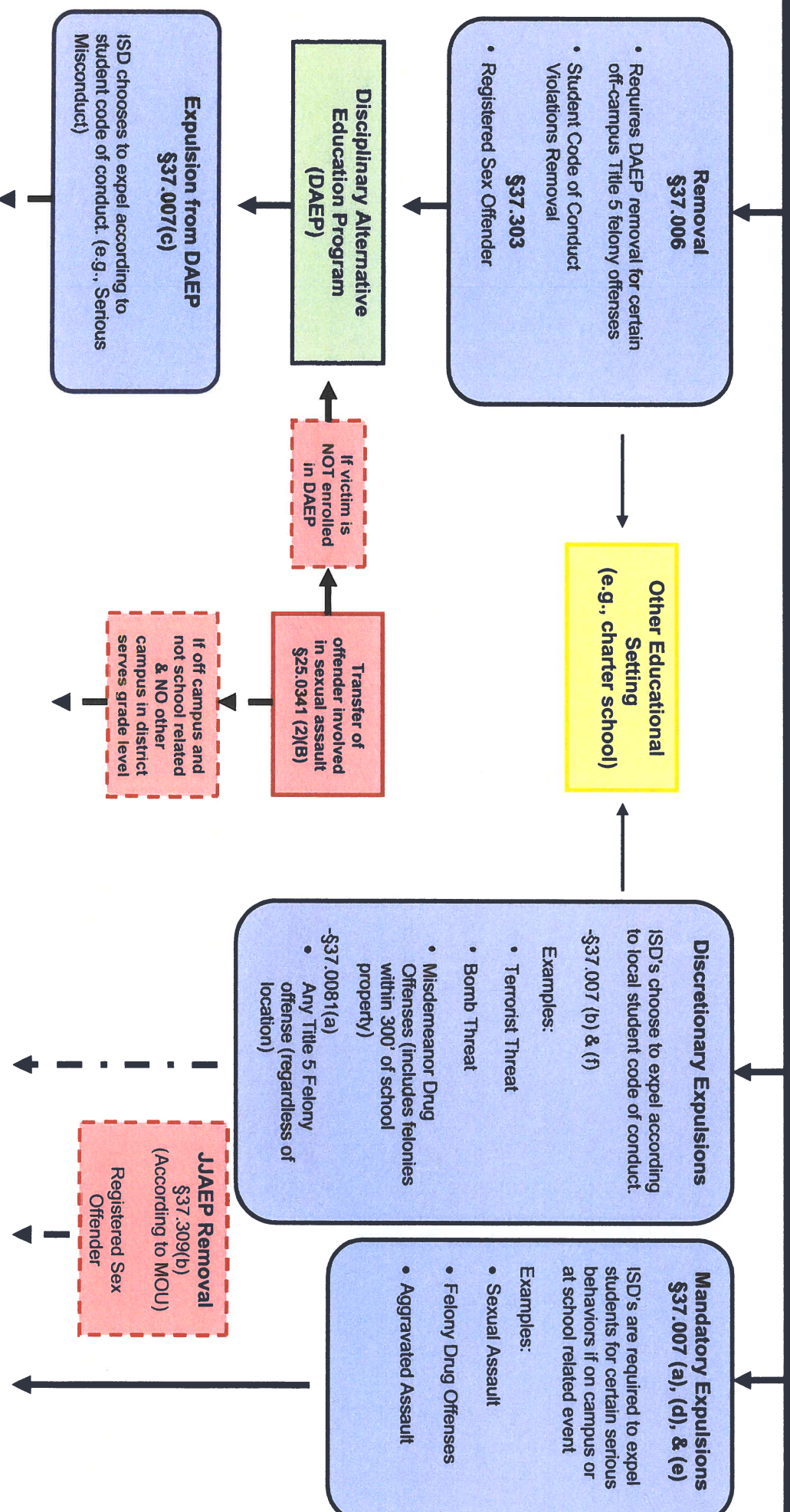


# Student Discipline Flowchart

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

## 2022-2023 School Years

### Regular Education Setting



### Juvenile Justice Alternative Education Program

# Student Discipline 2022 and 2023 School Years

## Disciplinary Alternative Education Program Removals

## JJAEP Placements

### Discretionary Removals

#### 37.001 (a)

- Violations of the Student Code of Conduct
- Example: Serious Misconduct

#### 37.006 (d) - Off campus and not school related event:

- Felony offense other than a Penal Code Title 5 offense if:
  - Superintendent has "reasonable belief" that student engaged in felony offense and the student's presence in the regular classroom is a threat to other students or teachers or will be detrimental to the educational setting.

### Mandatory Removals

#### 37.006 (a)

- False alarm or report (Penal Code 42.06)\*
- Terroristic threat (Penal Code 22.07)\*
- While on school property/school related event or within 300' of school property:
  - Any conduct punishable as a felony except for those listed under "Mandatory Expulsions"
  - Assault (Penal Code 22.01(a)(1))
  - Misdemeanor drug, alcohol or inhalants offenses\*
  - Felony drugs within 300' only (all on school property/school related events are mandatory expulsions)\*
  - Public lewdness (Penal Code 21.07)/indecent exposure (Penal Code 21.08)
  - Breach of computer security / Computer hacking (Penal Code 33.02)

#### 37.006 (b) – Regardless of location:

- Retaliation against any school employee (Penal Code 36.06, see also Mandatory Expulsions)

#### 37.006(c) - While off campus and not school related:

- Any Penal Code Title 5 felony offense or Aggravated Robbery (Penal Code 29.03) for which:
  - A student is placed on deferred prosecution;
  - A student is adjudicated delinquent; or
  - A superintendent has "reasonable belief" the student engaged in the conduct

#### 37.303

- Registered Sex Offender\*

\* May also be expelled as a discretionary expulsion or removal

### Mandatory Expulsions

#### 37.007(a) – On school property or at school related event:

- Unlawful carrying weapon - Gun (Penal Code 46.02(a)) or (18 USC Section 921, includes charter schools)
- Unlawful carrying weapon - a handgun, illegal knife or club (Penal Code 46.02(a))
- Prohibited Weapon (1) an explosive weapon, (2) a machine gun, (3) a short-barrel firearm, (4) a firearm silencer, (5) knuckles, (6) armor, including ammunition; (7) a chemical dispersing device; (8) a zip gun; or (9) a tire deflation device. (Penal Code 46.05 (a))
- Aggravated assault (Penal Code 22.02)
- Sexual assault (22.011)
- Aggravated sexual assault (Penal Code 22.021)
- Arson (Penal Code 28.02)
- Murder (Penal Code 19.02)
- Capital murder (Penal Code 19.03)
- Criminal attempted murder or capital murder (Penal Code 15.01)
- Indecency with a child (Penal Code 21.11)
- Aggravated kidnapping (Penal Code 20.04)
- Aggravated robbery (Penal Code 29.03)
- Manslaughter (Penal Code 19.04)
- Criminal negligent homicide (Penal Code 19.05)
- Continuous sexual abuse of young child or children (Penal Code 21.02)
- Felony Drug offenses

#### 37.007(d) – Regardless of location:

- Retaliation against school employee or volunteer (any 37.007(a) offense)
- 37.007(e) – On school property or at school related event:
  - Federal firearm (20 U.S.C. Section 7151).

### Discretionary Expulsions

#### 37.007(b)

- False alarm or report (Penal Code 42.06)
- Terroristic threat (Penal Code 22.07)
- While on school property/school related event or within 300' of school property:
  - Misdemeanor drug, alcohol or inhalants offenses
  - Class A misdemeanor assault on school employee or volunteer (Penal Code 22.01(a)(1)), regardless of location.
  - Any offense listed as a Mandatory Expulsion, if within 300' of school property
- Aggravated assault (Penal Code 22.02), sexual assault (22.011), aggravated sexual assault (Penal Code 22.021), murder (Penal Code 19.02), capital murder (Penal Code 19.03), criminal attempted murder or capital murder (Penal Code 15.01) if against another student, (in school related event or on school property).
- Deadly conduct (Penal Code 22.05)
- Breach of computer security / Computer hacking (Penal Code 33.02)

#### 37.007(c)

- Serious misconduct while in a DAEP

#### 37.007(f)

- Felony criminal mischief (Penal Code 28.03)

#### 37.0081(a)

- Any Penal Code Title 5 felony offense or aggravated robbery (Penal Code 29.03) regardless of where the offense occurred (including on or off school campus, not school related event)

### Removal

#### 37.309(b)

- Any registered sex offender, per MOU

### Transfers

#### Offender Involved in Sexual Assault (TEC §25.0341(b)(2))

If a student is placed on deferred prosecution, deferred adjudication, adjudicated delinquent or found guilty of sexual assault, a school district if requested by the victim shall transfer the victim to an alternate campus or district or if the victim does not wish to transfer, the ISD is required first to remove the offending student to a separate campus that serves the grade level the student is assigned or if there is not separate campus the student could be placed in the JJAEP.

#### Victim of Bullying (TEC §25.0342(b))

The parent of a student who is a victim of bullying may require the ISD to transfer the victim to another classroom or campus after the ISD verifies the student was in fact a victim of bullying.





# Juvenile Justice Alternative Education Offense Codes

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

**2022-2023 School Years**

*\*New items shown in italics*

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory
37.007A12C	Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)]	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)]	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]	Mandatory
37.007A2A1	Aggravated Assault	Mandatory
37.007A2A2	Aggravated Sex Assault	Mandatory
37.007A2A3	Sex Assault	Mandatory
37.007A2B	Arson	Mandatory
37.007A2C1	Murder	Mandatory
37.007A2C2	Capital Murder	Mandatory
37.007A2C3	Attempted Murder	Mandatory
37.007A2D	Indecency With A Child	Mandatory
37.007A2E	Aggravated Kidnapping	Mandatory
37.007A2F	Aggravated Robbery	Mandatory
37.007A2G	Manslaughter	Mandatory
37.007A2H	Criminally Negligent Homicide	Mandatory
37.007A2I	Continuous Sex Abuse Of A Young Child Or Children (PC 21.02)	Mandatory
37.007A3	Felony Drug	Mandatory
37.007B1D	False Alarm	Discretionary
37.007B1E	Terroristic Threat	Discretionary
37.007B2A1	Misdemeanor Marijuana	Discretionary

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<b>Offense Code</b>	<b>Offense Description</b>	<b>Offense Type</b>
37.007B2A1B	Misdemeanor Controlled Substance	Discretionary
37.007B2A2	Misdemeanor Dangerous Drug	Discretionary
37.007B2A3	Misdemeanor Alcohol	Discretionary
37.007B2B	Glue Or Aerosol Paint	Discretionary
37.007B2CA	Assault On A Teacher	Discretionary
37.007B2CB	Assault On An Employee	Discretionary
37.007B2D	Deadly Conduct	Discretionary
37.007B3A	Non-School Student On Student [EC 37.007 (a)(2)(A)]	Discretionary
37.007B3B	Non-School Student On Student [EC 37.007 (a)(2)(C)]	Discretionary
37.007B3C	Non-School Student On Student [EC 37.007 (a)(2)(F)]	Discretionary
37.007B4	'On or Within 300 Ft' Rule-Mandatory Offense [EC 37.007(b)]	Discretionary
37.007B5	Breach Of Computer/Computer Hacking	Discretionary
37.007C	Serious Misbehavior	Discretionary
37.007D	Retaliation	<b>Mandatory</b> 46
37.007D(D)	<i>Retaliation</i>	Discretionary
37.007E	Federal Firearm	<b>Mandatory</b>
37.007F	Felony Criminal Mischief	Discretionary
37.309	Registered Sex Offender	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081A	Title 5 Felony Criminal Homicide (EC 37.0081)	Discretionary
37.0081B	Title 5 Felony Murder (EC 37.0081)	Discretionary
37.0081C	Title 5 Felony Capital Murder (EC 37.0081)	Discretionary
37.0081D	Title 5 Felony Manslaughter (EC 37.0081)	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide (EC 37.0081)	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint (EC 37.0081)	Discretionary
37.0081G	Title 5 Felony Kidnapping (EC 37.0081)	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping (EC 37.0081)	Discretionary
37.0081I	Title 5 Felony Unlawful Transport (EC 37.0081)	Discretionary
37.0081J	Title 5 Felony Trafficking Of Persons (EC 37.0081)	Discretionary
37.0081K	Title 5 Felony Indecency With A Child (EC 37.0081)	Discretionary
37.0081L	Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081)	Discretionary
37.0081M	Title 5 Felony Assault (EC 37.0081)	Discretionary
37.0081N	Title 5 Felony Sexual Assault (EC 37.0081)	Discretionary
37.0081O	Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081)	Discretionary
37.0081P	Title 5 Felony Aggravated Assault (EC 37.0081)	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault (EC 37.0081)	Discretionary
37.0081R	Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual (EC 37.0081)	Discretionary

<b>Offense Code</b>	<b>Offense Description</b>	<b>Offense Type</b>
37.0081S	Title 5 Felony Abandoning Or Endangering Child (EC 37.0081)	Discretionary
37.0081T	Title 5 Felony Deadly Conduct (EC 37.0081)	Discretionary
37.0081U	Title 5 Felony Terrorist Threat (EC 37.0081)	Discretionary
37.0081V	Title 5 Felony Aiding Suicide (EC 37.0081)	Discretionary
37.0081W	Title 5 Felony Tampering With Consumer Product (EC 37.0081)	Discretionary
37.0081X	Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081)	Discretionary
37.0081Y	Title 5 Felony Aggravated Robbery (EC 37.0081)	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending School District	Discretionary
PC 46.03	Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (For students who are at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior	Discretionary

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## **Appendix D – PEIMS Procedures**

### **CISD STUDENTS IN A PERMISSIVE PLACEMENT**

ADA eligibility	1
Campus ID of Enrollment	our JJAEP campus
Campus ID of Residence	their home campus
Student attribution code	02

### **CISD STUDENTS IN A MANDATORY PLACEMENT**

ADA eligibility	4
Campus ID of Enrollment	our JJAEP campus
Campus ID of Residence	their home campus
Student attribution code	02

### **OUT OF DISTRICT STUDENTS IN A PERMISSIVE PLACEMENT**

### **OUT OF DISTRICT STUDENTS IN A MANDATORY PLACEMENT**

ADA eligibility	4
Campus ID of Enrollment	our JJAEP campus
Campus ID of Residence	their home campus
Student attribution code	02

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### **DISCIPLINE RECORDS**

Need to include on All CISD students placed (mandatory and permissive placements due to discipline) on Senate Bill 133 Report using Disciplinary Action Code '07' – Placement in an alternative education program established under Section 37.008.





# CONROE INDEPENDENT SCHOOL DISTRICT

# 2023-2024 School Calendar

Approved 1/17/2023

August 2023						
S	M	TU	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	TU	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	TU	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	TU	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	TU	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
S	M	TU	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	TU	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		






March 2024						
S	M	TU	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	TU	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	TU	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	TU	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
S	M	TU	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

 <b>Holiday</b>	 <b>Workday for staff</b> (No students)	 <b>Staff development</b> (No students)
 <b>Inclement weather day</b> (Students)	 <b>Early release</b> (Students)	

## Report Cards

Individual campuses will report distribution date for report cards after each grading period.

## Days of Instruction

	Students	Teachers
1st Semester	84	92
2nd Semester	90	95
<b>Total Days</b>	<b>174</b>	<b>187</b>

## Grading Periods

1st Semester	
Grading period	Ends
1st	October 5
2nd	December 15
2nd Semester	
Grading period	Ends
1st	March 8
2nd	May 23

## Students

Starting date	August 9
Ending date	May 23
Staff	
Starting date	August 1
Ending date	May 24

## Student Holidays

Labor Day	September 4
Holiday	October 6 - 9
Holiday	November 7
Thanksgiving	November 20 - 24
Winter Break	Dec. 18 - Jan. 2
Martin Luther King, Jr. Day	Jan. 15
Holiday	February 16
Presidents' Day	February 19
Holiday	March 5
Spring Break	March 11 - 15
Holiday	March 29 - April 1
Holiday	April 19

## Student Early Release

December 15  
May 23

## Teacher Work Days

August 8  
January 2  
May 24

## Staff Development

August 1 - 7	February 16
October 6	March 5
November 7	April 19

## Student Make-up Days

Make-up day for inclement weather (if needed), is:

**Students**  
February 16

## **Consider and Approve Resolution Granting Montgomery County and Waller County 4-H Organizations Extracurricular Status and Entering into Adjunct Faculty Agreement with Texas A&M AgriLife Extension Service**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees adopt a resolution granting both Montgomery County and Waller County 4-H Organizations extracurricular status and entering into Adjunct Faculty Agreement with Texas A&M AgriLife Extension Service, as submitted by Dr. Bethany Medford, Deputy Superintendent, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

Annually, both the Montgomery County and Waller County 4-H programs request the District grant them extracurricular status and that the District, through an Adjunct Faculty Agreement, designate Texas A&M AgriLife Extension Service extension agents as adjunct faculty members of CISD.

State regulations allow school districts to sanction, by board resolution, extracurricular activities organizations that relate to the curriculum. 4-H meets this criterion in that it supports the agriculture science curriculum. This allows students participating in certain 4-H activities and the schools the students attend to not be penalized by absences resulting from that participation. Formalizing the relationship in this manner allows students not on campus when attendance is taken because the student is participating in certain 4-H activities to be considered in attendance for Foundation School Program purposes.

For students to not be counted absent, in addition to be recognized as an extracurricular activity, extension agents supervising students at these events must be considered adjunct faculty of the school district. To qualify to be an *adjunct staff member* of a school district the extension agent must have a bachelor's degree and be eligible for participation in TRS. The extension agents named in the attached agreement meet these qualifications.

**Policy References:** Legal FEB; Local FM

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Dr. Bethany Medford  
*Deputy Superintendent of Schools*

# RESOLUTION

## EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Conroe Independent School District

meeting in public with a quorum present and certified,  
did adopt this resolution that recognizes the

Montgomery

County Texas 4-H Organization as approved for recognition and eligible  
for extracurricular status consideration under 19 Texas Administrative Code,  
Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject  
to all rules and regulations set forth under the 19 Texas Administrative Code  
as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension  
will request academic eligibility for all 4-H competitive activities,  
regardless if a school absence is or is not required, and  
for non-competitive purposes when an absence is required.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Board of Trustee

\_\_\_\_\_  
Superintendent





# Montgomery County 4-H

## 2023- 2024 Schedule of Major Activities

East Montgomery County Fair	September 8-17, 2023
State Fair of Texas (Dallas)	September 29 – October 22, 2023
Heart O' Texas (Waco)	September 27-October 15, 2023
Fort Worth Stock Show & Rodeo	January 12 – February 3, 2024
San Antonio Livestock Exposition	February 6-26, 2024
San Angelo Livestock Show	February 1-18, 2024
Houston Livestock Show & Rodeo	February 27 - March 17, 2024
Rodeo Austin	March 8-23, 2024
Montgomery County Fair	April 11 – April 21, 2024
District 9 4-H Roundup	April 25-27, 2024

\*4-H activities are not limited to above listed. There are many events throughout the year.



# ADJUNCT FACULTY REQUEST

## THE STATE OF TEXAS COUNTY OF MONTGOMERY

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Conroe Independent School District, hereinafter referred to as "District." A quorum having been established; the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Conroe Independent School District.

Upon consideration and vote of \_\_\_\_\_ in favor, Montgomery County Extension Agents are hereby named as adjunct faculty member(s) of the Conroe Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 9<sup>th</sup> day of August 2023 and remain in effect until the 23rd day of May 2024.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
M. Michelle Mihalek	CEA-4-H Youth Development	M.Ed	Texas A&M University	May 1994
Brandon Gregson	CEA-Agriculture	M.S	Sam Houston State University	December 2006
Caroline Cruz	CEA-Family & Consumer Science	B.S.	Sam Houston State University	December 2002
Michael Potter	CEA-Horticulture	M.S.	Texas A&M University	May 2009
Michelle Scaife	CEA-Better Living for Texans	B.A.	Patriot University	May 1999
Alyssa Sims	Asst. CEA-Agriculture and Natural Resources	B.S.	Texas A&M University	May 2021

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Conroe Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 9 or Montgomery County Extension Director.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct, or control the activities and/or participation of such Montgomery County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Montgomery County Extension Agent(s), (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Conroe Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Conroe Independent School District

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

## **Consider and Approve the Regional Day School for the Deaf Shared Services Agreement for the 2023-2024 School Year**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees approve the Conroe Regional Day School for the Deaf Shared Services Agreement for the 2023-2024 school year as submitted by Carrie Galatas, General Counsel, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

State law requires the establishment of regional day school programs for the deaf (RDSPD) in each of the state's regions. State law also requires all school districts to have access to an RDSPD. The law states that any student who has a hearing impairment that severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance is eligible for consideration for the RDSPD. Under the law school districts can jointly operate RDSPD through "shared services agreements." This allows districts to provide special education services more efficiently and effectively.

The Texas Education Agency (Agency) requires that all RDSPDs submit their shared services agreements for the coming school year to the Agency. The attached agreement meets the requirements of state law and allows the District to continue to operate its RDSPD in CISD. The agreement sets out the responsibilities of CISD and of the other participating districts - Willis, Montgomery, Coldspring-Oakhurst Consolidated, New Waverly, Splendora, Magnolia, and Shepherd. The RDSPD programs are located at Oak Ridge High School, Irons Junior High School, Vogel Intermediate, and Bush Elementary.

### **Policy Reference:** EHBAC Legal

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Carrie Galatas  
*General Counsel*

**Conroe Regional Day School for the Deaf  
Shared Services Arrangement  
2023-2024**

The independent school districts of Conroe, Willis, Montgomery, Coldspring-Oakhurst Consolidated, New Waverly, Splendor, Magnolia, and Shepherd hereby agree to cooperatively operate their education programs for the disability condition of deaf hard of hearing under authority of Section 29.007 of the Texas Education Code and Section 791.001 et seq., of the Texas Government Code as Conroe Regional Day School Program for the Deaf (hereinafter referred to as Conroe RDSPD). Member Districts agree that:

**1.0 Intent of Conroe Regional Day School Program for the Deaf**

The intent and purpose of the Conroe RDSPD is to provide a quality education to deaf hard of hearing students, ages 0-21, in Conroe, Willis, Montgomery, Coldspring-Oakhurst Consolidated, New Waverly, Splendor, Magnolia and Shepherd. All educational alternatives for deaf hard of hearing students in Member Districts are combined into one RDSPD educational program. The combined student enrollment and needs justify the funding of a quality educational program including supportive and supervisory staff.

It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Conroe RDSPD, subject to the Admission, Review, & Dismissal (ARD) Committee recommendations.

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Eligible students shall have access to a continuum of educational and related services. The continuum of services shall include parent-infant training, mainstream supportive itinerant services, and audiological management services for any RDSPD student, as well as speech therapy and interpreting services for those receiving instruction at site classes in Conroe ISD. In addition, educational evaluation services shall be available for enrolled students receiving instruction in Conroe ISD. Each student is placed in the least restrictive instructional environment to meet their individual needs, as determined by an ARD committee meeting in cooperation with the Student's Member District.

**2.0 Participants in Conroe RDSPD**

The school districts of Conroe, Willis, Montgomery, Coldspring-Oakhurst Consolidated, New Waverly, Splendor, Magnolia and Shepherd are Member Districts of the shared services agreement of Conroe RDSPD. Students birth through 21 can participate in the program. Entering into this Agreement, the Member Districts do not intend to create a separate or additional legal entity.

**2.1 Participation in Conroe RDSPD**

The Fiscal Agent provides suitable and sufficient classroom space to accommodate deaf hard of hearing students of Conroe RDSPD. The Fiscal Agent also shall provide office space for supportive personnel and storage space for materials and supplies.

**2.2 Regulations**

The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794; The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; and the Conroe ISD policies and administrative guidelines.

**2.3 Fiscal Agent of Conroe RDSPD**

Conroe ISD shall serve as Fiscal Agent and program administration for the Conroe RDSPD. Change in Fiscal Agent is accomplished by action of the Management Board.

#### **2.4 Entry into Conroe RDSPD**

Any school district that wishes to become a member of the Conroe RDSPD may make application by letter to the Fiscal Agent special education director and must be approved by the Management Board. Deaf hard of hearing students of school districts may participate in the services offered by Conroe RDSPD only if the school district becomes a member of the Conroe RDSPD. Sending school districts must be in agreement with the Shared Services Arrangement of Conroe RDSPD.

#### **2.5 Support Services to Other Districts within Conroe RDSPD**

Should a Member District seek assessment and evaluation services for a student not enrolled in the Conroe RDSPD, written request for such services may be made to Conroe RDSPD and is contingent upon approval by the Management Board Chairperson. Should these services be granted, the Fiscal Agent shall bill applicable costs to the Member District requesting services. The costs will be negotiated, in writing, between the requesting district and the Fiscal Agent before the time of service delivery.

#### **2.6 Withdrawal from Conroe RDSPD**

To allow sufficient time for planning, a Member District withdrawing from participation in the Conroe RDSPD shall inform the Management Board, in writing by January prior to the school year in which they intend to withdraw. Any Member District which withdraws from Conroe RDSPD will forfeit any services and instructional materials which have been provided, effective the date of withdrawal from the program. Upon the effective date of withdrawal from Conroe RDSPD, the former Member District assumes total responsibility for the education of its students with auditory impairments.

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#### **2.7 Dissolution of Conroe RDSPD**

If the Conroe RDSPD dissolves, any remaining assets become the property of the Fiscal Agent.

#### **3.0 Government of Conroe RDSPD and the Management Board**

Conroe RDSPD shall be governed by the Conroe RDSPD Management Board and directly administered by the Fiscal Agent. (Refer to 3.2 Administrative Responsibilities of Fiscal Agent).

#### **3.1 The Management Board**

The Management Board is comprised of the Special Education Directors, or their designees, from the Member Districts, and the Fiscal Agent. Management Board decisions are made on the basis of majority vote with each having one (1) vote. Non-voting members may be included in the Management Board.

#### **Duties of the Management Board**

The Management board will meet, at least two times yearly, to review the SSA Agreement and to consider matters pertaining to the program.

#### **Chairperson of the Management Board**

The representative of the Fiscal Agent, or designee, serves as chairperson of the Conroe RDSPD Management Board.

#### **Responsibilities of the Chairperson**

The Chairperson presides over meetings of the Management Board and calls meetings upon the request of any committee member. The Chairperson is responsible for establishing the meeting date, place and time. Written notification to all Management Board Members is made at least five working days in advance of such meetings. A tentative agenda is included in such notification for consideration by Management Board members. Management Board members may add items to the agenda by contacting the Chairperson prior to the meeting. The agenda may include questions and concerns arising during the course of the meeting. The Chairperson ensures minutes are recorded of each official meeting.

#### **Committees of the Management Board**

The Management Board Chairperson may establish committees as needed.

### **3.2 Administrative Responsibilities of the Fiscal Agent**

The Fiscal Agent functions as agent for and on behalf of the Member Districts and:

- a) administers the program on a day-to-day basis
- b) submits the program application, amendments, and final reports
- c) develops the budget and disburses program funds
- d) supervises program personnel
- e) maintains program records
- f) performs other duties as assigned

### **3.3 Local Boards of Education**

Local boards of education of the Member Districts maintain ultimate responsibility for the education of students within their district (Resident ISD). If a deaf hard of hearing student from a school district outside Conroe ISD is served by Conroe RDSPD, the sending district remains ultimately responsible for the education of the student and is considered the Resident ISD under this Agreement. Therefore, matters may be referred to local boards of education when deemed appropriate by the Management Board.

### **3.4 Responsibilities of the Resident ISD**

The Resident ISD has the responsibility for the education of all deaf hard of hearing students within its district whether the student is served in the local program, the RDSPD, or the Texas School for the Deaf. The Resident ISD is responsible for following referral procedures as outlined in SBOE rules.

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Each Member District will maintain locally and separately its own residential placement set aside as described in 19 T.A.C. 89.61. Each Member District will be liable for costs associated with its residentially-placed students.

The Resident ISD is represented at ARD committee meetings to consider the educational needs of deaf hard of hearing students from the Resident ISD. The Resident ISD representative shares in the decision-making responsibilities of the ARD committee.

The Resident ISD has written policies and procedures for providing due process rights and the handling of grievances of parents and/or deaf hard of hearing adult students from the Resident ISD. Member Districts will maintain legal liability insurance for their individual districts. Conroe RDSPD employees shall be covered on the legal liability insurance policies of the Fiscal Agent who employs them. If a due process hearing pursuant to the Individuals with disabilities Education Act is filed on behalf of a student, the Resident ISD is responsible for all legal costs associated with the case, as well as the costs associated with any program, placement or relief resulting from the case.

It is agreed that legal costs, court costs, costs of relief awarded and attorneys fees arising out of a suit brought pursuant to the IDEA lawsuits brought against the Conroe RDSPD, the Member Districts agree to bear legal costs, actual damages, court costs and attorneys fees, not covered by insurance. The cost will be divided proportionately in a ratio of the number students from the Member District who participated in the program last school year.

### **4.0 Fiscal Responsibilities**

The Fiscal Agent district shall prepare the application for funding and program approval and submit it for review and approval in accordance with guidelines established by the Texas Education Agency, state law, and the Financial Accounting Module. The Conroe RDSPD Management Board shall have active participation in the process in order to ensure efficient and effective programming for participating students.

Application amendments shall be necessary from time to time as student enrollment and program focuses change. The Fiscal Agent shall be responsible for submission of all amendments in accordance with state law, Texas Education Agency guidelines and the Financial Accounting Module.

### **4.1 Budget Guidelines**

The program budget is prepared by the Program Director in accordance with guidelines set forth by state laws and regulations. To the extent that any member district makes any monetary payments as a result of this

agreement, such member district verifies that such payments are made from current revenues available to the member districts. If funding for the Conroe RDSPD does not cover the educational needs of all students, the program shall follow the guidelines below:

An annual payment schedule will be developed. Each of the Member Districts will contribute per pupil costs to offset the deficit of the Conroe RDSPD budget. The per pupil cost will be calculated by dividing the total deficit amount by the number of full and part time students enrolled in the RDSPD on PEIMS Fall Snapshot (total deficit costs divided by the number of students on Snapshot date). Should uncontrollable costs be incurred by the shared service agreement, they will be divided among the member districts based on per pupil costs.

#### **4.2 Personnel Salaries**

Personnel of the Conroe RDSPD staff shall be paid according to the salary schedule of the Fiscal Agent.

#### **4.3 Materials, Supplies and Services**

The Program Director will request funding for all materials, supplies, and services needed by the Conroe RDSPD. The Program Director purchases all materials and supplies in accordance with the policies of the Fiscal Agent. All non-consumable supplies are identified as property of the Conroe RDSPD. Any costs associated with loss or damage to these supplies will be the responsibility of the Fiscal Agent. Assistive Technology devices recommended by the ARD committee for students attending Conroe RDSPD site campuses are the responsibility of Conroe RDSPD (i.e., purchase, repair, replacement) Member Districts are responsible for all costs related to AT devices for students attending campuses in the Resident ISD.

#### **4.4 Evaluation Services**

The Conroe RDSPD may provide and/or contract for such services as appropriate. Member districts will be responsible for student transportation needed for evaluations. The need for such evaluation is determined by the ARD committee or Member District intervention/pre-referral committee and is coordinated through the Program Director.

##### **Evaluations of RDSPD students**

The Program Director will budget for needed evaluation services for RDSPD students. These services may include, but are not limited to:

- a) otologic evaluation
- b) audiologic assessment
- c) communication assessment
- d) speech and language assessment
- e) psycho-educational assessment
- f) psychological assessment
- g) assistive technology evaluation

##### **Evaluations of Deaf Hard of Hearing students not enrolled in RDSPD**

The following services must have a reasonable notification prior to provision of services and are subject to a fee. These services may include but are not limited to:

- a) observation/teacher interview
- b) communication assessment/ARD paperwork
- c) equipment in-service
- d) troubleshoot hearing aids/equipment
- e) consult with teachers and/or other personnel
- f) attend ARD committee meetings

#### **4.5 Transportation**

Each Resident ISD assumes responsibility for transporting eligible participating students between the student's residence and the program site location.



The Resident ISD must provide transportation for students choosing to participate in extracurricular activities.

The Resident ISD is responsible for transportation of students to facilitate contracted and/or non-contracted assessments.

## **5.0 Personnel Policies**

All staff of the Conroe RDSPD are employees of and follow the personnel policies of the Fiscal Agent. Itinerant personnel will adhere to appropriate dress code and proper communication channels of the Fiscal Agent. Program personnel adhere to calendars of the Fiscal Agent.

### **5.1 Selection and Employment**

Applications for employment to provide services in the Conroe RDSPD are made to and screened by the Human Resources department of the Fiscal Agent. The Program Director/campus administrator interviews the applicant. Recommendations concerning employment are made to the Human Resources department of the Fiscal Agent. The Fiscal Agent issues the employment contract.

### **5.2 Job Descriptions**

Job descriptions comply with guidelines provided in state and federal laws and regulations and Texas Education Agency, Division of Services for the Deaf. Job descriptions for each position will be kept on file at the Fiscal Agent Human Resources department. 60

### **5.3 Director**

The supervisor of the program (Program Director) is selected and hired by the Fiscal Agent. The Program Director is responsible to the Fiscal Agent Special Education Director. The Program Director of Conroe RDSPD schedules support staff to program sites on a needs basis as determined by student IEPs. Personnel may be assigned and reassigned to program sites depending on the educational needs of deaf hard of hearing students. The Program Director makes recommendations for assignment to the Fiscal Agent Special Education Director and campus administrator.

### **5.4 Local Responsibilities**

Conroe RDSPD personnel assigned to sites are an integral part of the site faculty and are responsible to campus administrators. Conroe RDSPD personnel perform duties assigned to site classroom teachers as long as they do not interfere with the primary mission of the special assignment. Instructional programming decisions are the responsibility of the Program Director. The Campus Administrator, Fiscal Agent Special Education Director, and the Program Director make clarification of role assignments jointly.

### **5.5 Travel**

Itinerant personnel, teachers, and support staff are reimbursed for travel in accordance with policies established by the Fiscal Agent. The Program Director aids in scheduling itinerant personnel and support staff to make the most efficient use of time and funds.

### **5.6 Staff Development**

All staff members of the Conroe RDSPD should be engaged in on going process of skill development and training which includes, but is not limited to:

- a) workshops
- b) internal training programs
- c) outside consultants
- d) conferences



## **5.7 Personnel Evaluations**

The campus administrator or special education administrator, with input from the Program Director, formally evaluates all personnel except the Program Director. The Fiscal Agent Special Education Administrator evaluates the Program Director.

## **6.0 Pupil Policies**

Students enrolled in the Conroe RDSPD are provided with appraisal, diagnostic, and evaluation services for continued eligibility of the Conroe RDSPD. Appraisal services for children being referred to the Conroe RDSPD are the financial responsibility of the Resident ISD.

### **6.1 Pupil Appraisal**

The Program Director arranges for appraisal services in combination with services available from Member Districts and/or contracted appraisal services with outside agencies. The Program Director is responsible for coordinating appraisal services. Appraisal services are secured first from program personnel, second from site personnel, and third from the student's Resident ISD. If the services are not available, the Program Director arranges for contracted services from outside agencies. Appraisal for students already enrolled in the Conroe RDSPD is the responsibility of the Conroe RDSPD.

### **6.2 Referral Process**

Initial referral of a student to the Conroe RDSPD is the responsibility of the student's Resident ISD. Resident ISD may choose to request Conroe RDSPD personnel to assist in the referral process. Requests must be made in reasonable time to allow for scheduling and must be approved by the Conroe RDSPD. <sup>61</sup>

#### **Resident ISD representative**

A representative from the Resident ISD is assigned to each deaf hard of hearing student referred to the Conroe RDSPD. The Resident ISD representative is responsible for the collection of data during the referral process and participation in ARD committee decisions. The Resident ISD representative serves as the contact person between the Resident ISD and the Conroe RDSPD in regard to the student's educational services.

#### **Data Collection**

Data collection for presentation during the referral process may include, but is not limited to:

- a) student's current educational records
- b) previous educational efforts, strategies, and interventions
- c) recent vision and hearing screening
- d) updated general health history
- e) information reported by parents
- f) deaf hard of hearing disability information including:
  - a. otological exam performed by an otolaryngologist specifying the type and severity of the hearing impairment
  - b. audiological evaluation by a certified audiologist, which includes a description of the implications of the hearing loss for the student's hearing in a variety of circumstances with, or without recommended amplification
  - c. communication assessment performed by a licensed speech language pathologist or certified teacher of the deaf

The Resident ISD is financially responsible for the assessments that must be obtained during the referral process, but can be contracted with fiscal agency.

#### **Referral to the Program**

If the student is new to the Resident ISD, and has received services in another RDSPD, the Resident ISD representative verifies that the student may receive service in the Conroe RDSPD while data for placement is collected. The Resident ISD representative contacts the Program Director and establishes an ARD committee to consider referral to the Conroe RDSPD.

