



# ***BOARD OF TRUSTEES***

***Board Meeting***

***Thursday, July 10, 2025***

***12:30 p.m.***

***Community Room  
Of the  
Emerging Technologies and Workforce Building***

**WEATHERFORD COLLEGE**  
**BOARD OF TRUSTEES**  
**July 10, 2025**  
**12:30 p.m.**

**AGENDA**

A meeting of the Board of Trustees of Weatherford College will be held on Thursday, July 10, 2025, beginning at 12:30 p.m. in the Community Room of the Emerging Technologies and Workforce Building, located at 225 College Park Drive, Weatherford, Texas, to consider and act on the posted agenda:

1. Call to Order, Invocation and Pledge of Allegiance
2. Public Comment for Individuals Not on the Agenda
3. President's Report:
  - a. Recognitions
  - b. Employee Notices
  - c. Enrollment Update
4. Consent Agenda and Financial Reports:
  - a. Approval of Minutes from the June 12, 2025 Regular Board Meeting
  - b. Financial Reports Ending June 30, 2025
  - c. MOU for Weatherford College Educator Preparation Program Template
  - d. Renewal of Sealed Proposal for Intercollegiate Athletic Insurance #RFP-06-20
  - e. Renewal of Electrical and Mechanical Service Contract #RFP-11-21
  - f. Renewal of Commercial Charter Bus Service Contract #RFP-09-22
  - g. Approve Cooperative Purchase for Classroom Renovation for Medical Lab Technician Program – Plumbing
5. Consideration and Possible Action: Proposals on Sale of 45.682 Acres of Vacant Land in Weatherford, Texas #RFP-08-25
6. Consideration and Possible Action: Order Authorizing the Issuance of the Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2025; Appointing a Pricing Officer and Delegating to the Pricing Officer the Authority to Approve on Behalf of the Issuer the Sale and Delivery of the Bonds; Establishing Certain Parameters for the Approval of Such Matters by the Pricing Officer; Approving the Form of a Paying Agent/Registrar Agreement; and Other Related Matters
7. Reports:
  - a. Wise County, Academics, and Student Services Update
  - b. 2025-26 Budget Update

- c. Athletics
8. Future Agenda Items or Meetings:
    - a. August 7, 2025 – Called Meeting to hold Budget Workshop @ 12:30 p.m.
    - b. August 7, 2025 – Regular Board Meeting and Propose Tax Rate @ 1:30 p.m.
    - c. August 21, 2025 – Called Meeting to hold Public Tax Hearing and to Adopt the 2025-26 Budget and the 2025 Ad Valorem Tax Rate @ 12:30 p.m. in the Community Room of the Emerging Technologies and Workforce Building.
  9. Announcements
  10. Closed Session:
    - a. Deliberate Real Property in Accordance with Government Code 551.072
    - b. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, in Accordance with Government Code 551.074
  11. Consideration and Possible Action: Real Property
  12. Consideration and Possible Action: Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
  13. Adjourn



## Weatherford College Board of Trustees

**DATE:** July 10, 2025

**AGENDA ITEM #2**

**SUBJECT:** Public Comment for Members of the Public

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### **INFORMATION AND DISCUSSION:**

1. In accordance with Texas Government Code Sec. 551.007 (b), the Board of Trustees shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item.
2. In further accordance with Texas Government Code Sec. 551.007 (c), the Board of Trustees may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item.
  - a. In Local Board Policy BDB, the Board of Trustees has adopted reasonable rules regarding public comment.
  - b. Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board. Public comment shall occur at the beginning of the meeting. Except as permitted by this policy and the Board's procedures, an individual's comments to the Board shall not exceed five minutes per meeting.

**ATTACHMENTS:** Public Comment Sign Up Form

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**SUBMITTED BY:** Molly Garcia, Executive Assistant to the President



**Weatherford College Board of Trustees  
President's Report**

**DATE:** July 10, 2025

**AGENDA ITEM: #3**

**SUBJECT:** President's Report

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**INFORMATION AND DISCUSSION:** President Tod Allen Farmer will report to the Board of Trustees on the following items:

- a. Recognitions
  - b. Employee Notices
  - c. Enrollment Update
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**SUBMITTED BY:** Dr. Tod Allen Farmer, President



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 10, 2025

**AGENDA ITEM:** #4.a.

**SUBJECT:** Minutes from the June 12 Board Meeting

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**INFORMATION AND DISCUSSION:** On June 12, 2025, the Board of Trustees met in Regular Session. The attached minutes detail the actions taken by the Board, in accordance with Texas Government Code 551.021.

**RECOMMENDATION:** That the Board of Trustees review and approve the Minutes from the June 12 Regular Board Meeting as presented.

**ATTACHMENTS:** Minutes from the June 12, 2025 Regular Board Meeting.

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**SUBMITTED BY:** Molly Garcia, Executive Assistant to the President

**WEATHERFORD COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
June 12, 2025**

The Weatherford College Board of Trustees met in regular session at 12:30 p.m., Thursday, June 12, 2025, in the Community Room of the Emerging Technologies and Workforce Building. **Board Chair Dan Carney called the meeting to order.** Other trustees present were Secretary Morris, Dr. Marlett, G.B. Bailey and Dr. Dixon. Doug Dowd was absent. Brent Baker gave the invocation and the Pledge of Allegiance was recited. 1                      Call to Order,  
Invocation and  
Pledge of Allegiance  
847-1

There were no participants in public comment. 2                      Public Comment  
847-2

Dan Carney swore in Mary Beth Dennie and Tom Vick Consideration and  
Appointment of  
Trustees and  
Swearing-In of Newly  
Appointed Trustees  
847-3

Recognitions- 4                      Presidents Report  
847-4

- Congratulations to Dr. Shannon Ydoyaga and the entire academic services team. Weatherford College is set to launch seven new academic programs this fall, marking the largest academic expansion in the college’s distinguished history.
- Duane Durrett, dean of fine and performing arts at Weatherford College, recently received a Legends of Jazz Award from the Sammons Center for the Arts. Durrett was honored in the Jazz Educator category for his 50 years in music education at WC.
- Thank you to student services and to all who played a role in the recent WC commencement ceremony. We celebrated the largest graduating class in WC history, and the ceremony was spectacular.

Employee Notices- DMAC Local requires the college president to provide the names of contract employees that have resigned since the last board meeting.

Employee Name	Resignation/Retirement	Title	Department	Effective Date

Shane McGee	Resignation	Catering Cook	Food Services	5/23/25
Nina Maniotis	Retirement	Instructor/Program Director, Phlebotomy	Health & Human Sciences	8/31/25
Suzanne Jary	Retirement	Associate Professor/Program Director, Substance Abuse	Health & Human Sciences	8/31/25
Lisa Dahlstrom	Resignation	Workforce Specialist, Wise County	Workforce Education	5/28/25
Lauren Tidwell	Resignation	Dean of Academics	Academics	6/20/25
Sam Coody	Retirement	Coordinator, Asset Management	Technology Services	7/31/25

We thank Shane, Nina, Suzanne, Lisa, Lauren, and Sam for their service and wish them the very best in future endeavors.

**Enrollment Report:**

As of June 2nd, the Summer 2025 year-to-date enrollment was 2,309 students compared to 2,083 in the Summer 2024 semester, an increase of 10%. The Fall 2025 year-to-date enrollment is 3,023 students compared to 2,289 in the Fall 2024 semester, an increase of 27.6%.

5 Consent Agenda  
847-5

A recommendation was made that the Board approves the minutes from the May 8, 2025 Board Meeting as presented. *Submitted by Molly Garcia, Executive Assistant to the President.*

5.a Approval of Minutes from the May 8, 2025 Board Meeting

A recommendation was made that the Board approves the financial reports ending May 31, 2025 as presented. *Submitted by Dr. Andra Cantrell, Executive Vice President of Financial and Administrative Services.*

5.b Financial Reports Ending May 31, 2025.

A recommendation was made that the Board of Trustees approve the Report of Investments at May 31, 2025.

5.c Quarterly Investment Report

A recommendation was made that the Board of Trustees approve the second renewal option to extend the depository bank services contract with Prosperity Bank for a period of two years beginning September 1, 2025 through August 31, 2027.	5.d.	Renewal of Depository Bank Services #RFP-01-22
A recommendation was made that the Board of Trustees approves the first year of five-year renewal option with Snow Garrett Williams as financial auditors for the fiscal year ending August 31, 2025.	5.e	Renewal of Independent Audit Services #RFQ-01-24
A recommendation was made that the Board of Trustees approves the Third Amendment to Facilities Management Services Agreement with CBRE Managed Services, Inc. with a revised Year 4 price of \$2,902,368 and to exercise the second-year option to extend the Facilities Management Services Agreement for Year 5 at a cost of \$2,945,904.	5.f	Third Amendment to CBRE Facilities Management Services Agreement and Renewal of Facility Maintenance Services #RFP-02-22
A recommendation was made that the Board of Trustees add, revise, and/or delete Local policies as indicated above and as recommended by Cabinet and by TASB Policy Service Update #49.	5.g	TASB Policy Service Update #49
A recommendation was made that the Board of Trustees award custom cabinet project to vendor as presented.	5.h	Cooperative Purchase for Classroom Renovation for Medical Lab Technician Program
<b>G.B. Bailey made a motion to approve the consent agenda as recommended in its entirety. Tom Vick seconded the motion. The motion was carried unanimously.</b>		Consent Agenda Approved 847-5
A recommendation was made that the Board of Trustees approve the recommendation from the Construction Manager at Risk RFP Evaluation Committee on award for CMAR Services for the Student Union Project to Imperial Construction, Inc. and authorize Dr. Tod Allen Farmer to execute the final agreement.	6	Consideration and Possible Action: Competitive Sealed Proposals on Construction Manager-At-Risk for Student Union Project #RFP-07-25 847-6
<b>Lela Morris made a motion to approve the Construction Manager at Risk RFP Evaluation Committee on award for CMAR Services for the Student Union Project to Imperial Construction, Inc. and authorize Dr. Tod Allen Farmer to execute the final agreement. Mary Beth Seconded the motion. The motion was carried unanimously.</b>	7	Consideration and Possible Action: August 2025 Board Meeting Date Revision and
A recommendation was made that the Board of Trustees approve the dates and times presented above for the required August 2025 Board meetings.		

**Dr. Dixon made a motion to approve the dates and times presented for the required August 2025 Board Meetings. Mary Beth seconded the motion. The motion was carried unanimously.**

Recommendation 847-7

The following reports were presented to the Board:

8

Reports  
847-8

- a) WCWC, Academics, and Student Services Update
- b) Proposed 2025-26 Budget Report
- c) WC Awarded "Most Promising Places to Work"
- d) Fine Arts Presentation Report

Brent Baker made the following announcements:

9

Announcements  
847-9

- June 12-14            WC Theatre: "King Lear"  
(Alkek Theatre, 7:00 p.m.)
  
- June 17-18            Summer Baseball Camp  
(Roger Williams Ballpark, 8:30 a.m. – 11:30 a.m.)
  
- July 7-10              Coyote Basketball Camp  
(Graber Athletic Center, 8:15 a.m. – 4:00 p.m.)
  
- July 12                Children's Play: "Snow-White & Rose-Red"  
(Alkek Theatre, 10:00 a.m. – 11:00 a.m.)
  
- July 13                Children's Play: "Snow-White & Rose-Red"  
(Alkek Theatre, 2:00 p.m. – 3:00 p.m.)
  
- July 14                Ex-Students Lunch  
(Alumni House, Noon)

**Board of Trustees entered into Closed Session at 1:21 p.m.** to deliberate real property in accordance with Government Code 551.072, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee in accordance with Government Code 551.074.

10

Closed Session  
847-10

**The Board of Trustees reconvened in Open Session at 2:23 p.m.**

Open Session

Real Property. No action.

11

Consideration and  
Possible Action  
-Real Property  
847-11

Personnel Matters. No action.	12	Consideration and Possible Action -Personnel Matters 847-12
<b>At 2:27 p.m., Dr. Marlett made the motion to adjourn the meeting. G.B. Bailey seconded and the motion carried unanimously.</b>	13	Adjourn 847-13

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Dan Carney  
Chair, Board of Trustees

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Lela Morris  
Secretary, Board of Trustees



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 10, 2025

**AGENDA ITEM #4.b--REVISED**

**SUBJECT:** Financial Report Ending June 30, 2025

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**INFORMATION AND DISCUSSION:** The cash balance as of June 30, 2025 is \$82,509,625.25. This is an increase of \$5,861,955.35 from last year at June 30, 2024. The operating statement at June 30, 2025 indicates that total revenues collected are \$91,595,447 or 106.40% of budget. Total expenditures are \$69,767,710 or 81.03% of budget.