### **Accounting Procedures**

Students placed in the Conroe RDSPD Site Campuses will be coded by Conroe RDSPD for ADA purposes in accordance with PEIMS procedures established by TEA. If the student is part of the Conroe RDSPD but placement remains in the Resident ISD, the Member District in which the child receives services for ADA purposes will count the student. Member districts agree to code PEIMS data to reflect the student's membership in the Conroe RDSPD. Agreement to these policies by the Member Districts constitutes an agreement for student accounting purposes.

### **6.3 Admission, Review and Dismissal Committees**

The Resident ISD establishes the ARD committee when considering a student for placement in Conroe RDSPD. The Resident ISD establishes the ARD committee for continuing students receiving Conroe RDSPD services in the Resident ISD. Conroe RDSPD establishes the ARD committee for continuing students receiving Conroe RDSPD services at a Conroe RDSPD site campus. The Resident ISD representative will be considered a member of the ARD committee.

### **6.4 Student Records**

The Resident ISD maintains an eligibility folder for each deaf hard of hearing student receiving Conroe RDSPD services in the Resident ISD. The Conroe RDSPD will maintain the eligibility folder for each student served at Conroe RDSPD site campuses. The Resident ISD and the Conroe RDSPD assist each other in maintaining the state eligibility folders by sharing duplicates of any new records, evaluation reports, or 62 information concerning each student.

### **6.5 Expulsion or Placement in a More Restrictive Environment**

Students are subject to the rules and disciplinary procedures of the campus. State and federal laws and regulations govern expulsion or placement in a more restrictive environment.

### **7.0 Calendars**

Students adhere to the calendar of the Member District to which they are enrolled and attend.

### **8.0 Instructional Services**

The Conroe RDSPD provides a continuum of educational services to students. Services may include but are not limited to:

- a) continuing diagnosis and evaluation
- b) special education instruction
- c) assisting and counseling parents (i.e. parent-infant training)
- d) related services required to assist a student to benefit from special education
- e) general education support services

### **9.0 Fiscal Audit**

Funds of the Conroe RDSPD are maintained and audited by the Fiscal Agent.  
Assets purchased from funds of the Conroe RDSPD are maintained by the Fiscal Agent.

**Conroe Regional Day School Program for the Deaf (RDSPD)  
Shared Services Arrangement**

**2023-2024**

**Signature Page**

By execution of this document, the Conroe Independent School District agrees to participate in and abide by the Conroe RDSPD Shared Service Arrangement.

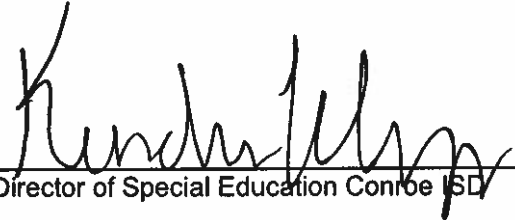
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Superintendent Conroe ISD

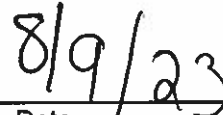
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Date

63

\_\_\_\_\_  
President, Board of Trustees Conroe ISD

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Special Education Conroe ISD

  
\_\_\_\_\_  
Date

## **Consider and Approve Interlocal Agreement with Montgomery County for Purchase of a Mower for Caney Creek High School**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees approve an interlocal agreement with Montgomery County for the purchase of a lawn mower for Caney Creek High School, as submitted by Dr. Chris Povich, Assistant Superintendent for Secondary Schools, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

This interlocal agreement allows Conroe ISD to purchase a decommissioned mower from Montgomery County to be used by Caney Creek High School to help maintain their baseball and softball fields. Precinct 4 County Commissioner Matt Gray was instrumental in helping to facilitate the sale. Because the transaction is between two governmental entities, an interlocal agreement is required. The attached agreement meets the legal requirements for the transaction.

**Policy References:** Legal Policy CH

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Dr. Chris Povich  
*Assistant Superintendent for High Schools*

**INTERLOCAL AGREEMENT**  
**(BETWEEN MONTGOMERY COUNTY, TEXAS AND CONROE INDEPENDENT SCHOOL DISTRICT REGARDING SURPLUS EQUIPMENT)**

This Interlocal Agreement ("Agreement") is entered into by and between **Montgomery County, Texas** ("County") a political subdivision of the State of Texas ("County"), acting by and through its Commissioners Court ("Commissioners Court"), and **Conroe Independent School District** ("the District"), a body corporate and politic, organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees ("the Board"), (individually, a "Party", and collectively, the "Parties"), that by the signatures of their respective authorized designees on this Agreement have consented to the terms thereof.

**RECITALS**

WHEREAS, Section 263.152 Texas Local Government Code, authorizes County to periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property; and

WHEREAS, County owns a certain one mower Unit Number 4052 ("Equipment"), which is currently surplus and not in use by County but which the District, a political subdivision within County, desires to use, which usage by District will assist the District in performing its governmental functions and serve a public purpose for the overall benefit of County; and

WHEREAS, County desires to sell the Equipment to District, and District desires to buy said Equipment from County, subject to the provisions stated hereinbelow;

WHEREAS, the Parties further desire to memorialize the aforementioned arrangement and make this Agreement pursuant to Chapter 263, Texas Local Government Code, and Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) with respect to governmental functions in which the contracting parties are mutually interested.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**TERMS**

**I. Responsibilities of the Parties**

- A. Upon mutual execution of this Agreement, and at a mutually agreed to sale price of Three Hundred and 00/100 Dollars (\$ 300.00), County and District shall take all appropriate steps required by County to sell, and transfer ownership and permanent possession of, the Equipment to District and District may duly utilize said Equipment thereafter for the public purposes envisaged under this Agreement; ownership is deemed transferred on the date the Equipment is moved from County property by the District;
- B. District acknowledges that the purchased Equipment shall be accepted from County for District's use in an as-is condition and that County makes no warranties or guarantees as to its quality, merchantability or fitness for a particular purpose; and

District acknowledges and agrees that following sale and transfer of ownership, County shall no longer be responsible for insurance coverage and maintenance of the Equipment. This provision shall survive termination.

## II. Term and Termination

- A. This Agreement shall become effective on the date of last execution stated herein shall remain effective until the transfer of the Equipment is complete. The Agreement may be terminated, for any or no reason or for non-appropriation, by either Party with thirty (30) days written notice to the other Party and such termination alone shall not be deemed a breach or incur any penalty under this Agreement.

## III. Notice

- A. Any notice required or permitted between the Parties must be in writing, addressed to the attention of the respective designee, and shall be delivered in person, or mailed certified mail, return receipt requested at the following addresses:

DISTRICT: Conroe Independent School District  
Dr. Curtis Null, Superintendent  
3205 W. Davis St.  
Conroe, TX 77304

COUNTY: Montgomery County Judge, Mark J. Keough,  
Office of the County Judge,  
501 N. Thompson, Suite 401,  
Conroe, Texas 77301

WITH COPY TO: Montgomery County Commissioner, Matt Gray  
Montgomery County Precinct 4  
23628 Roberts Road  
New Caney, Texas 77357

- B. Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail. Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party. Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

## IV. Miscellaneous

- A. Insurance. All generally applicable insurance coverages shall be maintained by each Party through the course of its performance under this Agreement. District further acknowledges that until the date of transfer of ownership of the Equipment, it remains County property and under County's insurance.
- B. Waiver. The waiver by either Party or a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- C. Expending Funds. No Party shall incur a debt pursuant to this Agreement, and all disbursements shall take place with appropriated funds from current revenues available to the disbursing Party, to the extent permitted by law.
- D. Other Mutual Aid/Interlocal Agreements. Nothing in this Agreement shall prevent the Parties from executing other mutual aid and/or interlocal agreements/memorandums of understanding, as permitted by law, with each other or third parties.
- E. Addendums/Amendments. This Agreement may only be amended by mutual agreement

through written addendums and/or amendments, duly executed by both Parties or their authorized designees.

- F. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- G. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect in accordance with its terms.
- H. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- I. LIABILITY AND INDEMNITY. THE PARTIES UNDERSTAND AND AGREE THAT A PARTY TO THIS AGREEMENT DOES NOT ASSUME CIVIL LIABILITY UNDER ANY THEORY OF LAW, INCLUDING LIABILITY FOR DAMAGES RESULTING THEREFROM, FOR THE ACTIONS OR INACTIONS OF THE OTHER PARTY, WITH RESPECT TO PERFORMANCE AND OBLIGATIONS REQUIRED HEREIN. IN ANY EVENT, EACH PARTY TO THIS AGREEMENT DOES NOT WAIVE OR RELINQUISH ANY LIABILITY CAP, IMMUNITY OR DEFENSE, AVAILABLE TO IT BY LAW, ON BEHALF OF ITSELF, OFFICERS, EMPLOYERS, AGENTS, AND VOLUNTEERS AS A RESULT OF ITS EXECUTION OF THIS AGREEMENT AND THE PERFORMANCE OF THE COVENANTS CONTAINED HEREIN.
- J. Prior Agreements. This Agreement contains all commitments and agreements of the Parties regarding the subject matter stated herein. All previously entered into Memorandums of Understanding/Interlocal Agreements/Mutual Aid Agreements between the Parties, for other than the purposes identified herein are unaffected by this Agreement.
- K. Authority. Each Party acknowledges and agrees that its signatories herein have full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
- L. Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. Venue for an action arising out of or in connection with this Agreement shall lie exclusively in Montgomery County, Texas.
- M. Headings. The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

- N. Amendments. The Parties further agree to cooperate with each other in executing mutually acceptable modification(s)/amendment(s) to this Agreement if such modification(s)/amendment(s) become necessary, during the course of performance under this Agreement, in order to maintain compliance with applicable laws or as desired the parties hereto.
- O. Non-Appropriation. To the extent performance under this Agreement may be dependent upon approval of funding, notwithstanding anything to the contrary herein, if the Commissioners Court of Montgomery County or the Board of Trustees of Conroe Independent School District, fail to provide funding for this Agreement during budget planning and adoption of the budget for the following fiscal year(s) from the effective date of this Agreement, Montgomery County may terminate this Agreement upon thirty (30) days written notice to District and/or District may terminate this Agreement upon thirty (30) days written notice to Montgomery County. Said failure to provide funding for this Agreement, and consequent termination of the Agreement, shall not be deemed a default or breach by either Party under this Agreement.
- P. Counterparts; Facsimile or Email Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Agreement, the Parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

IN WITNESS WHEREOF, the Parties have duly executed the Agreement below.

**EXECUTED AND MADE EFFECTIVE** the \_\_\_\_ day of \_\_\_\_\_, 2023.

*[Remainder of this page intentionally left blank; signatures and Attachment A to follow.]*



**CONROE INDEPENDENT SCHOOL DISTRICT**

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

Name: DR. CURTIS NULL

Title: SUPERINTENDENT

**ATTEST (IF APPLICABLE):**

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

Title:

**APPROVED AS TO FORM (IF APPLICABLE):**

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

Name:

Title:

**MONTGOMERY COUNTY, TEXAS**

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

MARK J. KEOUGH, COUNTY JUDGE

ATTEST:

\_\_\_\_\_  
L. Brandon Steinmann, County Clerk

## Receive the 2023 Summer School Report

### **Recommendation:**

That the Conroe Independent School District Board of Trustees accept as information the 2023 Summer School Report, as submitted by Dr. Shellie Winkler, Assistant Superintendent for Elementary Schools, Dr. Jeff Stichler, Assistant Superintendent for Middle Schools, and Dr. Chris Povich, Assistant Superintendent for High Schools, as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

The Conroe Independent School District offered several summer school and extended learning opportunities at various locations throughout the District. Presented for your information is a brief summary of the summer school programs provided.

### **Recommended by:**

Dr. Curtis Null  
*Superintendent of Schools*

### **Submitted By:**

Dr. Shellie Winkler  
*Assistant Superintendent for Elementary Schools*

Dr. Jeff Stichler  
*Assistant Superintendent for Middle Schools*

Dr. Chris Povich  
*Assistant Superintendent for High Schools*

## Receive Capital Improvements Update

**Recommendation:**

That the Conroe Independent School District Board of Trustees accept as information a capital improvements update, as submitted by Easy Foster, Director of Planning and Construction, and as recommended by Dr. Curtis Null, Superintendent of Schools.

**Explanation:**

Information regarding progress and the status of completed and current capital improvement projects will be provided at the meeting.

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Easy Foster  
*Director Planning & Construction*

**August 2023**  
**Capital Improvements Update**

Campus	Architect/ Engineer	Contractor	Project(s)	Status % Complete
New Moorhead JrHS Caney Creek Feeder	PBK Architects	Joeris	New Construction	99% May 2023
CHS Master Plan	PBK Architects	Ellisor Constructors	Renovation/Addition	63% August 2025
ORHS Overhaul & South County CTE	IBI Group	Durotech	Renovation/Addition	85% July 2023
Safety & Security 2022	PBK Architects	Ellisor Constructors	Renovation/Addition	99% September 2022
Flex 22 - Hines Elementary in GOHS Feeder	IBI Group	Durotech	New Construction	99% May 2023
CCHS 6A Upgrades	PBK Architects	Joeris	Renovation/Addition	99% June 2023
New Central Maintenance	IBI Group	GTT Contractors	New Construction	97% August 2023
Collins Intermediate PE Classroom Addition	DLR Group	GTT Contractors	Renovation/Addition	95% July 2023
North & East Transportation Centers	PBK Architects	Joeris	Renovation/Addition	44% December 2023
Campus Renovations 2023	IBI Group	GTT Contractors	Renovation/Addition	90% April 2024
Safety & Security 2023 & 2024	PBK Architects	Ellisor Constructors	Renovation/Addition	57% December 2024
Flex 23 - Bartlett Elementary in Conroe Area	IBI Group	Durotech	New Construction	23% May 2024

## **Consider and Award RFP #23-05-03 AC Filter Media**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees consider awarding RFP #23-05-03 A/C Filter Media to Kleen-Air Filter Service and Sales for an estimated annual expenditure of \$85,000 and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Darrin Rice, Chief Financial Officer, and, Rick Reeves, Director of Procurement & Business Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

Request for Proposals pertaining to AC Filter Media for the District were emailed to registered vendors through the electronic eBidding system and advertised on the CISD Purchasing website and multiple times in *The Courier*. Vendors were asked to provide pricing for various filter media used in HVAC equipment throughout the district facilities. Six vendors submitted a response. Prices are to be effective for one (1) year, through August 2024, automatically renewing annually for two (2) additional one-year terms, through August 2026, and shall include all costs to complete services required. Proposals were evaluated by the CISD Maintenance Department and reviewed by the Purchasing Department. Recommendation for award is noted on the attached analysis. Funds are provided in the General Fund.

**Policy Reference:** Legal and Local Board Policy CH Recommended by: Submitted by:

Dr. Curtis Null  
*Superintendent of Schools*

Darrin Rice  
*Chief Financial Officer*

Rick Reeves  
*Director of Procurement & Business Services*

## **AWARD RFP #23-05-03: A/C Filter Media**

The following summary details the recommended vendors for award. The summary also provides the number of points awarded through the evaluation and scoring process out of 100 possible points. The bid proposals were evaluated based on the following scale:

### **EVALUATION POINTS**

The bid proposals shall be evaluated based on the following scale:

TE Code	Description	Points
1	Purchase price;	45
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	10
4	Extent to which the goods or services meet the needs of the District;	10
5	Bidder's past relationship with the District;	5
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	10
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Any other relevant factors, based on the requirements in the special conditions	10
	Total Points	100

The District's Evaluation Committee will use these criteria and weights to evaluate and rank proposals to determine the Bidder that presents the best value to the District as per Section 44.031 of the Education Code.

RFP # 23-04-03 A/C Filter Media

Supplier	Rank	Score 100	Price	Reputation of the Bidder or the Bidder's goods or services	Quality of Goods or Services	Extent to which the goods or services meet the needs of the District	Bidder's past relationship with the District	Historically Underutilized Business Certification	Total long-term cost to the District to acquire the goods or services	Bidders principal place of business in Texas	Any other factors the District feels necessary
Kleen-Air Filter Service & Sal	1	96.20	45.00	9.40	9.40	9.40	4.80	0.00	10.00	0.00	8.20
Tex-Air Filters	2	72.00	35.00	6.80	6.60	6.20	3.00	0.00	8.00	0.00	6.40
THE FILTER MAN, LLC	3	61.40	26.00	6.60	6.40	6.60	2.80	0.00	6.00	0.00	7.00
Envirotech Mechanical Systems	4	51.80	18.00	6.80	6.80	6.20	3.60	0.00	4.00	0.00	6.40
The Home Depot Pro	5	38.40	10.00	5.80	5.80	5.40	3.00	0.00	2.00	0.00	6.40
MGE Services Corporation	6	34.20	7.00	5.40	5.80	5.00	2.60	0.00	2.00	0.00	6.40

Line #	Description	QTY	UOM	Kleen-Air Filter Service		Tex-Air Filters		THE FILTER MAN, LLC		Envirotech Mechanical Systems LLC		The Home Depot Pro		MGE Services Corporation	
				Total Price	\$27,299.84	Total Price	\$35,218.03	Total Price	\$47,886.57	Total Price	\$67,144.19	Total Price	\$120,561.18	Total Price	\$173,121.75
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	10x46x1	5	each	\$6.13	\$30.65	\$7.16	\$35.80	\$30.43	\$152.15	\$46.03	\$230.15	\$21.81	\$109.05	\$23.50	\$117.50
2	10x56x1	3	each	\$6.77	\$20.31	\$7.56	\$22.68	\$15.68	\$47.04	\$46.03	\$138.09	\$24.02	\$72.06	\$23.50	\$70.50
3	10x66x1	19	each	\$10.26	\$194.94	\$8.15	\$154.85	\$22.24	\$422.56	\$67.28	\$1,278.32	\$28.52	\$541.88	\$24.97	\$474.43
4	10x76x1	6	each	\$10.26	\$61.56	\$8.90	\$53.40	\$24.53	\$147.18	\$25.16	\$150.96	\$32.64	\$195.84	\$0.00	\$0.00
5	12x12x1	1	each	\$2.01	\$2.01	\$3.42	\$3.42	\$4.89	\$4.89	\$9.65	\$9.65	\$4.59	\$4.59	\$17.62	\$17.62
6	12X14X1	1	each	\$4.08	\$4.08	\$5.22	\$5.22	\$6.47	\$6.47	\$8.69	\$8.69	\$10.50	\$10.50	\$17.62	\$17.62
7	12X16X2	1	each	\$4.14	\$4.14	\$5.45	\$5.45	\$7.57	\$7.57	\$8.77	\$8.77	\$15.88	\$15.88	\$17.62	\$17.62
8	12X20X1	1	each	\$2.30	\$2.30	\$3.42	\$3.42	\$3.98	\$3.98	\$4.86	\$4.86	\$4.84	\$4.84	\$17.62	\$17.62
9	12X20X2	1	each	\$4.08	\$4.08	\$3.35	\$3.35	\$5.16	\$5.16	\$4.94	\$4.94	\$7.92	\$7.92	\$17.62	\$17.62
10	12x24x2	399	each	\$2.30	\$917.70	\$3.41	\$1,360.59	\$4.24	\$1,691.76	\$5.03	\$2,006.97	\$4.40	\$1,755.60	\$17.62	\$7,030.38
11	12x24x4	16	each	\$4.22	\$67.52	\$5.40	\$86.40	\$7.30	\$116.80	\$11.56	\$184.96	\$7.11	\$113.76	\$24.23	\$387.68
12	14X20X1	4	each	\$2.58	\$10.32	\$3.47	\$13.88	\$3.96	\$15.84	\$5.22	\$20.88	\$5.62	\$22.48	\$17.62	\$70.48
13	14X20X2	4	each	\$2.58	\$10.32	\$3.54	\$14.16	\$4.40	\$17.60	\$5.82	\$23.28	\$5.91	\$23.64	\$17.62	\$70.48
14	14x24x1	1	each	\$2.77	\$2.77	\$6.38	\$6.38	\$4.72	\$4.72	\$5.37	\$5.37	\$5.64	\$5.64	\$17.62	\$17.62
15	14x25x1	34	each	\$2.81	\$95.54	\$3.51	\$119.34	\$4.27	\$145.18	\$5.88	\$199.92	\$6.11	\$207.74	\$17.62	\$599.08
16	14x25x2	2	each	\$3.05	\$6.10	\$3.72	\$7.44	\$4.92	\$9.84	\$5.98	\$11.96	\$5.54	\$11.08	\$17.62	\$35.24
17	14x34x1	3	each	\$8.23	\$24.69	\$7.16	\$21.48	\$14.83	\$44.49	\$14.25	\$42.75	\$14.51	\$43.53	\$23.50	\$70.50
18	15X30X1	9	each	\$5.39	\$48.51	\$7.16	\$64.44	\$9.39	\$84.51	\$18.23	\$164.07	\$7.64	\$68.76	\$23.50	\$211.50
19	16x16x2	1	each	\$2.77	\$2.77	\$3.72	\$3.72	\$4.62	\$4.62	\$5.25	\$5.25	\$7.56	\$7.56	\$17.62	\$17.62
20	16x18x1	1	each	\$4.11	\$4.11	\$5.57	\$5.57	\$7.84	\$7.84	\$11.40	\$11.40	\$11.81	\$11.81	\$17.62	\$17.62
21	16x20x1	2	each	\$2.32	\$4.64	\$3.57	\$7.14	\$3.91	\$7.82	\$5.40	\$10.80	\$4.24	\$8.48	\$17.62	\$35.24
22	16x20x2	41	each	\$2.35	\$96.35	\$3.54	\$145.14	\$3.79	\$155.39	\$5.22	\$214.02	\$4.50	\$184.50	\$17.62	\$722.42
23	16x20x4	92	each	\$4.60	\$423.20	\$6.03	\$554.76	\$7.75	\$713.00	\$11.51	\$1,058.92	\$6.75	\$621.00	\$29.09	\$2,676.28
24	16x24x2	1	each	\$2.80	\$2.80	\$4.19	\$4.19	\$5.00	\$5.00	\$6.67	\$6.67	\$5.34	\$5.34	\$17.62	\$17.62
25	16x24x4	1	each	\$7.80	\$7.80	\$13.94	\$13.94	\$16.69	\$16.69	\$12.56	\$12.56	\$35.92	\$35.92	\$29.09	\$29.09
26	16x25x1	44	each	\$2.69	\$118.36	\$3.60	\$158.40	\$4.37	\$192.28	\$6.88	\$302.72	\$4.71	\$207.24	\$19.09	\$839.96
27	16x25x2	10	each	\$2.69	\$26.90	\$3.86	\$38.60	\$4.20	\$42.00	\$6.88	\$68.80	\$5.00	\$50.00	\$19.09	\$190.90
28	16x25x4	1	each	\$5.28	\$5.28	\$6.45	\$6.45	\$8.22	\$8.22	\$12.56	\$12.56	\$7.95	\$7.95	\$33.93	\$33.93
29	16x30x1	178	each	\$3.44	\$612.32	\$4.99	\$888.22	\$9.39	\$1,671.42	\$6.55	\$1,165.90	\$10.26	\$1,826.28	\$23.50	\$4,183.00
30	16x32x1	4	each	\$7.64	\$30.56	\$7.56	\$30.24	\$15.68	\$62.72	\$17.55	\$70.20	\$16.01	\$64.04	\$23.50	\$94.00
31	16x32x2	3	each	\$7.71	\$23.13	\$9.07	\$27.21	\$17.24	\$51.72	\$14.74	\$44.22	\$24.52	\$73.56	\$24.97	\$74.91

32	17x20x1	1	each	\$4.55	\$4.55	\$6.38	\$6.38	\$8.17	\$8.17	\$9.80	\$9.80	\$12.51	\$12.51	\$17.62	\$17.62
33	17x25x1	2	each	\$4.97	\$9.94	\$7.16	\$14.32	\$8.98	\$17.96	\$9.97	\$19.94	\$14.51	\$29.02	\$19.09	\$38.18
34	18X18X1	1	each	\$3.14	\$3.14	\$4.02	\$4.02	\$5.44	\$5.44	\$6.93	\$6.93	\$7.23	\$7.23	\$17.62	\$17.62
35	18X18X2	12	each	\$2.76	\$33.12	\$4.19	\$50.28	\$5.19	\$62.28	\$7.58	\$90.96	\$7.75	\$93.00	\$17.62	\$211.44
36	18x24x2	15	each	\$3.08	\$46.20	\$3.95	\$59.25	\$5.43	\$81.45	\$6.52	\$97.80	\$7.70	\$115.50	\$19.09	\$286.35
37	18x25x2	8	each	\$3.64	\$29.12	\$8.25	\$66.00	\$5.85	\$46.80	\$6.84	\$54.72	\$9.32	\$74.56	\$19.09	\$152.72
38	18x34x1	8	each	\$9.43	\$75.44	\$8.15	\$65.20	\$16.36	\$130.88	\$17.55	\$140.40	\$19.02	\$152.16	\$30.85	\$246.80
39	20x20x1	1669	each	\$2.71	\$4,522.99	\$3.66	\$6,108.54	\$4.59	\$7,660.71	\$5.70	\$9,513.30	\$4.55	\$7,593.95	\$19.09	\$31,861.21
40	20x20x2	7	each	\$2.71	\$18.97	\$4.04	\$28.28	\$4.31	\$30.17	\$5.97	\$41.79	\$5.10	\$35.70	\$19.09	\$133.63
41	20x20x4	106	each	\$5.37	\$569.22	\$6.45	\$683.70	\$8.22	\$871.32	\$12.71	\$1,347.26	\$7.95	\$842.70	\$33.93	\$3,596.58
42	20x24x2	24	each	\$3.36	\$80.64	\$4.18	\$100.32	\$5.57	\$133.68	\$6.80	\$163.20	\$7.98	\$191.52	\$19.09	\$458.16
43	20x24x4	2359	each	\$5.60	\$13,210.40	\$7.10	\$16,748.90	\$9.87	\$23,283.33	\$15.10	\$35,620.90	\$8.85	\$20,877.15	\$33.93	\$80,040.87
44	20X25X1	1	each	\$3.08	\$3.08	\$4.09	\$4.09	\$4.97	\$4.97	\$6.34	\$6.34	\$4.72	\$4.72	\$22.62	\$22.62
45	20x25x2	1433	each	\$3.20	\$4,585.60	\$4.18	\$5,989.94	\$5.00	\$7,165.00	\$6.93	\$9,930.69	\$52.48	\$75,203.84	\$22.62	\$32,414.46
46	20x25x4	33	each	\$6.11	\$201.63	\$7.40	\$244.20	\$9.32	\$307.56	\$14.24	\$469.92	\$64.40	\$2,125.20	\$33.93	\$1,119.69
47	20x25x5	3	each	\$16.51	\$49.53	No Bid		\$33.10	\$99.30	\$58.01	\$174.03	No Bid		\$0.00	\$0.00
48	20x30x1	38	each	\$3.64	\$138.32	\$5.26	\$199.88	\$16.36	\$621.68	\$6.75	\$256.50	\$6.59	\$250.42	\$24.98	\$949.24
49	20x36x1	38	each	\$8.53	\$324.14	\$8.90	\$338.20	\$17.10	\$649.80	\$16.06	\$610.28	\$21.78	\$827.64	\$24.97	\$948.86
50	21.75 X 28 X 4	2	each	\$16.74	\$33.48	\$15.82	\$31.64	\$22.16	\$44.32	\$34.29	\$68.58	\$54.43	\$108.86	\$0.00	\$0.00
51	22x29x2	1	each	\$7.61	\$7.61	\$9.71	\$9.71	\$18.08	\$18.08	\$19.26	\$19.26	\$28.47	\$28.47	\$23.50	\$23.50
52	24x24x2	20	each	\$3.48	\$69.60	\$5.06	\$101.20	\$5.65	\$113.00	\$7.59	\$151.80	\$106.12	\$2,122.40	\$20.56	\$411.20
53	24x24x4	22	each	\$6.52	\$143.44	\$8.28	\$182.16	\$9.99	\$219.78	\$15.10	\$332.20	\$124.09	\$2,729.98	\$33.93	\$746.46
54	24x25x2	6	each	\$7.03	\$42.18	\$9.71	\$58.26	\$14.15	\$84.90	\$12.17	\$73.02	\$28.47	\$170.82	\$23.50	\$141.00
55	25x25x2	36	each	\$4.86	\$174.96	\$5.30	\$190.80	\$6.85	\$246.60	\$8.40	\$302.40	\$8.21	\$295.56	\$23.50	\$846.00
56	28x34x2	2	each	\$12.20	\$24.40	\$12.96	\$25.92	\$21.91	\$43.82	\$29.68	\$59.36	\$61.07	\$122.14	\$33.79	\$67.58
57	8X8X1	1	each	\$3.32	\$3.32	\$5.22	\$5.22	\$6.94	\$6.94	\$10.07	\$10.07	\$10.02	\$10.02	\$17.62	\$17.62
58	9x30x1	2	each	\$4.81	\$9.62	\$5.57	\$11.14	\$17.94	\$35.88	\$24.78	\$49.56	\$11.81	\$23.62	\$19.09	\$38.18
59	High Cap 16x20x2	1	each	\$3.37	\$3.37	\$4.68	\$4.68	\$4.70	\$4.70	\$8.88	\$8.88	\$40.66	\$40.66	\$24.97	\$24.97
60	High Cap16x25x2	1	each	\$3.90	\$3.90	\$5.06	\$5.06	\$5.33	\$5.33	\$9.10	\$9.10	\$55.78	\$55.78	\$27.91	\$27.91
61	High Cap 20x20x1	1	each	\$3.49	\$3.49	\$4.73	\$4.73	\$5.39	\$5.39	\$7.70	\$7.70	No Bid		\$27.91	\$27.91
62	High Cap 20x20x2	1	each	\$3.96	\$3.96	\$5.29	\$5.29	\$6.14	\$6.14	\$8.97	\$8.97	\$45.10	\$45.10	\$27.91	\$27.91
63	High Cap 20x25x2	1	each	\$4.72	\$4.72	\$5.44	\$5.44	\$4.73	\$4.73	\$9.92	\$9.92	\$52.48	\$52.48	\$29.38	\$29.38



## **Consider and Award RFP #23-06-02 New and Used Vehicles**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees award RFP #23-06-02 New and Used Vehicles to the following vendors for an estimated annual expenditure of \$660,000.00 and authorize the Superintendent to execute any documents necessary to effectuate the purchase, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Procurement & Business Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Recommended Vendors**

Buckalew Chevrolet  
Caldwell Country Chevrolet  
Gullo Ford

### **Explanation:**

Request for Proposals (RFP) pertaining to the purchase of new and used white fleet vehicles for the District were emailed to registered vendors through the electronic eBidding system and advertised on the Conroe ISD Purchasing website and multiple times in *The Courier*. Unit pricing was requested for new vehicles and a catalog discount to quote used vehicles through August 2024. Six (6) vendors submitted bid responses. Proposals were evaluated by the CISD Maintenance Department, CISD Transportation Department, and the CISD Police Department, and reviewed by the Purchasing Department. Funds for the purchase of new vehicles are provided in the CISD General Fund. Best Value offers are recommended for Board award.

**Policy Reference:** Legal and Local Board Policy CH

Dr. Curtis Null  
*Superintendent of Schools*

Darrin Rice  
*Chief Financial Officer*

Rick Reeves  
*Director of Procurement & Business Services*

**EVALUATION POINTS**

The bid proposals were evaluated based on the following scale:

TE Code	Description	Points
1	Purchase price;	45
2	Reputation of the Bidder or the Bidder's goods or services;	10
3	Quality of the Bidder's goods or services;	10
4	Extent to which the goods or services meet the needs of the District;	10
5	Bidder's past relationship with the District;	15
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	0
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
9	Warranty and service of bidder	10
	Total Points	100

## RFP #23-06-02 - New and Used Vehicles

### Round 1 Supplier Scoring Summary

#### 2024 Truck, 1/2 Ton Crew Cab Single Rear Wheel, Standard Bed

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
Buckalew Chevrolet, LP	2023 CHEVROLET 1500 SILVERADO CREW CAB PICKUP MODEL CC10743 WT	2	EA	\$39,975.00	\$79,950.00	45.00	9.00	9.00	9.00	14.00	0.00	0.00	0.00	9.00	95.00
GULLO FORD	2023 FORD F-150 XL		EA	\$45,000.00		40.00	9.00	9.00	9.00	13.50	0.00	0.00	0.00	9.00	89.50
GRAPEVINE DCJ, LLC	2024 ram 1500 crew cab DT1L91		EA	\$48,783.00		37.00	8.00	8.00	8.00	11.00	0.00	0.00	0.00	9.00	81.00
RELIABLE CHEVROLET	2024 Chevrolet Silverado 1500 CREW CAB standard bed 6.6' 2whdr		EA	\$97,450.00		18.00	8.00	8.00	8.00	10.50	0.00	0.00	0.00	9.00	61.50
Caldwell Country Chevrolet						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Golf Cars of Conroe						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

### Round 2 Supplier Scoring Summary

#### 2024 Truck, 3/4 ton Double Cab with Service Body

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
Buckalew Chevrolet, LP	2024 CHEVROLET 2500HD DOUBLE CAB WITH KNAPHEIDE SERVICE BODY - MODEL CC20953	4	EA	\$56,920.00	\$227,680.00	45.00	9.00	9.00	9.00	14.00	0.00	0.00	0.00	9.00	95.00
GULLO FORD	2023 Ford F-250 XL		EA	\$62,845.00		41.00	8.50	8.50	8.50	13.50	0.00	0.00	0.00	9.00	89.00
Caldwell Country Chevrolet	2024 CHEVROLET 2500HD DOUBLE CAB (56 CA) WITH SERVICE BODY CC20953		EA	\$64,775.00		40.00	8.50	8.50	8.50	11.00	0.00	0.00	0.00	9.00	85.50
GRAPEVINE DCJ, LLC	2024 ram 2500 crew cab DJ2L92		EA	\$62,385.00		41.00	8.50	8.50	8.00	10.50	0.00	0.00	0.00	9.00	85.50
RELIABLE CHEVROLET	2024 Chevrolet Silverado 2500 HD Double Cab WT 2whdr		EA	\$710,892.00		4.00	8.50	8.50	8.50	10.50	0.00	0.00	0.00	9.00	49.00
Golf Cars of Conroe	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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### Round 3 Supplier Scoring Summary

#### 2024 1 Ton Van Cab Dual Rear Wheel Box Truck

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
Buckalew Chevrolet, LP	2024 CHEVROLET EXPRESS CUT-A-WAY CHASSIS WITH KNAPHEIDE CARGO DRY FREIGHT BODY WITH LIFT GATE	0	EA	\$58,947.00		45.00	9.00	9.00	9.00	14.00	0.00	0.00	0.00	9.00	95.00
GULLO FORD	2024 E450 Box Truck		EA	\$64,360.00		41.00	9.00	9.00	8.50	14.00	0.00	0.00	0.00	9.00	90.50
Caldwell Country Chevrolet	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Golf Cars of Conroe	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAPEVINE DCJ, LLC	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RELIABLE CHEVROLET	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

### Round 4 Supplier Scoring Summary

#### 2024 Van, 3/4 ton Cargo

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
Buckalew Chevrolet, LP	2024 CHEVROLET 2500hd EXPRESS CARGO VAN	0	EA	\$40,467.00		45.00	9.00	9.00	9.00	14.00	0.00	0.00	0.00	9.00	95.00
Caldwell Country Chevrolet	2023-2024 CHEVROLET 2500 EXPRESS CARGO VAN CG23405		EA	\$45,800.00		40.00	9.00	9.00	9.00	11.00	0.00	0.00	0.00	9.00	87.00
GULLO FORD	2023 Ford Transit 250 Low Roof		EA	\$48,645.00		37.00	9.00	9.00	9.00	14.00	0.00	0.00	0.00	9.00	87.00
Golf Cars of Conroe	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAPEVINE DCJ, LLC	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RELIABLE CHEVROLET	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

## Round 5 Supplier Scoring Summary

## 2024 Van, 3/4 Ton 12 Passenger with Tow Package

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
Buckalew Chevrolet, LP	2024 CHEVROLET 12 PASSENGER EXPRESS VAN MODEL: CG23406	1	EA	\$45,677.00	\$45,677.00	45.00	9.00	9.00	9.00	14.00	0.00	0.00	0.00	9.00	95.00
Caldwell Country Chevrolet	2024 CHEVROLET 2500 EXPRESS 12 PASSENGER VAN CG23406		EA	\$50,450.00		41.00	8.50	8.50	8.00	13.00	0.00	0.00	0.00	9.00	88.00
GULLO FORD	2023 Ford Transit Passenger Low Roof - 14 Passenger		EA	\$57,140.00		36.00	9.00	9.00	8.50	14.00	0.00	0.00	0.00	9.00	85.50
Golf Cars of Conroe	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAPEVINE DCJ, LLC	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RELIABLE CHEVROLET	No Bid					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

## Round 6 Supplier Scoring Summary

## 2024 Compact Cargo Van With 1 Shelf to be Installed Behind Passenger

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
NO BID															

## Round 7 Supplier Scoring Summary

## 2024 Compact Cargo Van

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
NO BID															

## Round 8 Supplier Scoring Summary

## 2024 SUV, Compact, 4 Door, 5 Passenger

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
Buckalew Chevrolet, LP	2024 CHEVROLET LS EQUINOX MODEL 1XP26	3	EA	\$25,997.00	\$77,991.00	45.00	8.00	9.00	10.00	10.00	0.00	0.00	0.00	8.33	90.33
GULLO FORD	2024 Ford Edge SE AWD		EA	\$37,500.00		31.00	8.67	7.00	7.00	9.67	0.00	0.00	0.00	8.00	71.33
GRAPEVINE DCJ, LLC	No Bid					0.00	10.00	9.00	10.00	14.00	0.00	0.00	0.00	9.67	52.67
Caldwell Country Chevrolet	No Bid					0.00	7.00	9.00	9.00	10.00	0.00	0.00	0.00	8.33	43.33
Golf Cars of Conroe	No Bid					0.00	5.00	5.00	5.00	6.00	0.00	0.00	0.00	6.00	27.00
RELIABLE CHEVROLET	No Bid					0.00	5.00	5.00	5.00	7.00	0.00	0.00	0.00	5.00	27.00

## Round 9 Supplier Scoring Summary

## 2024 SUV, Full Size, Police Rated 2 Wheel Drive with Tailgate Lighting

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
Caldwell Country Chevrolet	2024 CHEVROLET TAHOE PPV CC10706	4	EA	\$55,575.00	\$222,300.00	45.00	8.50	9.00	9.00	11.00	0.00	0.00	0.00	8.50	91.00
GULLO FORD	2023 Ford Explorer Police AWD		EA	\$56,335.00		44.00	7.00	6.50	7.00	8.00	0.00	0.00	0.00	7.00	79.50
Buckalew Chevrolet, LP	No Bid					0.00	10.00	9.50	9.50	15.00	0.00	0.00	0.00	9.50	53.50
Golf Cars of Conroe	No Bid					0.00	7.50	7.50	7.50	10.00	0.00	0.00	0.00	7.50	40.00
GRAPEVINE DCJ, LLC	No Bid					0.00	2.00	2.00	2.00	2.00	0.00	0.00	0.00	2.00	10.00
RELIABLE CHEVROLET	No Bid					0.00	1.50	1.50	1.50	1.50	0.00	0.00	0.00	1.50	7.50

## Round 10 Supplier Scoring Summary

## Used Vehicles

Supplier	Make & Model	Qty	UOM	Price	Extended	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Criteria 9	Total
GULLO FORD						45.00	8.80	7.80	7.80	11.40	0.00	0.00	0.00	8.40	89.20



## **NOTICE OF PUBLIC HEARING TO DISCUSS BUDGET AND PROPOSED TAX RATE**

Conroe ISD will hold a Public Hearing Tuesday, August 15, 2023, during the Regular Meeting of the Board of Trustees beginning at 6:00 p.m. in the Board Room of the Deane L. Sadler Administration Building at 3205 W. Davis, Conroe, TX 77304. The purpose of this hearing is to discuss the District's 2023-2024 budget that will determine the tax rate to be adopted.

In accordance with Board Policy BED, public comment is welcome but is limited to only this item.

This will be the second of two public meetings to discuss the proposed 2023-2024 budget and tax rate.

Although a quorum of Board Trustees may be present, no official business will be conducted.

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Dr. Curtis Null  
Superintendent of Schools

Posted: August 11, 2023 at 4:00 PM

## **Consider and Approve Order Authorizing and Providing for the Defeasance and Redemption of Certain Outstanding Obligations of Conroe Independent School District and Containing Other Provisions Related Thereto**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees approve the order authorizing and providing for the defeasance and redemption of certain outstanding obligations of Conroe Independent School District, and containing other provisions related thereto; as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

Attached for your review is a DRAFT Parameter Order for the cash defeasance of Conroe Independent School District School Series 2016 Bonds, as prepared by Orrick, District Bond Counsel. The District expects to Defeas/pay-off approximately \$9.560,000 in Series 2016 bonds. Based on analysis performed by our Financial Advisor, Mr. John Robuck with BOKF, the current estimated savings in debt service is approximately \$5,689,305. This defeasance/payoff will assist the District in maintaining our debt service tax rate and realize substantial interest cost savings.

**Policy Reference:** Legal Board Policy BAA

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Darrin Rice  
*Chief Financial Officer*

THE STATE OF TEXAS                                 §  
COUNTY OF MONTGOMERY                         §  
CONROE INDEPENDENT SCHOOL DISTRICT       §

4148-6528-8264.2

(c) Notice of defeasance and redemption of the Callable Bonds shall be provided in accordance with the Original Order.

SECTION 2: Escrow Agreement. The Escrow Agreement (the “Escrow Agreement”), by and between the District and the Escrow Agent and relating to the Callable Bonds, in substantially the form attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes, is hereby approved as to form and content, and such Escrow Agreement, together with such changes or revisions as may be necessary to accomplish the defeasance of the Callable Bonds or benefit the District, is hereby authorized to be executed by an Authorized Representative, for and on behalf of the District and as the act and deed of this Board; and such Escrow Agreement as executed by said officials shall be deemed approved by the Board and constitute the Escrow Agreement herein approved.

Furthermore, each Authorized Representative, the District’s Financial Advisor, and Bond Counsel, in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the Defeasance Deposit described in Section 1 of this Order which shall be deposited to the credit of the special escrow fund established and maintained by the Escrow Agent for such purpose (the “Escrow Fund”), including the execution of subscription forms or agreements, if any, for the purchase of eligible securities for investment of amounts deposited to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, this Order, and the Escrow Agreement.

SECTION 3: Notice of Redemption. An Authorized Representative is authorized and directed to instruct the paying agent/registrar for the Callable Bonds to provide notice of the defeasance and redemption of the Callable Bonds, as provided and required by the Original Order.

SECTION 4: Verification Agent. An Authorized Representative is authorized to engage a recognized firm of certified or independent public accountants or other qualified finance professionals (the “Verification Agent”) to verify the sufficiency of the Defeasance Deposit to accomplish the defeasance of the Callable Bonds, to the extent such appointment is necessary or appropriate and in the event of the establishment of a net defeasance escrow fund; provided, however, that in the event of a gross defeasance of the Callable Bonds, the sufficiency of the Defeasance Deposit to accomplish such defeasance may be certified to the District by the District’s Financial Advisor or another qualified financial institution in lieu of verification by the Verification Agent

SECTION 5: Further Actions Authorized. The President, Vice President, and Secretary of the Board are authorized to evidence adoption of this Order and, together with the District’s Superintendent and Chief Financial Officer, execute and deliver such agreements, certificates, notices, letters and other instruments as any such official shall deem necessary, appropriate or convenient to effect the defeasance and redemption described herein and otherwise give effect to the intent and purpose hereof.

SECTION 6: Payment of Fees and Expenses. The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District’s Financial



Advisor and Bond Counsel, the Escrow Agent, the Verification Agent, and the paying agent/registrars for the Callable Bonds, respectively, and any other party whose services have been determined by an Authorized Representative to be necessary or appropriate to accomplish the purpose and intent of this Order.

SECTION 7: Recitals Incorporated. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 8: Repealer. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Defeasance shall be and remain controlling as to the matters resolved herein.

SECTION 9: Choice of Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 11: Open Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: Headings. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof.

SECTION 13: Effective Date. This Order shall be in force and effect from and after its final passage, and it is so resolved.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED, this the 15th day of August, 2023.

CONROE INDEPENDENT SCHOOL DISTRICT

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

## EXHIBIT A

Conroe Independent School District Unlimited School Building and Refunding Bonds, Series 2016,” dated February 1, 2016 (the “Bonds”), bearing interest, and stated to mature on February 15 in the years as follows:

<u>Maturity Date</u> <sup>(1)</sup>	Principal Amount <u>Outstanding (\$)</u>	Amount Being <u>Defeased or Redeemed (\$)</u> <sup>(1)</sup>	<u>Interest Rate (%)</u>
2027	6,180,000	1,500,000	5.000
***	***	***	***
2038	6,550,000	1,175,000	5.000
2039	6,885,000	6,885,000	5.000

The date fixed for the redemption of the Bonds is February 15, 2026, as authorized by the order authorizing the issuance of the Bonds and as directed by the Board pursuant to an order adopted on August 15, 2023.

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<sup>(1)</sup> Final determination of the Callable Bonds to be defeased and redeemed will be determined by a Pricing Officer (as defined in the Original Order) at the time the defeasance and redemption is effectuated.

**EXHIBIT B**  
**FORM OF ESCROW AGREEMENT**

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (this “Escrow Agreement”), dated for convenience as of August 15, 2023, but effective on the Escrow Funding Date described herein, is made and entered into by and between the CONROE INDEPENDENT SCHOOL DISTRICT, an independent school district duly created, organized and existing under the Constitution and laws of the State of Texas (together with any successor to its duties and functions, the “District”), and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the “Escrow Agent”).

WHEREAS, the District has heretofore issued certain bonds (hereinafter defined as the “Defeased Bonds”) that it desires to refund in advance of their maturities;

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes and empowers the District to deposit with a paying agent for any of the Defeased Bonds, or a trust company or commercial bank that does not act as a depository for the District, from available funds from any source, an amount sufficient to provide for the payment or redemption of the Defeased Bonds;

WHEREAS, the governing body of the District has adopted a defeasance and redemption order authorizing the defeasance and redemption of certain of its Unlimited Tax School Building and Refunding Bonds, Series 2016, as further described in Exhibit B hereto (the “Defeased Bonds”), for the purpose, among other purposes, of providing the funds necessary to defease and redeem the Defeased Bonds to reduce the payment of interest thereon and to reduce the District’s aggregate debt service requirements and legal debt outstanding;

WHEREAS, to provide for the payment of the Defeased Bonds, the District has provided for the transfer to the Escrow Agent pursuant to this Escrow Agreement of money lawfully available for such purpose; and

WHEREAS, the governing body of the District has further determined to effectuate the defeasance and redemption pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of funds necessary to defease and redeem the Defeased Bonds so as to provide firm banking and financial arrangements for the discharge and final payment of the Defeased Bonds;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Defeased Bonds, the District and the Escrow Agent contract and agree as follows:

### **ARTICLE ONE DEFINITIONS AND INTERPRETATIONS**

#### **Section 1.1   Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

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

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

“Defeased Bond Order” shall mean the District’s order authorizing the issuance, sale and delivery of the Defeased Bonds.

“Defeased Bonds” shall mean the outstanding bonds of the District as shown on Exhibit B hereto.

“District” shall mean the Conroe Independent School District, and any successor to its duties and functions.

“Escrow Agent” shall mean The Bank of New York Mellon Trust Company, N.A., in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

“Escrow Agreement” shall mean this escrow agreement.

“Escrow Deposit” shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1.

“Escrow Fund” shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Escrow Funding Date” shall mean the date on which the District deposits with the Escrow Agent the Escrow Deposit described in Section 2.1 which date shall be no later than March 1, 2024.

“Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities.

“Limited Yield Securities” shall mean the non-callable United States Treasury Obligations-State and Local Government Series to be initially purchased with lawfully available funds of the District, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b).

“Open Market Securities” shall mean the United States Treasury securities (or other direct non-callable obligations of the United States, including obligations that are unconditionally guaranteed by the United States) and any non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the defeasance and redemption of the Defeased Bonds, are rated as to

investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, to be purchased in the open market with cash, together with all reinvestments thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

“Paying Agent for the Defeased Bonds” shall mean The Bank of New York Mellon Trust Company, N.A.

“Report” shall mean the verification report relating to the advance refunding of the Refunded Bonds, a copy of which is attached hereto as Exhibit C, and any subsequent verification report required by Section 4.3.

#### Section 1.1 Interpretations.

The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the defeasance and redemption of the Defeased Bonds in accordance with applicable law.

### ARTICLE TWO DEPOSIT OF FUNDS AND ESCROWED SECURITIES

#### Section 2.1 Deposits to Escrow Fund.

On the Escrow Funding Date, the District shall deposit, or cause to be deposited, into the Escrow Fund the Escrow Deposit, consisting of the following:

- (a) As the beginning cash balance for the Escrow Fund, \$\_\_\_\_\_ from available funds of the District;
- (b) the initial Limited Yield Securities with a purchase price of \$\_\_\_\_\_ from available funds of the District; and
- (c) the initial Open Market Securities with a purchase price of \$\_\_\_\_\_ from available funds of the District.

### ARTICLE THREE CREATION AND OPERATION OF ESCROW FUND

#### Section 3.1 Escrow Fund.

On the Escrow Funding Date the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as the “Conroe Independent School District 2023 Defeasance Escrow Fund” (the “Escrow Fund”). On the Escrow Funding Date, the Escrow Deposit described in Section 2.1 will be deposited to the credit of the Escrow Fund, The Escrow Deposit and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict

conformity with the terms and conditions hereof. All Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Defeased Bonds, which payment shall be made by timely transfers to the Paying Agent for the Defeased Bonds of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Defeased Bonds for the payment of such principal of, redemption premium, if any, and interest on the Defeased Bonds, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2 Payment of Principal, Redemption Premium, if any, and Interest; Redemption and/or Defeasance of Certain Defeased Bonds.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Defeased Bonds in the amounts and at the times shown in the Report.

(b) Except for amounts transferred to the Paying Agent for the Defeased Bonds pursuant to Section 3.2(a) and to the District pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3 Sufficiency of Escrow Fund.

The District represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Bonds at the times and in the amounts required to pay the interest on the Defeased Bonds as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Defeased Bonds as the Defeased Bonds mature or are called for redemption, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Defeased Bonds to make the payments set forth in Section 3.2, the District shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the District as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the District's failure to make additional deposits thereto.

Section 3.4 Trust Fund.

The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent



for the benefit of the holders of the Defeased Bonds; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Defeased Bonds. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District or, except to the extent expressly herein provided, by the Paying Agent for the Defeased Bonds.

### Section 3.5    Security for Cash Balances.

Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

## ARTICLE FOUR **LIMITATION ON INVESTMENTS**

### Section 4.1    General.

Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

### Section 4.2    Reinvestment of Proceeds of Escrowed Securities.

The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Escrowed Securities which are attributable to amounts received as principal of or interest on the Escrowed Securities and which are not immediately needed to pay the Defeased Bonds in direct obligations of the United States of America, i.e., United States Treasury Bonds, Bills and Notes, in the amounts, and maturing and bearing interest, all as set out in the Report. The District hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Defeased Bonds shall be promptly transferred to the District.

### Section 4.3    Substitution of Securities.

(a)    The District may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:

- (i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and
- (ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The District may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted for such Open Market Securities.

(b) At the written request of the District, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.

(c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Defeased Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that (a) such transaction will not cause any of the Defeased Bonds to be an “arbitrage bond” within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Bonds.

#### Section 4.4 Arbitrage.

The District hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Bond to be an “arbitrage bond” within the meaning of the Code.

## ARTICLE FIVE RECORDS AND REPORTS

#### Section 5.1 Records.

The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and

application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Defeased Bonds.

#### Section 5.2    Reports.

For the period beginning on the Escrow Funding Date and ending on December 31, 2022, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the District within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end, of such period.

### ARTICLE SIX CONCERNING THE ESCROW AGENT

#### Section 6.1    Representations of Escrow Agent.

The Bank of New York Mellon Trust Company, N.A. hereby represents (a) that it is either a (i) Paying Agent for the Defeased Bonds or (ii) trust company or commercial bank that does not act as a depository for the District and (b) that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

#### Section 6.2    Limitation on Liability.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Bonds for the payments of the principal of, redemption premium, if any, and interest on the Defeased Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the District promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Defeased Bonds shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Defeased Bond Orders and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct on the part of any agent, attorney, custodian or nominee so appointed.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own negligence or willful misconduct. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, the District, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; nor shall the Escrow Agent be answerable, except for its own neglect or fault, for any loss unless the same shall have been through its negligence or willful misconduct.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other

documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with, its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Agent for any reason.

### Section 6.3    Compensation.

On the Escrow Funding Date, the District will pay The Bank of New York Mellon Trust Company, N.A. for performing its services as Escrow Agent hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the fees set out in Exhibit A. If the Escrow Agent is requested to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

The Escrow Agent, in its capacity as the Paying Agent for the Defeased Bonds, agrees to continue to act as paying agent for the Defeased Bonds for the life of such bonds, under the fee schedule currently in effect for such bonds, with the remedy for nonpayment being solely an action against the District for amounts owing under the Paying Agent Agreement. The fees will continue to be paid by the District, and in no instance will the proceeds of the Escrow Fund be used to pay the fees of the Paying Agent for the Defeased Bonds.

### Section 6.4    Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate action, shall promptly appoint a successor Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within sixty (60) days of such vacancy, a successor may be appointed by the holders of a majority in aggregate principal amount of the Defeased Bonds then outstanding by an instrument or instruments in writing filed with the District, signed by such holders or by their duly authorized attorneys. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three

months after a vacancy shall have occurred, the holder of any Defeased Bond then outstanding may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the District specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Defeased Bonds or by the District as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

The Escrow Agent may be removed at any time with thirty (30) days' prior notice by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the District and signed by the holders of a majority in aggregate principal amount of the Defeased Bonds then outstanding.

## ARTICLE SEVEN MISCELLANEOUS

### Section 7.1    Notices.

Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

The Bank of New York Mellon Trust Company, N.A.  
2001 Bryan Street, 10<sup>th</sup> Floor

B-981

Dallas, Texas 75201  
Attention: Corporate Trust Services

To the District:

Conroe Independent School District  
3205 W. Davis Street  
Conroe, Texas 77304  
Attention: Chief Financial Officer

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days' prior written notice thereof.

Section 7.2 Termination of Responsibilities.

Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Defeased Bonds or to any other person or persons in connection with this. Escrow Agreement.

Section 7.3 Binding Agreement; Amendment.

This Escrow Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Defeased Bonds then outstanding.

Section 7.4 Severability.

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

Section 7.5 Governing Law.

This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6 Time of Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 7.7 Legislative Contracting Requirements.

The undersigned verifies that, pursuant to Chapter 2270, Texas Government Code, and solely for purposes relating to Chapter 2270, Texas Government Code, it does not boycott Israel and agrees it will not boycott Israel during the term of this Escrow Agreement. Additionally, pursuant to Subchapter F of Chapter 2252, Texas Government Code, the undersigned certifies that it is not a company that contracts with or provides supplies or services to a foreign terrorist organization, as defined by Section 2252.151(2), Texas Government Code, and has not been identified as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as identified on a list prepared and maintained by the Comptroller of Public Accounts under Sections 2270.0201 or 2252.153, Texas Government Code. At the request of the District, the undersigned agrees to execute further written certifications as may be necessary or convenient for District to establish compliance with these laws.

*[Execution page follows]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONROE INDEPENDENT SCHOOL DISTRICT

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

Address: 3205 W. Davis Street  
Conroe, Texas 77304

ATTEST:

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

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Escrow Agent

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

Address: As listed in Section 7.1 hereof

ATTEST:

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

**Exhibit A**  
**Fee Schedule**

## Exhibit B

### Schedule of Defeased Bonds

Conroe Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2016, dated February 1, 2016 (the “Bonds”), bearing interest, and stated to mature on February 15 in the years as follows:

<u>Sinking Fund Maturity Date</u>	<u>Principal Amount Outstanding (\$)</u>	<u>Amount Being Defeased or Redeemed (\$)</u>	<u>Interest Rate (%)</u>
2027	6,180,000	1,500,000	5.000
***	***	***	***
2038	6,550,000	1,175,000	5.000
2039	6,885,000	6,885,000	5.000

The date fixed for the redemption of the Bonds is February 15, 2026 as authorized by the order authorizing the issuance of the Bonds and as directed by the Board pursuant to an order adopted on August 15, 2023. You are hereby notified that the Bonds should be presented for redemption on or before the date of their maturity or redemption, as applicable, and that interest shall cease to accrue from and after that date, and that on such date there shall become due and payable on each of the Bonds the redemption price equal to the principal amount thereof, without premium, plus unpaid accrued interest to the date of maturity or redemption, as applicable.

**Exhibit C**  
**Verification Report**



# Conroe Independent School District

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## Overview of Refunding and Cash Defeasance Opportunities for Interest Cost Savings

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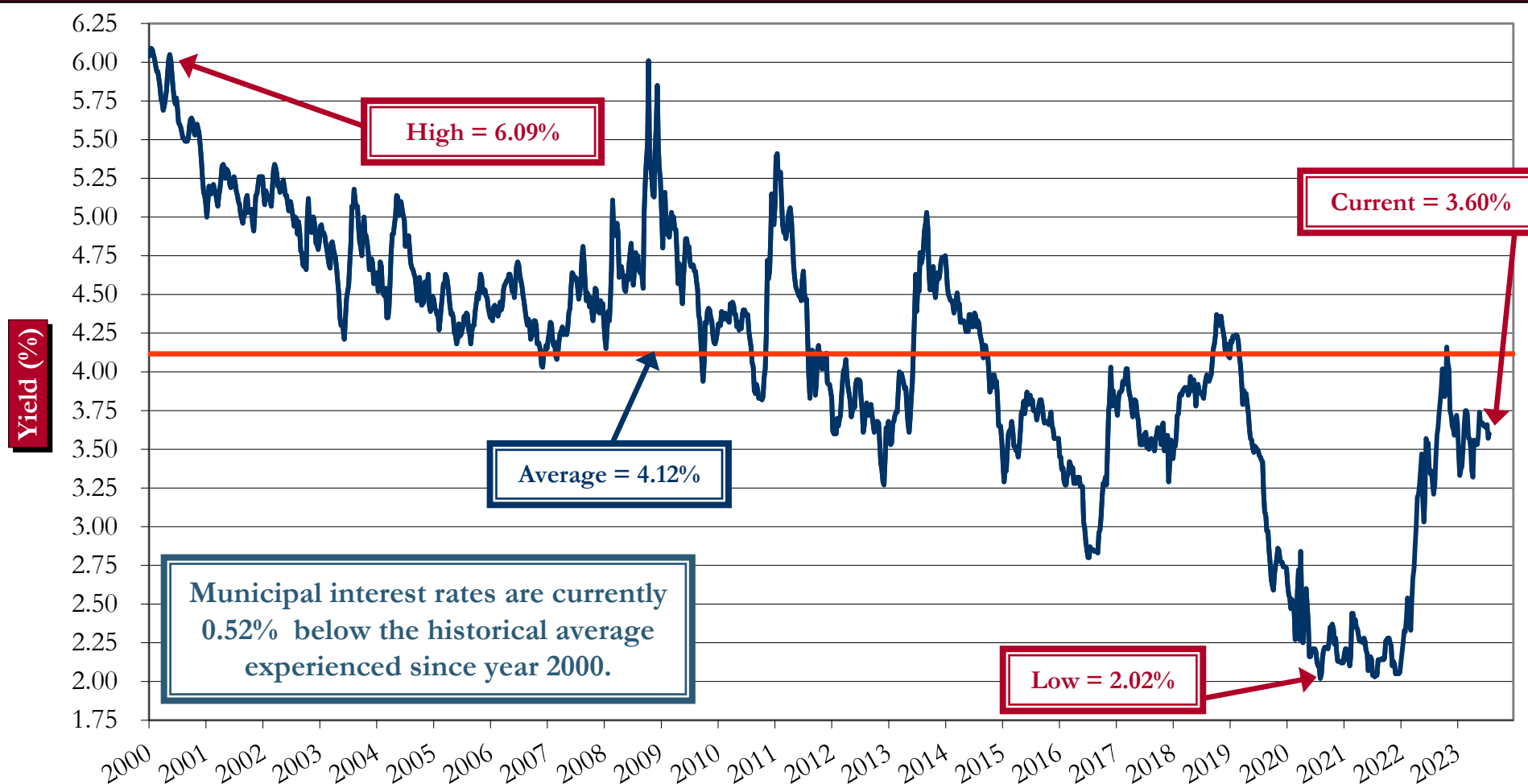
August 8, 2023





# Overview of Current Bond Market – Bond Buyer Index

**The Bond Buyer Index**  
January 1, 2000 To The Present



The Bond Buyer Index is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA."



# Historical Refunding Results

## Summary of District's Debt Management Strategies

Summary of Interest Cost Savings Since 2009				
Bond Refunding Programs				
Issue	Series Refunded	Principal Refunded	Total Savings	
U/L Tax Rfdg Bds, Srs 2009	1998, 1999, 2000, 2001A	\$ 17,965,000	\$ 1,828,610	
U/L Tax Rfdg Bds, Srs 2011	2001A&B, 2003, 2003A, 2004A, 2005A, 2005C, 2006	140,845,000	9,242,972	
U/L Tax Sch Bldg & Rfdg Bds, Srs 2012	2003, 2003A, 2004A, 2005C	46,740,000	7,477,526	
U/L Tax Sch Bldg & Rfdg Bds, Srs 2012A	2001A, 2003A, 2005C	156,215,000	26,369,382	
U/L Tax Sch Bldg & Rfdg Bds, Srs 2014	2003, 2004A, 2005A, 2005C, 2006	37,850,000	3,604,726	
U/L Tax Rfdg Bds, Srs 2014B	2005B	22,500,000	4,130,224	
U/L Tax Sch Bldg & Rfdg Bds, Srs 2014A	2005A, 2006, 2008	97,655,000	12,719,312	
U/L Tax Rfdg Bds, Srs 2015	2008, 2009A	118,995,000	18,667,588	
U/L Tax Sch Bldg & Rfdg Bds, Srs 2016	2006	28,080,000	5,891,870	
U/L Tax Sch Bldg & Rfdg Bds, Srs 2016A	2010, 2011, 2011 Rfdg	72,295,000	9,314,300	
U/L Tax Rfdg Bds, Srs 2017	2010, 2011, 2012, 2012A	102,775,000	14,509,251	
U/L Tax Rfdg Bds, Srs 2019	2004B, 2009, 2011, 2011 Rfdg	73,945,000	8,321,522	
U/L Tax Sch Bldg & Rfdg Bds, Srs 2020A	2012, 2012A	199,630,000	50,067,475	
Totals:		\$ 1,115,490,000	\$ 172,144,758	

Cash Defeasance (Prepayment) Programs				
Action	Series Defeased	Principal Defeased	Total Savings	
Defeasance of Bonds (November 2018)	2010, 2011	\$ 7,515,000	\$ 2,064,461	
Defeasance of Bonds (February 2023)	2014	3,485,000	2,689,068	
Totals:		\$ 11,000,000	\$ 4,753,529	

Grand Total:	---	\$ 1,126,490,000	\$176,898,287	
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Since 2009, the District's debt management <sup>108</sup> bond refunding and cash defeasance strategies have generated \$176,898,287 of savings for District taxpayers!





# Summary of Callable Bonds Outstanding

## Summary of District's Call Provisions on Outstanding Bond Issues

Conroe Independent School District Summary of Callable Unlimited Tax Bonds Outstanding As of June 1, 2023						
Issue Description	Call Date	Principal Amount Outstanding	Principal Amount Callable	Callable Maturities	Final Maturity	Coupons on Callable Maturities
U/L Tax School Building & Refunding Bonds, Series 2014	02/15/2024	46,745,000	42,300,000	2025-2038	2038	4.00% - 5.00%
U/L Tax School Building & Refunding Bonds, Series 2014A	02/15/2024	70,135,000	65,675,000	2025-2039	2039	3.00% - 5.00%
U/L Tax Refunding Bonds, Series 2014B	02/15/2024	15,355,000	14,555,000	2025-2030	2030	4.00% - 5.00%
U/L Tax Refunding Bonds, Series 2015	02/15/2025	106,305,000	99,600,000	2026-2035	2035	3.00% - 5.00%
U/L Tax School Building & Refunding Bonds, Series 2016	02/15/2026	113,285,000	98,515,000	2027-2041	2041	3.00% - 5.00%
U/L Tax School Building & Refunding Bonds, Series 2016A	02/15/2026	182,275,000	154,660,000	2027-2042	2042	3.00% - 5.00%
U/L Tax Refunding Bonds, Series 2017	02/15/2027	89,995,000	53,325,000	2028-2035	2035	3.00% - 5.00%
U/L Tax School Building Bonds, Series 2018	02/15/2028	167,860,000	157,835,000	2029-2043	2043	3.25% - 5.00%
U/L Tax Refunding Bonds, Series 2019	Non-Callable	28,430,000	N/A	N/A	2026	N/A
U/L Tax School Building Bonds Series 2020	02/15/2030	112,425,000	101,760,000	2031-2045	2045	2.55% - 5.00%
U/L Tax School Building & Refunding Bonds, Series 2020A	02/15/2030	309,800,000	188,200,000	2031-2046	2046	2.25% - 5.00%
U/L Tax School Building Bonds Series 2022	02/15/2032	160,175,000	135,850,000	2033-2047	2047	2.50% - 4.00%
U/L Tax School Building Bonds Series 2022A	02/15/2032	147,500,000	103,760,000	2033-2047	2047	4.00% - 5.00%
Totals	---	\$1,550,285,000	\$ 1,216,035,000	---	---	---

**The District currently has \$1,216,035,000 of existing Fixed Rate bonds eligible to be repaid/refinanced prior to final maturity, of which \$475,305,000 are callable within the next 3 years.**



# Unlimited Tax Refunding Bonds, Series 2023

## Summary of Potential Bonds to be Refunded\*

Series	Maturity Date	Principal Amount *	Call Date/Price	Interest Rate	Series	Maturity Date	Principal Amount *	Call Date/Price	Interest Rate
Unlimited Tax School Building and Refunding Bonds, Series 2014	2/15/2025	\$4,945,000	2/15/2024 @ 100	5.000%	Unlimited Tax School Building and Refunding Bonds, Series 2014A	2/15/2030	6,695,000	2/15/2024 @ 100	3.750%
	2/15/2026	5,705,000	2/15/2024 @ 100	5.000%		2/15/2031	2,010,000	2/15/2024 @ 100	3.750%
	2/15/2027	6,780,000	2/15/2024 @ 100	5.000%		2/15/2032	2,085,000	2/15/2024 @ 100	3.750%
	2/15/2028	1,780,000	2/15/2024 @ 100	5.000%	(Continued)	2/15/2033	2,165,000	2/15/2024 @ 100	3.750%
	2/15/2029	1,870,000	2/15/2024 @ 100	5.000%		2/15/2034	2,250,000	2/15/2024 @ 100	3.750%
	2/15/2030	1,965,000	2/15/2024 @ 100	4.000%		***	***	***	***
	2/15/2031	2,105,000	2/15/2024 @ 100	4.000%		2/15/2037 (a)	\$2,230,000	2/15/2024 @ 100	5.000%
	2/15/2032	2,215,000	2/15/2024 @ 100	3.000%		2/15/2038 (a)	2,350,000	2/15/2024 @ 100	5.000%
	2/15/2033	2,330,000	2/15/2024 @ 100	4.000%		2/15/2039 (a)	2,465,000	2/15/2024 @ 100	5.000%
	2/15/2034	2,445,000	2/15/2024 @ 100	5.000%					
	2/15/2035	2,560,000	2/15/2024 @ 100	4.000%	Unlimited Tax Refunding Bonds, Series 2014B	2/15/2025	810,000	2/15/2024 @ 100	4.000%
	2/15/2036 (a)	2,565,000	2/15/2024 @ 100	5.000%		2/15/2026	825,000	2/15/2024 @ 100	4.000%
	2/15/2037 (a)	2,700,000	2/15/2024 @ 100	4.000%		2/15/2027	3,280,000	2/15/2024 @ 100	4.000%
	2/15/2038 (a)	2,335,000	2/15/2024 @ 100	5.000%		2/15/2028	3,245,000	2/15/2024 @ 100	4.000%
Unlimited Tax School Building and Refunding Bonds, Series 2014A	2/15/2027	\$5,875,000	2/15/2024 @ 100	5.000%		2/15/2029	3,210,000	2/15/2024 @ 100	4.000%
	2/15/2028	11,470,000	2/15/2024 @ 100	4.000%		2/15/2030	3,185,000	2/15/2024 @ 100	5.000%
	2/15/2029 (b)	6,150,000	2/15/2024 @ 100	4.000%					
	2/15/2029 (b)	5,280,000	2/15/2024 @ 100	3.750%					
Total Bonds to be Refunded:							<b>\$107,880,000</b>		

\* Preliminary, subject to change. Based on current federal tax law, represents the District's debt obligations that can be refunded on a tax-exempt basis on or after November 15, 2023.

(a) Represents a Term Bond.



# Unlimited Tax Refunding Bonds, Series 2023

## Estimated Debt Service Requirements and Interest Cost Savings

Fiscal Year Ending (8/31)	Current Debt Service Requirements	Less: Debt Service on the Refunded Bonds*	Plus: The Series 2023 Refunding Bonds		Total Debt Service Requirements	Estimated Debt Service Savings (b)
			Principal*	Interest (a)		
2023	\$137,026,873				\$137,026,873	
2024	130,565,548	\$4,822,438	\$670,000	\$3,693,367	130,106,477	
2025	124,827,098	10,437,613	5,075,000	4,898,875	124,363,360	<b>\$463,738</b>
2026	124,827,523	10,913,663	5,825,000	4,626,375	124,365,235	<b>462,288</b>
2027	123,348,723	19,777,563	15,220,000	4,100,250	122,891,410	<b>457,313</b>
2028	123,349,873	19,616,788	15,835,000	3,323,875	122,891,960	<b>457,913</b>
2029	123,349,866	18,960,038	15,975,000	2,528,625	122,893,454	<b>456,413</b>
2030	114,096,873	13,707,806	11,405,000	1,844,125	113,638,191	<b>458,681</b>
2031	114,098,866	5,633,213	3,710,000	1,466,250	113,641,904	<b>456,963</b>
2032	114,099,854	5,633,431	3,900,000	1,276,000	113,642,423	<b>457,431</b>
2033	114,097,173	5,635,119	4,100,000	1,076,000	113,638,054	<b>459,119</b>
2034	114,098,485	5,632,963	4,310,000	865,750	113,641,273	<b>457,213</b>
2035	81,283,623	3,343,450	2,180,000	703,500	80,823,673	<b>459,950</b>
2036	81,281,585	3,233,125	2,180,000	594,500	80,822,960	<b>458,625</b>
2037	80,795,893	5,410,750	4,525,000	426,875	80,337,018	<b>458,875</b>
2038	78,397,663	4,925,375	4,260,000	207,250	77,939,538	<b>458,125</b>
2039	75,356,825	2,526,625	2,015,000	50,375	74,895,575	<b>461,250</b>
2040	75,355,925				75,355,925	
2041	75,355,925				75,355,925	
2042	75,355,925				75,355,925	
2043	56,256,331				56,256,331	
2044	41,250,213				41,250,213	
2045	41,252,218				41,252,218	
2046	33,355,068				33,355,068	
2047	21,054,881				21,054,881	
<b>Totals</b>	<b>\$2,274,138,824</b>	<b>\$140,209,956</b>	<b>\$101,185,000</b>	<b>\$31,681,992</b>	<b>\$2,266,795,859</b>	<b>\$6,883,894</b>
<b>Present Value Savings:</b>						<b>4.926%</b>

\* Preliminary, subject to change.

(a) Interest estimated at current market tax-exempt interest rates, for illustrative purposes only.

(b) Includes estimated transaction costs and any necessary debt service fund transfers.



# Tentative Schedule of Events

**\$101,185,000\***

## Unlimited Tax Refunding Bonds, Series 2023

August - 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September - 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October - 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November - 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Date	Action	Role
<b>Tuesday, August 15, 2023</b>	<b>Board Meeting</b> Review Schedule of Events, Plan of Finance and Approve Parameter Order	CISD, BOKFS, OHS
Wednesday, August 16, 2023	Submit PSF Guarantee Application	BOKFS
Monday, August 28, 2023	First Draft of Preliminary Official Statement ("POS")	BOKFS, OHS
Tuesday, September 5, 2023	Receive PSF Guarantee Preliminary Approval	CISD, FA
Monday, September 11, 2023	Second Draft of POS	CISD, BOKFS, OHS, UW
Monday, September 25, 2023	Third Draft of POS	CISD, BOKFS, OHS, UW
Week of September 25, 2023	Rating Agency Calls	CISD, FA
Week of October 2, 2023	Underwriter Due Diligence Call	CISD, FA, BC, UW
Friday, October 6, 2023	Final Draft of POS	CISD, BOKFS, OHS, UW
Monday, October 9, 2023	Print/Distribute POS	BOKFS
<b>Tuesday, October 17, 2023</b>	<b>Bond Pricing/Sale - Lock in Interest Rates</b> Approval of Bond Sale by Pricing Officer	CISD, BOKFS, OHS, UW
<b>Thursday, November 16, 2023</b>	<b>Bond Closing/Delivery</b>	CISD, BOKFS, OHS, UW



# Overview of Cash Defeasance

## Summary of Potential Bonds to be Defeased\*

The District has an opportunity to defease/pay-off a portion of its outstanding debt for interest cost savings and to assist in the management the 2023/2024 Debt Service Tax Rate. Below is a summary of the proposed Bond to be Defeased:

Series	Maturity Date	Original Principal Amount	Principal Amount to be Defeased *	Call Date/Price	Interest Rate	Remaining Principal Amount
Unlimited Tax School Building & Refunding Bonds, Series 2016	2/15/2027 ***	\$6,180,000 ***	\$1,500,000 (a) ***	2/15/2026 @ 100 ***	5.000% ***	\$4,680,000 ***
	2/15/2038	6,550,000	1,175,000 (a)	2/15/2026 @ 100	5.000%	5,375,000
	2/15/2039	6,885,000	6,885,000	2/15/2026 @ 100	5.000%	0
<b>Totals:</b>		<b><u>\$19,615,000</u></b>	<b><u>\$9,560,000</u></b>			<b><u>\$10,055,000</u></b>

\* Preliminary, subject to change.