**RECOMMENDATION:** That the Board approves the financial reports ending June 30, 2025 as presented.

**ATTACHMENTS:** Cash Balance Reports and Operating Statements at June 30, 2025.

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President of Financial & Administrative Services

**WEATHERFORD COLLEGE**  
**CASH BALANCE REPORT**  
**June 30, 2025**

<u>Unrestricted Funds</u>	<u>Checking</u>	<u>Investments</u>	<u>Petty Cash</u>	<u>Total</u>
Beginning Balance	20,366,303.13	59,230,688.07	4,945.00	79,601,936.20
Deposits	2,662,794.78	13,404.93	-	2,676,199.71
Disbursements	(10,063,019.29)	-	-	(10,063,019.29)
Ending Balance	<u>12,966,078.62</u>	<u>59,244,093.00</u>	<u>4,945.00</u>	<u>72,215,116.62</u>

Unrestricted Funds:	<u>Checking Acct</u>	<u>Investments</u>	<u>Acct Balance</u>
Maintenance and Carter	12,966,078.62	59,244,093.00	72,210,171.62
Petty cash	4,945.00	-	4,945.00
Sub-total	<u>12,971,023.62</u>	<u>59,244,093.00</u>	<u>72,215,116.62</u>
Restricted Funds:			
Scholarships & Loans	4,067,896.80	2,375,411.38	6,443,308.18
Schropshire Cap. Impr.	321,617.89	-	321,617.89
Construction	130,272.71	-	130,272.71
Debt Service	7,356.77	2,728,071.32	2,735,428.09
Interest & Sinking	38,881.76	-	38,881.76
Contingency Reserves	-	625,000.00	625,000.00
Sub-total	<u>4,566,025.93</u>	<u>5,728,482.70</u>	<u>10,294,508.63</u>
<b>Grand Total</b>	<u>17,537,049.55</u>	<u>64,972,575.70</u>	<u>82,509,625.25</u>

**Recap of Investments**

<u>Investments</u>	<u>Current Value 6/30/2025</u>	<u>Rate</u>	<u>Maturity Date</u>
<u>Prosperity Bank</u>			
Money Market Account	5,274,481.82	1.40%	
CD	27,526,266.23	4.00%	9/20/2025
CD	1,056,386.87	3.50%	9/8/2025
CD	3,085,427.34	3.50%	9/8/2025
CD	2,728,071.31	4.50%	10/7/2025
CD	10,301,942.13	4.00%	8/28/2025
CD	15,000,000.00	4.00%	7/5/2025
<b>Total Investments</b>	<u><u>64,972,575.70</u></u>		

**WEATHERFORD COLLEGE  
STATEMENT OF REVENUES  
June 30, 2025**

	2023-2024			2024-2025			
	Amended Budget	Received 6/30/2024	% of Budget	Amended Budget	Received 6/30/2025	Balance	% of Budget
<b>Operating Revenues</b>							
Tuition							
In-District Resident	\$ 5,536,380	\$ 6,247,987	112.85%	\$ 8,016,796	\$ 8,215,320	\$ (198,524)	102.48%
Out-of District Resident	\$ 7,645,416	\$ 8,007,272	104.73%	\$ 10,048,609	\$ 10,197,116	\$ (148,507)	101.48%
Out-of District Resident - EC Granbury	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Out-of District Resident - Wise County	\$ 2,188,174	\$ 2,102,455	96.08%	\$ 2,389,661	\$ 2,421,673	\$ (32,012)	101.34%
Non-Resident	\$ 1,416,154	\$ 1,694,530	119.66%	\$ 1,947,292	\$ 1,999,140	\$ (51,848)	102.66%
Differential Tuition	\$ 1,237,944	\$ 1,427,500	115.31%	\$ 1,619,400	\$ 1,662,074	\$ (42,674)	102.64%
State Funded Continuing Education	\$ 694,150	\$ 862,492	124.25%	\$ 816,000	\$ 916,609	\$ (100,609)	112.33%
Non-State Funded Continuing Education	\$ 22,750	\$ 26,660	117.19%	\$ 22,100	\$ 21,882	\$ 218	99.01%
<b>Total Tuition</b>	<b>\$ 18,740,968</b>	<b>\$ 20,368,897</b>	<b>108.69%</b>	<b>\$ 24,859,858</b>	<b>\$ 25,433,813</b>	<b>\$ (573,955)</b>	<b>102.31%</b>
Fees							
General Fee	\$ 4,099,147	\$ 4,738,289	115.59%	\$ 8,226,828	\$ 8,633,811	\$ (406,983)	104.95%
Laboratory Fee	\$ 342,200	\$ 365,190	106.72%	\$ 414,147	\$ 413,181	\$ 966	99.77%
<b>Total Fees</b>	<b>\$ 4,441,347</b>	<b>\$ 5,103,479</b>	<b>114.91%</b>	<b>\$ 8,640,975</b>	<b>\$ 9,046,992</b>	<b>\$ (406,017)</b>	<b>104.70%</b>
Allowances and Discounts							
Bad Debt Allowance	\$ (32,500)	\$ -	0.00%	\$ (52,500)	\$ (13,359)	\$ (39,142)	25.44%
Remissions and Exemptions	\$ (2,732,000)	\$ (3,302,360)	120.88%	\$ (6,313,000)	\$ (6,126,347)	\$ (186,653)	97.04%
<b>Total Allowances and Discounts</b>	<b>\$ (2,764,500)</b>	<b>\$ (3,302,360)</b>	<b>119.46%</b>	<b>\$ (6,365,500)</b>	<b>\$ (6,139,705)</b>	<b>\$ (225,795)</b>	<b>96.45%</b>
Additional Operating Revenues							
Federal Grants and Contracts (Operating)	\$ 1,333,540	\$ 922,609	69.18%	\$ 1,324,456	\$ 932,154	\$ 392,302	70.38%
State Grants and Contracts	\$ 628,919	\$ 468,416	74.48%	\$ 902,356	\$ 655,686	\$ 246,670	72.66%
Non-Governmental Grants	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Local Grants & Contracts	\$ 4,566,700	\$ 4,532,695	99.26%	\$ 4,600,000	\$ 4,513,472	\$ 86,528	98.12%
Sales & Services of Educational Activities	\$ 43,000	\$ 49,766	115.74%	\$ 43,000	\$ 78,698	\$ (35,698)	183.02%
Investment income - Program Restricted	\$ 95,000	\$ 74,329	78.24%	\$ 164,500	\$ 205,293	\$ (40,793)	124.80%
Other Operating Revenues	\$ 665,000	\$ 915,609	137.69%	\$ 773,250	\$ 854,787	\$ (81,537)	110.54%
<b>Total Additional Operating Revenues</b>	<b>\$ 7,332,159</b>	<b>\$ 6,963,424</b>	<b>94.97%</b>	<b>\$ 7,807,562</b>	<b>\$ 7,240,090</b>	<b>\$ 567,472</b>	<b>92.73%</b>
Auxiliary Income							
Bookstore	\$ 138,833	\$ 72,888	52.50%	\$ 105,745	\$ 105,895	\$ (150)	100.14%
Cafeteria	\$ 745,000	\$ 981,056	131.69%	\$ 875,000	\$ 1,279,240	\$ (404,240)	146.20%
Dormitory	\$ 1,250,585	\$ 1,281,913	102.51%	\$ 1,820,344	\$ 1,802,579	\$ 17,765	99.02%
Golf Course	\$ 1,550,000	\$ 854,411	55.12%	\$ 1,965,898	\$ 1,419,888	\$ 546,010	72.23%
Student Services	\$ 215,000	\$ 226,233	105.22%	\$ 247,250	\$ 236,579	\$ 10,671	95.68%
Carter Agricultural Center	\$ 55,000	\$ 40,772	74.13%	\$ 55,000	\$ 104,019	\$ (49,019)	189.13%
<b>Total Auxiliary Enterprises</b>	<b>\$ 3,954,418</b>	<b>\$ 3,457,273</b>	<b>87.43%</b>	<b>\$ 5,069,237</b>	<b>\$ 4,948,201</b>	<b>\$ 121,036</b>	<b>97.61%</b>
<b>Total Operating Revenues</b>	<b>\$ 31,704,392</b>	<b>\$ 32,590,712</b>	<b>102.80%</b>	<b>\$ 40,012,132</b>	<b>\$ 40,529,391</b>	<b>\$ (517,259)</b>	<b>101.29%</b>
<b>Non-Operating Revenues</b>							
State Appropriations							
Education and General State Support	\$ 9,682,488	\$ 9,682,488	100.00%	\$ 10,525,438	\$ 8,221,794	\$ 2,303,644	78.11%
State Group Insurance	\$ -	\$ 1,410,297	#DIV/0!	\$ -	\$ 1,410,297	\$ (1,410,297)	#DIV/0!
State Retirement Matching	\$ -	\$ 613,846	#DIV/0!	\$ -	\$ 658,606	\$ (658,606)	#DIV/0!
State Appropriations-Other	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Professional Nursing Shortage Reduction	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
<b>Total State Appropriations</b>	<b>\$ 9,682,488</b>	<b>\$ 11,706,631</b>	<b>120.91%</b>	<b>\$ 10,525,438</b>	<b>\$ 10,290,697</b>	<b>\$ 234,741</b>	<b>97.77%</b>
Maintenance Ad Valorem Taxes-Parker County	\$ 25,851,835	\$ 25,932,262	100.31%	\$ 27,505,413	\$ 27,731,997	\$ (226,584)	100.82%
Debt Service Ad Valorem Taxes	\$ -	\$ 3,819	#DIV/0!	\$ -	\$ 2,055	\$ (2,055)	#DIV/0!
Federal Grants and Contracts (Non-Operating)	\$ 6,855,000	\$ 7,932,999	115.73%	\$ 6,830,000	\$ 10,876,188	\$ (4,046,188)	159.24%
Lost Revenue Reimbursement	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Gifts	\$ 73,649	\$ 10,146,636	13777.02%	\$ 212,832	\$ 188,098	\$ 24,734	88.38%
Investment Income	\$ 500,000	\$ 1,503,806	300.76%	\$ 1,000,000	\$ 1,977,022	\$ (977,022)	197.70%
Unrealized Gain on Mineral Rights	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Unrealized Gain on Carter Ag	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Contributions in Aid of Construction	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
<b>Total Non-Operating Revenue</b>	<b>\$ 42,962,972</b>	<b>\$ 57,226,152</b>	<b>133.20%</b>	<b>\$ 46,073,683</b>	<b>\$ 51,066,056</b>	<b>\$ (4,992,373)</b>	<b>110.84%</b>
Budgeted Transfers	\$ 2,516,178	\$ -		\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 77,183,542</b>	<b>\$ 89,816,864</b>	<b>116.37%</b>	<b>\$ 86,085,815</b>	<b>\$ 91,595,447</b>	<b>\$ (5,509,632)</b>	<b>106.40%</b>

**WEATHERFORD COLLEGE**  
**STATEMENT OF EXPENDITURES**  
**June 30, 2025**

	2023-2024			2024-2025			
	Amended Budget	Expended 6/30/2024	% of Budget	Amended Budget	Expended 6/30/2025	Balance	% of Budget
<b>Operating Expenses</b>							
<b>Unrestricted</b>							
Instruction	\$ 18,751,862	\$ 15,378,584	82.01%	\$ 20,672,974	\$ 17,166,387	\$ 3,506,587	83.04%
Public Service	\$ 361,752	\$ 271,293	74.99%	\$ 398,048	\$ 319,895	\$ 78,153	80.37%
Academic Support	\$ 4,342,559	\$ 3,030,162	69.78%	\$ 4,425,242	\$ 3,153,236	\$ 1,272,006	71.26%
Student Services	\$ 2,676,298	\$ 1,787,883	66.80%	\$ 2,891,855	\$ 1,986,199	\$ 905,656	68.68%
Institutional Support	\$ 12,277,557	\$ 8,023,505	65.35%	\$ 16,945,096	\$ 8,742,909	\$ 8,202,187	51.60%
Operation & Maint. of Plant	\$ 11,388,408	\$ 6,662,579	58.50%	\$ 11,294,970	\$ 6,618,859	\$ 4,676,111	58.60%
Scholarships and Fellowships	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Staff Benefits	\$ 700,000	\$ 582,984	83.28%	\$ 720,000	\$ 565,908	\$ 154,092	78.60%
<b>Total Unrestricted Educational Activities</b>	<b>\$ 50,498,436</b>	<b>\$ 35,736,990</b>	<b>70.77%</b>	<b>\$ 57,348,185</b>	<b>\$ 38,553,393</b>	<b>\$ 18,794,792</b>	<b>67.23%</b>
<b>Restricted</b>							
Instruction	\$ 155,374	\$ 143,976	92.66%	\$ 109,291	\$ 63,765	\$ 45,526	58.34%
Public Service	\$ 6,000	\$ 4,845	80.75%	\$ 6,000	\$ 10,185	\$ (4,185)	169.75%
Academic Support	\$ 325,950	\$ 97,605	29.94%	\$ 652,274	\$ 306,057	\$ 346,217	46.92%
Student Services	\$ 1,035,389	\$ 722,266	69.76%	\$ 1,168,836	\$ 794,854	\$ 373,982	68.00%
Institutional Support	\$ 6,245	\$ 769	12.32%	\$ 4,738	\$ 3,510	\$ 1,228	74.09%
Operation & Maint. of Plant	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
Scholarships and Fellowships	\$ 10,473,578	\$ 11,174,977	106.70%	\$ 10,818,937	\$ 14,334,733	\$ (3,515,796)	132.50%
Staff Benefits	\$ -	\$ 2,024,143	#DIV/0!	\$ -	\$ 2,068,903	\$ (2,068,903)	#DIV/0!
<b>Total Restricted Educational Activities</b>	<b>\$ 12,002,536</b>	<b>\$ 14,168,583</b>	<b>118.05%</b>	<b>\$ 12,760,076</b>	<b>\$ 17,582,008</b>	<b>\$ (4,821,932)</b>	<b>137.79%</b>
<b>Total Educational Activities</b>	<b>\$ 62,500,972</b>	<b>\$ 49,905,573</b>	<b>79.85%</b>	<b>\$ 70,108,261</b>	<b>\$ 56,135,401</b>	<b>\$ 13,972,860</b>	<b>80.07%</b>
<b>Auxiliary Enterprises</b>	<b>\$ 7,832,049</b>	<b>\$ 4,755,237</b>	<b>60.72%</b>	<b>\$ 7,906,962</b>	<b>\$ 6,718,305</b>	<b>\$ 1,188,657</b>	<b>84.97%</b>
<b>Depreciation Expense - Buildings and Land Improvements</b>	<b>\$ 1,436,542</b>	<b>\$ 1,367,893</b>	<b>95.22%</b>	<b>\$ 1,641,471</b>	<b>\$ 1,390,971</b>	<b>\$ 250,500</b>	<b>84.74%</b>
<b>Depreciation Expense - Furniture, Machinery, Vehicles, and Other Equipment</b>	<b>\$ 645,258</b>	<b>\$ 633,521</b>	<b>98.18%</b>	<b>\$ 760,440</b>	<b>\$ 742,215</b>	<b>\$ 18,225</b>	<b>97.60%</b>
<b>Amortization Expense - Right of Use Asset and Subscription Based IT Arrangements</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>
<b>Total Operating Expenses</b>	<b>\$ 72,414,821</b>	<b>\$ 56,662,223</b>	<b>78.25%</b>	<b>\$ 80,417,134</b>	<b>\$ 64,986,891</b>	<b>\$ 15,430,243</b>	<b>80.81%</b>
<b>Non-Operating Expenses</b>							
Expenses on Capital Related Debt	\$ 1,933,308	\$ 1,882,880	97.39%	\$ 1,850,893	\$ 1,807,796	\$ 43,097	97.67%
Gain/Loss on Disposal of Fixed Assets	\$ (25,000)	\$ (1,095)	4.38%	\$ (25,000)	\$ (7,970)	\$ (17,030)	31.88%
Other non-operating expense	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!
<b>Other Uses of Cash</b>							
Principal on Capital Related Debt	\$ 1,902,896	\$ 1,727,895	90.80%	\$ 2,002,922	\$ 1,817,922	\$ 185,000	90.76%
Capital Outlay (Non-Construction)	\$ 953,430	\$ 621,863	65.22%	\$ 1,850,044	\$ 1,163,071	\$ 686,973	62.87%
<b>TOTAL</b>	<b>\$ 77,179,455</b>	<b>\$ 60,893,766</b>	<b>78.90%</b>	<b>\$ 86,095,993</b>	<b>\$ 69,767,710</b>	<b>\$ 16,328,283</b>	<b>81.03%</b>



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 10, 2025

**AGENDA ITEM #4.c.**

**SUBJECT:** MOU for Weatherford College Educator Preparation Program Template

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**INFORMATION AND DISCUSSION:**

Weatherford College is in the process of seeking an Educator Preparation Program (EPP) through the Texas Education Agency (TEA). In order to be approved for the EPP, the College must have agreements in place with ISDs to support the field-based experiences and clinical teaching placements for teacher certifications. This template will be the format used with each partner upon approval.

**RECOMMENDATION:** The Board of Trustees approve the Educator Preparation Program template to engage local ISD partners.

**ATTACHMENTS:**

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**SUBMITTED BY:** Dr. Shannon Ydoyaga, Executive Vice President of Academic Services



# MEMORANDUM OF UNDERSTANDING

## Between Weatherford College Educator Preparation Program & [Partner School District]

This Memorandum of Understanding (“MOU”) establishes a partnership between **Weatherford College Educator Preparation Program** (hereinafter “WC EPP”) and **[Partner ISD/School]** to support structured field-based experiences and clinical teaching placements for Weatherford College (hereinafter “WC”) students preparing for Texas teacher certification.

### Goals and Objectives

- To provide WC education students with high-quality, standards-aligned clinical experiences.
- To establish a shared commitment to preparing highly effective, ethical, and instructionally responsive Texas educators.
- To formalize expectations for student support, field placements, and supervision.

### Overview of Education Programming at Weatherford College

WC offers a vertically aligned, workforce-responsive continuum of degrees designed to meet the needs of both aspiring teachers and the school systems that employ them. These pathways reflect the college’s mission to support first-generation, place-bound, and nontraditional students, while addressing persistent teacher shortages in rural and high-need districts across North Central Texas. WC’s education offerings provide multiple points of entry into the profession, each grounded in developmentally appropriate coursework and aligned with state standards. Together, the AAT and BAAS ECET form a stackable and locally accessible teacher pipeline that supports regional workforce priorities and offers affordable, high-quality preparation for the next generation of Texas educators.

Although observation experiences for preservice teachers in the AAT degree are not part of the EPP’s official certification program under TAC Chapter 228, their inclusion in this MOU supports seamless program alignment, transparency with district partners, and proactive pipeline development into WC’s EPP.

### **Terminology Note**

For the purposes of this document, students enrolled in the Associate of Arts in Teaching (AAT) will be referred to as “**preservice teachers**,” and students enrolled in the Bachelor of Applied Arts and Sciences in Early Childhood Education and Teaching (BAAS ECET) will be referred to as “**teacher candidates**” or “**candidates**.”

### **Associate of Arts in Teaching (AAT)**

Preservice teachers pursuing the Associate of Arts in Teaching (AAT) at Weatherford College complete foundational coursework in education and special populations, while gaining structured exposure to EC–12 classrooms. Students may pursue one of two AAT pathways: EC–6 and Special Education or 7–12 in content areas other than Special Education. All AAT students complete 32 hours of classroom observation, with 16 hours in EDUC 1301: Foundations of Education and 16 hours in EDUC 2301: Introduction to Special Populations. These early field experiences are designed to foster professional reflection and introduce students to classroom environments, instructional practices, and diverse learner needs. Most AAT completers either transfer to a traditional four-year educator preparation program or transition seamlessly into Weatherford College’s BAAS ECET program, where they pursue teacher certification.

### **Bachelor of Applied Arts and Sciences in Early Childhood Education and Teaching (BAAS ECET)**

The BAAS ECET is a two-year, upper-division program designed for students who have completed lower-division coursework (typically through the AAT EC-6). It serves paraprofessionals, first-generation college students, and working adults seeking EC–6 teacher certification through a fully embedded EPP. Teacher candidates in the BAAS ECET complete 50 hours of early field experience (25 in early childhood, 25 in upper elementary) and 490 hours of clinical teaching over two semesters. These experiences are embedded across a structured Block A–D semester sequence that integrates coursework, fieldwork, and instructional practice aligned with the Texas Educator Standards and Science of Teaching Reading (STR) competencies.

### **Field Experience Categories by Degree Pathway**

WC education students are required to complete three types of field-based placements: Classroom Observations, Early Field Experience, and Clinical Teaching. Each type of placement

is aligned with specific degree pathways and serves a distinct purpose in preparing students for Texas teacher certification. The sections that follow describe each experience in detail, including placement procedures, required documentation, and the roles and responsibilities of candidates and cooperating teachers. These structured experiences ensure that all students are prepared for effective instructional practice and meet the expectations set forth by the Texas Administrative Code.

### **Classroom Observations**

Preservice teachers pursuing an AAT complete 32 total hours of structured classroom observations for the following courses:

- EDUC 1301 Foundations of Education (16 hours)
- EDUC 2301 Introduction to Special Populations (16 hours)

Prior to placement, WC preservice teachers participating in classroom observations (EDUC 1301 and 2301) must complete an Observation Intent Form indicating their planned observation dates, times, and campus preferences. During their placement, preservice teachers are required to maintain an official Observation Log that records the total number of hours completed, the grade level(s) observed, and a brief description of each session. This log must be signed by the placement teacher to verify attendance and engagement. In addition to documenting time, preservice teachers will complete a reflection assignment designed to support observation-based learning and promote deeper understanding of classroom management, instructional strategies, student diversity, and teacher-student interactions. These materials are reviewed by WC AAT faculty to ensure meaningful participation and are maintained in student records for accountability and alignment with program outcomes.

### **Early Field Experience**

BAAS ECET teacher candidates complete 50 hours of early field experience, divided across two junior-level courses:

- EDEC 3301: Supervised Experiences in Early Childhood, PreK–2 (25 hours)
- EDEC 3302: Supervised Experiences in Upper Elementary, Grades 3–6 (25 hours)

Unlike observation-only placements, early field experiences are hands-on, reflective, and instructionally focused. Candidates are expected to actively participate in classroom routines, assist with lesson delivery, and support student learning in ways that prepare them for full clinical teaching. In alignment with TAC §228.43(c)(2), at least 80% of field time must be spent in active engagement, with no more than 20% in passive observation. Recommended activities

include small group instruction, tutoring, presenting whole class lessons, practicing classroom management skills, supporting lead teacher instruction, and co-teaching.

As part of the requirements for EDEC 3301 and EDEC 3302, each teacher candidate must submit an Early Field Experience Intent Form indicating their scheduled placement days and times. Candidates are also required to maintain an Early Field Experience Timesheet, which must be initialed and signed by the cooperating teacher to verify completed hours. In addition to their active engagement in classroom routines, candidates must complete 2–3 structured classroom observations using a WC–provided protocol, conduct a cooperating teacher interview to gain insight into instructional practices and student supports, and design and deliver a teaching demonstration that is followed by targeted feedback from the cooperating teacher. Finally, the cooperating teacher will complete a dispositions inventory, which evaluates the candidate’s professionalism, communication, instructional readiness, and overall engagement throughout the early field experience. These materials are reviewed by the WC EPP Legal Authority and BAAS ECET Director to ensure that candidates have meaningfully engaged in their placements, met course expectations, and satisfied state and institutional requirements for field experience documentation and compliance.

### **Clinical Teaching**

BAAS ECET teacher candidates complete a yearlong clinical teaching sequence totaling 490 hours, aligned with TAC §228.35(e)(2)(B). Clinical teaching follows a 28-week, half-day model and is designed to support developmental progression from guided practice to increasing instructional responsibility. Responsibilities are distributed evenly across two senior-level courses:

- EDEL 4311: Student Teaching/Clinical Apprenticeship I (245 hours)
- EDEL 4312: Student Teaching/Clinical Apprenticeship II (245 hours)

Throughout both semesters of clinical teaching, candidates participate in co-planning, co-teaching, lesson delivery, student assessment, and full instructional responsibilities during half-day placements under the guidance of a qualified cooperating teacher and a WC-trained field supervisor. Each semester includes at least three structured Pre-Observation, Observation, and Post-Observation (POP) Cycles, incorporating lesson planning, reflection, real-time or recorded observations, and feedback aligned to the T-TESS rubric. Candidates submit weekly signed timesheets documenting their 245 required hours and complete reflective Learning Logs tied to the four T-TESS domains: Planning, Learning Environment, Instruction, and Professional Practices & Responsibilities. Evaluation is developmental, with a Midpoint Evaluation conducted jointly by the cooperating teacher and instructor to monitor

growth, followed by a Final Evaluation at the end of each semester. To advance from EDEL 4311 to EDEL 4312, candidates must earn at least a “Developing” rating in all areas, with the second semester continuing the same structured supports and culminating in a final capstone evaluation for certification readiness. Clinical teaching documentation is reviewed by the WC EPP Legal Authority and BAAS ECET Director to confirm that teacher candidates have actively engaged in their placements, fulfilled course requirements, and complied with all state-mandated expectations for structured, standards-aligned field experiences under TAC §228.43.

## **Weatherford College Agreements**

The following section outlines WCs institutional responsibilities for coordinating, supporting, and evaluating all field-based placements associated with educator preparation. These commitments apply to both preservice teachers in the AAT program and teacher candidates in the BAAS ECET certification pathway. Each subsection below identifies the specific actions WC will take to ensure regulatory compliance, uphold professional standards, and sustain collaborative partnerships with school districts in support of high-quality clinical experiences.

### **FIELD PLACEMENT COORDINATION & POINT OF CONTACT (TAC §§228.2, 228.35, 228.63)**

To ensure the smooth operation of all observation, early field experience, and clinical teaching placements, WC designates the Director of the BAAS ECET program, who also serves as the WC EPP Legal Authority, as the primary point of contact for field placement coordination. This individual is responsible for initiating placement requests, confirming capacity, verifying cooperating teacher qualifications, and maintaining communication with district and campus liaisons.

The designated liaison for all communication related to candidate placement, supervision, and performance is:

**Dr. Leslie Hancock**  
Legal Authority, WC EPP  
Director, BAAS ECET Program  
[lhancock@wc.edu](mailto:lhancock@wc.edu) | (817)598-8962

The Legal Authority and Director currently manages all placement logistics for AAT preservice teachers and BAAS ECET teacher candidates. Until such time as a full-time Field Placement Coordinator position is formally approved by WC leadership, the Director will continue to serve in this capacity to ensure continuity and consistency. This interim structure reflects WC's

commitment to high-quality educator preparation and transparent communication with partner districts.

### **CANDIDATE PLACEMENT AND SUPERVISION (TAC §§228.2, 228.45, 228.50, 228.63, 228.101, §247)**

WC's EPP will coordinate all aspects of field placements for both AAT preservice teachers and BAAS ECET teacher candidates. Each year, the WC EPP will initiate a placement planning meeting or written confirmation of availability no later than the 2nd week of a 16-week term and the 1st week of an 8-week term for AAT preservice teacher observations and July 31st for BAAS ECET teacher candidate early field experiences and clinical teaching placements in order to coordinate projected placement numbers. Prior to placement, the WC EPP will orient all candidates to district expectations, professional responsibilities, and the Texas Educators' Code of Ethics. These expectations are documented in official program handbooks and confirmed via signed acknowledgment forms.

The WC EPP will:

- Provide clearance letters for all Weatherford College students requesting placements.
- Serve as the primary liaison for placement coordination and assignment.
- Collaborate with district personnel to secure placements in TEA-accredited EC-12 classrooms aligned to certification and course requirements.
- Verify that all preservice teachers and teacher candidates have completed necessary pre-placement coursework and have met eligibility requirements.
- Conduct internal criminal background checks and collect all district-required documentation prior to placement.
- Assign trained field supervisors to all clinical teaching candidates, ensuring no campus-level conflicts of interest.
- Maintain documentation of preservice teacher and teacher candidate hours, evaluations, field progress, and program compliance.
- Provide the district with relevant calendars, placement rosters, supervisor contact information, and observation schedules in advance.

### **MATCH DAY ORIENTATION**

To foster shared expectations and build strong relationships between candidates and cooperating districts, WC will host an annual "Match Day" event at the beginning of the academic year. During this event, clinical teaching candidates are notified of their assigned placement sites and introduced to their cooperating teachers, field supervisors, and district partners. Match Day includes an orientation session, breakout planning meetings, and a Q&A

with district HR and campus leadership. The event is modeled after medical residency Match Day and is designed to promote transparency, excitement, and professional accountability from the outset of the clinical experience. District attendance is encouraged to help build early rapport and clarify expectations for the upcoming clinical placement.

WC will be responsible for organizing and facilitating all components of the event, including:

- Notifying clinical teaching candidates of their assigned placement sites.
- Coordinating introductions between candidates, cooperating teachers, field supervisors, and district representatives.
- Delivering a structured orientation session to review expectations, communication protocols, and professional responsibilities.
- Hosting breakout sessions for campus-specific planning between candidates and cooperating teachers.
- Leading a Q&A panel with participating district HR leaders and campus administrators to address common questions and clarify shared goals.

### **COOPERATING TEACHER SUPPORT (TAC §§228.91–228.97)**

The WC EPP will provide comprehensive support to cooperating teachers assigned to mentor BAAS ECET teacher candidates during early field experiences and clinical teaching. This includes structured training, a detailed Cooperating Teacher Handbook, and ongoing communication with WC personnel. These resources outline expectations related to timelines, documentation, feedback, and candidate assessment.

In compliance with TAC, the WC EPP will:

- Offer a required training module for cooperating teachers, aligned with SBEC mentoring standards and covering adult coaching strategies, the TEA-aligned observation rubric, formative feedback protocols, and the responsibilities of a cooperating teacher.
- Distribute the WC Cooperating Teacher Handbook, which includes guidance on mentorship expectations, documentation procedures, sample observation tools, and contact information for WC field supervisors and program leadership.
- Maintain documentation of training completion and verification of cooperating teacher qualifications.
- Ensure cooperating teachers are supported throughout the placement with access to observation rubrics, feedback templates, and timely communication from the WC EPP personnel.

### **ONGOING COMMUNICATION (TAC §228.91(c) & §228.101)**

The WC EPP is committed to maintaining consistent, proactive, and transparent communication with designated district and campus liaisons. Clear, timely information-sharing supports effective planning, strengthens campus partnerships, and ensures alignment between WC expectations and district protocols.

To support instructional integrity and field placement success, the WC EPP will:

- Provide partner districts with finalized placement rosters, clinical teaching calendars, and field observation schedules prior to candidate arrival.
- Share contact information for assigned field supervisors and provide access to observation instruments, documentation templates, and candidate support protocols.
- Host regular check-ins with campus liaisons and cooperating teachers to monitor candidate progress, address emerging concerns, and adjust support structures as needed.
- Remain responsive to partner district questions or requests for clarification, reinforcing a shared commitment to high-quality educator preparation.