(a) Represents a partial defeasance of stated maturity.



# Overview of Cash Defeasance

Fiscal Year Ending (8/31)	Current Total Debt Service	Less: Proposed Cash Defeasance (Series 2016 Bonds)			Total Debt Service	Estimated Debt Service Difference
		Principal	Interest	Debt Service to Call *		
2024	\$137,026,873		\$239,000	\$10,066,945	\$136,787,873	\$239,000
2025	130,565,548		478,000		130,087,548	478,000
2026	124,827,098		478,000		124,349,098	478,000
2027	124,827,523	\$1,500,000	440,500		122,887,023	1,940,500
2028	123,348,723	0	403,000		122,945,723	403,000
2029	123,349,873	0	403,000		122,946,873	403,000
2030	123,349,866	0	403,000		122,946,866	403,000
2031	114,096,873	0	403,000		113,693,873	403,000
2032	114,098,866	0	403,000		113,695,866	403,000
2033	114,099,854	0	403,000		113,696,854	403,000
2034	114,097,173	0	403,000		113,694,173	403,000
2035	114,098,485	0	403,000		113,695,485	403,000
2036	81,283,623	0	403,000		80,880,623	403,000
2037	81,281,585	0	403,000		80,878,585	403,000
2038	80,795,893	1,175,000	373,625		79,247,268	1,548,625
2039	78,397,663	6,885,000	172,125		71,340,538	7,057,125
2040	75,356,825				75,356,825	
2041	75,355,925				75,355,925	
2042	67,656,013				67,656,013	
2043	56,256,331				56,256,331	
2044	41,250,213				41,250,213	
2045	41,252,218				41,252,218	
2046	33,355,068				33,355,068	
2047	21,054,881				21,054,881	
<b>Totals</b>	<b>\$2,191,082,986</b>	<b>\$9,560,000</b>	<b>\$6,211,250</b>	<b>\$10,066,945</b>	<b>\$2,175,311,736</b>	<b>\$15,771,250</b>
<b>Cost of Defeasance (a):</b>						<b>\$10,081,945</b>
<b>Debt Service Savings:</b>						<b>\$5,689,305</b>

\* Preliminary, subject to change.

(a) Includes a cash deposit of approximately \$10,084,838 and estimated costs of issuance of \$15,000. Preliminary, subject to change.



# Tentative Schedule of Events

## Partial Cash Defeasance of Unlimited Tax School Building and Refunding Bonds, Series 2016

August - 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January - 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February - 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

### Date

### Action

### Role

Tuesday, August 15, 2023

**Board Meeting**

Review Schedule of Events, Plan of Finance and Approve  
Escrow and Defeasance Resolution

CISD, BOKFS, OHS

Thursday, February 1, 2024

Solicit Bids, Structure, Size and Verify Defeasance Escrow

CISD, BOKFS, OHS

Thursday, February 15, 2024

Defeasance/Pay-Off Closing

CISD, BOKFS, OHS

**Consider and Approve Order Authorizing the Issuance, Sale, and Delivery of Conroe Independent School District Unlimited Tax Refunding Bonds, in one or more Series; Authorizing the Superintendent and Chief Financial Officer to Approve the Amount, the Interest Rate, Price, Redemption Provisions, and Terms Thereof and Certain Other Procedures and Provisions Related Thereto; and Containing Other Matters Related Thereto**

**Recommendation:**

That the Conroe Independent School District Board of Trustees approve Order Authorizing the Issuance, Sale and Delivery of Conroe Independent School District Unlimited Tax School Refunding Bonds, in one or more Series; Authorizing the Superintendent and Chief Financial Officer to Approve the Amount, the Interest Rate, Price, Redemption Provisions and Terms Thereof and Certain Other Procedures and Provisions Related Thereto; and Containing Other Matters Related to the Redemption Prior to Maturity of Certain Outstanding Bonds; and Enacting Other provisions Related Thereto; as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null Superintendent of Schools.

**Explanation:**

Attached for your review is a DRAFT Parameter Order for the sale of Conroe Independent School District Unlimited Tax School Refunding Bonds, as prepared by Orrick LLP. the District's Bond Counsel.

The District expects to issue approximately \$107.9 million in refunding bonds to refund portions of our 2014 and 2014A series bonds. The current estimated savings in debt service is approximately \$6.9 million. This represents a savings of approximately 4.9% on the projected debt service for the refunded bonds. In addition to BOKF as the District's Financial Advisor (John Robuck), the District's recommended Financial Team is as follows:

Underwriters

Senior Manager:

Co-Managers:

Piper Sandler and Co. (Kit Caldwell)

Crews & Associates (Spencer Curry)

Raymond James (Deborah Jones)

SAMCO (Heath Barber)

Morgan Stanley (Stephanie Henning)

**Policy Reference:** Legal Board Policy BAA

Recommended by:

Dr. Curtis Null

*Superintendent of Schools*

Submitted by:

Darrin Rice

*Chief Financial Officer*



**ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CONROE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2023, IN ONE OR MORE SERIES; AUTHORIZING A PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATES, PRICE, REDEMPTION PROVISIONS AND TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AND CONTAINING OTHER MATTERS RELATED THERETO**

WHEREAS, the Conroe Independent School District (the “District”) has heretofore issued certain unlimited tax bonds (hereinafter defined as the “Refundable Bonds”) that are identified in Exhibit B hereto;

WHEREAS, the District is authorized by Chapter 1207, Texas Government Code, as amended, to issue refunding bonds for the purpose of refunding bonds (hereinafter defined as the “Refunded Bonds”) that the District desires to refund in advance of their maturities and to accomplish such refunding by (i) depositing directly with any place of payment for the Refunded Bonds or with any trust company or commercial bank that does not act as a depository for the District and is named by the District as the Escrow Agent (as herein defined), or (ii) depositing directly with the paying agent for the Refunded Bonds, proceeds from the sale of such refunding bonds, together with any other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and pursuant to such chapter such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds;

WHEREAS, the District desires to either (i) enter into an escrow agreement(s) with the Escrow Agent (hereinafter defined), as authorized in Chapter 1207, Texas Government Code, as amended, or (ii) make a deposit(s) with the paying agent for the Refunded Bonds, pursuant to which proceeds of the refunding bonds herein authorized, together with any other available funds, will be deposited, invested and applied in a manner sufficient to provide for the full and timely payment of all principal of, premium, if any, and interest on the Refunded Bonds;

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit with the paying agent for the Refunded Bonds or the creation of the escrow referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement(s), if any, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the order authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased;

WHEREAS, it is hereby found and determined that the refunding must result in a net present value savings of at least three percent (3.0%) of the Refunded Bonds, or any series thereof, and that such benefit is sufficient consideration and constitutes the public purpose for the issuance of the Bonds (as herein defined) and the refunding of the Refunded Bonds, and such refunding is in the best interests of the District; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and

some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the District qualifies as an “Issuer” under Chapter 1371, Texas Government Code;

WHEREAS, pursuant to Sections 1207.007 and 1371.053, Texas Government Code, as amended, the District wishes to authorize the Pricing Officers herein designated to act on behalf of the District as herein provided;

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

**1. Definitions.** Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

The term “Accreted Value” shall mean the original principal amount of a Premium Capital Appreciation Bond plus the initial premium, if any, paid therefor with interest thereon compounded semiannually on the dates established by a Pricing Officer (each such date being an “Accretion Date”) as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on an Accretion Date), at the stated yield shown therefor in the Table of Accreted Values set forth in the Pricing Certificate. For any date other than an Accretion Date, the Accreted Value shall be determined by a straight-line interpolation between the values for the applicable semi-annual compounding dates, based on 30-day months.

The term “Attorney General” shall mean the Attorney General of Texas.

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

The term “Bond Purchase Agreement” shall mean the agreement(s) between the District and the Purchasers providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to Section 21 of this Order.

The term “Bonds” shall mean the Conroe Independent School District Unlimited Tax Refunding Bonds, Series 2023, or any series thereof, authorized in this Order, unless the context clearly indicates otherwise.

The term “Business Day” shall mean any day which is not a Saturday, Sunday, a day on which a Paying Agent/Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

The term “Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

The term “Current Interest Bonds” shall mean those Bonds maturing on the dates, in each of the years and in the principal amounts set forth in the Pricing Certificate.

The term “Debt Service Fund” shall mean the interest and sinking fund(s) (one or more) established by the District pursuant to Section 20 of this Order.

The term “District” shall mean the Conroe Independent School District, and any successor to its duties and functions.

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

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

The term “Escrow Agent” shall mean a trust companies or commercial banks as described in Section 1207.061, Texas Government Code, as amended, as determined by the Pricing Officer in the Pricing Certificate, serving in the capacity of escrow agent for the any series Refunded Bonds.

The term “Escrow Agreement” shall mean the Escrow Agreement(s), if any, between the District and the Escrow Agent(s), substantially in the form previously approved by the District in the past and as approved by a Pricing Officer pursuant to Section 25 of this Order.

The term “Interest Payment Date”, when used with respect to the Current Interest Bonds, shall mean the date(s) determined by a Pricing Officer and set forth in a Pricing Certificate.

“Investor Letter” shall mean the shall mean the letter agreement(s) between the District and the Purchaser(s) providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to Section 21 of this Order.

The term “Issuance Date” shall mean the date on which the Bonds, or any series thereof, are delivered to and paid for by a Purchaser.

The term “Maturity Amount,” as used with respect to any Premium Capital Appreciation Bond, shall mean the amount paid to the Owner thereof at maturity, which shall include both principal and accrued interest.

The term “MSRB” shall mean the Municipal Securities Rulemaking Board.

The term “Maximum Rate” shall mean the maximum “net effective interest rate” allowable under Section 1204.006, Texas Government Code, as amended, currently 15%.

The term “Order” as used herein and in the Bonds shall mean this order authorizing the Bonds.

The term “Outstanding,” when used with respect to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond canceled by or on behalf of the District at or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

The term “Owner” or “Registered Owner” shall mean any person who shall be the registered owner of any outstanding Bond or series thereof.

The term “Paying Agent/Registrar” shall mean a person, including a trust company or commercial bank, authorized to serve as paying agent and registrar for the Bonds or any series thereof under Texas law, as determined by the Pricing Officer in a Pricing Certificate, serving in the capacity of paying agent and registrar for the Bonds.

The term “Premium Capital Appreciation Bonds” shall mean those Bonds issued in the principal amounts maturing on the dates, in each of the years and in the Maturity Amounts set forth in the Pricing Certificate.

The term “Pricing Certificate” shall mean a certificate of a Pricing Officer authorizing a series of Bonds as provided in accordance with Section 21 of this Order.

The term “Pricing Officer” shall mean one or more of the following: the President or the Secretary or Assistant Secretary of the Board of Trustees, the Superintendent of Schools or the Chief Financial Officer.

The term “Purchaser” shall mean either: (i) an underwriting syndicate named on the cover page of an Official Statement authorized pursuant to Section 31 hereof; (ii) the winning bidder of any competitive sale as described in Section 21 hereof; or (iii) the purchasers of any series of the Bonds pursuant to a private placement as described in Section 21 hereof.

The term “Record Date” shall mean the last business day of the month next preceding each Interest Payment Date.

The term “Refundable Bonds” shall mean those bonds identified in Exhibit B hereto that are Outstanding on the date of the sale of the Bonds.

The term “Refunded Bonds” shall mean one or more Refundable Bonds selected in accordance with Section 2(b) of this Order, which are deemed to be paid, retired and no longer outstanding as a result of the deposit of the proceeds of any series of Bonds, together with other available funds of the District, if any, in an amount sufficient to defease such Refunded Bonds, as authorized by Chapter 1207 and the orders authorizing the Refunded Bonds.

The term “Register” shall mean, with respect to any series of Bonds, the books of registration kept by the Paying Agent/Registrar(s) in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

The term “Report” shall have the meaning assigned in an Escrow Agreement.

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

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

All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of each series of the Bonds authorized by this Order and the validity of the levy of ad valorem taxes to pay the principal of and interest on such Bonds.

## **2. Name, Amount, Purpose and Authorization.**

(a) The Bonds, to be known and designated as the CONROE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2023, which may be issued in one or more tranches or series (to be determined in an Pricing Certificate), shall be issued in fully registered form, without coupons, in an aggregate principal amount not to exceed ONE HUNDRED TWENTY TWO MILLION FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$122,530,000) for the purposes of (i) providing funds to refund the Refunded Bonds and (ii) paying costs of issuance of the Bonds and of refunding the Refunded Bonds. The Bonds are issued pursuant to Chapters 1207 and 1371, Texas Government Code, as amended, and all other applicable law.

(b) The principal amount of any series of Bonds shall be established by a Pricing Officer in an amount necessary to provide funds sufficient to refund the Refunded Bonds applicable to such series and pay the costs associated with the refunding of the Refunded Bonds and the issuance of such Bonds; provided, however, that the following conditions shall be met for the issuance of the Bonds: in establishing the aggregate principal amount of any series of Bonds, a Pricing Officer shall establish the principal amount of such Bonds (including the aggregate principal amount of Bonds to be issued as Current Interest Bonds and the aggregate principal amount of Bonds to be issued as Premium Capital Appreciation Bonds) in an aggregate principal amount (of all Bonds issued pursuant to this Order) not to exceed the amount authorized in subsection (a) of this Section, which amount shall be sufficient to provide for the defeasance of the Refunded Bonds (as determined by a Pricing Officer) and which results, with respect to any series of Bonds, in (i) a target present value savings for the refunding of at least three percent (3.0%) of the Refunded Bonds; and (ii) the latest maturity date of the Bonds will not exceed the latest maturity date of the Refunded Bonds refunded by such series of Bonds.

In exercising the authority granted to a Pricing Officer to sell Bonds for the purpose of refunding Refunded Bonds, such Pricing Officer, acting severally and individually, may exercise

any authority granted under Chapters 1207 and 1371, Texas Government Code (as in effect on the date a Pricing Officer effectuates the sale of the Bonds), including, without limitation, (i) the selection of the particular maturities and principal amounts of the Refundable Bonds to be refunded (including the execution and delivery of any notices of redemption required in connection therewith) and (ii) establishing the terms and details related to the issuance and sale of any series of the Bonds, including whether the Bonds shall be sold by means of a negotiated sale, a competitive sale or a private placement.

**3. Date, Denomination, Interest Rate and Maturities.**

(a) Interest on Current Interest Bonds shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on Premium Capital Appreciation Bonds shall accrete on each Accretion Date until maturity or prior redemption. The Bonds shall bear interest at the fixed rate or rates of interest per annum (which interest rate shall not exceed the Maximum Rate), calculated on the basis of a 360-day year composed of twelve 30-day months, determined in accordance with the procedures for the sale of the Bonds set forth in Section 21 of this Order. The Bonds shall mature and become payable on the dates and in each of the years and amounts (either through serial maturities or mandatory redemptions of term bonds) as determined by a Pricing Officer pursuant to Section 21 of this Order; provided that no Bond shall mature more than forty (40) years after the dated date thereof.

(b) Any initial Current Interest Bond and each Current Interest Bond authenticated prior to the first Record Date for the Bonds shall bear interest from the date thereof. Each Current Interest Bond authenticated on or after the first Record Date for the Current Interest Bonds shall bear interest from the Interest Payment Date immediately preceding the date of authentication, unless such Current Interest Bond is authenticated after any Record Date but on or before the next following Interest Payment Date, in which case such Current Interest Bond shall bear interest from such next following Interest Payment Date; provided, however, that if at the time of delivery of any exchange or replacement Current Interest Bond the interest on the Current Interest Bond that it replaces or for which it is being exchanged is due but has not been paid, then such Current Interest Bond shall bear interest from the date to which such interest has been paid in full. The Current Interest Bonds of any series will be dated as of the date determined by a Pricing Officer pursuant to Section 21 of this Order and shall be issued initially in denominations equal to the entire principal amount of each scheduled maturity of such Current Interest Bonds. The Current Interest Bonds of any series shall initially be evidenced by an initial Current Interest Bond numbered IR-1, and thereafter by definitive bonds numbered in sequence beginning with R-1. Any Current Interest Bond delivered on transfer of or in exchange for a Current Interest Bond or Current Interest Bonds shall be numbered in order of its authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or an integral multiple thereof (or such other denomination as determined by a Pricing Officer at the time of the sale of such Bonds), and shall mature on the same date and bear interest at the same rate as the Current Interest Bond or Current Interest Bonds in lieu of which it is delivered. Interest on the Current Interest Bonds shall be payable in the manner provided in the Form of Current Interest Bond attached hereto in Exhibit A.

(c) The Premium Capital Appreciation Bonds shall bear interest from the Issuance Date thereof. The Premium Capital Appreciation Bonds of any series will be dated as of the date determined by a Pricing Officer pursuant to Section 21 of this Order and shall be issued initially

in denominations equal to the entire principal amount of each scheduled maturity of the Premium Capital Appreciation Bonds. The Premium Capital Appreciation Bonds of any series shall initially be evidenced by an initial Premium Capital Appreciation Bond numbered ICR-1, and thereafter by definitive bonds numbered in sequence beginning with CR-1. Any Premium Capital Appreciation Bond of any series delivered on transfer of or in exchange for a Premium Capital Appreciation Bond or Premium Capital Appreciation Bonds shall be numbered in order of its authentication by the Paying Agent/Registrar, shall be in the Maturity Amount of \$5,000 or any integral multiple thereof (or such other denomination as determined by a Pricing Officer at the time of the sale of the Bonds), and shall mature on the same date and bear interest at the same rate as the Premium Capital Appreciation Bond or Premium Capital Appreciation Bonds in lieu of which it is delivered. Interest on the Premium Capital Appreciation Bonds shall be payable in the manner provided in the Form of Premium Capital Appreciation Bond attached hereto in Exhibit A.

**4. Execution of Bonds; Seal.** The Bonds shall be signed by the President or the Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

**5. Approval by Attorney General; Registration by Comptroller.** The Bonds of any series to be initially issued shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President or the Vice President and the Secretary or Assistant Secretary of the Board are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President or the Vice President and the Secretary or Assistant Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of a series of Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Exhibit A of this Order, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

**6. Authentication.** Except for the Bonds of any series to be initially issued, which need not be authenticated by a Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Exhibit A to this Order, manually executed by an authorized representative of a Paying Agent/Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate

of authentication shall be conclusive evidence that the Bond so authenticated was delivered by a Paying Agent/Registrar hereunder.

**7. Payment of Principal and Interest.** Upon the selection and approval by a Pricing Officer in a Pricing Certificate, the Paying Agent/Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is attached hereto as Exhibit C, which is hereby authorized and approved by the Board and which a Pricing Officer is hereby authorized to execute. The Pricing Officers of the District, acting severally and individually, are each hereby authorized to execute, attest and affix the District's seal to a Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Paying Agent/Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to a Paying Agent/Registrar in its capacity as registrar or paying agent for Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. Subject to the provisions of Section 16 of this Order, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be canceled as provided herein.

The principal and Maturity Amount of Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of a Paying Agent/Registrar. The interest on each Current Interest Bond shall be payable by check on the Interest Payment Date and mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date to the address of such Owner as shown on the Register. Any accrued interest payable at maturity or redemption on a Current Interest Bond shall be paid upon presentation and surrender of such Bond at the principal payment office of the Paying Agent/Registrar.

If the date for payment of the principal or Maturity Amount of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

**8. Successor Paying Agent/Registrars.** The District covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for such Bonds. The District reserves the right to change the Paying Agent/Registrar for any series of Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on such Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each



Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

**9. Special Record Date.** If interest on any Current Interest Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. Such Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of record of an affected Current Interest Bond as of the close of business on the Business Day prior to the mailing of such notice.

**10. Ownership; Unclaimed Principal and Interest.** The District, any Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal or Maturity Amount of and interest on Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the District upon receipt by the Paying Agent/Registrar of a written request therefor from the District. The Paying Agent/Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

**11. Registration, Transfer and Exchange.** As long as any Bonds remain Outstanding, each Paying Agent/Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order. If any series of Bonds are issued pursuant to an Investor Letter, any such transfer will be further subject to the terms of transfer described in such Investor Letter.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds,

registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount or Maturity Amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of each Paying Agent/Registrar for such Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount or Maturity Amount of the Bond or Bonds presented for exchange. Each Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or any Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of such Paying Agent/Registrar for such transfer or exchange shall be paid by the District.

A Paying Agent/Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

**12. Book-Entry Only System.** Unless otherwise determined by the Pricing Officer in the Pricing Certificate, the definitive Bonds of any series shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Unless otherwise determined by the Pricing Officer in the Pricing Certificate, upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 15 hereof, all of such Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of any series of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word “Cede & Co.” in this Order shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and any Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and any Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to such Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register, of any amount with respect to principal or Maturity Amount of Bonds, premium, if any, or interest on the Bonds.

Except as provided in Section 15 of this Order, the District and each Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal or Maturity Amount, of premium, if any, and of interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. each Paying Agent/Registrar shall pay all principal or Maturity Amount of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal or Maturity Amount, of premium, if any, and of interest on Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

**13. Payments and Notices to Cede & Co.** Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or Maturity Amount, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

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

**15. Mutilated, Lost or Stolen Bonds.** Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, each Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount or Maturity Amount bearing a number not contemporaneously outstanding. The District or any Paying Agent/Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of such Paying Agent/Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and each Paying Agent/Registrar shall

authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount or Maturity Amount, bearing a number not contemporaneously outstanding. The District or a Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(a) furnish to the District and any Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

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

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of such Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the District and such Paying Agent/Registrar.

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

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize a Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

**16. Cancellation of Bonds.** All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. Each Paying Agent/Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

**17. Redemption Prior to Maturity.** The Bonds of any series shall be subject to redemption prior to maturity on such dates, at such prices and in such amounts as shall be provided in each Pricing Certificate and upon the terms and conditions set forth in Exhibit A to this Order.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption

price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

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

Except as otherwise specified in the Officer's Pricing Certificate, the Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

**18. Forms.** The forms of the Current Interest Bonds and the Premium Capital Appreciation Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to each series of Bonds initially issued shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions and variations as determined by a Pricing Officer, including any insurance legend or statement, as may be necessary or desirable and not prohibited by this Order.

**19. Opinion of Bond Counsel; CUSIP.** The approving opinion of a nationally recognized bond counsel and CUSIP Numbers may be printed on Bonds, as determined by a Pricing Officer in a Pricing Certificate, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of such Bonds.

**20. Debt Service Fund; Tax Levy.** A special fund(s) to be designated "Conroe Independent School District Unlimited Tax Refunding Bonds, Series 2023 Debt Service Fund" (or as otherwise designated in a Pricing Certificate)(the "Debt Service Fund") is hereby created. The proceeds from (i) all taxes levied, assessed and collected for and on account of each series of Bonds authorized by this Order and (ii) state aid, if any, that is required by law to be deposited into the

Debt Service Fund shall be deposited, as collected, in the Debt Service Fund. Money on deposit in the Debt Service Fund may, at the option of the District, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in the Debt Service Fund may be invested with other money of the District in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund. Money in the Debt Service Fund may, to the extent necessary, be used to make any required payments to the federal government under the Code to assure that interest on Bonds is excludable from gross income for federal income tax purposes.

While any series of Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the District, without legal limit as to rate or amount, sufficient to pay the interest on such Bonds as the same becomes due and to pay each installment of the principal of such Bonds as the same matures, full allowance being made for delinquencies and costs of collection; provided, however, that the amount of tax levied shall take into account the proceeds of state aid payments, if any, on deposit in the Debt Service Fund for such Bonds and required for compliance with Section 45.0031, Texas Education Code. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds and to no other purpose.

**21. Sale and Delivery of Bonds, Approval of Bond Purchase Agreement, Insurance, Purchaser's Bid or Investor letter; Rating.** A Pricing Officer, acting severally and individually, is hereby authorized to act for and on behalf of the District in connection with the issuance and sale of any series of Bonds. In that capacity, a Pricing Officer, acting for and on behalf of the District, shall determine (a) the date for issuance and sale of such Bonds and (b) subject to the limitations of Sections 2 and 3, the aggregate principal amount and the principal amortization schedule for such Bonds, the rate or rates of interest to be borne by such Bonds, the price of the Bonds (which shall be not less than ninety-five percent (95%) of the par amount of the Bonds, plus any accrued interest thereon), the dates on which such interest shall be payable, the terms, if any, on which such Bonds shall be subject to optional and mandatory redemption and other terms and conditions relating to the issuance, sale and delivery of the Bonds including the determination to utilize or not utilize municipal bond insurance or the Permanent School Fund Guarantee Program of the State of Texas, all as shall be set forth in the Pricing Certificate for each series; provided, that at the time of issuance of any series of Bonds, a Pricing Officer, on behalf of the District, shall deliver a written certificate (i) stating that the parameters set forth in Section 2(b) have been satisfied (including a statement as to the present value savings as a percent of the Refunded Bonds), (ii) identifying the Refunded Bonds and setting forth the terms and details for the redemption prior to maturity (if applicable) of the Refunded Bonds and (iii) setting forth the amount of proceeds of the Bonds to be deposited with the paying agent for the Refunded Bonds or in the escrow fund established in accordance with an Escrow Agreement.

A Pricing Officer, acting severally and individually, is authorized to determine whether the Bonds will be issued in one or more series and whether any series of the Bonds will be sold by means of a negotiated sale, a competitive sale or a private placement. As applicable, a Pricing Officer, acting severally and individually, is authorized to: (i) designate in a Pricing Certificate and Bond Purchase Agreement the senior managing underwriter for the Bonds and such additional underwriters as he or she deems appropriate; (ii) designate the Purchaser in a Pricing Certificate and by means of acceptance of a bid the Purchaser in a competitive sale as he or she deems appropriate; or (iii) designate in a Pricing Certificate and Investor Letter such Purchaser in a private placement as he or she deems appropriate, in each case to assure that each series of Bonds are sold on the most advantageous terms to the District; and, a Pricing Officer, acting severally and individually, for and on behalf of the District, is authorized to execute and deliver a Bond Purchase Agreement, Purchaser's bid or Investor Letter providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to this Section 21. Any such Bond Purchase Agreement, Purchaser's Bid or Investor Letter shall be substantially in the form and substance previously approved by the Board or commonly approved by other boards of trustees (as determined by a nationally recognized bond counsel) in connection with the authorization of unlimited tax bonds with such changes as are acceptable to a Pricing Officer. In the event any Bond Purchase Agreement or any Investor Letter shall not be executed, or any Purchaser's bid has not been executed and accepted by a Pricing Officer on or before 5:00 p.m. on the 180<sup>th</sup> day after the date of the approval of this Order, the delegation to a Pricing Officer pursuant to this Order shall cease to be effective unless the District shall act to extend such delegation.

The obligation of the Purchaser to accept delivery of the Bonds shall be subject to the Purchaser being furnished with the final, approving opinion of a nationally recognized bond counsel determined by a Pricing Officer in a Pricing Certificate, which opinion shall be dated as of and delivered on the date of delivery of the Bonds to the Purchaser.

The District hereby acknowledges that the sale of any series of the Bonds may be contingent upon the guarantee of the Permanent School Fund of the State of Texas or the issuance of a policy of municipal bond insurance. A Pricing Officer is authorized to apply for and pay any costs associated with (i) the guarantee of the principal of and interest on Bonds by the Permanent School Fund of the State of Texas or (ii) one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on Bonds, which guarantee or insurance shall be specified in a Pricing Certificate; and, any acts of a Pricing Officer relating to applications for any such guarantee or insurance are hereby authorized, approved, ratified and confirmed. The Pricing Certificate may contain provisions related to the Permanent School Fund or bond insurance policies, if any, including payment provisions thereunder, and the rights of the bond insurer(s), and any such provisions shall be read and interpreted as an integral part of this Order. The appropriate officials and representatives of the District are hereby authorized and directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such guarantee or insurance, and the printing on Bonds of an appropriate legend or statement regarding such guarantee or insurance, as provided by the Texas Education Agency or a bond insurer for Bonds, is hereby approved.

The Pricing Officers, each acting severally and individually, are hereby authorized to take such action as they deem necessary or appropriate in seeking ratings on the Bonds from one or more nationally recognized rating agencies, and any such action is hereby ratified and confirmed.

**22. Covenants to Maintain Tax Exempt Status.** For any Bonds for which the District intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable temporary, proposed and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Bonds: For this purpose, the District covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants:

- (a) The District will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the District and (ii) to pay the costs of issuing the Bonds.
- (b) The District will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.
- (c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the District and investment earnings on such collections.
- (d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.
- (e) At all times while the Bonds are outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the District will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.



- (f) The District will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.
- (g) The District represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.
- (h) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the District will
  - (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six years after the day on which the last outstanding Bond is discharged,
  - (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.
- (i) The District will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.
- (j) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

- (k) The District will not issue or use the Bonds as part of an “abusive arbitrage device” (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.
- (l) Proper officers of the District charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the District's expectations. On or after the date of issuance of the Bonds, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.
- (m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the District.

In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the District's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

**23. Qualified Tax Exempt Obligations.** If so determined by a Pricing Officer, the District may designate any series of Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. With respect to any such designation as determined by a Pricing Officer, the District represent the following: (a) that during the calendar year 2023 (or 2024 if so designated by a Pricing Officer), the District (including all entities which issue obligations on behalf of the District), has not designated nor will designate obligations, which when aggregated with the Bonds will result in more than \$10,000,000 of “qualified tax-exempt obligations” as defined in the Code being issued and (b) that the District has examined its financing needs for such calendar year and reasonably anticipates that the amount of bonds, leases, loans or other obligations, together with the Bonds and any other tax-exempt obligations heretofore issued by the District (plus those of all entities which issue obligations on behalf of the District) during such calendar year), when the higher of the face amount or the issue price of each such tax-exempt obligation issued for such calendar year by the District is taken into account, will not exceed \$10,000,000 within the meaning of the Code.

**24. Use of Proceeds; Transfer from Existing Interest and Sinking Fund for Refunded Bonds.** Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as follows, as may be further modified by a Pricing Officer in a Pricing Certificate:

(a) An amount equal to the sum of the accrued interest on the Current Interest Bonds shall be deposited into the Debt Service Fund;

(b) Proceeds from the sale of the Bonds in an amount determined by a Pricing Officer (together with funds, if any, provided by the District) shall be applied to establish an escrow fund or to make a cash deposit to refund the Refunded Bonds, as more fully provided below;

(c) An amount equal to the costs of issuance of the Bonds, as approved by the District, shall be applied to pay such costs as the District may arrange; and

(d) Any proceeds of Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

**25. Escrow Agreement or Deposit with Paying Agent for Refunded Bonds.** The discharge and defeasance of the Refunded Bonds shall be effectuated by either a cash deposit with the paying agent for the Refunded Bonds or pursuant to the terms and provisions of an Escrow Agreement, the terms and provisions of which are to be approved by a Pricing Officer:

(a) to minimize the District's costs of refunding;

(b) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds; and

(c) to carry out the other intents and purposes of this Order, including the execution of an Escrow Agreement, if applicable, and any Pricing Officer is hereby authorized to execute, attest and deliver such Escrow Agreement on behalf of the District in multiple counterparts.

**26. Redemption of Refunded Bonds.**

(a) To maximize the District's present value savings and to minimize the District's costs of refunding, the District hereby authorizes and directs that certain of the Refunded Bonds shall be called for redemption prior to maturity in the amounts, on the dates and at the redemption prices determined by a Pricing Officer in accordance with Section 21 of this Order, and a Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption and/or a notice of defeasance to the holders or paying agent/registrars, as appropriate, of such Refunded Bonds, and, if required, to publish such notices, all in the manner required by the documents authorizing the issuance of such Refunded Bonds.

(b) Any Pricing Officer or their designee are hereby authorized and directed to take all necessary and appropriate action to give or file, or to cause to be given or filed, material events notices with respect to the Refunded Bonds, as required by the orders authorizing the issuance of the Refunded Bonds and the Rule (as hereinafter defined).

**27. Purchase of Escrowed Securities.** If an Escrow Agreement is utilized, to assure the purchase of the Escrowed Securities referred to in such Escrow Agreement, a Pricing Officer is hereby authorized to subscribe for, agree to purchase and purchase obligations of the United States of America or other securities authorized by law, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report to be attached to such Escrow Agreement, and to execute any and all subscriptions, agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

**28. Continuing Disclosure Undertaking.**

(a) Unless otherwise determined by a Pricing Officer, the District shall provide annually to the MSRB within six months after the end of each fiscal year, financial information and operating data with respect to the District of the general type included in any final Official Statement authorized by Section 31 of this Order, being the information described in “Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT” (Tables 1 and 3 through 12) and in Appendix D. The District shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the District shall provide unaudited financial statements for the applicable fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB’s internet web site or (ii) filed with the SEC.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices of determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clause (12), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the District, or if jurisdiction has been assumed by leaving the Board and official or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District. The District intends that the words used in clauses (15) and (16), above,

and the definition of “Financial Obligation” in this Order have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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

(c) The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to any series of Bonds within the meaning of the Rule, except that the District in any event will give the notice required by this Section of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”

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

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

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

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

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter

to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

**29. Related Matters.** To satisfy in a timely manner all of the District's obligations under this Order, the President or the Vice President, Secretary or Assistant Secretary of the Board, Superintendent and all other appropriate officers, agents and representatives of the District, including a Pricing Officer, are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under this Order and to direct the transfer and application of funds of the District consistent with the provisions of this Order.

**30. Order a Contract - Amendments.** This Order shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Owners who own a majority of the aggregate principal amount and Maturity Amount, as applicable, of the aggregate amount Bonds then Outstanding pursuant to this Order affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Owners of Bonds affected, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, Maturity Amount of, premium, if any, and interest on the Bonds, reduce the principal amount or Maturity Amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, Maturity Amount, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount or

Maturity Amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

When used with reference to the Bonds, “Outstanding” shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bonds canceled by or on behalf of the District at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bonds in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

**31. Official Statement.** If necessary, a Pricing Officer, acting severally and individually, is authorized and directed to provide for and oversee, as applicable, the preparation of a preliminary and final official statement, a notice of sale or a private placement memorandum in connection with the issuance of any series of Bonds, and to approve and deem final such official statement in compliance with the Rule and to provide for and authorize the delivery to the Purchaser of such materials in compliance with such Rule.

**32. Power to Revise Form of Documents.** Notwithstanding any other provision of this Order, a Pricing Officer is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of a Pricing Officer, and in the opinion of a nationally recognized bond counsel, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, a preliminary official statement, final official statement, notice of sale or private placement memorandum, as applicable, or as may be required for approval of Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

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

**34. Permanent School Fund Guarantee Program.** In the event that any Bonds are guaranteed by Permanent School Fund of the State of Texas, the District covenants to comply timely with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal of and interest on Bonds by the Permanent School Fund of the State of Texas. Upon defeasance of any series of Bonds, either at or prior to maturity in accordance with applicable law, the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas shall be removed in its entirety. If the District is unable to pay the principal or Maturity Amount of or interest on a guaranteed Bond, the amount necessary to pay the principal or interest will be transferred to the Paying Agent/Registrar for the Bonds from the Permanent School Fund of the State of Texas, and the amounts so transferred, plus interest, will be withheld by the Comptroller from the first State money payable to the District, first from the Foundation School Fund and, if necessary, from the Available School Fund.



**35. Defeasance.** With respect to any series of Bonds, the District may defease the provisions of this Order and discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the Comptroller of the State of Texas either:

(a) cash in an amount equal to (i) the principal amount of and interest thereon on the Current Interest Bonds to the date of maturity or earlier redemption, if any, and/or (ii) the Maturity Amount of the Capital Appreciation Bonds, or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct non-callable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of (A) the principal of and interest thereon on the Current Interest Bonds to the date of maturity or earlier redemption, if any, and (B) the Maturity Amount of the Capital Appreciation Bonds;

provided, however, that if any of such Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Order. Upon such deposit, such Bonds shall no longer be regarded to be outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District.

**36. Notice.** Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District or a Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice to the District shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

District: Conroe Independent School District  
3205 W. Davis  
Conroe, Texas 77304  
Attention: Chief Financial Officer

Paying Agent/Registrar: As described in the Paying Agent/Registrar Agreement

**37. Open Meeting.** It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

**38. Effective Date.** This Order shall be in full force and effect from and upon its adoption.

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

**40. Repealer.** All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

*[signature page follows]*

PASSED AND APPROVED this 15<sup>th</sup> day of August 2023.

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President, Board of Trustees  
Conroe Independent School District

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Secretary, Board of Trustees  
Conroe Independent School District

(SEAL)

Exhibit A – Form of Bond  
Exhibit B – Schedule of Refundable Bonds  
Exhibit C – Paying Agent/Registrar Agreement

## EXHIBIT A

### FORMS OF BONDS

#### [FORM OF CURRENT INTEREST BOND]

UNITED STATES OF AMERICA  
STATE OF TEXAS

NUMBER  
<sup>1</sup>R-  
REGISTERED

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_  
REGISTERED

CONROE INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND  
SERIES 2023<sup>3</sup>

<sup>2</sup>INTEREST RATE: \_\_\_\_\_%    <sup>2</sup>MATURITY DATE: \_\_\_\_\_, \_\_\_\_\_    <sup>3</sup>DATED DATE: \_\_\_\_\_, 2023    <sup>2</sup>CUSIP: \_\_\_\_\_

REGISTERED OWNER:

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

<sup>4</sup>CONROE INDEPENDENT SCHOOL DISTRICT (the “District”), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the principal payment office of \_\_\_\_\_<sup>3</sup>, \_\_\_\_\_, Texas, or its successor (the “Paying Agent/Registrar”), the Principal Amount

<sup>1</sup> Initial Bond shall be numbered IR-1.

<sup>2</sup> Omitted from initial Bond.

<sup>3</sup> As determined by the Pricing Certificate.

<sup>4</sup> The first sentence of the initial Bond shall read as follows:

“CONROE INDEPENDENT SCHOOL DISTRICT (the “District”), for value received hereby promises to pay, to the Registered Owner identified above or registered assigns, in each of the years and in the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from the Pricing Certificate] upon presentation and surrender of this bond at the principal payment office of \_\_\_\_\_<sup>3</sup>, \_\_\_\_\_, Texas, or its successor (the “Paying Agent/Registrar”) in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the later of the Dated Date listed above or the most recent interest payment date to which interest has been paid or duly provided for.”

identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Dated Date listed above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this bond is payable on each February 15 and August 15, beginning \_\_\_\_\_, 20\_\_ until maturity or prior redemption, by check dated as of the interest payment date and mailed to the Registered Owner of record as of the last business day of the month next preceding each interest payment date, to the address of such owner, as shown on the books of registration kept by the Paying Agent/Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Bond at the principal payment office of the Paying Agent/Registrar.

THIS BOND is one of a duly authorized issue of bonds, aggregating \$\_\_\_\_\_ (the “Bonds”), issued for the purposes of refunding certain outstanding bonds of the District as described in an order adopted by the Board of Trustees of the District (the “Order”), including paying the costs of issuance of the Bonds and of refunding the bonds being refunded, all pursuant to Chapters 1207 and 1371, Texas Government Code, as amended. The Bonds are issued as Bonds in the aggregate principal amount of <sup>5</sup>\$\_\_\_\_\_ that pay interest semiannually until maturity or prior redemption (the “Current Interest Bonds”) and Bonds in the aggregate principal amount of <sup>5</sup>\$\_\_\_\_\_ that pay interest only at maturity (the “Premium Capital Appreciation Bonds”). This Bond is a Current Interest Bond<sup>5</sup>.

<sup>6</sup>THE DISTRICT RESERVES THE RIGHT, at its option, to redeem prior to maturity the Current Interest Bonds maturing on or after February 15, 20\_\_, and thereafter may be redeemed at the option of the Issuer, as a whole or from time to time in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 20\_\_, or any date thereafter, at the par value thereof plus accrued interest from the most recent interest payment date to the date of redemption.

<sup>7</sup>THIS BOND is not subject to redemption prior to maturity.

<sup>8</sup>THE BONDS MATURING on February 15, 20\_\_ (the “Term Bonds”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

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<sup>5</sup> If no Premium Capital Appreciation Bonds are issued, the previous two sentences shall be replaced with the following: “The Bonds are issued in the aggregate principal amount of <sup>5</sup>\$\_\_\_\_\_ that pay interest semiannually until maturity,” and any other references to Current Interest Bonds or Premium Capital Appreciation Bonds shall be removed as appropriate.

<sup>6</sup> Included if optional redemption provisions are included in the Pricing Certificate.

<sup>7</sup> Included if optional redemption provisions are not included in the Pricing Certificate.

<sup>8</sup> Paragraph included if mandatory sinking fund redemption provision are included in the Pricing Certificate.

<u>Term Bond Maturity</u>	<u>Mandatory Redemption Dates</u>	<u>Principal Amounts</u>
February 15, 20__	February 15, 20__	\$
	February 15, 20__	
	February 15, 20__ (maturity)	

The particular Term Bonds to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary random selection method, on or before January 1 of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before January 1 of such year and which have not been made the basis for a previous reduction.

<sup>9</sup>NOT LESS THAN THIRTY (30) DAYS prior to a redemption date, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each registered owner of a Bond to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing. When Bonds or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THE REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

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<sup>9</sup> Included if optional redemption provisions or mandatory sinking fund redemption provisions are included in the Pricing Certificate.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President or the Vice President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Trustees of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

CONROE INDEPENDENT SCHOOL DISTRICT

(SEAL)

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President, Board of Trustees

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Secretary, Board of Trustees

\* \* \*

[FORM OF PREMIUM CAPITAL APPRECIATION BOND]

UNITED STATES OF AMERICA  
STATE OF TEXAS

NUMBER  
<sup>1</sup>CR-  
REGISTERED

MATURITY AMOUNT  
\$  
REGISTERED

CONROE INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX REFUNDING BOND  
SERIES 2023<sup>3</sup>

<sup>2</sup>INTEREST RATE: \_\_\_\_\_%      <sup>2</sup>MATURITY DATE: \_\_\_\_\_, \_\_\_\_\_  
<sup>3</sup>ISSUANCE DATE: \_\_\_\_\_, 2023      <sup>2</sup>CUSIP: \_\_\_\_\_

REGISTERED OWNER:

MATURITY AMOUNT: \_\_\_\_\_ DOLLARS

<sup>4</sup>CONROE INDEPENDENT SCHOOL DISTRICT (the “District”), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this bond at the principal payment office of <sup>3</sup>\_\_\_\_\_, or its successor (the “Paying Agent/Registrar”), the Maturity Amount identified above, representing the principal amount hereof, premium, if any, and accrued and compounded interest hereon, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. This Bond shall be dated <sup>3</sup>\_\_\_\_\_, 20\_\_, but compound interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified above. The accreted value (per \$5,000 of Maturity Amount) as of the Issuance Date and as of each \_\_\_\_\_ and \_\_\_\_\_ is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

1 Initial Bond shall be numbered ICR-1.

2 Omitted from initial Bond.

3 To be completed pursuant to the terms of sale as referenced in the Pricing Certificate.

4 The first sentence of the initial Bond shall read as follows:

CONROE INDEPENDENT SCHOOL DISTRICT (the “District”), for value received hereby promises to pay, to the Registered Owner identified above or registered assigns, in each of the years and in the Maturity Amounts set forth in the below schedule upon presentation and surrender of this bond at the principal payment office of <sup>3</sup>\_\_\_\_\_, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America: [Insert information regarding years of maturity, Maturity Amounts and yield from the Pricing Certificate].



THIS BOND is one of a duly authorized issue of bonds, aggregating <sup>5</sup>\$\_\_\_\_\_ (the “Bonds”), issued for the purposes of refunding certain outstanding bonds of the District as described in an order adopted by the Board of Trustees of the District (the “Order”), including paying the costs of issuance of the Bonds and of refunding the bonds being refunded, all pursuant to Chapters 1207 and 1371, Texas Government Code, as amended. The Bonds are issued as Bonds in the aggregate principal amount of <sup>5</sup>\$\_\_\_\_\_ that pay interest semiannually until maturity (the “Current Interest Bonds”) and Bonds in the aggregate principal amount of <sup>5</sup>\$\_\_\_\_\_ that pay interest only at maturity. (the “Premium Capital Appreciation Bonds”). This Bond is a Premium Capital Appreciation Bond.

THIS BOND is not subject to redemption prior to maturity.<sup>5</sup>

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Paying Agent/Registrar, for bonds in the Maturity Amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

---

<sup>5</sup> To be completed pursuant to the terms of sale as referenced in the Pricing Certificate.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President or the Vice President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Trustees of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

CONROE INDEPENDENT SCHOOL DISTRICT

(SEAL)

---

President, Board of Trustees

---

Secretary, Board of Trustees

\* \* \*

#### TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price (all per \$5,000 of Maturity Amount), together with the yield to maturity are as follows. Accreted Values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest for any purpose except as provided in the Order.

[To be determined in Pricing Certificate]

\* \* \* \*

[FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER]

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

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

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

(SEAL)

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

\* \* \*

[FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE]

**AUTHENTICATION CERTIFICATE**

It is hereby certified that this bond has been delivered pursuant to the Order described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[Paying Agent/Registrar]

By: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date of Authentication: \_\_\_\_\_

\* \* \* \*

[FORM OF ASSIGNMENT]

**ASSIGNMENT**

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

\_\_\_\_\_  
(Please print or type name, address and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

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

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

\* \* \* \*

[FORM OF PERMANENT SCHOOL FUND CERTIFICATE]

PERMANENT SCHOOL FUND CERTIFICATE

UNDER THE AUTHORITY granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Conroe Independent School District of its Unlimited Tax Refunding Bonds, Series 2023<sup>6</sup>, dated \_\_\_\_\_, 2023, in the principal amount of \$\_\_\_\_\_ <sup>6</sup> is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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

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

\* \* \* \*

[FORM OF STATEMENT OF INSURANCE]

[To be determined in Pricing Certificate]

\* \* \* \*

<sup>6</sup> To be completed pursuant to the terms of sale as referenced in the Pricing Certificate.

**EXHIBIT B**

**SCHEDULE OF REFUNDABLE BONDS**

- Unlimited Tax School Building and Refunding Bonds, Series 2014
- Unlimited Tax School Building and Refunding Bonds, Series 2014A
- Unlimited Tax Refunding Bonds, Series 2014B
- Unlimited Tax Refunding Bonds, Series 2015
- Unlimited Tax School Building and Refunding Bonds, Series 2016
- Unlimited Tax School Building and Refunding Bonds, Series 2016A
- Unlimited Tax Refunding Bonds, Series 2017
- Unlimited Tax School Building Bonds, Series 2018
- Unlimited Tax Refunding Bonds, Series 2019
- Unlimited Tax Refunding Bonds, Series 2020
- Unlimited Tax Refunding Bonds, Series 2020A
- Unlimited Tax Refunding Bonds, Series 2022
- Unlimited Tax Refunding Bonds, Series 2022A

**EXHIBIT C**

**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**

See Tab \_\_

## **Consider and Approve the 2023-2024 Official School Budget**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees approve the 2023-2024 Official School Budget, as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

The 2023-2024 Official School Budget is attached for your review.

**Policy Reference:** Legal and Local Board Policy CE

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Darrin Rice  
*Chief Financial Officer*





## 2023-24 Official School Budget

	General Operating Funds	Child Nutrition Funds	Debt Service Fund
<b>2022-23 Tax Rate</b>	\$ 0.8546		\$ 0.2600
<b>Tax Rate Change</b>	(0.1525)		-
<b>2023-24 Proposed Tax Rate</b>	\$ 0.7021		\$ 0.2600
<b>Estimated Beginning Fund Balance</b>	<u>\$ 184,416,844</u>	<u>\$ 11,733,645</u>	<u>\$ 21,642,417</u>
<b>Estimated Revenue</b>			
Local Revenues	\$ 396,981,570	\$ 9,940,145	\$ 143,176,553
State Funding	239,740,671	-	12,698,617
Federal Revenue	-	22,660,700	-
TRS In-Kind Funds	36,050,000	-	-
<b>Total</b>	<u>\$ 672,772,241</u>	<u>\$ 32,600,845</u>	<u>\$ 155,875,170</u>
<b>Estimated Appropriations</b>			
11 Instructional	\$ 410,237,364	\$ -	\$ -
12 Instructional Resources and Media Services	6,773,044	-	-
13 Staff Development	16,750,333	-	-
21 Instructional Administration	7,745,163	-	-
23 School Administration	42,937,340	-	-
31 Guidance and Counseling	24,103,710	-	-
32 Attendance and Social Work Services	1,062,777	-	-
33 Health Services	8,116,008	-	-
34 Pupil Transportation	35,741,475	-	-
35 Child Nutrition	-	35,816,000	-
36 Co-Curricular Activities	13,918,629	-	-
41 General Administration	12,145,034	-	-
51 Plant Maintenance and Operation	70,094,104	1,634,000	-
52 School Police	9,610,635	-	-
53 Technology	9,367,035	-	-
61 Community Service	19,590	-	-
71 Debt Service	-	-	147,208,818
99 Other Intergovernmental Charges	4,150,000	-	-
<b>Total Expenditures</b>	<u>\$ 672,772,241</u>	<u>\$ 37,450,000</u>	<u>\$ 147,208,818</u>
<b>Estimated Ending Fund Balance</b>	<u>\$ 184,416,844</u>	<u>\$ 6,884,490</u>	<u>\$ 30,308,769</u>



## 2023-24 Official School Budget

	General Operating Funds	Child Nutrition Funds	Debt Service Fund
<b>Estimated Beginning Fund Balance</b>	\$ 184,416,844	\$ 11,733,645	\$ 21,642,417
<b>Estimated Revenue</b>			
Local Revenues	396,981,570	9,940,145	143,176,553
State Funding	239,740,671	-	12,698,617
Federal Revenue	-	22,660,700	-
TRS In-Kind Funds	36,050,000	-	-
Total	672,772,241	32,600,845	155,875,170
<b>Estimated Appropriations</b>			
<b>Instructional</b>			
11 61-Payroll	395,904,822	-	-
62-Contracted Services	1,159,267	-	-
63-Supplies	12,448,195	-	-
64-Other	680,080	-	-
66-Equipment	45,000	-	-
	410,237,364	-	-
<b>Instructional Resources and Media Services</b>			
12 61-Payroll	6,010,413	-	-
62-Contracted Services	46,500	-	-
63-Supplies	712,131	-	-
64-Other	4,000	-	-
66-Equipment	-	-	-
	6,773,044	-	-
<b>Staff Development</b>			
13 61-Payroll	16,595,433	-	-
62-Contracted Services	7,000	-	-
63-Supplies	23,500	-	-
64-Other	124,400	-	-
66-Equipment	-	-	-
	16,750,333	-	-



## 2023-24 Official School Budget

	General Operating Funds	Child Nutrition Funds	Debt Service Fund
<b>Instructional Administration</b>			
21 61-Payroll	6,485,560	-	-
62-Contracted Services	314,202	-	-
63-Supplies	666,171	-	-
64-Other	279,230	-	-
66-Equipment	-	-	-
	<u>7,745,163</u>	<u>-</u>	<u>-</u>
<b>School Administration</b>			
23 61-Payroll	42,605,230	-	-
62-Contracted Services	12,982	-	-
63-Supplies	243,635	-	-
64-Other	75,493	-	-
66-Equipment	-	-	-
	<u>42,937,340</u>	<u>-</u>	<u>-</u>
<b>Guidance and Counseling</b>			
31 61-Payroll	23,356,913	-	-
62-Contracted Services	114,302	-	-
63-Supplies	541,465	-	-
64-Other	91,030	-	-
66-Equipment	-	-	-
	<u>24,103,710</u>	<u>-</u>	<u>-</u>
<b>Attendance and Social Work Services</b>			
32 61-Payroll	1,047,977	-	-
62-Contracted Services	-	-	-
63-Supplies	3,550	-	-
64-Other	11,250	-	-
66-Equipment	-	-	-
	<u>1,062,777</u>	<u>-</u>	<u>-</u>
<b>Health Services</b>			
33 61-Payroll	7,874,558	-	-
62-Contracted Services	6,000	-	-
63-Supplies	226,450	-	-
64-Other	9,000	-	-
66-Equipment	-	-	-
	<u>8,116,008</u>	<u>-</u>	<u>-</u>



## 2023-24 Official School Budget

	General Operating Funds	Child Nutrition Funds	Debt Service Fund
<b>Pupil Transportation</b>			
34 61-Payroll	29,254,009	-	-
62-Contracted Services	913,063	-	-
63-Supplies	4,796,800	-	-
64-Other	612,000	-	-
66-Equipment	165,603	-	-
	<u>35,741,475</u>	<u>-</u>	<u>-</u>
<b>Child Nutrition</b>			
35 61-Payroll	-	10,430,000	-
62-Contracted Services	-	861,000	-
63-Supplies	-	19,584,500	-
64-Other	-	40,500	-
66-Equipment	-	4,900,000	-
	<u>-</u>	<u>35,816,000</u>	<u>-</u>
<b>Co-Curricular Activities</b>			
36 61-Payroll	8,904,979	-	-
62-Contracted Services	715,838	-	-
63-Supplies	1,222,814	-	-
64-Other	3,067,498	-	-
66-Equipment	7,500	-	-
	<u>13,918,629</u>	<u>-</u>	<u>-</u>
<b>General Administration</b>			
41 61-Payroll	8,622,859	-	-
62-Contracted Services	1,029,828	-	-
63-Supplies	592,070	-	-
64-Other	1,892,777	-	-
66-Equipment	7,500	-	-
	<u>12,145,034</u>	<u>-</u>	<u>-</u>
<b>Plant Maintenance and Operation</b>			
51 61-Payroll	35,205,648		-
62-Contracted Services	22,095,661	1,634,000	-
63-Supplies	5,814,466	-	-
64-Other	3,091,232	-	-
66-Equipment	3,887,097	-	-
	<u>70,094,104</u>	<u>1,634,000</u>	<u>-</u>



## 2023-24 Official School Budget

	General Operating Funds	Child Nutrition Funds	Debt Service Fund
<b>School Police</b>			
52 61-Payroll	9,069,695	-	-
62-Contracted Services	136,784	-	-
63-Supplies	358,156	-	-
64-Other	46,000	-	-
66-Equipment	-	-	-
	<u>9,610,635</u>	<u>-</u>	<u>-</u>
<b>Technology</b>			
53 61-Payroll	5,742,004	-	-
62-Contracted Services	3,199,231	-	-
63-Supplies	392,500	-	-
64-Other	33,300	-	-
66-Equipment	-	-	-
	<u>9,367,035</u>	<u>-</u>	<u>-</u>
<b>Community Service</b>			
61 61-Payroll	290	-	-
62-Contracted Services	12,000	-	-
63-Supplies	3,700	-	-
64-Other	3,600	-	-
66-Equipment	-	-	-
	<u>19,590</u>	<u>-</u>	<u>-</u>
<b>Debt Service</b>			
71 65-Debt Service	<u>-</u>	<u>-</u>	<u>147,208,818</u>
<b>Other Intergovernmental Charges</b>			
99 62-Contracted Services	<u>4,150,000</u>	<u>-</u>	<u>-</u>
<b>Total Expenditures</b>	<u>672,772,241</u>	<u>37,450,000</u>	<u>147,208,818</u>
<b>Estimated Ending Fund Balance</b>	<u>\$ 184,416,844</u>	<u>\$ 6,884,490</u>	<u>\$ 30,308,769</u>



## 2023-24 Official School Budget

	General Operating Funds	Child Nutrition Funds	Debt Service Fund
<b>Summarized Budget</b>			
61-Payroll	\$ 596,680,390	\$ 10,430,000	\$ -
62-Contracted Services	33,912,658	2,495,000	-
63-Supplies	28,045,603	19,584,500	-
64-Other	10,020,890	40,500	-
65-Debt Service	-	-	147,208,818
66-Equipment	4,112,700	4,900,000	-
<b>Total Expenditures</b>	<b>672,772,241</b>	<b>37,450,000</b>	<b>147,208,818</b>
<b>Senate Bill 622 Requirement</b>	<b>2023-2024 Proposed Budget</b>	<b>2022-2023 Projected Expenditures</b>	
Object Code 6491 (Statutorily Required Public Notice)	\$ 18,095	\$ 26,468	
<b>House Bill 1495 Requirement</b>			
Directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action	\$ 2,410	\$ 2,069	

**Consider, Adopt, and Set by Order/Resolution  
the 2023 Ad Valorem Tax Rate to support the 2023-2024 Budget: (a)  
Maintenance and Operations tax rate and (b) Debt Service Tax Rate**

**Recommendation:**

That the Conroe Independent School District Board of Trustees approve the attached Order/Resolution to adopt a 2023 tax rate of \$0.7021 for Maintenance and Operations and \$0.26 for Debt Service per \$100 of taxable valuation to fund the 2023-2024 Official School Budget, as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

**Explanation:**

As has been presented and discussed, the above-noted tax rates are required to fund the Maintenance and Operations and Debt Service budgets for the 2023-2024 fiscal year. The total combined tax rate of \$0.9621 per \$100 is \$0.1525 lower than last year.

**Policy Reference:** Legal and Local Board Policy CCG

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Darrin Rice  
*Chief Financial Officer*

**ORDER / RESOLUTION  
SETTING THE 2023  
AD VALOREM TAX RATES**

ON AUGUST 15, 2023, THE GOVERNING BODY FOR CONROE INDEPENDENT SCHOOL DISTRICT ADOPTED THE FOLLOWING TAX RATES FOR THE 2023 LEVY ON VALUES.

Maintenance and Operations Rate (General Fund)	<u><b>0.7021</b></u>	Per \$100
Interest and Sinking (Debt Service Fund)	<u><b>0.2600</b></u>	Per \$100
Total Adopted Tax Rates	<u><b>0.9621</b></u>	Per \$100

**Those Members Present Were:**

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_

5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_

**Those Members Voting For:**

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_

5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_

**Those Members Voting Against:**

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_

5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_

**Those Members Present, but Not Voting**

1 \_\_\_\_\_

2 \_\_\_\_\_

**Those Members Absent:**

1 \_\_\_\_\_

2 \_\_\_\_\_

Passed and approved this 15th day of August, 2023

\_\_\_\_\_  
President CISD Board of Trustees

\_\_\_\_\_  
Secretary Board of Trustees



# 2023 Tax Rate Calculation Worksheet

## School Districts without Chapter 313 Agreements

Form 50-859

Conroe Independent School District

936-709-7752

School District's Name

Phone (area code and number)

3205 W. Davis Street Conroe, TX 77304

www.conroeisd.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. Tax Code Section 26.04(e-1) does not require school districts to certify the tax rate calculations.

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>2022 total taxable value.</b> Enter the amount of 2022 taxable value on the 2022 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>	\$ 51,393,451,925
2.	<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>2</sup>	\$ 5,958,290,930
3.	<b>Preliminary 2022 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 45,435,160,995
4.	<b>2022 total adopted tax rate.</b>	\$ 1.1146 /\$100
5.	<b>2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.</b> <b>A. Original 2022 ARB values:</b> ..... \$ 4,570,036,592 <b>B. 2022 values resulting from final court decisions:</b> ..... - \$ 4,086,385,272 <b>C. 2022 value loss.</b> Subtract B from A. <sup>3</sup>	\$ 483,651,320
6.	<b>2022 taxable value subject to an appeal under Chapter 42, as of July 25.</b> <b>A. 2022 ARB certified value:</b> ..... \$ 402,695,020 <b>B. 2022 disputed value:</b> ..... - \$ 90,573,956 <b>C. 2022 undisputed value.</b> Subtract B from A. <sup>4</sup>	\$ 312,121,064
7.	<b>2022 Chapter 42-related adjusted values.</b> Add Line 5 and 6.	\$ 795,772,384
8.	<b>2022 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 46,230,933,379
9.	<b>2022 taxable value of property in territory the school deannexed after Jan. 1, 2022</b> Enter the 2022 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>2022 taxable value lost because property first qualified for an exemption in 2023</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 2023 does not create a new exemption or reduce taxable value. <b>A. Absolute exemptions.</b> Use 2022 market value: ..... \$ <u>7,400</u> <b>B. Partial exemptions.</b> 2023 exemption amount or 2023 percentage exemption times 2022 value: ..... + \$ <u>3,983,389,321</u> <b>C. Value loss.</b> Add A and B. <sup>6</sup>	\$ <u>3,983,396,721</u>
11.	<b>2022 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 2023.</b> Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2022. <b>A. 2022 market value.</b> ..... \$ <u>16,856,142</u> <b>B. 2023 productivity or special appraised value:</b> ..... - \$ <u>274,140</u> <b>C. Value loss.</b> Subtract B from A. <sup>7</sup>	\$ <u>16,582,002</u>
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ <u>3,999,978,723</u>
13.	<b>Adjusted 2022 taxable value.</b> Subtract Line 12 from Line 8.	\$ <u>42,230,954,656</u>
14.	<b>Adjusted 2022 total levy.</b> Multiply Line 4 by Line 13 and divide by \$100.	\$ <u>470,706,220</u>
15.	<b>Taxes refunded for years preceding tax year 2022.</b> Enter the amount of taxes refunded by the district for tax years preceding tax year 2022. 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 2022. This line applies only to tax years preceding tax year 2022. <sup>8</sup>	\$ <u>3,146,684</u>
16.	<b>Adjusted 2022 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 2022 from the result.	\$ <u>473,852,904</u>
17.	<b>Total 2023 taxable value on the 2023 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>51,833,229,023</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 2023 value.</b> Subtract B from A.	\$ <u>51,833,229,023</u>
18.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>12</sup> <b>A. 2023 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>2,155,388,574</u> <b>B. 2023 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>2,155,388,574</u>
19.	<b>2023 tax ceilings.</b> Enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>15</sup>	\$ <u>5,568,651,007</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>2023 total taxable value.</b> Add Lines 17C and 18C. Subtract Line 19.	\$ 48,419,966,590
21.	<b>Total 2023 taxable value of properties in territory annexed after Jan. 1, 2023.</b> Include both real and personal property. Enter the 2023 value of property in territory annexed by the school district.	\$ 0
22.	<b>Total 2023 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 2022. 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, 2022, and be located in a new improvement.	\$ 1,253,478,023
23.	<b>Total adjustments to the 2023 taxable value.</b> Add lines 21 and 22.	\$ 1,253,478,023
24.	<b>Adjusted 2023 taxable value.</b> Subtract line 23 from line 20.	\$ 47,166,488,567
25.	<b>2023 NNR tax rate.</b> Divide line 16 by line 24 and multiply by \$100.	\$ 1.0046/\$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 :**<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 Enrichment Tax Rate 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>2023 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>	\$ 0.6521/\$100
27.	<b>2023 enrichment tax rate.</b> Enter the greater of A and B. <sup>26</sup> <div style="margin-left: 20px;"> A. Enter the district's 2022 enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) ..... 0.0500  \$ ..... /\$100  0.0500  B. \$0.05 per \$100 of taxable value ..... \$ ..... /\$100 </div>	\$ 0.0500/\$100
28.	<b>2023 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 district's maximum compressed rate. <sup>27</sup>	\$ 0.7021/\$100

<sup>18</sup> [Reserved for expansion]

<sup>19</sup> [Reserved for expansion]

<sup>20</sup> Tex. Tax Code §26.08(n)

<sup>21</sup> Tex. Edu. Code §48.2551(a)(3)

<sup>22</sup> Tex. Tax Code §26.08(j) and Tex. Edu. Code §45.0032

<sup>23</sup> Tex. Edu. Code §48.202(a-1)(2) and 48.202(f)

<sup>24</sup> Tex. Edu. Code §45.0021(a)

<sup>25</sup> Tex. Edu. Code §11.184(b)

<sup>26</sup> Tex. Edu. Code §11.184(b-1)

<sup>27</sup> Tex. Edu. Code §48.255, 48.2551(b)(1) and (b)(2)

<sup>28</sup> Tex. Tax Code §26.08(n)(2)

<sup>29</sup> Tex. Edu. Code §45.003(e)



Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	<b>Total 2023 debt to be paid with property tax revenue.</b> Debt means the interest and principal that will be paid on debts that: <ol 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> </ol> <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><sup>28</sup> Enter debt amount: ..... \$ <u>147,208,818</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>13,113,136</u></p> <p>D. <b>Adjust debt:</b> Subtract B and C from A. .... \$ <u>134,095,682</u></p>	
30.	<b>Certified 2022 excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ <u>8,203,769</u>
31.	<b>Adjusted 2023 debt.</b> Subtract line 30 from line 29D.	\$ <u>125,891,913</u>
32.	<b>2023 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> <p>A. Enter the 2023 anticipated collection rate certified by the collector. <sup>31</sup> <u>100.00</u> %</p> <p>B. Enter the 2022 actual collection rate <u>99.47</u> %</p> <p>C. Enter the 2021 actual collection rate <u>100.08</u> %</p> <p>D. Enter the 2020 actual collection rate <u>99.82</u> %</p> <p style="text-align: right;"><u>100.00</u> %</p>	
33.	<b>2023 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>125,891,913</u>
34.	<b>2023 total taxable value.</b> Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>48,419,966,590</u>
35.	<b>2023 debt rate.</b> Divide Line 33 by Line 34 and multiply by \$100.	\$ <u>0.2600</u> /\$100
36.	<b>2023 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>0.9621</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>2023 total taxable value.</b> Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 48,419,966,590
39.	<b>Additional rate for pollution control.</b> Divide line 37 by line 38 and multiply by \$100.	\$ 0 /\$100
40.	<b>2023 voter-approval tax rate, adjusted for pollution control.</b> Add line 36 and line 39.	\$ 0.9621 /\$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.

This section applies to a 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>2022 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1.1146 /\$100
42.	<b>2022 voter-approval tax rate.</b> If the school district adopted a tax rate above the 2021 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 2022 tax rate due to disaster (disaster pennies).</b> Subtract Line 42 from Line 41.	\$ 0 /\$100
44.	<b>2023 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).	\$ 0.9621 /\$100

#### SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate ..... \$ 1.0046 /\$100

Enter the 2023 NNR tax rate from Line 25.

Voter-Approval Tax Rate ..... \$ 0.9621 /\$100

As applicable, enter the 2023 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** ➔ Tammy McRae  
 Printed Name of School District Representative

**sign here** ➔    
 School District Representative 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)

## **Chapter 49 Local Revenue in Excess of Entitlement: Consider and Approve Option Selection for Reducing the District's Local Revenue Level**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees select Option 3 (purchase attendance credits from the state) to reduce its local revenue in excess of entitlement, as submitted by Darrin Rice, Chief Financial Officer, Karen Garza, Director of Finance, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

Conroe Independent School District's local yield per student in weighted average daily attendance (WADA) is estimated to exceed the Tier Two (level two) guaranteed yield of \$49.28 as established by the TEC, 48.266 (a)(5)(b). Districts identified with local revenue in excess of entitlement are not required to pay recapture unless their adopted tax rate exceeds the compressed rate plus eight pennies.

Under current law, a district with local revenue in excess of entitlement has the following five options available to reduce the district's revenue level under TEC, Chapter 49

- 1) Consolidation with another district as provided by Subchapter B;
- 2) Detachment of territory as provided by Subchapter C;
- 3) Purchase of average daily attendance credit as provided by Subchapter D ("Option 3");
- 4) Education of nonresident students as provided by Subchapter E ("Option 4"); and/or
- 5) Tax base consolidation with another district as provided by Subchapter F.

Since Conroe ISD's proposed tax rate does not include copper pennies which generate Tier II (level two) funding this is simply an administrative procedure. TEA recommends that districts with estimated local revenue in excess of entitlement choose Option 3 since it is the least extreme of the choices available. The District feels that Option 3 is the most appropriate selection.

**Policy Reference:** Legal and Local Board Policy CE

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Darrin Rice  
*Chief Financial Officer*

Karen Garza  
*Director of Finance*



## Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2023-2024 (the “school year”).

The agreement is for Conroe Independent School District (“the district”), with a county-district number of 170902, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner’s estimate of the cost of credit as determined under TEC, §49.153, using the district’s projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district’s entitlement under Chapter 48 will be recalculated. If the district’s state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district’s maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year’s cost until the total amount of the reduction has been exhausted.

Date:

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Signature of President, Board of Trustees

Date:

Signature of Secretary, Board of Trustees

Signature of Superintendent

Curtis Null

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee



## **Consider and Approve Resolution Opposing the 2024 Montgomery County Appraisal District Preliminary Budget**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees approve a resolution opposing the 2024 Montgomery County Appraisal District Preliminary Budget as requested by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

State law requires taxing jurisdictions to pay for the operation of the appraisal district that serves the jurisdiction. The amount each jurisdiction is required to pay is determined by the entity's "overall levy." Conroe ISD's overall levy, which is \$527.9 million, is estimated at 31.54 percent of all taxes levied by taxing jurisdictions served by the Montgomery County Appraisal District (MCAD).

On June 14, 2023, the MCAD released its preliminary budget showing a 23.8% increase in costs that must be borne by the taxing jurisdictions MCAD serves. MCAD's preliminary budget shows the increase is to fund a 3.5% pay raise for MCAD staff and to purchase a software program needed for MCAD to service the taxing jurisdictions in Montgomery County. For Conroe ISD, MCAD's budget increase results in CISD paying an additional million dollars more than it paid last year.

The Texas legislature has not yet provided funding to school districts for teacher raises or the increasing costs of operation. As a result, the District has no funds available to pay MCAD an additional one million dollars. For the District to pay this increase, until the Texas Legislature appropriates funding for school districts, the District would have to reallocate funds within its budget or use fund balance.

While the District appreciates the service MCAD provides and knows its staff is deserving of a pay raise, until such time as funds are appropriated by the Legislature, the District requests the Board of Trustees object to MCAD's Preliminary Budget by adopting the attached resolution.

State law allows that if a majority of the governing bodies of the taxing jurisdictions adopt an action, other than the adoption of the budget by the appraisal district board, such as a resolution, and the taxing jurisdictions file the actions with the secretary of the appraisal district board within 15 days after the action is taken, the action is revoked effective the day after the day on which the number of resolutions is filed.

**Policy Reference:** Legal and Local Board Policy CCH and CE

Recommended by:

Curtis Null  
*Superintendent of Schools*

Submitted by:

Darrin Rice  
*Chief Financial Officer*

**RESOLUTION OF THE  
CONROE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
OPPOSING THE 2024 MONTGOMERY COUNTY APPRAISAL  
DISTRICT PRELIMINARY BUDGET**

**WHEREAS**, the State of Texas Property Tax Code Section 6.06 states that each taxing unit participating in the appraisal district be allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget proposal is prepared bears to the sum of the total dollar amount of property taxes imposed in the district by each participating unit for that year;

**WHEREAS**, the taxpayers of Conroe ISD want accountability for how their tax dollars are spent;

**WHEREAS**, the proposed increase in the Montgomery County Appraisal District (MCAD) budget for Fiscal Year 2024 is in excess of 23%;

**WHEREAS**, this proposed MCAD budget includes a 3.5% merit increase for all employees;

**WHEREAS**, Conroe ISD has been unable to provide a raise to their employees for the 23-24 school year because the Texas Legislature has not provided funding to school districts, and Conroe ISD cannot support a MCAD budget increase of this magnitude to provide raises to MCAD employees when CISD employees cannot receive raises until such time as the Texas Legislature appropriates funds;

**WHEREAS**, the Conroe Independent School District Board of Trustees opposes the preliminary budget as presented by the Montgomery County Appraisal District; and

**NOW THEREFORE BE IT RESOLVED** that the Conroe Independent School District Board of Trustees calls on the Montgomery County Appraisal District to revise their 2024 budget to reflect a more reasonable increase.

**PASSED AND APPROVED** on this 15th day of August 2023 by the Conroe Independent School District Board of Trustees.

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Skeeter Huber, President

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Theresa Wagaman, First Vice President

# **Proposed 2024 Budget**

## **MONTGOMERY CENTRAL APPRAISAL DISTRICT**



**June 2023**



MONTGOMERY CENTRAL APPRAISAL DISTRICT  
JANET JENNINGS-DOYLE, RPA, RTA, CCA, CTA  
CHIEF APPRAISER



109 GLADSTELL ST., CONROE, TX 77301  
P.O. BOX 2233, CONROE, TX 77305  
936-756-3354 | [WWW.MCAD-TX.ORG](http://WWW.MCAD-TX.ORG)

June 13, 2023

Re: 2024 Proposed Budget

Ladies and Gentlemen:

Enclosed is the district's proposed 2024 budget and Special Technology (New Software) Assessment. By law, the chief appraiser must submit the budget draft to the taxing units and the district's board of directors by June 15th.

The 2024 budget is the year of Transition, Growth, New Technology, and Exceptional Customer Experience.