### **PROGRAM EVALUATION (TAC §229.3)**

The WC EPP is committed to ongoing program improvement through collaborative evaluation, data transparency, and stakeholder engagement. This collaborative evaluation process ensures that the WC EPP remains responsive to both regional workforce needs and the evolving expectations of the Texas educator preparation landscape.

In alignment with TEA accountability expectations, WC will:

- Share aggregate program data, stakeholder survey results, and accreditation updates with partner districts on an annual basis.
- Invite district administrators, cooperating teachers, and other stakeholders to participate in the EPP's annual program review, as well as Advisory Committee meetings that inform program design and delivery.
- Offer optional focus groups or planning sessions to solicit feedback on candidate readiness, field experience design, and overall partnership effectiveness.

### **[Partner ISD] Agreements**

The following section outlines the expectations and responsibilities of [Partner ISD] in supporting Weatherford College preservice teachers and teacher candidates during their field-based experiences. These agreements reflect the collaborative nature of educator preparation and the shared goal of developing high-quality, certified educators for Texas

schools. Each subsection clarifies the district's role in placement coordination, cooperating teacher assignments, campus access, performance feedback, and ongoing program evaluation, in accordance with relevant provisions of the Texas Administrative Code.

### **PLACEMENTS (TAC §§228.2, 228.63)**

[Partner ISD] agrees to collaborate with WC to support field placements for AAT preservice teachers and BAAS ECET teacher candidates. Placements will be made based on mutual agreement, certification area, in-service teacher availability, and campus capacity.

To ensure instructional integrity for EC–12 students and proper preservice teacher/candidate support, final placement numbers may vary but will not exceed the following without prior discussion:

- **Observation (32 hours):** Up to [ ### ] preservice teachers per semester
- **Early Field Experience (50 hours):** Up to [ ### ] candidates per semester
- **Clinical Teaching (245 hours):** Up to [ ### ] candidates per semester

### **COOPERATING TEACHER ELIGIBILITY (TAC §§228.91–228.95; TEC §22.083)**

[Partner ISD] agrees to assign only those individuals who meet the following qualifications to serve as cooperating teachers:

- Hold a valid Texas teaching certificate in the same certification class and subject area as the candidate.
- Have a minimum of three years of credible, successful classroom teaching experience;
- Are currently employed as a teacher of record in an approved EC–12 public or TEA-recognized private school.
- Demonstrate instructional effectiveness, based on performance evaluations or student achievement data.
- Are not under investigation, on performance plans, or rated unsatisfactory in any area of evaluation.
- Have no familial, supervisory, or evaluative conflict of interest with the assigned candidate.

[Partner ISD] affirms that all assigned personnel have completed the criminal background check required under TEC §22.083, and that supporting documentation will be maintained and made available to the WC EPP upon request.

### **CAMPUS SUPPORT AND FIELD SUPERVISION ACCESS (TAC §228.101)**

To support successful clinical experiences and program compliance, [Partner ISD] will ensure that WC teacher candidates and their assigned supervisors have the resources and access necessary to fulfill all legal requirements for teacher certification.

[Partner ISD] agrees to:

- Provide teacher candidates with access to instructional tools, classroom space, and technology platforms required for daily instruction.
- Allow WC field supervisors, who are certified, trained, and unaffiliated with the candidate's campus, to conduct required in-person observations and conferences.

### **COLLABORATION AND FEEDBACK (TAC §228.91)**

Ongoing communication between the WC EPP and [Partner ISD] is essential to supporting candidate growth, resolving concerns early, and maintaining the integrity of the placement experience.

[Partner ISD] agrees to:

- Notify the WC EPP Field Placement Liaison (currently the BAAS ECET Program Director and WC EPP Legal Authority) of any candidate performance concerns as early as possible.
- Participate in candidate evaluations and recommendation processes, as requested by the WC EPP.
- Maintain open lines of communication to ensure shared expectations and timely resolution of any issues that arise during the placement period.

### **PROGRAM EVALUATION (TAC §229.3)**

Program evaluation is a collaborative process that ensures the continuous improvement and accountability of WC's EPP. [Partner ISD] plays a critical role in providing feedback and contributing to the evaluation of candidate quality, field placements, and program effectiveness.

[Partner ISD] agrees to:

- Participate in all TEA-administered stakeholder surveys related to teacher candidates, including the:
  - First-Year Teacher Survey

- Principal Survey
- Candidate Exit Survey
- Engage in an annual program review process with the WC EPP to provide feedback on candidate performance and partnership alignment.
- Review and discuss aggregate program data, accreditation updates, and survey results shared by the WC EPP to support shared planning and continuous improvement.

## Term and Termination

This Memorandum of Understanding shall take effect on [Date] and remain in effect through [Date], at which point it may be reviewed and renewed annually upon mutual agreement by both parties. Either Weatherford College or [Partner ISD] may terminate this agreement with a minimum of 30 days' written notice, in accordance with 19 TAC §228.35(e)(2)(B)(ix), which governs the continuation and oversight of clinical experiences. In the event of early termination, both parties agree to honor all active AAT preservice teacher and BAAS ECET teacher candidate placements through the conclusion of the current semester or clinical teaching cycle, whichever is longer, to preserve instructional continuity and comply with certification requirements. Exceptions may only be made in cases involving safety concerns, noncompliance, or other extenuating circumstances, to be jointly reviewed and documented by both parties.

## Points of Contact

To support effective communication and timely coordination throughout the duration of this agreement, each party has designated a primary point of contact. These individuals will serve as liaisons for all matters related to placement logistics, candidate support, documentation, and partnership review.

### [PARTNER DISTRICT]

[District Representative]

[Title]

[Email]

### WEATHERFORD COLLEGE

Dr. Leslie Hancock

Legal Authority, WC EPP

Director, BAAS ECET Program

[lhancock@wc.edu](mailto:lhancock@wc.edu)





**Weatherford College Board of Trustees**

**Consent Agenda**

**DATE:** July 10, 2025

**AGENDA ITEM:** # 4.d.

**SUBJECT:** Renewal of Sealed Proposal for Intercollegiate Athletic Insurance #RFP-06-20

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**INFORMATION AND DISCUSSION:** Dissinger Reed, LLC was awarded the sealed proposal for our Intercollegiate Athletic Insurance for 2020-2021 at a cost of \$50,768.00. This proposal has the option to renew the contract with this company for the standard traditional policy and catastrophic athletic injury accident plan for five (5) additional one-year terms.

This fifth and final proposal renewal extends the contract until July 31, 2026 and has an increase for the standard policy to \$73,500 with the catastrophic plan remaining the same at \$10,526.00 for a total premium of \$84,026 for 2025-2026, which is an increase of \$6,000. This is the lowest increase for the past 3 years. The premium is determined by the past 5 years of claims

This renewal is for the same plan and benefits per the original specifications, with the exception of an additional five sports; Golf (men’s and women’s), Tennis (men’s and women’s) and Volleyball. The College’s experience with this plan and provider is they have an excellent ability to negotiate discounts and bills for medical services. Benefits of our claims handler, BMI, include being great to work with and they play a big part in processing our bills.

Funds have been allocated in the current athletic budgets for purchase of this insurance. The standard policy will cover baseball, basketball, golf, softball, tennis and volleyball as well as student managers. The catastrophic plan will cover baseball, basketball, golf, rodeo, softball, tennis and volleyball. After review of the renewal proposal, Roger Fuller, Director of Purchasing, Jeff Lightfoot, Athletic Director and Chris Nelson, Athletic Trainer, recommend award of this proposal renewal not to exceed budget funds as follows:

Dissinger Reed	\$84,026
<b>TOTAL ESTIMATED COST</b>	<b>\$84,026</b>



**RECOMMENDATION:** The Board of Trustees approve the fifth and final renewal of Intercollegiate Athletic Insurance to Dissinger Reed as presented.

**ATTACHMENTS:** Tabulation on Renewal Proposal of Intercollegiate Athletic Insurance for 2025-2026

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Services



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 10, 2025

**AGENDA ITEM # 4.e.**

**SUBJECT:** Renewal of Electrical and Mechanical Service Contract #RFP-11-21

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**INFORMATION AND DISCUSSION:** Weatherford College issued Request for Proposals RFP-11-21 to electrical and mechanical vendors to establish a service agreement/contract for as-needed projects and emergency service for Weatherford College main campus and Weatherford College Wise County campus. This solicitation focused on labor costs, vendor qualifications and experience, as well as ability to service both campuses.

On July 8, 2021, The Board awarded the RFP to the following contractors:

- Electrical – 1) Barker Electric and 2) G&G Electric Service, Inc.,
- Mechanical – 1) Able Mechanical, 2) Environmatic Systems Services, Inc. and 3) Infinity Contractors International LTD

The award was granted for one (1) year with the option for five (5) additional one-year renewals. This request is for the fourth (4<sup>th</sup>) renewal, which will expire on June 30, 2026.

The agreements with Able Mechanical and Infinity Contractors International LTD were not renewed for FY25 as it was determined that better service could be obtained through the use of vendors available via purchasing cooperatives. Barker Electric, G&G Electric Service, Inc. and Environmatic Systems Services will remain on the renewal. The proposed rates will remain the same with all other vendors for the FY26 academic year.

To comply with the state law requirements of Texas Education Code Section 44.031, bids or proposals on all services \$50,000.00 or more must be approved by the Board of Trustees. Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Services and Roger Fuller, Director of Purchasing, are requesting approval of the fourth (4<sup>th</sup>) one-year renewal term of this contract.

**RECOMMENDATION:** The Board of Trustees award renewal #4 of RFP-11-21 for Electrical and Mechanical Services as presented.

**ATTACHMENTS:** RFP-11-21, Renewal 4 of Electrical and Mechanical Service Contract - Tabulation.

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Services

**CONSENT AGENDA ITEM #: 4.e**

**ATTACHMENT:** RFP-11-21, Renewal 4 of Electrical and Mechanical Service Contract - Tabulation

<b>Contracted Service(s)</b>	<b>G&amp;G Electric (WCMC)</b>	<b>Barker Electric (WCWC)</b>	<b>Enviromatic Systems Services (WCWC)</b>
Service & Emergency Response Time (WCWC)	1 hour 30 minutes	20-30 minutes	2-4 hours
Service & Emergency Response Time (WCMC)	25 minutes	N/A	2-4 hours
Work Labor Wage/Hourly Rates:	ST/OT	ST/OT	ST/OT
Master Electrician	\$65/\$97.50	\$125/\$187.50	No Bid
Journeyman Electrician	\$60/\$90	\$125/\$187.51	No Bid
Apprentice Electrician	\$55/\$82.50	\$60/\$90	No Bid
Work Labor Wage/Hourly Rates:	ST/OT	ST/OT	ST/OT
Master Plumber	No Bid	No Bid	\$110/\$165
Journeyman Plumber	No Bid	No Bid	\$110/\$166
Apprentice Plumber	No Bid	No Bid	\$65/\$97.50
Work Labor Wage/Hourly Rates:	ST/OT	ST/OT	ST/OT
HVAC: Level 1 Technician	No Bid	No Bid	\$110/\$165
HVAC: Level 2 Technician	No Bid	No Bid	\$110/\$166
HVAC: Level 3 Technician	No Bid	No Bid	\$65/\$97.50
Service Location: Weatherford, TX	Yes	No	Yes
Service Location: Bridgeport, TX	Yes	Yes	Yes
<b>Trip Charges (Prices include all charges such as service truck, fuel, mileage, travel time, etc.):</b>			
Minimum Trip Charge to Bridgeport	\$250.00	None	N/A (2Hr Min.)
Minimum Trip Charge to Weatherford	\$135.00	N/A	N/A (2Hr Min.)
Warranty on parts used by contractor	1 Year	Manufacture Warranty	1 Year
Warranty on labor provided by contractor	1 Year	1 Year	90 days on repairs, 1 year on equipment



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 10, 2025

**AGENDA ITEM # 4.f.**

**SUBJECT:** Renewal of Commercial Charter Bus Service Contract #RFP-09-22

---

**INFORMATION AND DISCUSSION:** Weatherford College Purchasing Department issued Request for Proposals RFP-09-22 to commercial charter bus service vendors in an effort to establish a service agreement/contract for as-needed charter bus services. This solicitation focused on ability to accommodate transportation services, cost, qualifications, safety and experience, past service, and performance.

On June 9, 2022, the decision was made to award the agreement to Lone Star Coaches, Inc. with the option for four (4) additional one-year renewals. Weatherford College is currently in the third one-year contract renewal period that ends on May 31, 2025.

In September 2023, Lone Star Coaches was acquired by Roadrunner Charters, Inc. New ownership has agreed to renew with Weatherford College for one year only at a rate increase that exceeds the 3% permitted by the original agreement's escalation clause. Exception to this provision requires specific written approval from the Board.

Roadrunner Charters, via Lone Star Coaches, agrees to continue to meet Weatherford College specifications and provide the best value on commercial charter bus services. Purchase of these services are based solely on availability of current funds and actual requirements; services may not be purchased if budgeted funds are not available.

To comply with the state law requirements of Texas Education Code Section 44.031, bids or proposals on all services \$50,000.00 or more must be approved by the Board of Trustees. Jeff Lightfoot, Athletic Director and Roger Fuller, Director of Purchasing are requesting approval of the third one-year renewal period of this contract. The third renewal period will end May 31, 2026.

**RECOMMENDATION:** The Board of Trustees award renewal #3 of RFP-09-22 for FY26 services.

**ATTACHMENTS:** FY26 Revised Vendor Pricing

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Services

<b>ROADRUNNER CHARTERS</b>		
Rates effective 6/01/2025 - 5/31/2026		
<b>CHARTER RATES</b>	<b>40-PAX</b>	<b>56-PAX</b>
Live miles	4.85	5.20
Deadhead miles	3.50	3.50
5 hours*	607.50	697.50
6 hours*	724.50	828.00
7 hours*	841.50	958.50
8 hours*	958.50	1,089.00
9 hours*	1,075.50	1,219.50
10 hours*	1,192.50	1,350.00
11 hours*	1,309.50	1,480.50
12 hours*	1,426.50	1,611.00
Additional hours	117.00 / 58.50	130.50 / 65.25
OTR Day Rates	1,453.50	1,642.50
One-way transfer	615.00	675.00

\*A 5% FSC will be added to each trip until diesel prices fall below \$3.28/gallon.

Wi-fi & 110 outlets provided on each day trip at no charge, or \$25.00 for multi-day trips.

Trips are based on time or mileage; the greater of the two applies.

Local trips are billed per hour of use.

Itineraries are to be provided at least one week prior to departure and must contain contact name and mobile number along with addresses for all locations

Group is responsible for the driver's single-room reservation and payment. Hotels must have coach parking.

Group is responsible for parking fees, tolls, and/or permits required.

Cost for driver changes will depend on distance. Prices start at \$175.00.

Transfers to DFW Airport will add \$10.00 each trip.