With new growth in the population, new residential and commercial properties, heavy increase in protests, exemptions, and property owner interactions with the CAD, the county has had 31.4% growth since 2018. Montgomery County now presents as 12 out of 254 Texas counties in terms of parcel count. The county is 10 out of 254 for property valuation. We are growing, and the Appraisal District must increase the level of funding for investing in increasing staffing, new technology, and resources to meet the needs in 2024 and into 2030.

To address our growth and look toward the future, I am presenting this 2024 budget.

### **Background**

- The 2023 budget represented a 7% increase over 2022, which covered basic operating increases without additional staff or technology.
- Valuation growth over the past five years increased by 31.4%
- With the growth, there are currently 370,000 accounts that must be evaluated annually.
- In 2021, there were 52,000 protests. In 2022, there were 83,000 protests. For 2023, there are 97,000 filed, with more expected before June 28. With these challenges, The CAD has resolved 68% of Montgomery County's protests as of 6-10-23. We are still not at the 95% required by law, by 7-25-2023.
- Staffing for the CAD has remained constant at 100 direct employees since 2019. The current technology is almost 18 years old and no longer meets the needs of our CAD. Thereby slowing the district's ability to respond to our customers efficiently.
- The Appraisal Review Board budget for 2024 is set at \$ 2,1403,378.00. Thus far this year, estimated costs for this state-mandated board will reach \$1,862,500.00 indicating the explicit need to increase the budget for 2024.
- To meet state regulations, we must certify by July 25-each year. The county's growth, current staff, and inadequate technology impact our ability to meet that deadline.





MONTGOMERY CENTRAL APPRAISAL DISTRICT  
JANET JENNINGS-DOYLE, RPA, RTA, CCA, CTA  
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### **2024 Budget Overview:**

The Cad Operational and ARB Budget for 2024 is \$15,464,205.00 and a 17% growth over the 2023 adopted budget. The \$2,196,865.00 increase is to be funded by taxing units.

The increased investment in the CAD would be funded by the Taxing units' increase in their overall Tax in values generated by the additional Tax Revenue.

### **Appraisal Review (ARB) Staffing**

ARB and Legal Cost for appeals is the bulk of this year's budget increase.

The 2024 ARB Budget is 2,140,378.00 for the Cost of the ARB with 38 members and legal costs to handle 100,000 protests.

### **Investment in the New Software: Special Technology Assessment**

The investment in new software will be funded starting in Budget Year 2024 thru Budget Year 2028 by a special assessment of the taxing units.

The new software cost is \$ 4,825,120.00 financed over 5 years at a rate Of 5.19% from budget year 2024 thru 2028. This is a Fixed level of investment that will be assessed to the taxing units. The advantage of the special assessment is that the investment is fixed for 5 budgetary years and the CAD would acquire new technology to meet the growth demands of the Montgomery County Appraisal requirements. The year 2024 will be the year of conversion.

The overall 2024 proposed budget and the Special Technology Assessment represent a funding level of \$16,420,229.00.

### **Budget Process**

The district's board of directors will conduct a public hearing and budget workshop this summer. A final budget will be adopted before September 15th, as required by law. Budget amounts and fund allocations are summarized on page 10 of the enclosed proposed budget.



MONTGOMERY CENTRAL APPRAISAL DISTRICT  
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### Re: Summary

Consistent and positive customer experience for a population of 675,000 involving 374,000 parcels of property of all property types, over 201 taxing units, and within even shorter time limits, requires three key elements:

- Continue to acquire, and retain dedicated, professional staff
- Enhancing Cyber Security and protecting confidential data from inappropriate use
- Purchase new technologies

Thank you for Your support of the CAD Operating Budget, ARB Budget, and Special Technology Assessment. This is a positive step to meet the Growth of Montgomery County.

Please feel free to contact me with any questions or concerns as it pertains to the 2024 proposed budget.

Sincerely,

A handwritten signature in blue ink, appearing to be "JD", written over a light blue circular background.

Janet Jennings-Doyle, RPA, RTA, CCA, CTA  
Chief Appraiser  
Montgomery Central Appraisal District  
[jdoyle@mcad-tx.org](mailto:jdoyle@mcad-tx.org)  
936-521-8814

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# **Proposed 2024 Budget**

## **MONTGOMERY CENTRAL APPRAISAL DISTRICT**

JANUARY 1, 2024, THROUGH DECEMBER 31, 2024

### **EXECUTIVE SUMMARY**

JANET JENNINGS-DOYLE, CHIEF APPRAISER

CONROE, TEXAS

JUNE 2023

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Comparison of the 2024 budget to the 2023 budget



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## District Officials

Montgomery Central Appraisal District  
Board of Directors  
2023

Bruce Tough  
Chairman

Bonar Luzey, II  
Vice Chairman

Tammy McRae  
Secretary

Arthur Bredehoft  
Member

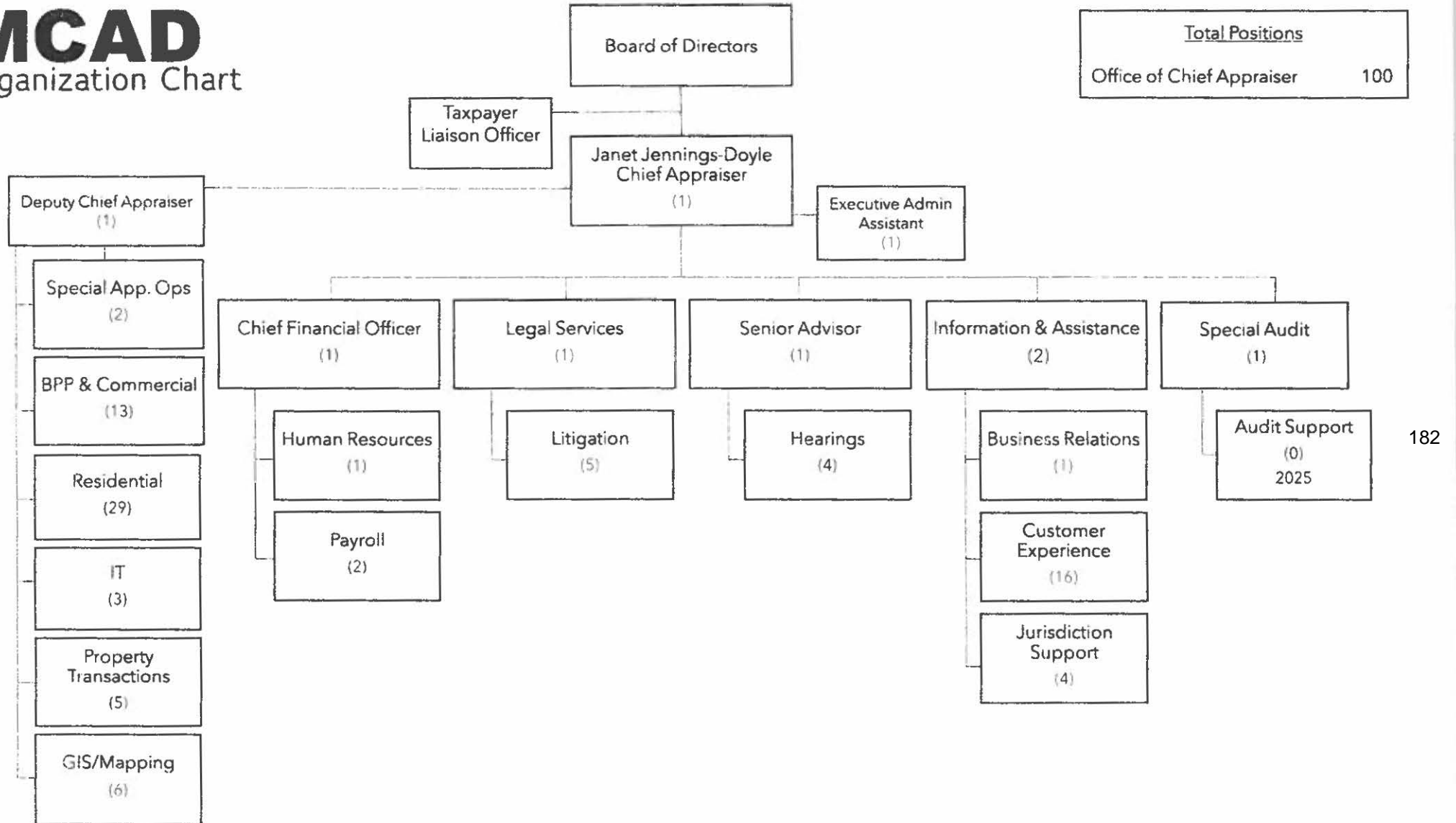
Frank Smith  
Member

Misty Perinne  
Member

Janet Jennings-Doyle  
Chief Appraiser

# MCAD

## Organization Chart



2024 OPERATING BUDGET SUPPORTING SCHEDULES

<b>50510</b>	<b>Salaries</b>		<b>\$6,202,440</b>
	Employee Salaries	\$5,763,405	
	New employess		
	Reserve for Overtime	\$186,000	
	Merit Increase 3.5%	\$209,035	
	Adjustment for 11 Employees under \$35,000	\$44,000	
<b>51910</b>	<b>Benefits</b>		<b>\$3,207,054</b>
	Employee Medical, Dental and Life Insurance	\$1,524,868	
	Texas County & District Retirement System	\$1,075,366	
	Texas Employment Commission	\$21,500	
	Social Security/FICA-Medicare	\$525,320	
<b>52010</b>	<b>Contract Labor</b>		<b>\$327,990</b>
	4 Temp Contractors	\$186,550	
	Board Tax Liason Officer	\$24,960	
	Full Time Security Team 2 members	\$116,480	
<b>52510</b>	<b>Office Supplies</b>		<b>\$53,400</b>
	Office Supplies	\$53,400	
<b>53010</b>	<b>Postage</b>		<b>\$440,000</b>
	Final Determination/Appeal Notices/ Regular Office Mailings/ Sales Verificati	\$102,000	
	Personal Property Renditions	\$15,550	
	Reappraisal Notices	\$173,800	
	TNT Notices	\$148,650	
<b>53510</b>	<b>Forms</b>		<b>\$75,920</b>
	Appraisal Notices & Inserts	\$31,420	
	Envelopes	\$9,000	
	Personal Property Rendition & Inserts	\$5,000	
	Miscellaneous Forms (Business cards, Appraisal Records, Etc.)	\$4,000	
	TNT Notices	\$20,500	
	HS Match Notices	\$6,000	
<b>54010</b>	<b>Books and Reports</b>		<b>\$14,248</b>
	Publications, Manuals and Reports Requiried by Appraisal and	\$14,248	
	Administration to Maintain a Proper Level of Competency		
<b>54310</b>	<b>Computer Supplies</b>		<b>\$21,120</b>
	Stock Paper	7,000	
	Toner	\$2,500	
	Miscellaneous PC Supplies	\$11,620	

**2024 OPERATING BUDGET SUPPORTING SCHEDULES**

<b>5410</b>	<b>Travel Allowance</b>		<b>\$576,820</b>
	49- Current employees are required to use their personal vehicles for District Business.		
	These employees are reimbursed for their travel expens.	\$556,820	
	Out-of-District travel and lodging to attend schools and seminars.	\$20,000	
<b>55010</b>	<b>Dues and Memberships</b>		<b>\$10,972</b>
	Texas Department of Licensing & Regulation	\$4,672	
	Certified Tax Assessor, IAAO, Appraisal Institute	\$2,800	
	Texas Association of Appraisal Districts, TAAO, TACA, HGAC, Texas ARC	\$3,500	
<b>55510</b>	<b>Bonds and Memberships</b>		<b>\$67,964</b>
	Workers' Compensation	\$12,000	
	Multi-Peril	\$39,000	
	Public Officials Liability	\$16,364	
	Bonds [Surety and Notary]	\$600	
<b>57010</b>	<b>Utilities</b>		<b>\$50,636</b>
	Electric Service	42,250	
	Natural Gas	\$686	
	Water and Sewer	\$7,700	
<b>57510</b>	<b>Legal Notices</b>		<b>\$4,400</b>
	Public Notice Advertising	\$4,400	
<b>58010</b>	<b>Education</b>		<b>\$36,400</b>
	Cost of Education Seminars, Classes and Tuition	\$36,400	
<b>60010</b>	<b>Communication</b>		<b>\$78,008</b>
	Consolidated	\$78,008	
<b>60510</b>	<b>Professional Services</b>		<b>\$970,906</b>
	Homestead Exemption Audit	\$286,050	
	P&A (Appraisal /Services)	\$286,000	
	Perdue Attorney (PBCFM)	\$373,856	
	HR Attorney/Retainer	\$5,000	
	Consulting (Rusty)	\$20,000	

2024 OPERATING BUDGET SUPPORTING SCHEDULES		
61010	Computer Services	\$589,817
	Nemo-/Q	\$4,000
	Costar	\$47,000
	Carahsoft	\$25,000
	Trepp	\$60,000
	Just Texas	\$7,885
	Just Appraised (HS, Deed & Protest)	\$158,000
	Orion	\$145,500
	BIS	\$127,432
	Accounting Software	\$15,000
61510	Mapping supplies	\$3,120
	General Supplies	\$1,120
	Computer Mapping System Supplies	\$2,000
62010	Appraisal Supplies	\$176,800
	Cameras, Photos, Measuring Wheels, Tape Measures, etc.	\$7,000
	Maps Aerial/Electronic	\$169,800
62510	Equipment Maintenance	\$29,120
	IT Maintenance & Repair	\$25,000
	Miscellaneous ( repair of non maintenance contract equipment)	\$4,120
62710	Equipment Rental	\$89,274
	Postage Equipment Lease & Maintenance	\$37,274
	Copy Machines/ Printers	\$52,000
63010	Non- Capital/Office E&F	\$75,000
	Personal Computers/GIS Upgrade	\$75,000
63510	Capital/Office E&F	\$13,000
	Upgrade/Replace/Maint. Servers	\$13,000
65510	Building Maintenance	\$80,788
	Facility and Grounds	\$65,788
	Grounds Maintenance Contract	\$15,000
66010	Custodial Services	\$53,680
	Custodial Service/ Supplies to Clean and Maintain District Offices	\$53,680
	Security Alarm Service & Repair	\$50,000
	New Security Doors and magnetic security locks.	
68010	Reseve for Contingency	\$25,000
	General Contingency	\$25,000
2024 Total Operating Budget		\$13,323,877

Montgomery Central Appraisal District  
2024 Budget Proposal

<b>57510</b>	<b>ARB Budget</b>		
	Staffing of 38-ARB-Members	\$1,061,400	
	ARB-Legal Service	\$10,400	
	Legal Expense for Protest Law Suits-Mediation&Arbitration	\$1,068,578	
	<b>2024 Total ARB Budget</b>		<b>\$2,140,378</b>
	<b>New Software</b>		
	Financed 5 yrs. @5.19%-Software used per yr.)+Interest to Finance.)	\$647,193	
	Annual Maintenance Cost for New Cad System Software	\$308,831	
	<b>Total New Software-Conversion and Licensing</b>		<b>\$956,024</b>
	<b>Total Operational Budget</b>		<b>\$13,323,877</b>
	<b>Appraisal Review Board (ARB) Protests Budget</b>		<b>\$2,140,378</b>
	<b>New Software Special Assessment in Budget 2024 to 2028</b>		<b>\$956,024.00</b>
	<b>Total Operation Budget with ARB and New Software</b>		<b>\$16,420,279</b>

## 2024 Proposed OPERATING BUDGET ACCOUNTS

ACCOUNT NUMBER	CATEGORY	2023 APPROVED BUDGET	2024 PROPOSED BUDGET
50510	Salaries	\$ 5,886,339.00	\$ 6,202,440.00
51910	Benefits	\$ 2,969,790.00	\$ 3,207,054.00
52010	Contract Labor	\$ 39,000.00	\$ 186,550.00
	Tax Liason	\$ -	\$ 24,960.00
	Security Services	\$ -	\$ 116,480.00
52510	Office Supplies	\$ 22,500.00	\$ 53,400.00
53010	Postage	\$ 256,180.00	\$ 440,000.00
53510	Forms	\$ 73,000.00	\$ 75,920.00
54010	Books & Reports	\$ 13,700.00	\$ 14,248.00
54310	Computer Supplies	\$ 15,500.00	\$ 21,120.00
54510	Travel Allowance	\$ 521,500.00	\$ 576,820.00
55010	Dues & Memberships	\$ 10,550.00	\$ 10,972.00
55510	Bonds & Insurance	\$ 65,350.00	\$ 67,964.00
57010	Utilities	\$ 37,150.00	\$ 50,636.00
57510	Appraisal Review Board		\$ -
58010	Legal Notices	\$ 2,500.00	\$ 4,400.00
58510	Education	\$ 35,000.00	\$ 36,400.00
60010	Communication	\$ 70,200.00	\$ 78,008.00
77910	Professional Services	\$ 1,816,579.00	\$ 970,906.00
61010	Computer Services	\$ 490,212.00	\$ 589,817.00
61510	Mapping Supplies	\$ 3,000.00	\$ 3,210.00
62010	Appraisal Supplies	\$ 170,000.00	\$ 176,800.00
62510	Equipment Maintenance	\$ 28,000.00	\$ 29,120.00
62710	Equipment Rental	\$ 85,840.00	\$ 89,273.60
63010	Non-Capital/Office Equipment/Furniture	\$ 35,000.00	\$ 75,000.00
63510	Capital/Office Equipment/Furniture	\$ 12,500.00	\$ 13,000.00
65510	Building Maintenance	\$ 45,950.00	\$ 80,788.00
66010	Custodial Services	\$ 42,000.00	\$ 53,680.00
67510	Building Security Maintance	\$ -	\$ 50,000.00
68010	Reserve for Contingency	\$ 25,000.00	\$ 25,000.00
<b>TOTAL</b>	<b>Operating Budget</b>	<b>\$ 12,772,340.00</b>	<b>\$ 13,323,966.60</b>
57510	ARB Members -Staff	\$ 495,000.00	\$ 1,061,400.00
	ARB Legal Service	\$ 10,400.00	\$ 10,400.00
	Protest Law Suits/Mediation/Arbitration	\$ 1,027,479.00	\$ 1,068,578.00
<b>Total</b>	<b>ARB Budget</b>	<b>\$ 1,532,879.00</b>	<b>\$ 2,140,378.00</b>
	Special Assessment 2024 New Software (Finance 5 Yr @ 5.19% per yr.		\$ 647,193.00
	Annual Maint for CAMA System		\$ 308,831.00
<b>Total</b>	<b>2024 New Software Short-term Budget</b>		<b>\$ 956,024.00</b>

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## **TEXAS PROPERTY TAX CODE SECTION**

**The following schedules are provided pursuant to Section 6.06(a) of the Texas Property Tax Code:**

- **Schedule of Positions**
- **Schedule of Appraisal Review Board Members**
- **Salary Schedule and Provisions**
- **Employee Benefits Schedule**
- **Appraisal Review Board Provisions**
- **Capital Expenditures**
- **2024 Estimated Cost Allocation to Taxing Units**



<b>Position</b>	<b>Grade</b>
Admin Assistant	AD
Admin Assistant	AD
Admin Assistant	AD
Admin Assistant	AD
Admin Assistant	AD
Analyst	A
Analyst	A
Analyst	A
Analyst	A
Analyst	A
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App

Appraiser	App
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Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
Appraiser	App
ARB Coordinator	Clerical
ARB Coordinator	Clerical
Assistant Director of Information and Assistance	EM
Assistant Director of Special Operations	EM
Asst. Manager of Litigation	M

BPP Supervisor	S
Business Relations	A
Chief Appraiser	E
Chief Financial Officer	E
Commercial Manager	M
Customer Service Agent	Clerical
Customer Service Agent	Clerical
Customer Service Agent	Clerical
Customer Service Agent	Clerical
Customer Service Supervisor	S
Deputy Chief Appraiser	E
Director of Information & Assistance	EM
Director of Special Operations	EM
Director Residential Ops	EM
Executive Assistant	Clerical
Exemptions Coordinator	Clerical
Exemptions Lead	Clerical
Exemptions Specialist	Clerical
Exemptions Specialist	Clerical
Exemptions Specialist	Clerical
Exemptions Specialist	Clerical
Exemptions Specialist	Clerical
Exemptions Specialist	Clerical
Exemptions Specialist	Clerical

Exemptions Supervisor	Clerical
GIS Technician	Technical
GIS Technician	Technical
GIS Technician	Technical
GIS Technician	Technical
Human Resources	A
IT	Technical
IT	Technical
IT Lead	Technical
Jurisdiction Support Liaison	Clerical
Jurisdiction Support Specialist	Clerical
Jurisdiction Support Specialist II	Clerical
Legal Services	E
Litigation Analyst	A
Litigation Director	E
Payroll	AD
Property Transactions	Technical
Property Transactions Technician	Technical
Property Transactions Technician	Technical
Property Transactions Technician	Technical
Property Transactions Technician	Technical
PT/GIS Specialist	Technical
Residential Lead Appraiser	App
Residential Manager	M

Residential Supervisor	S
Sales & Land Supervisor	S
Sr. Advisor	E
Sr. Appraiser	App
Sr. Land Analyst	App
Sr. Sales Analyst	App
<b>TOTAL POSITIONS = 100</b>	
<b>PART-TIME = 1</b>	

# SCHEDULE OF APPRAISAL REVIEW BOARD MEMBERS 2024 BUDGET

## Appraisal Review Board Provisions

The Appraisal Review Board of Montgomery County (ARB) is authorized by Section 6.41 of the Texas Property Tax Code as an entity separate from the Montgomery Central Appraisal District. The Code contains provisions about the separation of the two entities, and requirements to fund certain activities of the appraisal review board. ARB members are not employees of the district and are not eligible for appointment to the ARB if ever employed by the district. Other restrictions apply.

### ARB MEMBER

### Number of Positions - 38

1. ARB members are compensated at a flat per diem rate for each full day or half day of service on the appraisal review board that equals or exceeds eight hours, exclusive of lunch. A full day is defined as greater than four hours, exclusive of lunch. A half day is defined as less than four hours, exclusive of lunch. ARB members attending ARB meetings will receive half a day per diem. The per diem rate for such members shall be paid as follows:
2. The board of directors may provide a per diem of up to \$250 per full day for the chairman and \$200 for ARB members. Service shall mean sitting as a member of a panel, participating in a meeting of the full board, or attending training required by law or approved by the board of directors. The board of directors may provide that service for an officer or member of the ARB including such other activities as the board may prescribe. The chairman of the appraisal review board determines panel and training schedules for ARB members in consultation with the ARB administrator.

## 2024 Salary Schedule and Provisions

### A. Classified Positions Salary Schedule

Position Category	Min	Mid	Max
AD	\$40,000.00	\$52,000.00	\$65,000.00
A	\$60,000.00	\$70,000.00	\$95,000.00
App	\$42,000.00	\$52,000.00	\$65,000.00
Clerical	\$35,000.00	\$45,000.00	\$55,000.00
E	\$100,000.00	\$150,000.00	\$250,000.00
M & S	\$55,000.00	\$70,000.00	\$90,000.00
Technical	\$40,000.00	\$60,000.00	\$70,000.00

Ranges	TCDRS	Benefits	Total
AD	\$34,610.95	\$64,426.80	\$99,038
A	\$79,100.28	\$144,122.52	\$223,223
App	\$280,427.20	\$549,924.00	\$830,351
Clerical	\$126,360.93	\$266,181.96	\$392,543
E	\$173,496.18	\$221,683.44	\$395,180
M & S	\$73,295.99	\$89,014.20	\$162,310
Technical	\$94,508.21	\$199,072.08	\$293,580
<b>Total</b>	<b>\$861,799.74</b>	<b>\$1,534,425.00</b>	<b>\$2,396,225</b>
Life/AD&D			<b>\$874,068</b>

- B. It is expressly provided that the chief appraiser is authorized to grant salary adjustment increases to district employees according to the district's guidelines under the Salary Adjustment Program. The maximum shall not exceed the amount specifically budgeted as "Allowance for Salary Adjustments".

- C. The chief appraiser may substitute other classified position titles for those listed in this Schedule of Positions when the chief appraiser finds that such reclassifications are necessary for the effective performance of the district's responsibilities. The chief appraiser is further authorized to reassign an employee serving in a classified position to another classified position or to move the employee to another salary within the employee's salary grade as necessary to maintain desirable salary relationships.
- D. The chief appraiser is authorized to pay a full-time employee a stipend of up to \$300 for translation services per calendar year to ensure quality services to the limited English-proficient populations.
- E. The chief appraiser is authorized to pay vacation or compensatory leave hours or both, in excess of the maximum hours that carry over to the next year, limited to unspent budgeted funds. The chief appraiser will inform BOD prior to execution.
- F. CAD is proposing a 3.5% Merit in 2024 for salaries.
- G. Taxpayer Liaison (TLO) as Board Hire and approved by Property Tax Code.



## **Estimated 2024 Cost Allocation of Taxing Units**

The Montgomery Central Appraisal District is funded by the taxing units it serves. As provided in Section 6.06(d), Tax Code, "(E)ach taxing unit participating in the district is allocated a portion of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget proposal is prepared bears to the sum of the total dollar amount of property taxes imposed in the district by each participating unit for that year."

Section 6.06(d), Tax Code, requires "(E)ach taxing unit shall pay its allocation in four equal payments to be made at the end of each calendar quarter, and the first payment shall be made before January 1 of the year in which the budget takes effect." It has been the practice of the Montgomery Central Appraisal District to invoice the taxing units for their quarterly payments approximately 45 days prior to the due date. Since the first quarter billing for 2024 will be prepared and delivered on or about November 15, 2023, and before the time some 2023 tax rates have been determined or received, the first quarter of 2024 will be invoiced using incomplete information. The second quarter invoice will reflect the necessary corrections.

This estimate is prepared in May 2023 using 2022 tax rates and levies.

**MONTGOMERY CENTRAL APPRAISAL DISTRICT**  
**2024 Proposed Operating & ARB Budget**

<b>TAXING UNIT</b>	<b>Estimated % Budget Share</b>	<b>Estimated Budget Share</b>
Montgomery County	16.927077	2,617,637.87
Montgomery Co Hospital Dist	2.404746	371,874.87
Lone Star CC	4.313326	667,021.65
Cleveland ISD	0.027131	4,195.66
Conroe ISD	31.543444	4,877,942.92
Humble ISD	0.000000	0.00
Magnolia ISD	6.113295	945,372.50
Montgomery ISD	5.688876	879,739.40
New Caney ISD	5.285618	817,378.75
Richards ISD	0.032959	5,096.92
Splendora ISD	0.957617	148,087.79
Tomball ISD	0.941192	145,547.86
Willis ISD	3.538413	547,187.41
City of Cleveland	0.009724	1,503.79
City of Conroe	2.903777	449,046.10
City of Houston	0.349672	54,074.00
City of Magnolia	0.071986	11,132.03
City of Montgomery	0.079437	12,284.22
City of Oak Ridge No.	0.114606	17,722.84
City of Panorama Village	0.092947	14,373.51
City of Patton Village	0.011365	1,757.50
City of Roman Forest	0.060750	9,394.53
City of Shenandoah	0.136704	21,140.12
City of Splendora	0.030860	4,772.33
City of Stagecoach	0.018017	2,786.20
City of Willis	0.140112	21,667.19
City of Woodbranch Village	0.017981	2,780.66
City of Woodloch	0.002210	341.69
The Woodlands Township	3.057204	472,772.36
Blake Tree MUD 1	0.126353	19,539.44
Chateau Woods MUD	0.023832	3,685.38
Cleveland MUD 1*	0.003171	490.31
Clover Creek MUD	0.039426	6,096.93
Conroe MUD 1	0.063082	9,755.10
Conroe Municipal Mgmt Distr 1	0.187872	29,052.89
Conroe Municipal Mgmt Distr 2 *	0.000000	0.00
Corinthian Point MUD 2	0.024351	3,765.64
E Montgomery County MUD 3	0.142903	22,098.76
E Montgomery County MUD 4	0.076937	11,897.73
E Montgomery County MUD 5	0.000000	0.00
E Montgomery County MUD 6	0.181054	27,998.53
E Montgomery County MUD 7	0.060483	9,353.27
E Montgomery County MUD 12	0.022739	3,516.47
E Montgomery County MUD 14	0.000000	0.00
E Montgomery County MUD 14A		
East Plantation UD	0.045687	7,065.07
Far Hills UD	0.089595	13,855.22

**MONTGOMERY CENTRAL APPRAISAL DISTRICT**  
**2024 Proposed Budget**

<b>TAXING UNIT</b>	<b>Estimated % Budget Share</b>	<b>Estimated Budget Share</b>
Grand Oaks MUD	0.045214	6,991.97
Harris - Montgomery Counties Managemen	0.085733	13,258.00
Harris - Montgomery Counties Managemen	0.000000	0.00
Harris County MUD 386	0.084393	13,050.66
Kings Manor MUD	0.100816	15,590.38
Lake Conroe Hills MUD	0.047046	7,275.32
Lazy River ID	0.010938	1,691.44
Magnolia East MUD	0.008294	1,282.67
Montgomery Co DD 6	0.129018	19,951.68
Montgomery Co DD 10	0.120649	18,657.34
Montgomery County FWSD 6	0.006524	1,008.82
Montgomery County MUD 06	0.045183	6,987.23
Montgomery County MUD 07	0.065370	10,108.93
Montgomery County MUD 08	0.111936	17,309.98
Montgomery County MUD 09	0.138405	21,403.19
Montgomery County MUD 15	0.199706	30,882.93
Montgomery County MUD 16	0.018349	2,837.50
Montgomery County MUD 18	0.218791	33,834.35
Montgomery County MUD 19	0.032112	4,965.84
Montgomery County MUD 24	0.061059	9,442.24
Montgomery County MUD 36	0.012239	1,892.69
Montgomery County MUD 39	0.121420	18,776.65
Montgomery County MUD 42	0.060912	9,419.50
Montgomery County MUD 46	0.483774	74,811.76
Montgomery County MUD 47	0.308652	47,730.57
Montgomery County MUD 56	0.029102	4,500.35
Montgomery County MUD 60	0.185416	28,673.12
Montgomery County MUD 67	0.163670	25,310.26
Montgomery County MUD 83	0.094240	14,573.44
Montgomery County MUD 84	0.161550	24,982.49
Montgomery County MUD 88	0.232111	35,894.16
Montgomery County MUD 89	0.173906	26,893.11
Montgomery County MUD 90	0.064923	10,039.84
Montgomery County MUD 92	0.055823	8,632.65
Montgomery County MUD 94	0.232959	36,025.28
Montgomery County MUD 95	0.268541	41,527.73
Montgomery County MUD 96	0.099764	15,427.66
Montgomery County MUD 98	0.146349	22,631.72
Montgomery County MUD 99	0.136396	21,092.52
Montgomery County MUD 100 *	0.000925	143.01
Montgomery County MUD 105	0.325513	50,338.00
Montgomery County MUD 107	0.101370	15,676.04
Montgomery County MUD 108	0.016063	2,484.07
Montgomery County MUD 110	0.000000	
Montgomery County MUD 111	0.080415	12,435.57
Montgomery County MUD 112	0.310551	48,024.24
Montgomery County MUD 113	0.732009	113,199.34

MONTGOMERY CENTRAL APPRAISAL DISTRICT  
2024 Proposed Budget

TAXING UNIT	Estimated % Budget Share	Estimated Budget Share
Montgomery County MUD 115	0.393838	60,903.98
Montgomery County MUD 119	0.672779	104,039.93
Montgomery County MUD 121	0.063646	9,842.40
Montgomery County MUD 123	0.000000	0.00
Montgomery County MUD 125	0.000000	0.00
Montgomery County MUD 126	0.092998	14,381.46
Montgomery County MUD 127	0.152031	23,510.42
Montgomery County MUD 128A	0.084938	13,135.03
Montgomery County MUD 129	0.000000	
Montgomery County MUD 130 *	0.000000	0.00
Montgomery County MUD 131 *	0.005328	823.94
Montgomery County MUD 132	0.063482	9,817.01
Montgomery County MUD 137	0.131338	20,310.44
Montgomery County MUD 138	0.077759	12,024.78
Montgomery County MUD 139	0.219033	33,871.67
Montgomery County MUD 140	0.001529	236.48
Montgomery County MUD 141	0.057667	8,917.76
Montgomery County MUD 142	0.038812	6,002.01
Montgomery County MUD 144 *	0.001347	208.33
Montgomery County MUD 145	0.001170	180.92
Montgomery County MUD 147 *	0.000004	0.55
Montgomery County MUD 148	0.028344	4,383.20
Montgomery County MUD 149	0.000489	75.57
Montgomery County MUD 150	0.000875	135.32
Montgomery County MUD 151	0.001070	165.39
Montgomery County MUD 152 A*	0.000000	0.00
Montgomery County MUD 152 B*	0.000000	
Montgomery County MUD 152 C*	0.000000	
Montgomery County MUD 152 D*	0.000000	
Montgomery County MUD 154A *	0.000000	0.00
Montgomery County MUD 154B *	0.000000	0.00
Montgomery County MUD 155	0.000000	
Montgomery County MUD 158	0.000000	
Montgomery County MUD 160	0.000000	0.00
Montgomery County MUD 162	0.000000	
Montgomery County MUD 163	0.000000	0.00
Montgomery County MUD 164	0.025959	4,014.37
Montgomery County MUD 165	0.009974	1,542.38
Montgomery County MUD 166 *	0.015296	2,365.39
Montgomery County MUD 172	0.000000	
Montgomery County MUD 173 *	0.000000	0.00
Montgomery County MUD 174 *	0.001493	230.94
Montgomery County MUD 176	0.000000	
Montgomery County MUD 178 *	0.000000	0.00
Montgomery County MUD 180	0.000000	0.00
Montgomery County MUD 183	0.000000	
Montgomery County MUD 185	0.000000	
Montgomery County MUD 186	0.000000	0.00
Montgomery County MUD 187	0.000000	0.00

MONTGOMERY CENTRAL APPRAISAL DISTRICT  
2024 Proposed Budget

TAXING UNIT	Estimated % Budget Share	Estimated Budget Share
Montgomery County MUD 188	0.000000	0.00
Montgomery County MUD 189	0.000000	0.00
Montgomery County MUD 190	0.000000	0.00
Montgomery County MUD 191	0.001461	225.92
Montgomery County MUD 196	0.000000	
Montgomery County MUD 197	0.000000	
Montgomery County MUD 199	0.000000	
Montgomery County MUD 201	0.000000	0.00
Montgomery County MUD 206	0.000000	
Montgomery County MUD 209	0.000000	
Montgomery County UD 2	0.064827	10,025.02
Montgomery County UD 3	0.016548	2,559.09
Montgomery County UD 4	0.034542	5,341.58
Montgomery County WCID 1	0.194620	30,096.47
Montgomery County WCID 4 *	0.001520	235.07
Montgomery County WCID 205	0.000000	
New Caney MUD	0.166663	25,773.12
New Caney MUD- Hendricks DA	0.009255	1,431.23
Point Aquarius MUD	0.067468	10,433.32
Porter MUD	0.191191	29,566.21
Porter MUD- Auburn Trails DA #1	0.028057	4,338.87
Porter MUD- Hendericks DA	0.063057	9,751.19
Porter MUD- Auburn Trails DA 2	0.020657	3,194.42
Porter MUD- Valley Ranch DA	0.000000	0.00
Porter MUD- Montgomery Crossing DA	0.000000	0.00
Rayford Road MUD	0.238390	36,865.17
River Plantation MUD	0.032484	5,023.37
Roman Forest Cons. MUD	0.011135	1,721.96
Roman Forest PUD 3	0.001472	227.57
Roman Forest PUD 4	0.002529	391.06
So. Montgomery County MUD	0.114559	17,715.56
Spring Creek UD	0.448021	69,282.87
Stanley Lake MUD	0.158992	24,586.82
Texas National MUD	0.033015	5,105.51
Valley Ranch MUD 1	0.178990	27,679.45
Valley Ranch Town Ctr Mg Dist	0.109024	16,859.73
Valley Ranch Medical Ctr Mg Dist	0.002072	320.47
Wood Trace MUD 1	0.198264	30,659.98
Woodlands Metro Center MUD	0.125299	19,376.53
Woodlands MUD 1	0.042800	6,618.62
Woodlands Road Dist 1	0.381176	58,945.79
Woodridge MUD	0.148321	22,936.62
Montgomery Co ESD 1	0.331395	51,247.54
Montgomery Co ESD 2	0.330364	51,088.16
Montgomery Co ESD 3	0.203880	31,528.42

MONTGOMERY CENTRAL APPRAISAL DISTRICT  
2024 Proposed Budget

<b>TAXING UNIT</b>	<b>Estimated % Budget Share</b>	<b>Estimated Budget Share</b>
Montgomery Co ESD 4	0.160172	24,769.25
Montgomery Co ESD 6	0.237440	36,718.25
Montgomery Co ESD 7	0.168520	26,060.34
Montgomery Co ESD 8	0.539684	83,457.78
Montgomery Co ESD 9	0.094051	14,544.25
Montgomery Co ESD 10	0.589291	91,129.24
Montgomery Co ESD 14	0.030935	4,783.88
<b>TOTAL</b>	<b>100%</b>	<b>15,464,205</b>
Budget Proration is an estimate. This estimate is based on the Adopted 2022 Tax Rate and 2022 Certified Values. Estimates will be low for Districts with a significant increase in Levy.		