PO is required prior to scheduled departure date.



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 10, 2025

**AGENDA ITEM # 4.g.**

**SUBJECT:** Approve Cooperative Purchase for Classroom Renovation for Medical Lab Technician Program - Plumbing

---

**INFORMATION AND DISCUSSION:** A total of one vendor submitted a written quote via the BuyBoard Purchasing Cooperative for plumbing for the requested MedTech Lab Project. The Brandt Companies, LLC offered the submittal of the requested specifications via the BuyBoard Purchasing Cooperative, contract #733-24. After review of the quotation, Andra R. Cantrell, Vice-President of Financial & Administrative Services and Roger Fuller, Director of Purchasing, recommend to the Board of Trustees acceptance of quote as presented.

The Brandt Companies, LLC	Labor	<b>\$56,884.00</b>
	Materials	<b>\$40,673.25</b>
<b>TOTAL COST</b>		<b>\$97,557.25</b>

**RECOMMENDATION:** That the Board of Trustees award plumbing project for Classroom Renovation for Medical Lab Technician Program to vendor as presented.

**ATTACHMENTS:** Quotation; BuyBoard Overview

---

**SUBMITTED BY:** Andra R. Cantrell, Vice-President of Financial & Administrative Services and Roger Fuller, Director of Purchasing

June 17, 2025

For more than 70 years,  
Brandt has worked to design, build and  
service facilities that are energy efficient,  
environmentally sensitive & cost effective.



P-20241203-0003

Lab Piping Project

**BuyBoard 733-24 (Trade Services)**

---

Proposal Presented To:

Jon Stark  
817-458-6842  
Weatherford College  
225 College Park Dr  
Weatherford, Tx 76086

For Work Performed At:

Jon Stark  
817-458-6842  
Weatherford College  
225 College Park Dr  
Weatherford, Tx 76086

---

Prepared By:

*Karl Kirkpatrick*

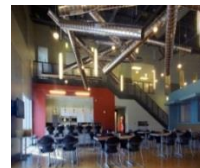
Service Account Manager

Cell: 817-757-9189

Email: [karl.kirkpatrick@brandt.u](mailto:karl.kirkpatrick@brandt.u)

24 Hour Service Dispatch

(817) 626-1693



*Austin • Dallas • Fort Worth • Houston • San Antonio • Waco*



The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

<b>Proposal Date:</b> June 17, 2025	<b>Proposal#:</b> P-20241203-0003
<b>24 Hour Service Dispatch:</b> (817) 626-1693	<b>Reference:</b> Lab Piping Project

BuyBoard 733-24 (Trade Services)

<b>Customer:</b>	<b>Service Site:</b>
<b>Jon Stark</b>  <b>Weatherford College</b> <b>225 College Park Dr</b> <b>Weatherford, Tx 76086</b>	<b>Jon Stark</b>  <b>Weatherford College</b> <b>225 College Park Dr</b> <b>Weatherford, Tx 76086</b>

**Repair work proposals** are for the scope of work as listed below.

**Equipment replacement proposals** are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed, (at the above-referenced service site), in the amount of: \$ 97,557.25 excluding any applicable taxes.

**Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.**

**Brandt Reserves the Opportunity to Update Proposal After 5 Business Days**

**Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957**

*• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco*

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

*Karl Kirkpatrick*  
Service Account Manager  
Cell: 817-757-9189

Email: karl.kirkpatrick@brandt.us

**Customer Acceptance**

---

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

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

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

Company: \_\_\_\_\_

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

Purchase Order Number: \_\_\_\_\_

**The Brandt Companies, LLC**

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

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

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

The Brandt Companies, LLC

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

[www.brandt.us](http://www.brandt.us)

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

<b>Proposal Date:</b> June 17, 2025	<b>Proposal#:</b> P-20241203-0003
<b>24 Hour Service Dispatch:</b> (817) 626-1693	<b>Reference:</b> Lab Piping Project

BuyBoard 733-24 (Trade Services)

**Labor and Materials Required for Installation and Repairs**

<b>Labor</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Billable Total</b>
Labor Journeyman Regular Plumber	429.00	\$125.00	\$53,625.00
Labor Journeyman OT Plumber	8.00	\$188.00	\$1,504.00
Project Management	13.00	\$135.00	\$1,755.00
<b>Labor Total</b>	<b>450.00</b>		<b>\$56,884.00</b>

<b>Items Required for Installation &amp; Repairs</b>	<b>Qty</b>	<b>Billable Each</b>	<b>Billable Extended</b>
Materials & Equipment 4	1	\$17,790.00	\$17,790.00
Materials & Equipment 5	1	\$4,500.00	\$4,500.00
Materials & Equipment 6	1	\$281.25	\$281.25
Sub Material 1	1	\$18,102.00	\$18,102.00
	<b>List Price Total</b>	<b>Discount</b>	<b>Billable Total</b>
<b>Items Required for Installation &amp; Repair</b>	<b>\$54,231.00</b>	<b>25%</b>	<b>\$40,673.25</b>
Freight	0	\$0.00	\$0.00
Permits	0	\$0.00	\$0.00
Bonds	0	\$0.00	\$0.00
Travel	0	\$0.00	\$0.00
<b>Total</b>			<b>\$97,557.25</b>



**The Brandt Companies, LLC**

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

**Proposal Date: June 17, 2025**

**Proposal#:**

**P-20241203-0003**

**24 Hour Service Dispatch: (817) 626-1693**

**Reference:**

**Lab Piping Project**

**BuyBoard 733-24 (Trade Services)**

**Scope of Work:**

- Set hangers in ceiling for water and drain line
- Install water piping and drain piping in ceiling
- Shut water down and tie into existing hot and cold water supply
- Restore water and confirm integrity of connections
- Make tie into existing 3" sanitary drain line
- Once cabinets are set, we will run water and drain to each sink
- Install (5) drain pumps for sink chairs
- Provide and install masonite and plastic to protect finished flooring up to 150'
- Sawcut and remove 60'x2' area of concrete inside
- Hand excavate 60'x2' from 8" to 24" deep
- Cut and remove 4'x4' area of concrete for tunnel access
- Hand excavate 4'x4' up to 4' long tunnel for new plumbing
- Cut and remove 4'x4' area of concrete in hallway for access to repair
- Hand excavate 4'x4' up to 5' deep to expose plumbing
- Backfill affected areas after all plumbing is installed
- Repour concrete and finish smooth after backfill is complete
- Drywall-cut and remove 4'x3' area of drywall to allow access for new vent
- Provide and install 12'x12' access panel
- Patch and paint to match as close as possible
- Perform Final clean up after all work is complete

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_



**The Brandt Companies, LLC**

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

<b>Proposal Date:</b> June 17, 2025	<b>Proposal#:</b> P-20241203-0003
<b>24 Hour Service Dispatch:</b> (817) 626-1693	<b>Reference:</b> Lab Piping Project

**BuyBoard 733-24 (Trade Services)**

**Exclusions:**

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Work after normal business hours.
- Not responsible for unlocated utilities.
- Engineering of system
- Integrity of existing piping/isolation valves
- Tile work of any kind

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

**Proposal Date:** June 17, 2025

**Proposal#:**

**P-20241203-0003**

**24 Hour Service Dispatch:** (817) 626-1693

**Reference:**

**Lab Piping Project**

**BuyBoard 733-24 (Trade Services)**

**Brandt's Service Proposal #** P-20241203-0003  **("Proposal") is conditioned upon the following terms and conditions, which**

**are incorporated by reference and, together with the Proposal, form the Contract between the parties:**

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
  - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
  - (B) General Liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$2M each occurrence; \$2M personal/advertising injury; \$4M General and Products/Completed Operations Aggregate; \$10,000 Medical Payments (any one person) with a \$10M Umbrella excess primary policies). The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
  - (a.) Maintenance or repair of Equipment cabinets;
  - (b.) Ductwork and air distribution devices;
  - (c.) Water supply or drain beyond the Equipment;
  - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
  - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
  - (f.) Moving or relocation of the subject equipment;
  - (g.) Repairs due to freezing;
  - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
  - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
  - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
  - (k.) Water treatment; and
  - (l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

**Proposal Date:** June 17, 2025

**Proposal#:**

**P-20241203-0003**

**24 Hour Service Dispatch:** (817) 626-1693

**Reference:**

**Lab Piping Project**

**BuyBoard 733-24 (Trade Services)**

- 8 **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 **Limitation of Damages for Breach of Contract.** The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 **Indemnity.** To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 **Hazardous Materials.** If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 **Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 **Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 **Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_



**DATE:** July 10, 2025

**AGENDA ITEM # 5**

**SUBJECT:** Consideration and Possible Action: Proposal on Sale of 45.682 Acres of Vacant Land in Weatherford, Texas #RFP-08-25

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**INFORMATION AND DISCUSSION:** An RFP was issued and advertised to accept proposals for the sale of 45.682 acres of vacant land on West BB Fielder Road in Weatherford, Texas, with proposals due by June 17, 2025. The following proposal was received for the College's consideration:

<b>Description</b>	<b>Woodmont Company</b>
45.682 acres of vacant land on West BB Fielder Rd	No Proposal
40.619 acres of vacant land on West BB Fielder Rd	No Proposal
5.063 acres of vacant land on West BB Fielder Rd	\$1,400,000

After careful review of the proposals received, administration is recommending that the Board reject the proposal received by Woodmont Company in the amount of \$1,400,000 for the purchase of the 5.063 acres of vacant land on West BB Fielder Road. The amount offered is lower than the appraised value of the property that was determined approximately two years ago, in May of 2023.

**RECOMMENDATION:** That the Board of Trustees rejects the proposal of \$1,400,000.00 submitted by Woodmont Company for 5.063 acres of vacant land on West BB Fielder Road.

**ATTACHMENTS:** None.

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Services



## Weatherford College Board of Trustees

**DATE:** July 10, 2025

**AGENDA ITEM #6**

**SUBJECT:** Consideration and Possible Action: Order Authorizing the Issuance of the Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2025; Appointing a Pricing Officer and Delegating to the Pricing Officer the Authority to Approve on Behalf of the Issuer the Sale and Delivery of the Bonds; Establishing Certain Parameters for the Approval of Such Matters by the Pricing Officer; Approving the Form of a Paying Agent/Registrar Agreement; and Other Related Matters

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**INFORMATION AND DISCUSSION:** On September 13, 2012, the Board created a revenue financing system whereby Weatherford College issued its first series of Consolidated Fund Revenue Bonds. Pursuant to such order, the Board reserved the right to issue additional bonds and/or credit facilities to secure future issuances of Consolidated Fund Revenue Bonds.

The Order presented to the Board authorizes the issuance of the Series 2025 Consolidated Fund Revenue Bonds as additional obligations under the revenue financing system. The Series 2025 Consolidated Fund Revenue Bonds will be on parity with any outstanding Consolidated Fund Revenue Bonds (the Series 2012, Series 2021 and Series 2022 Consolidated Fund Revenue Bonds (collectively, the "Outstanding Parity Obligations")).

The Series 2025 Consolidated Fund Revenue Bonds will be secured by certain tuition and fee revenue of Weatherford College and will also be secured by a debt service reserve fund for the benefit of the owners of the Series 2025 Consolidated Fund Revenue Bonds which will be purchased with bond proceeds from Assured Guaranty Municipal Corp. Additionally, Weatherford College anticipates purchasing a municipal bond insurance policy with bond proceeds which will guaranty the principal of and interest on the Series 2025 Consolidated Fund Revenue Bonds as described in the Order and Exhibits therein. The municipal bond insurance policy will also be issued by Assured Guaranty Municipal Corp.

The Order delegates certain approvals to the President and Executive Vice President for Financial & Administrative Affairs (each pricing officers) to effectuate the sale of the Series 2025 Consolidated Fund Revenue Bonds. The adoption of the Order will authorize the pricing officers to execute, on behalf of Weatherford College, a bond purchase contract, paying agent registrar agreement and a pricing certificate that incorporates certain pricing parameters of the Series 2025 Consolidated Fund Revenue Bonds as approved by the Board in the Order.



The Order also amends the security for the Outstanding Parity Obligations to include the definition of Pledged Revenues in the Order for the Series 2025 Consolidated Fund Revenue Bonds, which will include the new Student Center Fee adopted to be pledged to the Series 2025 Consolidated Fund Revenue Bonds.

**RECOMMENDATION:** That the Board of Trustees approve the Order authorizing the issuance of the Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2025 and appoint the President and the Executive Vice President for Financial & Administrative Affairs of Weatherford College each as pricing officers to effectuate the sale of the Series 2025 Consolidated Fund Revenue Bonds.

**ATTACHMENTS:** Order Authorizing Issuance of the Series 2025 Consolidated Fund Revenue Bonds including Exhibits referenced therein.

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Affairs

**ORDER AUTHORIZING THE ISSUANCE OF PARKER COUNTY  
JUNIOR COLLEGE DISTRICT CONSOLIDATED FUND REVENUE  
BONDS, SERIES 2025; APPOINTING A PRICING OFFICER AND  
DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO  
APPROVE ON BEHALF OF THE ISSUER THE SALE AND DELIVERY  
OF THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE  
APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER;  
APPROVING THE FORM OF A PAYING AGENT/REGISTRAR  
AGREEMENT; AND OTHER RELATED MATTERS**

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EXHIBIT F – PRICING CERTIFICATE

**ORDER AUTHORIZING THE ISSUANCE OF PARKER COUNTY JUNIOR COLLEGE DISTRICT CONSOLIDATED FUND REVENUE BONDS, SERIES 2025; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE ISSUER THE SALE AND DELIVERY OF THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; APPROVING THE FORM OF A PAYING AGENT/REGISTRAR AGREEMENT; AND OTHER RELATED MATTERS**

**WHEREAS**, the Board of Trustees (the "Board") of Parker County Junior College District (the "Issuer"), in connection with the issuance of its Consolidated Fund Revenue Bonds, Series 2025 (the "Bonds"), has previously established a "Financing System" (hereinafter defined) for the issuance of obligations secured by a first lien on and pledge of the Pledged Revenues (hereinafter defined) of the Issuer; and

**WHEREAS**, the Board has determined that it is advisable and in the best interests of the Issuer to issue the Bonds in accordance with the provisions of Chapter 130, Texas Education Code, as amended, specifically Sections 130.123 and 130.125 thereof and Chapter 1371, Texas Government Code, as amended (the "Acts"), for the purposes described herein; and

**WHEREAS**, the Bonds herein authorized to be issued are being issued as Parity Obligations (hereinafter defined) on a parity with respect to the pledge of the Pledged Revenues with the Issuer's Consolidated Fund Revenue Bonds, Series 2012, Consolidated Fund Revenue Bonds, Series 2021 and Consolidated Fund Revenue Bonds, Series 2022 (collectively, the "Outstanding Parity Obligations"); and

**WHEREAS**, the Board has determined that with the issuance of the Bonds it will have sufficient funds to meet the financial obligations of the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements (as defined below) of the Financing System and to meet all financial obligations of the Board relating to the Financing System; and

**WHEREAS**, the information and terms included in the Pricing Certificate are incorporated herein and made a part hereof for all purposes; and

**WHEREAS**, the capitalized terms used in this Order and not otherwise defined shall have the meaning given in "Exhibit A" to this Order attached hereto and made a part hereof.

**NOW THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF PARKER COUNTY JUNIOR COLLEGE DISTRICT THAT:**

**Section 1. CONFIRMATION OF THE REVENUE FINANCING SYSTEM AND ISSUANCE OF PARITY OBLIGATIONS.** (a) In accordance with the Series 2012 Order, Series 2021 Order and Series 2022 Order, the Board has established and reconfirmed the Parker

County Junior College District Revenue Financing System (the "Financing System"), for the purpose of providing a financing structure for revenue supported indebtedness to provide funds to acquire, purchase, construct, improve, renovate, enlarge, equip, operate, and/or maintain any property, buildings, structures, activities, operations, of any nature, for and on behalf of the junior colleges owned and operated by the Issuer, under authority of the pertinent provisions of the Texas Education Code, including specifically, but not by way of limitation, the Acts. To that end, the Board, through the adoption of the Series 2012 Order, Series 2021 Order and Series 2022 Order, has established, and this Order confirms such establishment, a master program under which revenue supported indebtedness payable from Pledged Revenues can be incurred. Each series of obligations issued under the Financing System as Parity Obligations shall be designated as "Consolidated Fund Revenue Bonds Series" obligations. The Series 2012 Bonds, Series 2021 Bonds and Series 2022 Bonds represent the Outstanding Parity Obligations that have been issued pursuant to Financing System.

(b) The Bonds of the Issuer are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for the purpose of acquiring, purchasing, constructing, improving, enlarging and equipping certain property, buildings, structures, activities, operations and facilities for and on behalf of the Issuer, including a student center and any adjoining or supporting facilities for the student center (the "Project") and funding a debt service reserve fund for the Bonds. Proceeds of the Bonds shall also be used to pay the costs of issuing the Bonds.

**Section 2. PURPOSE AND DESIGNATION OF THE BONDS.** Each Bond issued pursuant to this Order for purpose described in Section 1(b) above shall be designated "PARKER COUNTY JUNIOR COLLEGE DISTRICT CONSOLIDATED FUND REVENUE BONDS, SERIES 2025," payable to the respective Registered Owners thereof, or to the registered assignee or assignees of said bonds or any portion or portion thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denomination and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

**Section 3. DELEGATION TO PRICING OFFICER.** (a) As authorized by the Acts, the President of the Issuer or the Executive Vice President of Financial & Administrative Affairs of the Issuer (each hereinafter referred to as the "Pricing Officer"), shall have full and complete authority to act on behalf of the Issuer for the purposes of this Order and is specifically authorized to act on behalf of the Issuer in selling and delivering the Bonds. In addition to such other delegations set forth herein, the Pricing Officer is hereby authorized to, and charged with responsibility for (i) carrying out other procedures and entering into other documents and agreements specified in this Order, including the Paying Agent/Registrar Agreement, the Bond Purchase Contract (the Pricing Officer shall name the Purchaser in the Pricing Certificate), (ii) determining whether the Bonds will be sold via a negotiated sale or by private placement or competitive sale, (iii) determining and fixing of the date of the Bonds, (iv) determining any additional or different designation or title by which the Bonds shall be known, (v) determining the principal amount of the Bonds to be issued, provided that the Bonds shall be in the aggregate

principal amount not exceeding the maximum amount set forth below in this Section, (vi) determining the interest on the bonds, (vii) determining the price to be paid for the Bonds, provided that the price shall be not less than 95% of the initial aggregate principal amount thereof plus accrued interest thereon, if any, (viii) determining the rate or rates of interest to be borne by the Bonds (whether fixed, adjustable, determined in accordance with an index, or otherwise, (ix) determining the amount of each maturity of principal of the Bonds, (x) determining the due date of each such maturity, (xi) determining the interest payment dates and periods, (xii) determining the dates, price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to due date or maturity at the option of the Issuer and/or any mandatory sinking fund redemption provisions, (xiii) oversee, as applicable, the preparation of a preliminary and final official statement and to approve and deem final such official statement in compliance with the United States Securities and Exchange Commission (the "SEC") Rule 15c2-12 (the "Rule") and to provide for and authorize the delivery to the Purchaser (as defined in the Pricing Certificate) of such materials in compliance with such Rule, and (xiv) determining and effectuating any other matters relating to the issuance, sale and delivery of the Bonds. The Pricing Officer is further authorized, for and on behalf of the Issuer, to approve any official statement, and any supplements thereto relating to the Bonds. In addition to the parameters set forth in clauses (iii), (v) and (vi) above, in carrying out the delegations made herein, the Pricing Officer may not:

(A) authorize an aggregate original principal amount of the Bonds that exceeds \$110,000,000;

(B) authorize Bonds with a maturity date that exceeds more than 30 years from their date of issue;

(C) authorize Bonds with a true interest cost greater than 5.75%.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to one hundred eighty (180) days from the date of this Order. The Bonds shall be sold at such price, with and subject to such terms as set forth in the Pricing Certificate.

**Section 4. INTEREST.** The Bonds shall bear interest, calculated on the basis of a 360-day year of twelve 30-day months, from the Delivery Date specified in the FORM OF BONDS set forth in this Order, at the rate specified in the FORM OF BONDS, and said interest shall be payable in the manner provided and on the dates stated in the FORM OF BONDS.

**Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION.**

(a) ***Paying Agent/Registrar.*** The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is hereby appointed the Paying Agent/Registrar for the Bonds. The Pricing Officer may execute a Paying Agent/Registrar Agreement on behalf of the Issuer, which agreement shall

be substantially in the form attached hereto as "Exhibit C," with such modifications as may be approved by the Pricing Officer.

(b) **Registration Books.** The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar in Austin, Texas (the "Designated Trust Office") books or records for the registration of the transfer, exchange, and replacement of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(c) **Ownership of Bonds.** The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Order, whether or not such Bond shall be overdue, and, to the extent permitted by law, the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) **Payment of Bonds and Interest.** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Order. The Paying Agent/ Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds.

(e) **Authentication.** The Bonds initially issued and delivered pursuant to this Order shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BONDS.

(f) **Transfer, Exchange, or Replacement.** Each Bond issued and delivered pursuant to this Order, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together

with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BONDS set forth in "Exhibit B" to this Order, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Order shall constitute one of the Bonds for all purposes of this Order, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Order there shall be printed the Authentication Certificate. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in subsection (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Issuer or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be in typed or printed form. Pursuant to Chapter 1206, Texas Government Code, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that were originally issued pursuant to this Order. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the

extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 45 days written notice to the Paying Agent/Registrar, to be effective not later than 35 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(h) ***DTC Registration.*** Unless otherwise determined by the Pricing Officer in the Pricing Certificate, the Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Bonds. DTC has represented that it is a limited purpose trust company incorporated under the law of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the Issuer accepts, but in no way verifies, such representations. Unless otherwise determined by the Pricing Officer in the Pricing Certificate, immediately upon initial delivery of the Bonds that are payable to the initial purchasers, the Paying Agent/Registrar shall cancel such Bonds, and substitute Bonds shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. So long as each Bond is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system that will identify ownership of the Bonds in Authorized Denominations, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Bonds initially deposited with DTC shall be immobilized and not be further exchanged for substitute Bonds except as hereinafter provided. The Issuer is not responsible or liable for any function of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining,

supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Bonds. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Bonds, and the method of paying the fees and charges of DTC. The Issuer does not represent, nor does it in any respect covenant that the initial book-entry system establishment with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Order, substitute Bonds will be duly delivered as provided in this Order, and there will be no assurance or representation that any book-entry system will be maintained for such Bonds. To effect the establishment of the foregoing book-entry system, the Chair (or in his absence, the Vice Chair) of the Board is hereby authorized to execute a "DTC Letter of Representation" in the form provided by DTC to evidence the Issuer's intent to establish said book-entry system.

**Section 6. FORM OF BONDS.** The form of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as set forth in "Exhibit B," with such appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with the information set forth in the Pricing Certificate. The form of Bonds shall be completed with information set forth in the Pricing Certificate and shall be attached to the Pricing Certificate as an exhibit thereto.

**Section 7. PLEDGE.** (a) *Pledge.* The Bonds are Parity Obligations in accordance with the Financing System and are secured on a parity with the pledge of the Pledged Revenues made in the Series 2012 Order, Series 2021 Order and Series 2022 Order for the benefit of the Series 2012 Bonds, Series 2021 Bonds and Series 2022 Bonds, respectively, and the Board hereby assigns and pledges the Pledged Revenues to the payment of the principal of, premium, if any, and interest on the Bonds, and the Pledged Revenues are further pledged to the establishment and maintenance of any funds that may be provided to secure the repayment of Parity Obligations in accordance with Series 2012 Order, Series 2021 Order, Series 2022 Order and this Order. In addition, the Board may additionally secure Parity Obligations with one or more Credit Agreements, subject to satisfying any condition contained in the Acts relating to the Issuer executing and delivering Credit Agreements. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

(b) *Restriction on Issuance of Additional Debt on a Prior Lien Basis.* While any Parity Obligations are Outstanding, no additional bonds, notes, or other obligations may be issued or incurred by the Board that are secured by a pledge of or lien on the Pledged Revenues that is senior in right to the lien that secures the Parity Obligations.

(c) *Restriction on Use of Credit Agreements in Connection with the Bonds.* In connection with funding the Required Reserve Amount for the Bonds, the Board will provide a Credit Facility in the form of a surety bond, as further described in Section 10(h). Notwithstanding

any other provision of this Order, if State law permits the Issuer to enter into a Credit Agreement or a Credit Facility for the Bonds after the Issuance Date, the Board must specifically approve any such Credit Agreement or Credit Facility and any such Credit Agreement or Credit Facility must be submitted to the Attorney General of Texas (if submission is then required by law) for approval.

**Section 8. REVENUE FUND.** The Board hereby confirms the creation and establishment on its books of a separate account known as the "Parker County Junior College District Parity Obligations Revenue Fund" (herein called the "Revenue Fund"), which Fund has been created pursuant to the Series 2012 Order. The Revenue Fund has been created for the benefit of the Parity Obligations. Pledged Revenues on deposit in the Revenue Fund shall be used to fund transfers to the funds and accounts established for the benefit of the holders of Parity Obligations.

**Section 9. DEBT SERVICE FUND.** For the sole purpose of paying the principal amount of, premium, if any, and interest on, and other payments (including, without limitation, payments to be made under or in respect to a Credit Agreement) incurred in connection with Parity Obligations, the Board hereby confirms creation and establishment on its books, and accounted for separate and apart from all other funds of the Issuer, a separate fund designated as the Debt Service Fund, which Fund has been created pursuant to the Series 2012 Order. Moneys in the Debt Service Fund shall be deposited and maintained in an official depository bank of the Issuer.

**Section 10. DEBT SERVICE RESERVE FUNDS; SERIES 2025 RESERVE FUND; BOND INSURANCE.** (a) In accordance with the Series 2012 Order, Series 2021 Order, Series 2022 Order and this Order, the Issuer has reserved the right, and may, create and establish a debt service reserve fund (each, a "Reserve Fund") pursuant to the provisions of any order authorizing the issuance of Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited or credited to said debt service reserve funds shall no longer constitute Pledged Revenues and shall be held solely for the benefit of the owners of the particular Parity Obligations for which such debt service reserve fund was established. Each Reserve Fund shall receive a pro rata amount of the Pledged Revenues after the requirements of the Debt Service Fund, which secures all Parity Obligations, have first been met. Each such debt service reserve fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such debt service reserve fund from the debt service reserve funds created for the benefit of other Parity Obligations.

(b) For the benefit of the Bonds, there is hereby created and ordered held at depository bank of the Issuer a fund designated the "Parker County Junior College District Revenue and Improvement Bonds, Series 2025 Reserve Fund" (the "Series 2025 Reserve Fund"). From proceeds of the Bonds, the Issuer shall deposit the amount specified in the definition of "Series 2025 Required Reserve Fund Amount" to the Series 2025 Reserve Fund concurrently with the initial delivery of the Bonds. In addition, the Issuer shall deposit a pro rata amount of the Pledged Revenues to the Series 2025 Reserve Fund, from time to time if required by the terms hereof to replenish or maintain the Series 2025 Required Reserve Fund Amount in the Series 2025 Reserve Fund. The amounts on deposit in the Series 2025 Reserve Fund shall secure only the Bonds.

(c) Amounts on deposit in the Series 2025 Reserve Fund may applied only for purposes of (i) paying the principal of, premium, if any, and interest on the Bonds when and if amounts on deposit in the Debt Service Fund and available to pay such amounts as the same shall become due are insufficient and (ii) in addition, may be used to the extent not required to maintain the Series 2025 Required Reserve Fund Amount, to pay, or provide for the payment of, the final principal amount of the Bonds so that they are no longer deemed to be "Outstanding" as such term is defined herein. The Issuer shall maintain an amount equal to the Series 2025 Required Reserve Fund Amount at all times in or held for the benefit of the Series 2025 Reserve Fund. The Series 2025 Reserve Fund shall be maintained with the Pledged Revenues in accordance with Section 10(b) hereof. Subject to subsection (f) of this Section, the Issuer may at any time substitute a qualifying Credit Facility for all or part of the cash or other Credit Facility on deposit in, or held for the benefit of, the Series 2025 Reserve Fund.

(d) During such times as the Series 2025 Reserve Fund contains the Series 2025 Required Reserve Fund Amount, the Issuer may, at its option, withdraw any amount in the Series 2025 Reserve Fund in excess of the Series 2025 Required Reserve Fund Amount and, to the extent it represents proceeds from the sale of the Bonds, deposit such surplus in the Debt Service Fund, and, to the extent any such excess is from a source other than proceeds of the Bonds, in the Debt Service Fund or the Revenue Fund. When and so long as the cash and investment in the Series 2025 Reserve Fund and/or coverage afforded by a Credit Facility or insurance policy held for the account of the Series 2025 Reserve Fund total not less than the Series 2025 Required Reserve Fund Amount, no deposits need be made to the credit of the Series 2025 Reserve Fund; but, if and when the Series 2025 Reserve Fund at any time contains money, securities or a Credit Facility having a value that is less than the Series 2025 Required Reserve Fund Amount, the Issuer covenants and agrees to cause monthly deposits to be made to the Series 2025 Reserve Fund on or before the 1st day of each month (beginning the month next following the month the deficiency in the Series 2025 Reserve Fund occurred by reason of a draw on the Series 2025 Reserve Fund or the Credit Facility, if any, which funds all or part of the Series 2025 Reserve Fund, or as a result of a reduction in the market value of investments held for the account of the Series 2025 Reserve Fund), from Pledged Revenues in an amount specified in Section 10(b) hereof until the total Series 2025 Required Reserve Fund Amount then required to be maintained in the Series 2025 Reserve Fund has been fully restored.