**MONTGOMERY CENTRAL APPRAISAL DISTRICT**  
**2024 Proposed Special Assessment Budget (New Software)**

**5 Year Finance Plan**

<b>TAXING UNIT</b>	<b>Estimated % Budget Share</b>	<b>Estimated Budget Share</b>
Montgomery County	16.927077	161,826.92
Montgomery Co Hospital Dist	2.404746	22,989.95
Lone Star CC	4.313326	41,236.44
Cleveland ISD	0.027131	259.38
Conroe ISD	31.543444	301,562.90
Humble ISD	0.000000	0.00
Magnolia ISD	6.113295	58,444.57
Montgomery ISD	5.688876	54,387.02
New Caney ISD	5.285618	50,531.77
Richards ISD	0.032959	315.10
Splendora ISD	0.957617	9,155.04
Tomball ISD	0.941192	8,998.02
Willis ISD	3.538413	33,828.08
City of Cleveland	0.009724	92.97
City of Conroe	2.903777	27,760.81
City of Houston	0.349672	3,342.95
City of Magnolia	0.071986	688.20
City of Montgomery	0.079437	759.43
City of Oak Ridge No.	0.114606	1,095.66
City of Panorama Village	0.092947	888.60
City of Patton Village	0.011365	108.65
City of Roman Forest	0.060750	580.79
City of Shenandoah	0.136704	1,306.92
City of Splendora	0.030860	295.03
City of Stagecoach	0.018017	172.25
City of Willis	0.140112	1,339.50
City of Woodbranch Village	0.017981	171.91
City of Woodloch	0.002210	21.12
The Woodlands Township	3.057204	29,227.61
Blake Tree MUD 1	0.126353	1,207.96
Chateau Woods MUD	0.023832	227.84
Cleveland MUD 1*	0.003171	30.31
Clover Creek MUD	0.039426	376.92
Conroe MUD 1	0.063082	603.08
Conroe Municipal Mgmt Distr 1	0.187872	1,796.10
Conroe Municipal Mgmt Distr 2 *	0.000000	0.00
Corinthian Point MUD 2	0.024351	232.80
E Montgomery County MUD 3	0.142903	1,366.18
E Montgomery County MUD 4	0.076937	735.54
E Montgomery County MUD 5	0.000000	0.00
E Montgomery County MUD 6	0.181054	1,730.92
E Montgomery County MUD 7	0.060483	578.24
E Montgomery County MUD 12	0.022739	217.39
E Montgomery County MUD 14	0.000000	0.00
E Montgomery County MUD 14A		
East Plantation UD	0.045687	436.77
Far Hills UD	0.089595	856.55



**MONTGOMERY CENTRAL APPRAISAL DISTRICT**  
**2024 Proposed Special Assessment Budget (New Software)**  
**5 Year Finance Plan**

<b>TAXING UNIT</b>	<b>Estimated % Budget Share</b>	<b>Estimated Budget Share</b>
Grand Oaks MUD	0.045214	432.26
Harris - Montgomery Counties Managemen	0.085733	819.63
Harris - Montgomery Counties Managemen	0.000000	0.00
Harris County MUD 386	0.084393	806.81
Kings Manor MUD	0.100816	963.82
Lake Conroe Hills MUD	0.047046	449.77
Lazy River ID	0.010938	104.57
Magnolia East MUD	0.008294	79.30
Montgomery Co DD 6	0.129018	1,233.45
Montgomery Co DD 10	0.120649	1,153.43
Montgomery County FWSD 6	0.006524	62.37
Montgomery County MUD 06	0.045183	431.96
Montgomery County MUD 07	0.065370	624.95
Montgomery County MUD 08	0.111936	1,070.13
Montgomery County MUD 09	0.138405	1,323.18
Montgomery County MUD 15	0.199706	1,909.24
Montgomery County MUD 16	0.018349	175.42
Montgomery County MUD 18	0.218791	2,091.70
Montgomery County MUD 19	0.032112	307.00
Montgomery County MUD 24	0.061059	583.74
Montgomery County MUD 36	0.012239	117.01
Montgomery County MUD 39	0.121420	1,160.80
Montgomery County MUD 42	0.060912	582.33
Montgomery County MUD 46	0.483774	4,624.99
Montgomery County MUD 47	0.308652	2,950.79
Montgomery County MUD 56	0.029102	278.22
Montgomery County MUD 60	0.185416	1,772.62
Montgomery County MUD 67	0.163670	1,564.72
Montgomery County MUD 83	0.094240	900.96
Montgomery County MUD 84	0.161550	1,544.46
Montgomery County MUD 88	0.232111	2,219.04
Montgomery County MUD 89	0.173906	1,662.58
Montgomery County MUD 90	0.064923	620.68
Montgomery County MUD 92	0.055823	533.69
Montgomery County MUD 94	0.232959	2,227.15
Montgomery County MUD 95	0.268541	2,567.32
Montgomery County MUD 96	0.099764	953.76
Montgomery County MUD 98	0.146349	1,399.13
Montgomery County MUD 99	0.136396	1,303.98
Montgomery County MUD 100 *	0.000925	8.84
Montgomery County MUD 105	0.325513	3,111.98
Montgomery County MUD 107	0.101370	969.12
Montgomery County MUD 108	0.016063	153.57
Montgomery County MUD 110	0.000000	
Montgomery County MUD 111	0.080415	768.79
Montgomery County MUD 112	0.310551	2,968.94
Montgomery County MUD 113	0.732009	6,998.18



**MONTGOMERY CENTRAL APPRAISAL DISTRICT**  
**2024 Proposed Special Assessment Budget (New Software)**  
**5 Year Finance Plan**

<b>TAXING UNIT</b>	<b>Estimated % Budget Share</b>	<b>Estimated Budget Share</b>
Montgomery County MUD 115	0.393838	3,765.19
Montgomery County MUD 119	0.672779	6,431.93
Montgomery County MUD 121	0.063646	608.47
Montgomery County MUD 123	0.000000	0.00
Montgomery County MUD 125	0.000000	0.00
Montgomery County MUD 126	0.092998	889.09
Montgomery County MUD 127	0.152031	1,453.45
Montgomery County MUD 128A	0.084938	812.03
Montgomery County MUD 129	0.000000	
Montgomery County MUD 130 *	0.000000	0.00
Montgomery County MUD 131 *	0.005328	50.94
Montgomery County MUD 132	0.063482	606.90
Montgomery County MUD 137	0.131338	1,255.63
Montgomery County MUD 138	0.077759	743.39
Montgomery County MUD 139	0.219033	2,094.01
Montgomery County MUD 140	0.001529	14.62
Montgomery County MUD 141	0.057667	551.31
Montgomery County MUD 142	0.038812	371.05
Montgomery County MUD 144 *	0.001347	12.88
Montgomery County MUD 145	0.001170	11.18
Montgomery County MUD 147 *	0.000004	0.03
Montgomery County MUD 148	0.028344	270.98
Montgomery County MUD 149	0.000489	4.67
Montgomery County MUD 150	0.000875	8.37
Montgomery County MUD 151	0.001070	10.22
Montgomery County MUD 152 A*	0.000000	0.00
Montgomery County MUD 152 B*	0.000000	
Montgomery County MUD 152 C*	0.000000	
Montgomery County MUD 152 D*	0.000000	
Montgomery County MUD 154A *	0.000000	0.00
Montgomery County MUD 154B *	0.000000	0.00
Montgomery County MUD 155	0.000000	
Montgomery County MUD 158	0.000000	
Montgomery County MUD 160	0.000000	0.00
Montgomery County MUD 162	0.000000	
Montgomery County MUD 163	0.000000	0.00
Montgomery County MUD 164	0.025959	248.18
Montgomery County MUD 165	0.009974	95.35
Montgomery County MUD 166 *	0.015296	146.23
Montgomery County MUD 172	0.000000	
Montgomery County MUD 173 *	0.000000	0.00
Montgomery County MUD 174 *	0.001493	14.28
Montgomery County MUD 176	0.000000	
Montgomery County MUD 178 *	0.000000	0.00
Montgomery County MUD 180	0.000000	0.00
Montgomery County MUD 183	0.000000	
Montgomery County MUD 185	0.000000	
Montgomery County MUD 186	0.000000	0.00

**MONTGOMERY CENTRAL APPRAISAL DISTRICT**  
**2024 Proposed Special Assessment Budget (New Software)**  
**5 Year Finance Plan**

<b>TAXING UNIT</b>	<b>Estimated % Budget Share</b>	<b>Estimated Budget Share</b>
Montgomery County MUD 187	0.000000	0.00
Montgomery County MUD 188	0.000000	0.00
Montgomery County MUD 189	0.000000	0.00
Montgomery County MUD 190	0.000000	0.00
Montgomery County MUD 191	0.001461	13.97
Montgomery County MUD 196	0.000000	
Montgomery County MUD 197	0.000000	
Montgomery County MUD 199	0.000000	
Montgomery County MUD 201	0.000000	0.00
Montgomery County MUD 206	0.000000	
Montgomery County MUD 209	0.000000	
Montgomery County UD 2	0.064827	619.76
Montgomery County UD 3	0.016548	158.21
Montgomery County UD 4	0.034542	330.23
Montgomery County WCID 1	0.194620	1,860.62
Montgomery County WCID 4 *	0.001520	14.53
Montgomery County WCID 205	0.000000	
New Caney MUD	0.166663	1,593.34
New Caney MUD- Hendricks DA	0.009255	88.48
Point Aquarius MUD	0.067468	645.01
Porter MUD	0.191191	1,827.83
Porter MUD- Auburn Trails DA #1	0.028057	268.24
Porter MUD- Hendericks DA	0.063057	602.84
Porter MUD- Auburn Trails DA 2	0.020657	197.48
Porter MUD- Valley Ranch DA	0.000000	0.00
Porter MUD- Montgomery Crossing DA	0.000000	0.00
Rayford Road MUD	0.238390	2,279.07
River Plantation MUD	0.032484	310.55
Roman Forest Cons. MUD	0.011135	106.45
Roman Forest PUD 3	0.001472	14.07
Roman Forest PUD 4	0.002529	24.18
So. Montgomery County MUD	0.114559	1,095.21
Spring Creek UD	0.448021	4,283.19
Stanley Lake MUD	0.158992	1,520.00
Texas National MUD	0.033015	315.63
Valley Ranch MUD 1	0.178990	1,711.19
Valley Ranch Town Ctr Mg Dist	0.109024	1,042.30
Valley Ranch Medical Ctr Mg Dist	0.002072	19.81
Wood Trace MUD 1	0.198264	1,895.45
Woodlands Metro Center MUD	0.125299	1,197.89
Woodlands MUD 1	0.042800	409.17
Woodlands Road Dist 1	0.381176	3,644.13
Woodridge MUD	0.148321	1,417.98
Montgomery Co ESD 1	0.331395	3,168.21
Montgomery Co ESD 2	0.330364	3,158.36
Montgomery Co ESD 3	0.203880	1,949.14

MONTGOMERY CENTRAL APPRAISAL DISTRICT  
2024 Proposed Special Assessment Budget (New Software)  
5 Year Finance Plan

<b>TAXING UNIT</b>	<b>Estimated % Budget Share</b>	<b>Estimated Budget Share</b>
Montgomery Co ESD 4	0.160172	1,531.28
Montgomery Co ESD 6	0.237440	2,269.99
Montgomery Co ESD 7	0.168520	1,611.10
Montgomery Co ESD 8	0.539684	5,159.50
Montgomery Co ESD 9	0.094051	899.15
Montgomery Co ESD 10	0.589291	5,633.77
Montgomery Co ESD 14	0.030935	295.75
<b>TOTAL</b>	<b>100%</b>	<b>956,024</b>
Budget Proration is an estimate. This estimate is based on the Adopted 2022 Tax Rate and 2022 Certified Values. Estimates will be low for Districts with a significant increase in Levy.		

## Receive Financial Reports

**Recommendation:**

That the Conroe Independent School District Board of Trustees accept the attached year-to-date financial reports for information as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

**Explanation:**

Each month we provide you with copies of various year-to-date financial reports for your perusal and filing.

**Policy Reference:** Legal and Local Board Policy CFA

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Darrin Rice  
*Chief Financial Officer*

Karen Garza  
*Director of Finance*

CONROE INDEPENDENT SCHOOL DISTRICT  
BALANCE SHEET  
GENERAL FUND, DEBT SERVICE, CHILD NUTRITION, AND SELF FUNDED  
July 31, 2023

	General Fund	Debt Service Fund	Child Nutrition Fund	Self Funded Insurance
<b>ASSETS</b>				
Cash and Investments	\$ 250,303,778	\$ 55,300,700	\$ 13,439,832	\$ 11,302,858
Property Taxes	24,026,621	6,950,386	-	-
Allowance for Uncollectible Taxes	(1,533,889)	(304,601)	-	-
Due From Other Governments	-	-	(262,213)	-
Accrued Interest	58,008	-	-	-
Due From Other Funds	-	-	-	-
Sundry Receivables	929,267	-	290	128,480
Inventories, at Cost	3,477,910	-	1,077,303	-
<b>Total Assets</b>	<b>\$ 277,261,695</b>	<b>\$ 61,946,485</b>	<b>\$ 14,255,212</b>	<b>\$ 11,431,338</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 79,535	\$ -	\$ 640	\$ 4,089,890
Payroll Deductions and Withholdings Payable	4,092,301	-	-	-
Due to Other Funds	-	-	-	-
Due to Other Governments	43	-	-	-
Deferred Revenue	22,584,808	6,430,014	596,845	-
<b>Total Liabilities</b>	<b>26,756,687</b>	<b>6,430,014</b>	<b>597,485</b>	<b>4,089,890</b>
<b>FUND BALANCES</b>				
Nonspendable:				
Inventory	3,477,910	-	1,077,303	-
Restricted for:				
Food Service Operations	-	-	12,580,424	-
Debt Service	-	55,516,471	-	-
Committed:	-	-	-	7,341,448
Assigned:	11,206,398	-	-	-
Unassigned:	235,820,700	-	-	-
<b>Total Fund Balances</b>	<b>250,505,008</b>	<b>55,516,471</b>	<b>13,657,727</b>	<b>7,341,448</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 277,261,695</b>	<b>\$ 61,946,485</b>	<b>\$ 14,255,212</b>	<b>\$ 11,431,338</b>

CONROE INDEPENDENT SCHOOL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
GENERAL FUND, DEBT SERVICE, CHILD NUTRITION, AND SELF FUNDED  
FOR THE MONTH ENDED JULY 31, 2023

	General Fund	Debt Service Fund	Child Nutrition Fund	Self Funded Insurance
<b>REVENUES</b>				
Local and Intermediate Sources	\$ 447,530,777	\$ 133,173,444	\$ 9,073,995	\$ 49,052,093
State Program Revenues	108,244,518	4,061,097	148,324	-
Federal Program Revenues	11,189,718	-	18,773,084	-
<b>Total Revenues</b>	<b>566,965,013</b>	<b>137,234,541</b>	<b>27,995,403</b>	<b>49,052,093</b>
<b>EXPENDITURES</b>				
Current:				
Instruction	305,986,438	-	-	-
Instructional Resources & Media Service	4,964,409	-	-	-
Curriculum & Instructional Staff Development	7,229,495	-	-	-
Instructional Administration	5,304,784	-	-	-
School Administration	30,845,095	-	-	-
Guidance and Counseling	17,756,537	-	-	-
Social Work Services	898,881	-	-	-
Health Services	655,413	-	-	-
Student (Pupil) Transportation	27,563,992	-	-	-
Food Services	-	-	25,196,594	-
Cocurricular/Extracurricular Activities	12,566,847	-	-	-
General Administration	9,657,457	-	-	47,933,004
Plant Maintenance and Operations	54,242,198	-	1,885,331	-
Security and Monitoring Services	7,439,654	-	-	-
Data Processing Services	7,265,663	-	-	-
Community Services	1,960	-	-	-
Debt Service	-	101,116,027	-	-
Facilities Acquisition and Construction	2,163,107	-	-	-
Other Intergovernmental Charges	4,059,701	-	-	-
<b>Total Expenditures</b>	<b>498,601,631</b>	<b>101,116,027</b>	<b>27,081,925</b>	<b>47,933,004</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>68,363,382</b>	<b>36,118,514</b>	<b>913,478</b>	<b>1,119,089</b>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Refunding Bonds Issued	-	-	-	-
Premium or Discount on Issuance of Bonds	-	-	-	-
Capital-Related Debt Issuance	-	-	-	-
Other (Uses), Sources	-	-	-	-
Payment to Bond Refunding Escrow Agent	-	-	-	-
<b>Total Other Financing Sources and (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net Change in Fund Balances	68,363,382	36,118,514	913,478	1,119,089
<b>Fund Balance - Beginning</b>	<b>182,141,626</b>	<b>19,397,957</b>	<b>12,744,249</b>	<b>6,222,359</b>
<b>Fund Balance - Ending</b>	<b>\$ 250,505,008</b>	<b>\$ 55,516,471</b>	<b>\$ 13,657,727</b>	<b>\$ 7,341,448</b>

**Conroe Independent School District**  
**General Fund**  
**Combined Statement of Revenues and Expenditures ( Includes Encumbrances)**  
**Budget and Actual**  
**For the Month Ended July 31, 2023**

**REVENUES**

	CONTROL GROUP	TITLE	BUDGET	ACTUAL	AVAILABLE	YTD/ BUD	3 YR TREND YTD/BUD	VARIANCE
	5700	LOCAL REVENUE	\$ 453,249,409	\$ 447,571,345	\$ 5,678,064	98.75%	98.94%	-0.19%
	5800	STATE REVENUE	181,374,314	108,244,518	73,129,796	59.68%	74.21%	-14.53%
	5900	FEDERAL REVENUE	4,250,002	11,189,718	(6,939,715)	263.29%	179.40%	83.89%
		<b>Total Operating Revenues</b>	<b>638,873,725</b>	<b>567,005,580</b>	<b>71,868,145</b>	<b>88.75%</b>	<b>93.29%</b>	<b>-4.54%</b>

**EXPENDITURES**

CONTROL							3 YR	
FUNCTION	GROUP	TITLE	BUDGET	YTD EXP/ENC	AVAILABLE	YTD/ BUD	TREND YTD/BUD	VARIANCE
11	6100	TOTAL PAYROLL	395,829,675.26	314,481,905.00	81,347,770.26	79.45%	83.13%	-3.68%
11	6200	CONTRACTED SERVICES	1,569,797.79	1,296,993.28	272,804.51	82.62%	80.56%	2.06%
11	6300	SUPPLIES AND MATERI	12,053,334.58	9,706,612.99	2,346,721.59	80.53%	77.91%	2.62%
11	6400	OTHER OPERATING EXP	1,295,298.52	1,127,479.19	167,819.33	87.04%	79.78%	7.26%
11	6600	CAPITAL OUTLAY	346,123.37	345,833.54	289.83	99.92%	98.42%	1.50%
			411,094,229.52	326,958,824.00	84,135,405.52	79.53%	82.95%	-3.42%
12	6100	TOTAL PAYROLL	5,900,893.87	4,546,640.50	1,354,253.37	77.05%	80.22%	-3.17%
12	6200	CONTRACTED SERVICES	50,196.98	19,196.04	31,000.94	38.24%	33.21%	5.03%
12	6300	SUPPLIES AND MATERI	710,881.26	650,929.30	59,951.96	91.57%	96.90%	-5.33%
12	6400	OTHER OPERATING EXP	11,397.59	11,295.94	101.65	99.11%	86.09%	13.02%
12	6600	CAPITAL OUTLAY	1,554.19	-	1,554.19	0.00%	0.00%	0.00%
			6,674,923.89	5,228,061.78	1,446,862.11	78.32%	81.65%	-3.33%
13	6100	TOTAL PAYROLL	9,305,934.00	7,304,427.94	2,001,506.06	78.49%	77.39%	1.10%
13	6200	CONTRACTED SERVICES	93,115.63	85,579.32	7,536.31	91.91%	57.13%	34.78%
13	6300	SUPPLIES AND MATERI	114,667.55	107,294.49	7,373.06	93.57%	70.82%	22.75%
13	6400	OTHER OPERATING EXP	195,276.13	130,302.45	64,973.68	66.73%	76.32%	-9.59%
			9,708,993.31	7,627,604.20	2,081,389.11	78.56%	76.54%	2.02%
21	6100	TOTAL PAYROLL	5,954,237.00	4,861,330.61	1,092,906.39	81.64%	82.77%	-1.13%
21	6200	CONTRACTED SERVICES	251,740.06	128,862.57	122,877.49	51.19%	78.56%	-27.37%
21	6300	SUPPLIES AND MATERI	571,163.06	478,139.64	93,023.42	83.71%	78.70%	5.01%
21	6400	OTHER OPERATING EXP	317,664.20	234,251.80	83,412.40	73.74%	71.28%	2.46%
			7,094,804.32	5,702,584.62	1,392,219.70	80.38%	81.69%	-1.31%
23	6100	TOTAL PAYROLL	40,441,975.97	32,042,157.75	8,399,818.22	79.23%	84.14%	-4.91%
23	6200	CONTRACTED SERVICES	35,261.42	25,183.20	10,078.22	71.42%	91.00%	-19.58%
23	6300	SUPPLIES AND MATERI	258,517.39	209,712.04	48,805.35	81.12%	85.36%	-4.24%
23	6400	OTHER OPERATING EXP	106,966.35	92,187.07	14,779.28	86.18%	87.77%	-1.59%
23	6600	CAPITAL OUTLAY	75.00	-	75.00	0.00%	0.00%	0.00%
			40,842,796.13	32,369,240.06	8,473,556.07	79.25%	84.16%	-4.91%
31	6100	TOTAL PAYROLL	22,737,394.00	17,752,348.42	4,985,045.58	78.08%	83.43%	-5.35%
31	6200	CONTRACTED SERVICES	166,933.07	134,736.97	32,196.10	80.71%	72.20%	8.51%
31	6300	SUPPLIES AND MATERI	920,724.46	684,484.23	236,240.23	74.34%	72.24%	2.10%
31	6400	OTHER OPERATING EXP	79,968.46	61,495.05	18,473.41	76.90%	76.14%	0.76%
			23,905,019.99	18,633,064.67	5,271,955.32	77.95%	82.63%	-4.68%
32	6100	TOTAL PAYROLL	943,151.00	699,142.04	244,008.96	74.13%	76.46%	-2.33%
32	6200	CONTRACTED SERVICES	424,000.00	424,000.00	-	100.00%	62.29%	37.71%
32	6300	SUPPLIES AND MATERI	5,886.30	4,769.80	1,116.50	81.03%	77.56%	3.47%
32	6400	OTHER OPERATING EXP	21,802.91	20,494.99	1,307.92	94.00%	50.34%	43.66%
			1,394,840.21	1,148,406.83	246,433.38	82.33%	78.56%	3.77%
33	6100	TOTAL PAYROLL	938,166.75	355,719.46	582,447.29	37.92%	61.25%	-23.33%
33	6200	CONTRACTED SERVICES	171,424.44	171,421.50	2.94	100.00%	38.84%	61.16%
33	6300	SUPPLIES AND MATERI	211,289.52	209,058.52	2,231.00	98.94%	67.33%	31.61%
33	6400	OTHER OPERATING EXP	23,251.89	21,534.81	1,717.08	92.62%	54.98%	37.64%
			1,344,132.60	757,734.29	586,398.31	56.37%	61.87%	-5.50%
34	6100	TOTAL PAYROLL	25,466,912.00	22,763,071.00	2,703,841.00	89.38%	80.45%	8.93%
34	6200	CONTRACTED SERVICES	612,781.27	589,822.76	22,958.51	96.25%	94.12%	2.13%
34	6300	SUPPLIES AND MATERI	4,765,209.38	4,320,214.79	444,994.59	90.66%	75.80%	14.86%
34	6400	OTHER OPERATING EXP	902,443.44	898,426.92	4,016.52	99.55%	99.03%	0.52%
34	6600	CAPITAL OUTLAY	6,154.70	-	6,154.70	0.00%	99.03%	-99.03%
			31,753,500.79	28,571,535.47	3,181,965.32	89.98%	80.36%	9.62%
36	6100	TOTAL PAYROLL	8,793,069.40	7,038,472.31	1,754,597.09	80.05%	82.41%	-2.36%
36	6200	CONTRACTED SERVICES	792,701.88	731,486.56	61,215.32	92.28%	85.06%	7.22%
36	6300	SUPPLIES AND MATERI	1,988,014.57	1,823,235.34	164,779.23	91.71%	91.12%	0.59%
36	6400	OTHER OPERATING EXP	2,449,016.97	3,877,833.02	(1,428,816.05)	158.34%	93.97%	64.37%
36	6600	CAPITAL OUTLAY	89,799.00	86,299.00	3,500.00	96.10%	86.84%	9.26%
			14,112,601.82	13,557,326.23	555,275.59	96.07%	85.89%	10.18%

FUNCTION	CONTROL GROUP	TITLE	BUDGET	YTD EXP/ENC	AVAILABLE	YTD/ BUD	3 YR TREND	
							YTD/BUD	VARIANCE
41	6100	TOTAL PAYROLL	8,404,019.00	7,004,437.09	1,399,581.91	83.35%	85.20%	-1.85%
41	6200	CONTRACTED SERVICES	1,973,020.74	1,783,558.53	189,462.21	90.40%	80.35%	10.05%
41	6300	SUPPLIES AND MATERI	345,825.05	441,194.10	(95,369.05)	127.58%	77.64%	49.94%
41	6400	OTHER OPERATING EXP	808,217.11	951,823.72	(143,606.61)	117.77%	61.86%	55.91%
41	6600	CAPITAL OUTLAY	7,500.00	-	7,500.00	0.00%	100.00%	-100.00%
			<b>11,538,581.90</b>	<b>10,181,013.44</b>	<b>1,357,568.46</b>	<b>88.23%</b>	<b>82.35%</b>	<b>5.88%</b>
51	6100	TOTAL PAYROLL	33,030,147.00	27,320,874.24	5,709,272.76	82.71%	83.15%	-0.44%
51	6200	CONTRACTED SERVICES	26,272,406.04	22,962,746.93	3,309,659.11	87.40%	85.11%	2.29%
51	6300	SUPPLIES AND MATERI	4,546,402.24	5,301,658.37	(755,256.13)	116.61%	92.66%	23.95%
51	6400	OTHER OPERATING EXP	3,147,465.45	3,140,095.09	7,370.36	99.77%	99.45%	0.32%
51	6600	CAPITAL OUTLAY	1,635,060.77	1,539,075.06	95,985.71	94.13%	92.31%	1.82%
			<b>68,631,481.50</b>	<b>60,264,449.69</b>	<b>8,367,031.81</b>	<b>87.81%</b>	<b>85.38%</b>	<b>2.43%</b>
52	6100	TOTAL PAYROLL	8,907,753.00	7,140,109.14	1,767,643.86	80.16%	81.24%	-1.08%
52	6200	CONTRACTED SERVICES	150,981.36	147,356.15	3,625.21	97.60%	93.88%	3.72%
52	6300	SUPPLIES AND MATERI	459,395.95	396,205.73	63,190.22	86.24%	92.73%	-6.49%
52	6400	OTHER OPERATING EXP	50,975.41	42,231.25	8,744.16	82.85%	84.28%	-1.43%
52	6600	CAPITAL OUTLAY	281,168.80	281,168.80	-	100.00%	99.99%	0.01%
			<b>9,850,274.52</b>	<b>8,007,071.07</b>	<b>1,843,203.45</b>	<b>81.29%</b>	<b>82.35%</b>	<b>-1.06%</b>
53	6100	TOTAL PAYROLL	5,413,000.96	4,532,351.79	880,649.17	83.73%	84.16%	-0.43%
53	6200	CONTRACTED SERVICES	2,691,222.69	2,636,642.41	54,580.28	97.97%	98.69%	-0.72%
53	6300	SUPPLIES AND MATERI	481,468.72	471,301.08	10,167.64	97.89%	63.80%	34.09%
53	6400	OTHER OPERATING EXP	28,050.72	22,935.09	5,115.63	81.76%	92.93%	-11.17%
53	6600	CAPITAL OUTLAY	107,530.70	107,530.30	0.40	100.00%	100.00%	0.00%
			<b>8,721,273.79</b>	<b>7,770,760.67</b>	<b>950,513.12</b>	<b>89.10%</b>	<b>87.90%</b>	<b>1.20%</b>
61	6100	TOTAL PAYROLL	280.00	-	280.00	0.00%	4.86%	-4.86%
61	6200	CONTRACTED SERVICES	18,000.00	-	18,000.00	0.00%	20.94%	-20.94%
61	6300	SUPPLIES AND MATERI	2,000.00	1,227.00	773.00	61.35%	30.80%	30.55%
61	6400	OTHER OPERATING EXP	3,625.69	733.09	2,892.60	20.22%	12.83%	7.39%
			<b>23,905.69</b>	<b>1,960.09</b>	<b>21,945.60</b>	<b>8.20%</b>	<b>21.11%</b>	<b>-12.91%</b>
81	6200	CONTRACTED SERVICES	3,625.00	-	3,625.00	0.00%	56.34%	-56.34%
81	6300	SUPPLIES AND MATERI	101,833.39	96,873.39	4,960.00	95.13%	32.20%	62.93%
81	6600	CAPITAL OUTLAY	2,591,014.89	2,202,053.19	388,961.70	84.99%	94.76%	-9.77%
			<b>2,696,473.28</b>	<b>2,298,927.58</b>	<b>397,545.70</b>	<b>85.26%</b>	<b>94.20%</b>	<b>-8.94%</b>
99	6200	CONTRACTED SERVICES	4,100,000.00	4,059,700.73	40,299.27	99.02%	98.99%	0.03%
			<b>4,100,000.00</b>	<b>4,059,700.73</b>	<b>40,299.27</b>	<b>99.02%</b>	<b>98.99%</b>	<b>0.03%</b>
		<b>Total Operating Expenditures</b>	<b>653,487,833.26</b>	<b>533,138,264.42</b>	<b>120,349,568.84</b>	<b>81.58%</b>	<b>83.07%</b>	<b>-1.49%</b>



Conroe Independent School District  
 Projected Annual Revenues, Expenditures and Fund Balance  
 General Funds, Debt Service, and Child Nutrition  
 Projected to August 31, 2023

	General Fund			Debt Service			Child Nutrition		
	Amended Budget	Projected To 8-31-23	Variance	Amended Budget	Projected To 8-31-23	Variance	Amended Budget	Projected To 8-31-23	Variance
<b>Revenues</b>									
5700 Local Revenues	\$ 453,168,488	\$ 448,894,495	\$ (4,273,993)	\$ 135,550,381	\$ 133,571,108	\$ (1,979,273)	\$ 8,609,604	\$ 8,935,345	\$ 325,741
5800 State Revenues	181,374,314	188,931,114	7,556,800	1,473,226	2,219,603	746,377	-	148,324	148,324
5900 Federal Revenues	4,250,002	11,189,718	6,939,716	-	-	-	22,390,396	22,780,269	389,873
<b>Total Revenues</b>	<b>638,792,804</b>	<b>649,015,327</b>	<b>10,222,523</b>	<b>137,023,607</b>	<b>135,790,711</b>	<b>(1,232,896)</b>	<b>31,000,000</b>	<b>31,863,938</b>	<b>863,938</b>
<b>Expenditures</b>									
6100 Payroll	572,101,621.00	572,439,250	(337,629)	-	-	-	9,430,000	9,986,528	(556,528)
6200 Contracted Services	38,842,093.00	35,734,726	3,107,367	-	-	-	2,746,007	2,510,327	235,680
6300 Supplies	24,471,240.00	24,700,554	(229,314)	-	-	-	19,100,076	18,438,618	661,458
6400 Other Operating	9,402,680.00	8,932,546	470,134	-	-	-	40,000	32,531	7,469
6500 Debt Service	-	-	-	130,166,253	133,546,251	(3,379,998)	-	-	-
6600 Capital Outlay	4,933,033	4,933,033	-	-	-	-	2,328,718	1,906,538	422,180
<b>Total Expenditures</b>	<b>649,750,667</b>	<b>646,740,109</b>	<b>3,010,558</b>	<b>130,166,253</b>	<b>133,546,251</b>	<b>(3,379,998)</b>	<b>33,644,801</b>	<b>32,874,542</b>	<b>770,259</b>
<b>Other Financing Sources (uses)</b>									
4999 Other Resources (uses)	-	-	-	-	-	-	-	-	-
<b>Net Change in Fund Balance</b>	<b>(10,957,863)</b>	<b>2,275,218</b>	<b>13,233,081</b>	<b>6,857,354</b>	<b>2,244,460</b>	<b>(4,612,894)</b>	<b>(2,644,801)</b>	<b>(1,010,604)</b>	<b>1,634,197</b>
<b>Fund Balance September 1</b>	<b>181,095,089</b>	<b>182,141,626</b>	<b>1,046,537</b>	<b>17,694,374</b>	<b>19,397,957</b>	<b>1,703,583</b>	<b>12,744,249</b>	<b>12,744,249</b>	<b>-</b>
<b>Fund Balance August 31</b>	<b>\$ 170,137,226</b>	<b>\$ 184,416,844</b>	<b>\$ 14,279,618</b>	<b>\$ 24,551,728</b>	<b>\$ 21,642,417</b>	<b>\$ (2,909,311)</b>	<b>\$ 10,099,448</b>	<b>\$ 11,733,645</b>	<b>\$ 1,634,197</b>

\* Projected

**CONROE INDEPENDENT SCHOOL DISTRICT**  
**SUMMARY**  
**TAX COLLECTIONS AND COMPARISONS**  
**July 2023**

	<b>Monthly Collections</b>	<b>2022-23 Year-to-Date</b>	<b>2022-23 Percent Collected</b>	<b>2021-22 Year-to-Date</b>	<b>2021-22 Percent Collected</b>	<b>Year to Date Inc./Dec.)</b>
Certified Tax Levy		581,094,058		507,037,499		
Current Collections	2,030,330.54	562,555,136.89	96.810%	495,547,791.00	97.734%	-0.9243%
Delinquent Collections	202,112.24	2,030,677.77		2,646,118.78		
Penalty & Interest	224,153.12	2,888,155.96		2,538,947.91		
Total	<u>2,456,595.90</u>	<u>567,473,970.62</u>	97.6561%	<u>500,732,857.69</u>	98.7566%	-1.1004%

**Self-Funded Health Insurance  
Conroe ISD Self-Funded Health Insurance Fund  
2022-2023**

	September 22	October 22	November 22	December 22	January 23	February 23	March 23	April 23	May 23	June 23	July 23	Total 2022-2023	Average 2022-2023
<b>Revenues</b>													
Premiums:													
District	\$ 2,642,550	\$ 2,661,282	\$ 2,653,254	\$ 2,654,592	\$ 2,659,498	\$ 2,662,620	\$ 2,659,944	\$ 2,655,484	\$ 2,651,470	\$ 2,623,372	\$ 2,623,372	\$ 29,147,438	\$ 2,649,767
Employee	1,689,329	1,764,396	1,788,669	1,740,013	1,790,285	1,772,881	1,763,072	1,761,404	1,733,014	1,763,389	1,691,928	19,258,380	1,750,762
Interest	12,478	19,804	23,835	37,606	32,140	21,840	30,642	35,727	36,574	41,080	48,504	340,230	30,930
<b>Total Revenues</b>	<b>4,344,357</b>	<b>4,445,482</b>	<b>4,465,758</b>	<b>4,432,211</b>	<b>4,481,923</b>	<b>4,457,341</b>	<b>4,453,658</b>	<b>4,452,615</b>	<b>4,421,058</b>	<b>4,427,841</b>	<b>4,363,804</b>	<b>48,746,048</b>	<b>4,431,459</b>
<b>Expenses</b>													
Claims	4,205,435	3,410,320	4,916,556	3,874,243	6,943,275	3,379,337	4,159,043	3,923,477	5,281,836	4,816,112	4,819,822	49,729,456	\$ 4,520,860
Pharmacy Rebate/Stop Loss	(1,171,739)	(311,699)	(918,573)	(1,522,903)	(2,826,414)	(441,009)	(1,759,452)	(300,000)	(335,759)	(388,689)	(334,710)	(10,310,947)	(997,624)
Admin/Stop Loss /Clinic	635,283	471,823	472,298	517,081	563,921	726,450	1,059,121	748,873	775,024	762,813	734,539	7,467,226	678,839
<b>Total Expenses</b>	<b>3,668,979</b>	<b>3,570,444</b>	<b>4,470,281</b>	<b>2,868,421</b>	<b>4,680,782</b>	<b>3,664,778</b>	<b>3,458,712</b>	<b>4,372,350</b>	<b>5,721,101</b>	<b>5,190,236</b>	<b>5,219,651</b>	<b>46,885,734</b>	<b>4,202,075</b>
<b>Revenues Over (Under) Expenses</b>	<b>\$ 675,379</b>	<b>\$ 875,038</b>	<b>\$ (4,523)</b>	<b>\$ 1,563,790</b>	<b>\$ (198,859)</b>	<b>\$ 792,563</b>	<b>\$ 994,946</b>	<b>\$ 80,265</b>	<b>\$ (1,300,043)</b>	<b>\$ (762,395)</b>	<b>\$ (855,847)</b>	<b>\$ 1,860,314</b>	<b>\$ 229,384</b>