(e) The Issuer further covenants and agrees that, subject only to the provisions of Section 12 hereof, the Pledged Revenues shall be applied and appropriated and used to maintain the Series 2025 Required Reserve Fund Amount and to cure any deficiency in such amounts as required by the terms of this Order.

(f) Notwithstanding any other provision of this Order, if a Credit Agreement or a Credit Facility is utilized in connection with the Bonds after the Issuance Date of the Bonds, the Board must specifically approve any such Credit Agreement or Credit Facility and any such Credit Agreement or Credit Facility must be submitted to the Attorney General of Texas (if submission is then required by law) for approval.

(g) In the event that the Issuer deposits a Credit Facility to the Series 2025 Reserve Fund and there is a draw upon the Credit Facility, the Issuer shall reimburse the issuer of such Credit Facility for such draw, in accordance with the terms of the Credit Facility and any agreement pursuant to which the Credit Facility is used, from Pledged Revenues, however, such reimbursement from Pledged Revenues shall be subject to the provisions of Section 10(d) and 12 hereof.

(h) In connection with the issuance of the Bonds, the Board has determined to fund the Series 2025 Reserve Fund by acquiring a Credit Facility in the form of a debt service reserve insurance policy from Assured Guaranty Municipal Corp. ("AGM") in the amount described in the Pricing Certificate. Therefore, the debt service reserve insurance policy from AGM with respect to the Bonds (the "Series 2025 Reserve Policy") shall constitute a Credit Facility in the Series 2025 Reserve Fund created for the Bonds. AGM is currently rated by S&P Global Ratings as ["AA"] which is within the three highest generic rating categories. The terms and provisions of the municipal bond debt service reserve insurance commitment are hereby approved and attached hereto as "Exhibit D" and the requirements set forth therein relating to the Series 2025 Reserve Policy and in respect to this Order shall govern, notwithstanding anything in this Order to the contrary. The Chair or the Vice Chair of the Board are authorized to sign the municipal bond debt service reserve insurance commitment and any other related insurance documents. The municipal bond debt service reserve insurance commitment and the obligations thereunder constitute an agreement authorized by Section 130.125 of the Education Code, as amended, and the Pledged Revenues shall secure payment of the obligations thereunder. The Designated Financial Officer has determined that there are sufficient Pledged Revenues to satisfy the rate covenant set forth in Section 15(c) of the Series 2012 Order, Series 2021 Order and Series 2022 Order, respectively, after giving effect to the Series 2025 Reserve Policy and treatment of the municipal bond debt service reserve insurance commitment and the obligations thereunder as a Parity Obligation.

(i) In connection with the issuance of the Bonds, the Board has determined that it is financially desirable and advantageous to acquire a Credit Facility in the form of a municipal bond insurance policy from AGM for the benefit of the Bonds (the "Insurance Policy"). Therefore, the Bonds shall be insured by AGM, pursuant to the Insurance Policy. The terms and provisions of the municipal bond insurance commitment are hereby approved and attached hereto as "Exhibit E" and the requirements set forth therein relating to the Insurance Policy and in respect to this Order shall govern, notwithstanding anything in this Order to the contrary. The Chair or Vice Chair of the Board is authorized to sign the municipal bond insurance commitment and any other related insurance documents.

(j) The Bonds will not be secured by the Series 2012 Debt Service Reserve Fund, the Series 2021 Debt Service Reserve Fund or the Series 2022 Debt Service Reserve Fund.

**Section 11. CONSTRUCTION FUND.** (a) The Board hereby confirms the creation and establishment on its books of a separate fund, which is designated as the Construction Fund and which has been created in accordance with the Series 2012 Order, such fund to be held at a depository of the Issuer.

(b) All proceeds of the Bonds (other than accrued interest which shall be deposited to the Debt Service Fund) shall be deposited into the Construction Fund and a separate account shall be established therein for the purpose of segregating the proceeds of the series of which the Bonds are issued, and ensuring the use of such proceeds by the Issuer for the payment of expenses of the Project for which each series is issued, and for payment by the Issuer of the costs incurred in connection with the purposes for which the respective series of Parity Obligations are issued, including any costs for engineering, financing, financial consultation, administrative, auditing, legal expenses and issuance of the Bonds.

(c) Any surplus proceeds, including the investment earnings derived from the investment of monies on deposit in the Construction Fund, remaining on deposit in the Construction Fund after completing the expenditure of funds for the purposes described in Section 2 of this Order, shall be transferred to the Debt Service Fund; provided, however, that any interest earnings on monies on deposit in the Construction Fund that are required to be rebated to the United States of America pursuant to Section 21 hereof in order to prevent the Bonds from being arbitrage bonds shall be transferred to the "Rebate Fund" hereinafter established and shall not be considered as interest earnings for purposes of this subsection.

(d) The moneys held in the Construction Fund shall be held by the Paying Agent/Registrar and disbursed from time to time to the Issuer upon request of the Designated Financial Officer, with such request to be in such form as shall be approved by the Paying Agent/Registrar.

**Section 12. FLOW OF FUNDS.** (a) All Pledged Revenues deposited and credited to the Revenue Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

FIRST: to the payment of the amounts required to be deposited and credited to the Debt Service Fund created and established for the Bonds and any additional Parity Obligations issued by the Issuer as the same become due and payable, as follows:

(1) such amounts, deposited in approximately equal monthly installments, commencing during the month in which the Bonds are delivered, or the month thereafter if delivery is made after the 15th day thereof, as will be sufficient, together with other amounts, if any, in the Debt Service Fund available for such purpose, to pay the interest scheduled to come due on the Bonds on the next succeeding interest payment date; and

(2) such amounts, deposited in approximately equal monthly installments, commencing during the month that shall be the later to occur of, (i) the twelfth month before the first maturity date of the Bonds, or (ii) the month in which the Bonds are delivered, or the month thereafter if delivery is made after the 15th day thereof, as will be sufficient, together with other amounts, if any, in the Debt Service Fund available for such purpose, to pay the principal scheduled to mature on the Bonds on the next succeeding principal payment date.

The foregoing notwithstanding, if at any time the Parity Obligations of the Issuer are payable solely on a semi-annual basis, deposits to the Debt Service Fund may be made on a semiannual basis on or before each [March 15 and September 15, commencing on the March 15 or September 15] immediately following the date of delivery of any such Parity Obligations, which shall be sufficient, together with any other money then available in the Debt Service Fund for such purpose, to pay the principal of and interest on the Parity Obligations scheduled to come due on such interest or principal payment date. Promptly after the delivery of the Bonds, the Issuer shall cause to be deposited to the credit of the Debt Service Fund any accrued interest received from the sale and delivery of the Bonds.

SECOND: pro rata to the payment of the amounts required to be deposited and credited (i) to the Series 2025 Reserve Fund established in accordance with the provisions of this Order to maintain the Series 2025 Required Reserve Fund Amount therein, including amounts owed with respect to any Reserve Fund Obligation (including the Series 2025 Reserve Policy) to restore the Series 2025 Required Reserve Fund Amount with respect to such reserve funds and (ii) to each other reserve fund created and established to maintain a reserve in accordance with the provisions of any order authorizing other Parity Obligations, including amounts owed with respect to any surety bond or insurance policy or similar instrument deposited in a debt service reserve fund established by any such order to restore the amount required to be on deposit therein with respect to such debt service reserve funds.

THIRD: to the payment of the amounts required to be deposited and credited to any debt service fund or debt service reserve fund created and established for the payment of any Subordinated Debt issued by the Issuer as the same become due and payable.

(b) Any Pledged Revenues remaining in the Revenue Fund after satisfying the foregoing payments or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Issuer purpose now or hereafter permitted by law.

(c) With respect to the deposits to the Series 2025 Reserve Fund established hereby for the benefit of the Bonds, the Issuer shall fund the Series 2025 Required Reserve Fund Amount with the Series 2025 Reserve Policy. When and so long as the Reserve Fund Obligations in the Series 2025 Reserve Fund are not less than the Series 2025 Required Reserve Fund Amount, no deposits need be made to the credit of the Series 2025 Reserve Fund. When and if the Series 2025 Reserve Fund at any time contains less than the Series 2025 Required Reserve Fund Amount due to any cause or condition, then, subject and subordinate to making the required deposits to the credit of the Debt Service Fund for the benefit of all outstanding Parity Obligations, commencing with the month during which such deficiency occurs, such deficiency shall be made up from the next available Pledged Revenues (with the Series 2025 Reserve Fund receiving a pro rata amount based on the total amount of debt service reserve funds that are being funded in any month) or from any other sources available for such purpose, in monthly installments of not less than 1/12 of the Series 2025 Required Reserve Fund Amount. Reimbursements to AGM shall constitute the making up of a deficiency to the extent that such reimbursements result in the reinstatement, in whole or in part, as the case may be, of the amount of the Series 2025 Reserve Policy.

**Section 13. PAYMENTS.** On or before the first scheduled interest payment date, and on or before each interest payment date and principal payment date thereafter while any of Parity Obligations are outstanding and unpaid, the Issuer shall make available to the Paying Agent/Registrar, out of the Debt Service Fund (and any Reserve Fund, if necessary and available) monies sufficient to pay such interest on and such principal amount of the Parity Obligations, as shall become due on such dates, respectively, at maturity or by redemption prior to maturity. The Paying Agent/Registrar shall destroy all paid Parity Obligations and, upon request from the Issuer, furnish the Issuer with an appropriate certificate of cancellation or destruction.

**Section 14. INVESTMENTS.** Money in any Fund or Account established or reaffirmed pursuant to this Order may, at the option of the Issuer, be placed or invested in Eligible Investments consistent with the provisions of Section 16(h) of this Order. The value of any such Fund or Account shall be established by adding any money therein to the Value of Investment Securities. The value of each such Fund or Account shall be established no less frequently than annually during the last month of each Fiscal Year. Earnings derived from the investment of moneys on deposit in the various Funds and Accounts shall be credited to the Fund or Account from which moneys used to acquire such investment shall have come. The Value of Investment Securities in any Reserve Fund, in addition to the annual determination described above, shall be established at the time or times withdrawals are made therefrom. Investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

**Section 15. STANDARDS OF OPERATION, RATE COVENANTS, PAYMENT OF MAINTENANCE COSTS.**

(a) The Board covenants and agrees that, while any of the Bonds are outstanding and unpaid, the Issuer will continue its existence as a lawfully created junior college district of the State of Texas.

(b) The Board covenants and agrees that the Issuer will maintain all of the facilities of the College in good and reasonable condition, working order, and state of repair for so long as any Bonds shall be outstanding and unpaid.

(c) The Board covenants, warrants, represents and agrees that, by appropriate official action of the Board, it will, from time to time, impose, fix and adjust such fees, rates and charges imposed upon students at and participating in, and upon other users of, the College, its facilities and programs, to the fullest extent permitted by the Acts or other applicable law, including, specifically, adjustments, if necessary, in the rate and Building Use Fee, the amounts constituting the Pledged Tuition Fees, the Lab Fee and the Other Fees (each if and to the extent permitted by law), and the charges for the use of the components of the Auxiliary Enterprise Fund System, at such levels as will produce, during each Fiscal Year of the Issuer, Pledged Revenues in an aggregate amount that is not less than 1.20 times the maximum Annual Debt Service Requirements of the outstanding Parity Obligations in the Fiscal Year in which such aggregate requirements are the greatest; provided that in the event that such coverage requirement is not sufficient in any Fiscal Year to meet current debt service requirements and to pay all obligations of the Issuer with respect to any Credit Facility that has been obtained for the benefit of any Reserve Fund, the Issuer

shall, in addition, impose, fix and adjust such fees, rates and charges sufficient to meet its obligations with respect to such Credit Facility.

(d) To the extent that (i) the Pledged Revenues that remain after providing for the payment of the current debt service on the Parity Obligations that are outstanding from time to time, and (ii) such other funds, resources, and moneys that are available to the Issuer from time to time that do not constitute a part of Pledged Revenues, are not sufficient to operate and maintain the Issuer and the College to the standards required by subsections (a) and (b) of this Section, the Board, by appropriate official action, will cause the Issuer to levy for each year while any of the Bonds are outstanding and unpaid, an ad valorem maintenance tax, within the limits heretofore voted, or within such higher limits as may be hereafter established by a vote of the resident qualified voters of the Issuer in accordance with applicable law, at such rate or rates as will permit the maintenance and operation of the facilities of the Issuer that are located within the Issuer's taxing district, to the level and standards required by said subsections, with full allowance being made for delinquencies and costs of collection.

**Section 16. GENERAL COVENANTS.** The Board further represents, covenants, and agrees that while any Parity Obligations or interest thereon is outstanding:

(a) ***Payment of Parity Obligations.*** On or before each payment date for Parity Obligations, the Issuer shall make available to the Paying Agent for such Parity Obligations or to such other party as required by this Order, money sufficient to pay the interest on, principal of, and premium, if any, on the Parity Obligations as will accrue or otherwise come due or mature, or be subject to mandatory redemption prior to maturity, on such date and the fees and expenses related to the Parity Obligations, including the fees and expenses of the Paying Agent and any Registrar, trustee, remarketing agent, tender agent, or Credit Provider.

(b) ***Performance.*** It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order, in the order authorizing any other issue of Parity Obligations and in each and every Parity Obligation or evidence thereof. The Issuer will diligently pursue completion of the construction projects funded with the proceeds of the Bonds.

(c) ***Redemption.*** It will duly cause to be called for redemption prior to maturity, and will cause to be redeemed prior to maturity, all Parity Obligations that by their terms are mandatorily required to be redeemed prior to maturity, when and as so required.

(d) ***Lawful Title.*** The Issuer lawfully owns, has title to, or is lawfully possessed of the lands, buildings, and facilities now constituting the Issuer, and the Board will defend said title and title to any lands, buildings, and facilities that may hereafter become part of the Financing System, for the benefit of the owners of Parity Obligations against the claims and demands of all persons whomsoever.

(e) ***Lawful Authority.*** It is lawfully qualified to operate the Financing System and all services afforded by the same, and further to pledge the Pledged Revenues herein pledged in the

manner prescribed herein and has lawfully exercised such right. It will operate and continuously maintain the Financing System and all services afforded thereby while any Parity Obligations are outstanding and unpaid.