# Status of 2019 Bond Referendum & Capital Projects

As of 7/31/23

Project Description	Original Bond Budget	Budget Adjustments	Adjusted Budget	Funds Expended & Encumbered	Estimate to Complete	Expected Completion	% Complete
<b>NEW CAMPUSES &amp; ADDITIONS</b>							
Hope Elementary - 134	\$ 35,079,000	\$ (2,609,700)	\$ 32,469,300	\$ 32,469,300	\$ -	May-21	100.0%
Gordon-Reed Elementary - 135	37,184,000	(2,089,222)	35,094,778	35,087,453	-	May-22	100.0%
Hines Elem- Flex 22- 136	39,415,000	3,000,000	42,415,000	41,035,254	1,379,746	May-23	94.0%
Bartlett Elem Flex 23 - 137	39,415,000	3,000,000	42,415,000	40,487,610	1,927,390	May-24	17.0%
Conroe HS 9th Additions	11,385,000	(1,284,217)	10,100,783	10,100,783	-	May-22	100.0%
Moorhead JHS- 056	80,630,000	-	80,630,000	74,011,783	6,618,217	May-23	99.0%
Caney Creek HS Additions/Upgrades	8,936,000	-	8,936,000	8,508,944	427,056	May-23	98.0%
South County CTE at Oak Ridge	10,516,000	-	10,516,000	9,817,122	698,878	May-23	85.0%
The Woodlands CP Addition	9,864,000	(753,257)	9,110,743	9,088,218	-	Jul-21	100.0%
The Woodlands HS Addition	11,192,000	(436,201)	10,755,799	10,755,799	-	Jul-21	100.0%
York JHS Addition	15,500,000	1,797,765	17,297,765	17,235,617	-	Jul-21	100.0%
Collins PE Addition	6,000,000	-	6,000,000	5,546,039	453,961	Jul-23	92.0%
Runyan PE Addition	4,700,000	(43,519)	4,656,481	4,565,481	-	Dec-20	100.0%
Wilkerson PE Addition	6,000,000	(746,773)	5,253,227	4,979,138	-	Dec-21	100.0%
<b>CAMPUS RENOVATIONS</b>							
Conroe HS Renovation	144,247,000	17,000,000	161,247,000	144,997,891	16,249,109	Aug-25	63.0%
Oak Ridge HS Systems Overhaul	45,100,000	-	45,100,000	42,460,473	2,639,527	May-23	85.0%
Multi-Campus Renovations	49,900,000	-	49,900,000	37,694,721	12,205,279	Aug-24	71.0%
<b>OTHER DISTRICT NEEDS</b>							
Safety & Security	44,472,000	-	44,472,000	42,933,246	1,538,754	Dec-24	84.0%
Transportation Center	11,500,000	-	11,500,000	10,436,121	1,063,879	May-24	44.0%
Buses	8,500,000	-	8,500,000	8,436,272	63,728	Dec-24	99.3%
Technology	5,000,000	-	5,000,000	3,687,162	1,312,838	Dec-24	73.7%
Land Purchases	10,000,000	302,269	10,000,000	10,302,269	-	Dec-24	100.0%
<b>Totals</b>	<b>\$ 634,535,000</b>	<b>\$ 17,137,145</b>	<b>\$ 651,369,876</b>	<b>\$ 604,616,696</b>	<b>\$ 46,578,362</b>		
<b>Contingency</b>							
<b>Grand Total</b>	<b>\$ 19,035,000</b>	<b>(17,137,145)</b>	<b>1,897,855</b>	<b>\$ 653,267,731</b>			

School Bonds Authorized	\$653,570,000
School Bonds Sold	\$653,570,000
Balance to Sell	\$0

**GASB 31 Compliance**  
**Conroe I.S.D.**  
**Effective Interest - Actual Life**  
**Receipts in Period**  
**07/01/23 - 07/31/23**

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source	Beginning Unit Price	Par Value On 07/01/23	Reported Value 07/01/23	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 07/31/23	Price Source	Reported Value 07/31/23	Change In Fair Value	Interest	Net Investment Income
677765GJ7	21-0006	Ohlone Coll Cmty College Dis	10/15/20	Open	Fair Value	4.8394	FTI	0.897394	1,250,000.00	1,246,742.50	0.00	0.00	1.000000	1,250,000.00	FTI	1,250,000.00	3,257.50	1,816.67	5,074.17
968571J32	21-0007	Wil City Ill Taxable Gd Rd Bd	11/21/21	Open	Fair Value	5.2230	FTI	0.860851	1,000,000.00	960,861.00	0.00	0.00	0.994068	1,000,000.00	FTI	1,000,000.00	4,048.00	307.50	4,355.50
748168N65	21-0008	San Jose Calif Uni Sch Dist Sa	01/26/22	Open	Fair Value	5.1940	FTI	0.872565	2,200,000.00	2,139,842.00	0.00	0.00	1.000000	2,200,000.00	FTI	2,200,000.00	9,357.60	233.39	9,590.99
9126C2C3V	21-0009	Treasury Note 0.375 04/15/24	01/26/22	Open	Fair Value	5.1940	FTI	0.872565	2,200,000.00	2,139,842.00	0.00	0.00	1.000000	2,200,000.00	FTI	2,200,000.00	9,357.60	233.39	9,590.99
9126C2C3V	21-0010	Treasury Note 0.375 04/15/24	06/21/21	Open	Fair Value	5.2468	FTI	0.861387	1,700,000.00	1,634,329.40	0.00	0.00	0.965508	1,700,000.00	FTI	1,641,363.80	7,038.70	539.96	7,578.66
9126C2C3V	21-0011	Treasury Note 0.25 06/15/24	06/21/21	Open	Fair Value	5.2468	FTI	0.861387	1,700,000.00	1,634,329.40	0.00	0.00	0.965508	1,700,000.00	FTI	1,641,363.80	7,038.70	539.96	7,578.66
9126C2C3V	21-0012	Treasury Note 0.25 06/15/24	06/21/21	Open	Fair Value	5.1472	FTI	0.872658	800,000.00	778,124.80	0.00	0.00	0.976914	800,000.00	FTI	781,531.20	3,406.40	84.87	3,491.27
9126C2C3V	21-0013	Treasury Note 0.25 06/15/24	07/01/21	Open	Fair Value	5.6890	FTI	0.852148	1,700,000.00	1,618,651.60	0.00	0.00	0.965758	1,700,000.00	FTI	1,626,488.60	7,837.00	359.97	8,196.97
9126C2C3V	21-0014	Treasury Note 0.375 08/15/24	07/01/21	Open	Fair Value	5.2519	FTI	0.861387	1,300,000.00	1,249,771.20	0.00	0.00	0.965508	1,300,000.00	FTI	1,255,160.40	5,383.30	412.91	5,796.21
9126C2C3V	21-0015	FHLB 0.51 09/20/24	08/17/21	Open	Fair Value	4.7958	FTI	0.946094	2,300,000.00	2,176,016.20	0.00	0.00	0.949844	2,300,000.00	FTI	2,184,641.20	8,625.00	738.60	9,363.60
3130A7G4	22-0001	FHLB 0.51 09/20/24	10/20/21	Open	Fair Value	3.6720	FTI	0.941409	2,100,000.00	1,976,958.90	0.00	0.00	0.944044	2,100,000.00	FTI	1,892,492.40	5,533.50	892.50	6,426.00
9126C2B48	22-0002	Alabama Fed Aid Hwy Fin Auth	09/30/21	Open	Fair Value	5.0098	FTI	0.978687	1,900,000.00	1,859,847.30	0.00	0.00	0.981406	1,900,000.00	FTI	1,864,671.40	4,824.10	3,041.15	8,225.25
012898C2	22-0003	Alabama Fed Aid Hwy Fin Auth	10/14/21	Open	Fair Value	5.9810	FTI	0.946387	1,900,000.00	1,859,847.30	0.00	0.00	0.946387	1,900,000.00	FTI	1,859,847.30	0.00	574.17	4,884.17
9126C2C3V	22-0004	Treasury Note 0.625 10/15/24	10/19/21	Open	Fair Value	4.7244	FTI	0.942148	1,800,000.00	1,697,436.80	0.00	0.00	0.945525	1,800,000.00	FTI	1,613,000.00	5,653.20	846.99	6,410.19
467486X18	22-0005	Jackson City Mo Reorg Sch Dist	11/04/21	Open	Fair Value	5.3200	FTI	0.999074	1,900,000.00	1,889,240.60	0.00	0.00	0.972911	1,900,000.00	FTI	1,895,114.60	3,750.00	683.33	4,433.33
680653C2P	22-0006	Johnson City Mo Reorg Sch Dist	11/04/21	Open	Fair Value	5.3200	FTI	0.999074	1,900,000.00	1,889,240.60	0.00	0.00	0.972911	1,900,000.00	FTI	1,895,114.60	3,750.00	683.33	4,433.33
9126C2B48	22-0007	Treasury Note 1.50 10/31/24	12/6/21	Open	Fair Value	4.8940	FTI	0.951484	1,800,000.00	1,712,671.20	0.00	0.00	0.995341	1,800,000.00	FTI	1,717,945.20	5,274.00	748.46	6,022.46
9126C2B48	22-0008	Treasury Note 0.50 11/30/23	12/14/21	Open	Fair Value	4.8394	FTI	0.949453	1,300,000.00	1,234,288.90	0.00	0.00	0.951914	1,300,000.00	FTI	1,237,488.20	3,199.30	1,651.64	4,850.94
9126C2B48	22-0009	Treasury Note 1.75 07/31/24	01/11/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0010	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0011	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0012	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0013	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0014	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0015	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0016	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0017	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0018	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0019	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0020	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0021	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0022	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0023	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0024	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0025	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0026	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0027	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0028	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0029	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0030	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0031	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0032	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0033	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0034	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0035	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0036	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0037	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FTI	1,180,766.00	3,389.50	2,068.53	5,457.53
9126C2B48	22-0038	Treasury Note 1.75 07/31/24	02/08/22	Open	Fair Value	4.8394	FTI	0.980213	1,200,000.00	1,176,376.50	0.00	0.00	0.983884	1,200,000.00	FT				



Portfolio Position  
Conroe IS.D.  
Effective Interest - Actual Life  
Receipts in Period  
07/01/23 - 07/31/23

	CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Per Value On 07/01/23	Per Value On 07/01/23	Market Val On 07/01/23	Purchase Cost	Sales Proceeds	Original Price/Cost	Amor Value On 07/01/23	Amor Value On 07/31/23
1 - 189-GENERAL FUND	189-240 Child Nutrition	23-0001	FHLB 3.25 09/13/24	10/04/22	Open	2,640,000.00	2,640,000.00	2,574,192.72	2,577,424.08	0.00	2,593,456.80	2,610,851.11	2,612,823.15
		23-0003	FHLB 0.82 09/29/25	06/20/23	Open	3,030,000.00	3,030,000.00	2,776,592.92	2,784,966.93	0.00	2,792,287.41	2,795,468.81	2,804,145.34
		23-0004	FHLB 0.51 09/29/26	10/20/21	Open	2,100,000.00	2,100,000.00	1,976,958.90	1,982,492.40	0.00	2,289,500.00	2,290,000.00	2,290,000.00
		22-0002	FHLB 5.00 02/09/28	02/17/23	Open	2,300,000.00	2,300,000.00	2,281,746.40	2,270,776.20	0.00	2,288,500.00	2,289,879.35	2,290,188.16
		23-0004	FHLB 4.25 03/14/25	07/06/23	Open	0.00	2,575,000.00	0.00	2,538,004.98	2,536,730.35	0.00	2,536,730.35	2,539,298.27
		23-0004	FHLB 4.625 06/06/25	06/16/23	Open	2,050,000.00	2,050,000.00	2,035,299.45	2,033,684.05	0.00	2,045,676.55	2,045,946.93	2,046,946.93
		FHLB Total				12,120,000.00	14,695,000.00	11,624,760.39	14,187,346.84	2,536,730.35	14,366,681.11	14,391,865.96	14,391,401.66
		AR-0047	Money Market	05/24/18	Open	1,004,480.41	1,004,480.41	1,004,480.41	1,004,480.41	0.00	3,000,000.00	1,004,480.41	1,004,480.41
		AR-0042	TD Ameritrade	02/29/16	Open	111,955.46	42,869.05	111,955.46	42,869.05	0.00	3,000,000.00	111,955.46	42,869.05
		AR-0057	Money Market	09/01/12	Open	74,526,472.21	74,526,472.21	74,526,472.21	74,526,472.21	0.00	22,574,052.75	74,526,472.21	74,526,472.21
189-Woodforest-NatBank	189-Woodforest-NatBank	22-0003	Alabama Fed Adv Hwy Fin Auth F 0.688 09/01/24	10/14/21	Open	1,000,000.00	1,000,000.00	946,367.00	950,777.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		22-0003	Goodyear Mfr Excess Inv Sch Dist 0.82 07/01/23	05/04/22	Open	1,000,000.00	1,000,000.00	980,000.00	980,000.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		22-0005	Chilcote Ind Sch Dist 0.82 03/01/23	10/14/21	Open	1,000,000.00	1,000,000.00	972,910.00	972,910.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		21-0006	Chilcote Ind Sch Dist 0.82 03/01/23	10/15/20	Open	1,250,000.00	1,250,000.00	1,246,742.50	1,250,000.00	0.00	1,250,000.00	1,250,000.00	1,250,000.00
		22-0006	Oregon Sch Bids Assn Ltd Tax Pk 5.23 06/30/24	11/26/21	Open	1,900,000.00	1,900,000.00	1,898,240.60	1,899,114.60	0.00	2,123,688.00	1,896,677.80	1,897,453.01
		21-0009	San Jose Calif Uni Sch Dist Sa 0.221 06/01/23	01/20/21	Open	1,000,000.00	1,000,000.00	986,072.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		20-0017	Will Cnty Ill Taxable Go Ref Bd 0.389 11/15/23	12/17/20	Open	1,000,000.00	1,000,000.00	980,861.00	984,906.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		20-0016-01	WISCONSIN ST 0.42 07/01/23	07/30/20	Open	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00	2,000,000.00	2,000,000.00
		AR-0033	Municipal Bond Total			9,650,000.00	7,150,000.00	9,637,444.10	7,057,706.60	0.00	9,919,405.60	9,738,048.48	7,229,453.01
		189-Lone Star COP				47,314,854.89	26,284,275.66	47,314,854.89	26,284,275.66	0.00	20,000,000.00	47,314,854.89	26,284,275.66
189-TEXPOOL	189-TEXPOOL	AR-0001	State Pool	04/25/00	Open	12,597.56	564,192.49	12,597.56	564,192.49	0.00	8,475,341.70	12,597.56	564,192.49
		AR-0026	State Pool	08/26/08	Open	5,512,880.14	5,536,880.53	5,512,880.14	5,536,880.53	0.00	10,000,000.00	5,512,880.14	5,536,880.53
		AR-0039	State Pool	12/16/13	Open	61,539,959.10	55,808,264.24	61,539,959.10	55,808,264.24	0.00	10,000,000.00	61,539,959.10	55,808,264.24
		State Pool Total			114,390,291.69	88,193,612.92	114,390,291.69	88,193,612.92	0.00	48,475,341.70	114,390,291.69	88,193,612.92	
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,600,000.00	2,489,500.00	2,495,594.40	0.00	2,600,000.00	2,600,000.00	2,600,000.00
		22-0017	Treasury Note 2.625 12/31/23	05/05/22	Open	1,050,000.00	1,050,000.00	1,036,352.55	1,038,598.05	0.00	1,048,564.45	1,048,567.91	1,048,564.45
		22-0018	Treasury Note 2.625 12/31/23	06/02/22	Open	1,000,000.00	1,000,000.00	987,031.00	988,141.00	0.00	1,002,773.44	1,000,889.17	1,000,738.50
		22-0014	Treasury Note 1.375 06/30/23	07/01/22	Open	2,000,000.00	2,000,000.00	1,984,616.00	1,986,365.20	0.00	2,000,000.00	1,984,616.00	1,986,365.20
		22-0002	Treasury Note 1.625 02/28/24	09/20/21	Open	1,900,000.00	1,900,000.00	1,859,847.30	1,864,671.40	0.00	2,000,000.00	1,859,847.30	1,864,671.40
		22-0016	Treasury Note 2.50 05/15/24	04/06/22	Open	2,000,000.00	2,000,000.00	1,949,844.00	1,955,156.00	0.00	1,995,082.50	1,999,654.09	1,999,654.09
189-GENERAL FUND	189-GENERAL FUND	22-0007	Treasury Note 1.75 07/31/24	02/08/22	Open	1,600,000.00	1,600,000.00	1,538,875.20	1,543,875.20	0.00	1,612,625.00	1,605,571.63	1,605,135.46
		22-0008	Treasury Note 1.50 10/31/24	11/04/21	Open	1,800,000.00	1,800,000.00	1,712,671.20	1,717,945.20	0.00	1,839,184.06	1,817,554.38	1,816,448.55
		22-0019	Treasury Note 1.50 11/30/24	06/02/22	Open	1,300,000.00	1,300,000.00	1,234,288.90	1,237,489.20	0.00	1,320,566.41	1,309,900.73	1,305,311.21
		22-0016	Treasury Note 0.125 01/15/24	07/01/21	Open	800,000.00	800,000.00	778,124.80	781,531.20	0.00	1,066,355.47	1,080,634.64	1,081,776.69
		21-0010	Treasury Note 0.125 01/15/24	01/19/21	Open	2,200,000.00	2,200,000.00	2,139,843.20	2,149,210.80	0.00	2,194,671.88	2,199,037.36	2,199,188.97
		21-0018	Treasury Note 0.375 04/15/24	07/01/21	Open	1,300,000.00	1,300,000.00	1,249,777.10	1,255,160.40	0.00	1,298,476.56	1,299,567.23	1,299,613.59
		21-0011	Treasury Note 0.375 04/15/24	04/21/21	Open	1,700,000.00	1,700,000.00	1,634,323.90	1,641,363.60	0.00	1,702,789.06	1,700,740.65	1,700,661.28
		21-0017	Treasury Note 0.25 06/15/24	07/01/21	Open	1,700,000.00	1,700,000.00	1,618,651.60	1,626,488.60	0.00	1,686,640.63	1,686,931.68	1,686,931.68
		21-0015	Treasury Note 0.25 06/15/24	06/21/21	Open	3,000,000.00	3,000,000.00	2,817,792.40	2,843,785.40	0.00	2,997,664.06	2,996,596.79	2,996,897.80
		22-0004	Treasury Note 0.375 08/15/24	08/17/21	Open	1,600,000.00	1,600,000.00	1,507,438.80	1,513,000.00	0.00	1,595,125.00	1,599,119.71	1,599,022.50
189-GENERAL FUND	189-GENERAL FUND	22-0009	Treasury Note 0.50 11/30/23	01/11/22	Open	3,200,000.00	3,200,000.00	3,176,375.60	3,180,780.80	0.00	3,228,483.14	3,180,780.80	3,180,780.80
		AR-0023	State Pool	08/31/06	Open	8,916,596.56	8,957,223.90	8,916,596.56	8,957,223.90	0.00	2,000,000.00	8,916,596.56	8,957,223.90
		AR-0049	Money Market	05/24/18	Open	105,535.19	105,535.19	105,535.19	105,535.19	0.00	2,000,000.00	105,535.19	105,535.19
		AR-0035	State Pool	05/22/13	Open	53,843,273.51	54,759,292.06	53,843,273.51	54,759,292.06	0.00	10,000,000.00	53,843,273.51	54,759,292.06
		AR-0051	State Pool	02/06/20	Open	8,168,566.89	8,205,785.63	8,168,566.89	8,205,785.63	0.00	122,600,000.00	8,168,566.89	8,205,785.63
		AR-0052	State Pool	11/17/20	Open	1,188,668.89	8,205,785.63	1,188,668.89	8,205,785.63	0.00	189,000,000.00	1,188,668.89	8,205,785.63
		AR-0053	State Pool	12/07/20	Open	12,304,268.43	11,358,265.15	12,304,268.43	11,358,265.15	0.00	239,000,000.00	12,304,268.43	11,358,265.15
		AR-0054	State Pool	02/08/22	Open	12,304,268.43	11,358,265.15	12,304,268.43	11,358,265.15	0.00	239,000,000.00	12,304,268.43	11,358,265.15
		AR-0055	State Pool	07/07/22	Open	108,154,900.88	100,626,191.62	108,154,900.88	100,626,191.62	0.00	177,000,000.00	108,154,900.88	100,626,191.62
		AR-0056	State Pool	08/09/22	Open	51,925,318.69	52,160,629.69	51,925,318.69	52,160,629.69	0.00	50,000,000.00	51,925,318.69	52,160,629.69
189-GENERAL FUND	189-GENERAL FUND	AR-0046	State Pool	01/11/18	Open	181,080,219.57	182,786,821.31	181,080,219.57	182,786,821.31	0.00	215,070,000.00	181,080,219.57	182,786,821.31
		AR-0012	State Pool	06/26/00	Open	5,135,746.97	5,159,147.35	5,135,746.97	5,159,147.35	0.00	202,000,000.00	5,135,746.97	5,159,147.35
		AR-0044	State Pool	08/01/16	Open	6,135,746.97	5,159,147.35	6,135,746.97	5,159,147.35	0.00	1,480,384.49	6,135,746.97	5,159,147.35
		AR-0050	State Pool	10/30/19	Open	25,520,962.72	22,626,207.44	25,520,962.72	22,626,207.44	0.00	20,000,000.00	25,520,962.72	22,626,207.44
		State Pool Total			25,520,962.72	22,626,207.44	25,520,962.72	22,626,207.44	0.00	20,000,000.00	25,520,962.72	22,626,207.44	
		189-Lone Star COP				47,314,854.89	26,284,275.66	47,314,854.89	26,284,275.66	0.00	20,000,000.00	47,314,854.89	26,284,275.66
		189-TEXPOOL				12,597.56	564,192.49	12,597.56	564,192.49	0.00	8,475,341.70	12,597.56	564,192.49
		State Pool Total			114,390,291.69	88,193,612.92	114,390,291.69	88,193,612.92	0.00	48,475,341.70	114,390,291.69	88,193,612.92	
		State Pool Total			114,390,291.69	88,193,612.92	114,390,291.69	88,193,612.92	0.00	48,475,341.70	114,390,291.69	88,193,612.92	
		State Pool Total			114,390,291.69	88,193,612.92	114,390,291.69	88,193,612.92	0.00	48,475,341.70	114,390,291.69	88,193,612.92	
189-GENERAL FUND	189-GENERAL FUND	AR-0023	State Pool	08/31/06	Open	8,916,596.56	8,957,223.90	8,916,596.56	8,957,223.90	0.00	2,000,000.00		





## Earnings and Yields Summary

Conroe I.S.D.

Effective Interest - Actual Life  
Receipts in Period

07/01/23 - 07/31/23

Security Description	07/01/23	07/08/23	07/15/23	07/22/23	07/29/23	07/01/23
	07/07/23	07/14/23	07/21/23	07/28/23	07/31/23	07/31/23
Combined Port						
FHLB	9,771.6000	11,605.1400	11,605.1400	11,605.1400	3,315.7500	47,902.7700
Money Market	79,927.2000	79,254.4200	79,255.5700	79,252.6100	34,018.5600	351,708.3600
Municipal Bon	906.3900	906.3900	906.3900	906.3900	258.9700	3,884.5300
State Pool	452,626.1900	435,154.1700	416,484.8200	412,007.8400	177,842.9600	1,894,115.9800
Treasury Note	7,374.5800	7,374.5800	7,372.3400	7,372.3400	3,158.4400	32,652.2800
<b>Port Total</b>	<b>550,605.9600</b>	<b>534,294.7000</b>	<b>515,624.2600</b>	<b>511,144.3200</b>	<b>218,594.6800</b>	<b>2,330,263.9200</b>
Combined Port						
FHLB	4.0027	4.1542	4.1542	4.1542	4.1542	4.1224
Money Market	5.4776	5.4613	5.4613	5.4613	5.4613	5.4650
Municipal Bon	0.6132	0.6434	0.6434	0.6434	0.6434	0.6361
State Pool	5.3228	5.3525	5.3583	5.3650	5.3684	5.3508
Treasury Note	1.1940	1.1940	1.1935	1.1935	1.1931	1.1937
<b>Port Total</b>	<b>5.0181</b>	<b>5.0315</b>	<b>5.0247</b>	<b>5.0267</b>	<b>5.0595</b>	<b>5.0284</b>



**Maturity Aging**  
**Conroe I.S.D.**  
Effective Interest - Actual Life  
Receipts in Period  
7/31/2023

	CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
Cash / Money Market	199 Woodforest National Bank	AR-0047	Money Market	05/24/18	0	5.6100
	199-Lone Star COP	AR-0033	State Pool	05/22/13	0	5.3663
	199-Lone Star GOF	AR-0001	State Pool	04/25/00	0	5.1194
	199-TD Ameritrade	AR-0042	TD Ameritrade	02/29/16	0	4.6993
	199-TEXPOOL	AR-0026	State Pool	08/26/08	0	5.1238
	199-Texas Class	AR-0039	State Pool	12/16/13	0	5.3245
	199-Woodforest-IntraFi Network	AR-0057	Money Market	09/01/22	0	5.6100
	240-Lone Star COP	AR-0023	State Pool	08/31/06	0	5.3663
	511 Woodforest National Bank	AR-0049	Money Market	05/24/18	0	5.6000
	511-Lone Star COP	AR-0035	State Pool	05/22/13	0	5.3663
	6190 - Lone Star COP	AR-0051	State Pool	02/06/20	0	5.3663
	6291 - Lone Star COP	AR-0052	State Pool	11/17/20	0	3.2504
	6291-Texas Class	AR-0053	State Pool	12/07/20	0	5.3245
	6392 - Lone Star COP	AR-0054	State Pool	02/08/22	0	5.3663
	6492 - Lone Star COP	AR-0055	State Pool	07/07/22	0	5.3663
	6492 - Texas Class	AR-0056	State Pool	08/09/22	0	5.3245
	6537-Lone Star COP	AR-0046	State Pool	01/11/18	0	3.2504
	6990-Lone Star COP	AR-0012	State Pool	06/26/00	0	5.3663
	6996-Lone Star COP	AR-0044	State Pool	08/01/16	0	3.2504
	6999-Lone Star COP	AR-0050	State Pool	10/30/19	0	5.3663
	753-Lone Star COP	AR-0015	State Pool	09/07/00	0	5.3663
	<b>Cash / Money Market Total</b>				<b>0</b>	<b>5.3914</b>
1 - 30 Days	677765GU7	21-0006	Ohlone Calif Cmnty College Dis 1.744 08/01/23	10/15/20	1	0.4253
	798186N65	21-0009	San Jose Calif Uni Sch Dist Sa 0.221 08/01/23	01/20/21	1	0.2210
	<b>1 - 30 Days Total</b>				<b>1</b>	<b>0.3349</b>
61 - 90 Days	912828T26	22-0014	Treasury Note 1.375 09/30/23	02/08/22	61	1.1938
	<b>61 - 90 Days Total</b>				<b>61</b>	<b>1.1938</b>
91 - 180 Days	9128285U0	22-0018	Treasury Note 2.625 12/31/23	06/02/22	153	2.4440
	9128285U0	22-0017	Treasury Note 2.625 12/31/23	05/05/22	153	2.7089
	912828T91	22-0015	Treasury Note 1.625 10/31/23	03/14/22	92	1.6368
	91282CBE0	21-0010	Treasury Note 0.125 01/15/24	01/19/21	168	0.2063
	91282CBE0	21-0016	Treasury Note 0.125 01/15/24	07/01/21	168	0.3633
	91282CDM0	22-0009	Treasury Note 0.50 11/30/23	01/11/22	122	0.8643
	968657JG2	21-0007	Will Cnty Ill Taxable Go Ref Bd 0.369 11/15/23	12/17/20	105	0.3690
	<b>91 - 180 Days Total</b>				<b>135</b>	<b>1.1649</b>
181 - 364 Days	467486XT8	22-0005	Jackson Cnty Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	211	0.8200
	686053CP2	22-0006	Oregon Sch Brds Assn Ltd Tax Pe 5.63 06/30/24	11/26/21	330	1.0203
	912828W48	22-0002	Treasury Note 2.125 02/29/24	09/30/21	213	0.3781
	912828WJ5	22-0016	Treasury Note 2.50 05/15/24	04/06/22	289	2.5223
	91282CBV2	21-0011	Treasury Note 0.375 04/15/24	04/21/21	259	0.3197
	91282CBV2	21-0018	Treasury Note 0.375 04/15/24	07/01/21	259	0.4173
	91282CCG4	21-0015	Treasury Note 0.25 06/15/24	06/21/21	320	0.5248
	91282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	320	0.4578
	<b>181 - 364 Days Total</b>				<b>278</b>	<b>0.8649</b>
1 - 4 Years	010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	391	0.6890
	3130AFBC0	23-0001	FHLB 3.25 09/13/24	10/04/22	403	4.2041
	3130ANNK2	23-0003	FHLB 0.82 08/26/25	06/20/23	746	4.6393
	3130AP7G4	22-0001	FHLB 0.51 09/20/24	10/20/21	410	0.5100
	3130AUR55	23-0002	FHLB 5.00 02/06/26	02/17/23	906	5.1832
	3130AURS5	23-0005	FHLB 4.25 03/14/25	07/06/23	584	5.1763
	3130AWER7	23-0004	FHLB 4.625 06/06/25	06/16/23	666	4.7375
	9128283P3	22-0020	Treasury Note 2.25 12/31/24	07/01/22	519	3.0320
	912828Y87	22-0013	Treasury Note 1.75 07/31/24	02/08/22	366	1.4247
	912828YM6	22-0007	Treasury Note 1.50 10/31/24	11/04/21	458	0.7623
	912828YV6	22-0019	Treasury Note 1.50 11/30/24	06/02/22	488	2.7776
	912828YV6	22-0008	Treasury Note 1.50 11/30/24	12/14/21	488	0.9569
	91282CCT6	21-0019	Treasury Note 0.375 08/15/24	08/17/21	381	0.4092
	91282CDB4	22-0004	Treasury Note 0.625 10/15/24	10/19/21	442	0.7282
	<b>1 - 4 Years Total</b>				<b>536</b>	<b>2.8356</b>
	<b>Investment Total</b>				<b>37</b>	<b>5.0383</b>

# Investment Report

## Conroe I.S.D.

### 07/01/23 - 07/31/23

This report summarizes the investment position of Conroe I.S.D. for the period 07/01/23 to 07/31/23.

	06/30/23	07/31/23
Book Value	575,293,145.94	531,870,550.05
Market Value	573,762,369.53	530,487,950.52
Par Value	575,489,512.54	532,102,024.98
Change in Market Value		151,336.20
Weighted Average Maturity (in Days)	35	37
Weighted Average Yield-to-Maturity of Portfolio	5.0049%	5.0383%
Yield-to-Maturity of 90 Day T-Bill	5.1450%	5.2700%
Accrued Interest		78,812.79

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This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Conroe I.S.D. is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Conroe I.S.D..

 Digitally signed by Karen Garga  
Date: 2023.08.04 16:20:17 -0500

## **Consider and Select Delegate to the 2023 TASB Delegate Assembly**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees select a delegate and an alternate to represent Conroe ISD at the 2023 Texas Association of School Boards' Delegate Assembly, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

All Texas school districts are asked to select a delegate and an alternate delegate to the Texas Association of School Boards Delegate Assembly, which takes place during the annual TASA/TASB Convention in Dallas on September 30, 2023. In addition to electing the TASB leadership team and voting on TASB's advocacy agenda for the coming year, each delegate represents his or her district's interests on issues before the Assembly.

**Policy Reference:** Legal Board Policy BAA

Submitted and Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

## **Consider and Approve Resolution Designating Nonbusiness Days for the 2023 and 2024 Calendar Years in Compliance with HB 3033**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees approve a resolution designating nonbusiness days for the 2023 and 2024 calendar years in compliance with HB 3033, as submitted by Carrie Galatas, General Counsel, and as recommended by Dr. Curtis Null, Superintendent of Schools.

### **Explanation:**

HB 3033 passed during the 88<sup>th</sup> Regular Legislative Session and defines business day for purposes of the Texas Public Information Act as a business day other than: a Saturday or Sunday; a national holiday under Texas Government Code §662.003(a); and, a state holiday under Texas Government Code §662.003(b). The bill allows a governmental body to designate a day on which the governmental body's administrative offices are closed or operating with minimum staffing as a nonbusiness day. A governmental body may not designate more than 10 nonbusiness days each calendar year for the sole purpose of calculating timelines under the Texas Public Information Act.

The attached resolution designates ten days the District is closed as nonbusiness days for the remainder of the 2023 calendar year and ten days for the 2024 calendar year. These days will be used when calculating timelines under the Texas Public Information Act.

### **Legal References:** HB 3033

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Carrie Galatas  
*General Counsel*

STATE OF TEXAS                   §  
COUNTY OF MONTGOMERY §

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- (1) a Saturday or Sunday;
- (2) a national holiday under Texas Government Code Section 662.003(a); or
- (3) a state holiday under Texas Government Code Section 662.003(b);

WHEREAS, this legislation, and the definition of a business day, is significant for government bodies as the Texas Public Information Act requires a governmental entity act upon receipt of a request for public information and often requires the calculation of business days.

NOW THEREFORE, BE IT RESOLVED as follows:

- 1

SIGNED this 15th day of August 2023.

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President  
Board of Trustees

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Secretary  
Board of Trustees



## **Take Requests from Trustees Regarding Future Board Agenda Items**

### **Recommendation:**

That the Conroe Independent School District Board of Trustees take requests from Trustees for agenda items for future Board meetings as submitted by Carrie Galatas, General Counsel, and as recommended by Dr. Curtis Null Superintendent of Schools.

### **Explanation:**

Board Policy BE Local requires the Board President and Superintendent to prepare the agenda for all Board meetings. The policy states that any Board member may request an agenda item. The policy further requires that the Superintendent include on the preliminary agenda of the meeting all agenda items that have been timely submitted by a Board member.

When requesting an item to be placed on the agenda the requesting trustee must provide the Superintendent with the name of the person to be placed on the agenda, the subject, or issues to be presented, and the approximate length of time needed for the agenda item. Local Board Policy BE requires that before the official agenda is finalized for any meeting, the Superintendent must consult the Board President to ensure that the agenda and the agenda items included meet with the Board President's approval. The policy further requires the Board President in his or her review of the preliminary agenda, ensure that any agenda items the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. This could be at a future meeting of the Board or at a Board workshop. Policy BE Local does not give the Board President the authority to remove from an agenda item requested by a Board member without that Board member's specific authorization.

To allow the District's administration to prepare for future Board meetings, the President will take requests for agenda items from Board members and work with administration and the requesting Board member to schedule the item for a future Board meeting or Board workshop. Board members will continue to be able to submit agenda item requests directly to the Board President or Superintendent in accordance with Board Policy BE Local.

**Policy Reference:** BE Local

Recommended by:

Dr. Curtis Null  
*Superintendent of Schools*

Submitted by:

Carrie Galatas  
*General Counsel*

BOARD MEETINGS

BE  
(LOCAL)

**Meeting Place and Time**

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

**Regular Meetings**

Regular meetings of the Board shall normally be held on the third Tuesday of each month at 6:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

**Special or  
Emergency Meetings**

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or three members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

**Agenda**

Deadline

The deadline for submitting items for inclusion on the agenda is the fifth calendar day before regular meetings and the fifth calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

In order for items to be placed on the agenda, the Superintendent must have the following information:

1. Name of the person to be placed on the agenda.
2. Subject or issues to be presented.
3. Approximate length of time needed.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.



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<b>Notice to Members</b>	Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.
<b>Closed Meeting</b>	<p>Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.</p> <p>The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]</p>
<b>Order of Business</b>	The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.
<b>Rules of Order</b>	The Board shall observe the parliamentary procedures as found in <i>Robert's Rules of Order, Newly Revised</i> , except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.
Voting	Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]
Consent Agenda	When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.
<b>Minutes</b>	<p>Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.</p> <p>The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.</p>
<b>Discussions and Limitation</b>	Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the

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business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.