(f) ***Preservation of Lien.*** It will not do or suffer any act or thing whereby the Financing System might or could be impaired, and that it will at all times maintain, preserve, and keep the real and tangible property of the Financing System and every part thereof in good condition, repair, and working order and operate, maintain, preserve, and keep the facilities, buildings, structures, and equipment pertaining thereto in good condition, repair, and working order. The Board hereby covenants and agrees to levy and collect within the Issuer an ad valorem maintenance tax, within the limits heretofore voted, or within such higher limits as may be hereafter established by a vote of the qualified voters of the Issuer in accordance with applicable law (with full allowance being made for delinquencies and costs of collection), at such rate or rates as will permit the maintenance and operation of the Issuer and the Financing System to the level and standards required by this Section.

(g) ***No Additional Encumbrance.*** It shall not incur additional Debt secured by the Pledged Revenues in any manner, except as permitted by this Order in connection with Parity Obligations, unless said Debt is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Order and any other order authorizing the issuance of Parity Obligations. Pledged Revenues not needed to pay the debt service on Parity Obligations, and Debt that is junior and subordinate thereto may be used by the Issuer for any lawful purpose.

(h) ***Investments and Security; Limitations on Derivatives.*** It will invest and secure money in all Accounts and Funds established pursuant to this Order in investments prescribed by State law for such Accounts and Funds, including, but not by way of limitation, by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and that such investments are made in accordance with written policies adopted by the Board.

(i) ***Records.*** It will keep proper books of record and account in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Issuer. Each year while Parity Obligations are outstanding, the Board will cause to be prepared from such books of record and account an annual financial report of the Issuer and shall furnish such report to the principal municipal bond rating agencies and any owner of Parity Obligations who shall request same.

(j) ***Inspection of Books.*** It will permit any owner or owners of twenty-five percent (25%) or more of the then Outstanding Principal Amount at all reasonable times to inspect all records, accounts, and data of the Board relating to the Pledged Revenues.

(k) ***Determination of Outstanding Parity Obligations.*** For all purposes of this Order, the judgment of the Designated Financial Officer of the Issuer shall be deemed final in the determination of which obligations of the Board constitute Parity Obligations.

(l) ***Payment of Administrative Costs of Parity Obligations.*** The Issuer shall timely make available to the paying agent for the outstanding Parity Obligations the fees and expenses of the paying agent or paying agents therefor.

**Section 17. DISPOSITION OF ASSETS.** The Board may convey, sell, or otherwise dispose of any properties of the Financing System provided:

(a) ***Ordinary Course.*** Such conveyance, sale, or disposition shall be in the ordinary course of business of the Issuer.

(b) ***Disposition Upon Board Determination.*** The Board shall determine that after the conveyance, sale, or other disposition of such properties, the Board shall have sufficient funds during each Fiscal Year during which Parity Obligations are to be outstanding to meet the financial obligations of the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System, including, without limitation, the payment of Parity Obligations.

(c) ***Compliance with Operative Federal Tax Covenants.*** Any conveyance, sale, or other disposition of property financed with the proceeds of Parity Obligations shall conform to the federal income tax covenants set forth in the order pursuant to which the Parity Obligations were issued.

**Section 18. ISSUANCE OF ADDITIONAL OBLIGATIONS.** (a) ***Parity Obligations.*** The Board reserves and shall have the right and power to issue or incur Parity Obligations for any purpose authorized by law pursuant to the provisions of this Order. The Board may incur, assume, guarantee, or otherwise become liable in respect of any Parity Obligations if the Board shall have determined that it will have sufficient funds to meet the financial obligations of the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System. In addition, the Board shall not issue or incur Parity Obligations unless (i) a Designated Financial Officer shall deliver to the Board a certificate stating that, to the best of his or her knowledge, the Issuer possesses the financial capability to satisfy the Annual Debt Service Requirements of the Financing System after taking into account the then proposed Parity Obligations, (ii) a Designated Financial Officer shall deliver to the Board a certificate stating that, to the best of his or her knowledge, the Board is in compliance with all covenants contained in any order adopted that authorizes the issuance of Parity Obligations and is not in default in the performance and observance of any of the terms, provisions, and conditions of any such order, and (iii) a Designated Financial Officer signs a written certificate to the effect that during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the date of the then proposed Parity Obligations, the Pledged Revenues were at least equal to 1.25 times the average Annual Debt Service Requirements of all Parity Obligations to be outstanding after the issuance of the then proposed Parity Obligations in the Fiscal Year in which such aggregate requirements are the greatest. For purposes of this Section, if Parity Obligations are issued to refund less than all of the Parity Obligations then outstanding, the

certificate required by clause (iii) above shall give effect to the issuance of the proposed refunding Parity Obligations (and shall not give effect to the Parity Obligations being refunded following their cancellation or provision being made for their payment).

(b) ***Non-Recourse Debt and Subordinated Debt.*** Non-Recourse Debt and Subordinated Debt may be incurred by the Board without limitation, except no Subordinated Debt may be incurred unless (i) a Designated Financial Officer shall deliver to the Board a certificate stating that, to the best of his or her knowledge, the Issuer possesses the financial capability to satisfy the Annual Debt Service Requirements of the Financing System and the Subordinated Debt after taking into account the then proposed Subordinated Debt.

(c) ***Credit Agreements.*** Payments to be made under a Credit Agreement may be treated as Parity Obligations if the Board makes a finding in the order authorizing the treatment of the obligations of the Issuer incurred under a Credit Agreement as a Parity Obligation that, based upon the findings contained in a certificate executed and delivered by a Designated Financial Officer, the Issuer will have sufficient funds to meet the financial obligations of the Financing System, including sufficient Pledged Revenues to satisfy the rate covenant set forth in Section 15 of this Order, after giving effect to the treatment of the Credit Agreement as a Parity Obligation.

**Section 19. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.** (a) ***Replacement Bonds.*** In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

(d) ***Charge for Issuing Replacement Bonds.*** Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and

other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) ***Authority for Issuing Replacement Bonds.*** In accordance with Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without the necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(f) of this Order for Bonds issued in exchange and replacement for other Bonds.

**Section 20. AMENDMENT OF ORDER.** (a) ***Amendments Without Consent.*** This Order and the rights and obligations of the Board and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Parity Obligations, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board contained in this Order, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Board in this Order;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Order, upon receipt by the Board of an opinion of Bond Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Order;

(iii) To supplement the security for the Bonds, replace or provide additional Credit Facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and that shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the outstanding Bonds;

(iv) To make any changes or amendments requested by any Rating Agency then rating or requested to rate Parity Obligations, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Bonds;

(v) To make such changes, modifications or amendments as may be necessary or desirable that shall not adversely affect the interests of the owners of the Bonds, in order, to the extent permitted by law, to facilitate the economic and practical utilization of Credit Agreements with respect to the Bonds; or

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and that shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Bonds.

Notice of any such amendment may be, but is not required to be, published by the Board in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory order and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory order.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Order, the owners of outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Order that may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the outstanding Bonds, the amendment of the terms and conditions in this Order or in the Bonds so as to:

- (i) Make any change in the maturity of the outstanding Bonds;
- (ii) Reduce the rate of interest borne by outstanding Bonds;
- (iii) Reduce the amount of the principal payable on outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the owners of less than all Bonds then outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(c) ***Notice.*** If at any time the Board shall desire to amend this Order for the purposes described in subsection (b) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York or the State of Texas once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each owner of Bonds. Such publication is not required with respect to amendments to this Order effected pursuant to the provisions of subsection (a) of this Section.

(d) ***Receipt of Consents.*** Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the

owners or the owners of at least a majority in Outstanding Principal Amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which instrument or instruments specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory order in substantially the same form.

(e) ***Effect of Amendments.*** Upon the adoption by the Board of any order to amend this Order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with the amendatory order, and the respective rights, duties, and obligations of the Board and all the owners of then outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the Order and this Order, as amended.

(f) ***Consent Irrevocable.*** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the Board, but such revocation shall not be effective if the owners of a majority in Outstanding Principal Amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) ***Ownership.*** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Registrar therefor. The Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Registrar.

**Section 21. COVENANTS REGARDING TAX-EXEMPTION.** The Issuer covenants to refrain from any action that would adversely affect, or to take any action to assure, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if

any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

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

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

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

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

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

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

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

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

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid

in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

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

**Section 22. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT.** The Issuer covenants to account for the expenditure of proceeds from the sale of the Bonds and any investment earnings thereon to be used for the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on the Project is made or (b) each such Project is completed. The foregoing notwithstanding, the Issuer shall not expend such proceeds or investment earnings more than 60 days after the later of (a) the fifth anniversary of the date of delivery of the Bonds or (b) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Bonds.

**Section 23. DISPOSITION OF PROJECT.** The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of

business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 24. ORDER TO CONSTITUTE A CONTRACT; EQUAL SECURITY.** In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Order shall be deemed to be and shall constitute a contract between the Issuer and the registered owners from time to time of the Bonds and the pledge made in this Order by the Board and the covenants and agreements set forth in this Order to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all registered owners, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Order.

**Section 25. INDIVIDUALS NOT LIABLE.** All covenants, stipulations, obligations, and agreements of the Board contained in this Order shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing System and the Board to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Board or agent or employee of the Issuer in the individual capacity thereof and neither the members of the Board nor any officer thereof shall be liable personally on Parity Obligations when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 26. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

**Section 27. SPECIAL OBLIGATIONS.** All Parity Obligations and the premium, if any, and the interest thereon shall constitute special obligations of the Issuer payable from the Pledged Revenues, and the owners thereof shall never have the right to demand payment out of funds raised or to be raised by taxation, or from any source other than the source specified in this Order. The obligation of the Issuer to pay or cause to be paid the amounts payable under this Order out of the Pledged Revenues shall be absolute, irrevocable, complete, and unconditional, and the amount, manner, and time of payment of such amounts shall not be decreased, abated, rebated, setoff, reduced, abrogated, waived, diminished, or otherwise modified in any manner or to any extent whatsoever, regardless of any right of setoff, recoupment, or counterclaim that the Board might otherwise have against any owner or any other party and regardless of any contingency, *force*

*majeure*, event, or cause whatsoever and notwithstanding any circumstance or occurrence that may arise or take place before, during, or after the issuance of Parity Obligations while any Parity Obligations are outstanding.

**Section 28. REMEDIES.** Upon the happening of any Event of Default, each registered owner may proceed against the Issuer for the purpose of protecting and enforcing the rights of the registered owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

**Section 29. PAYMENT AND PERFORMANCE ON BUSINESS DAYS.** Except as provided to the contrary in the FORM OF BONDS, whenever under the terms of this Order or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

**Section 30. LIMITATION OF BENEFITS WITH RESPECT TO THE ORDER.** With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Order or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the registered owners, AGM, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Order or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Order and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the registered owners, AGM and the Paying Agent/Registrar as herein and therein provided.

**Section 31. DEFEASANCE OF OBLIGATIONS.** (a) *Deemed Paid.* Any Parity Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Debt") within the meaning of this Order, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Parity Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future

Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Debt shall have become due and payable. At such time as a Parity Obligation shall be deemed to be a Defeased Debt hereunder, as aforesaid, such Parity Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities. Upon entering into the Future Escrow Agreement with respect to any such Parity Obligations so defeased, such Parity Obligations shall no longer be outstanding for any purpose except for right of payment, and all rights of the Issuer to take any other action amending the terms of such Parity Obligations shall be extinguished.

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

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

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

(e) **Continuing Duty of Paying Agent/Registrar.** Until all Parity Obligations defeased under this Section of this Order shall become due and payable, the Paying Agent/Registrar for such Parity Obligations shall perform the services of Paying Agent/Registrar for such Parity Obligations the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services.

**Section 32. CUSTODY; APPROVAL; ENGAGEMENT OF BOND COUNSEL AND BOND COUNSEL'S OPINION; AND PREAMBLE.** (a) The Designated Financial Officer is

hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas. The Designated Financial Officer is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that (i) the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, and (ii) the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The preamble to this Order is hereby adopted and made a part of this Order for all purposes.

(b) The obligation of the Purchaser to accept delivery of the Bonds is subject to the initial Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Purchaser. The engagement letter of such firm as bond counsel to the Issuer is hereby approved and confirmed upon the execution thereof by the Executive Vice President of Financial & Administrative Affairs. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Executive Vice President of Financial & Administrative Affairs, and the Executive Vice President of Financial & Administrative Affairs is hereby authorized to execute such engagement letter.

(c) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Bond by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bond, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bond. The Issuer hereby authorizes and directs that a check or ACH transfer in the amount of the Attorney General filing fee for the Bonds, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Bond.

**Section 33. CONTINUING DISCLOSURE UNDERTAKING.** (a) Annual Reports. (i) Unless otherwise determined by a Pricing Officer, the Issuer shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Order, being the information described in the Pricing Certificate, provided that such information and data is customarily prepared by the Issuer. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

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

(b) Material Event Notices. The Issuer shall notify the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material within the meaning of the federal securities laws;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws, and tender offers;
- (viii) Bond calls, if material within the meaning of the federal securities laws;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer; (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or

business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);

(xiii) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;

(xv) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

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

(c) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (b) hereof of any Bond calls and defeasance that cause the Issuer to no longer be such an "obligated person".

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

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

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(d) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

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

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

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

"SEC" means the United States Securities and Exchange Commission.

**Section 34. FURTHER PROCEDURES.** The Chair of the Board, any Designated Financial Officer, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the sale and delivery of the Bonds and fixing all details in connection with the Bonds.

**Section 35. BONDS NOT DESIGNATED AS QUALIFIED TAX-EXEMPT OBLIGATIONS.** The Issuer has not designated the Bonds as qualified tax-exempt obligations.

**Section 36. RULES OF CONSTRUCTION.** For all purposes of this Order, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Order. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Order to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Order is adopted by the Issuer and any future amendments thereto or successor provisions thereof. Any reference to the payment of principal in this Order shall be deemed to include the payment of mandatory sinking fund redemption payments. Any reference to "FORM OF BONDS" shall refer to the form of the Bonds set forth in "Exhibit B" to this Order.

**Section 37. PUBLIC NOTICE.** It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the meeting at which this Order was adopted; that this Order would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

**Section 38. SALE OF BONDS; BOND PURCHASE CONTRACT.** The Bonds shall be sold and delivered subject to the provisions of Section 3 and pursuant to the terms and provisions of Bond Purchase Contract which the Pricing Officer is hereby authorized to execute and deliver and in which the Purchaser shall be designated. The Bonds shall initially be registered in the names specified therefor in the Pricing Certificate.

**Section 39. AMENDATORY ORDER.** Pursuant to the terms of the Series 2012 Order, the Series 2021 Order and the Series 2022 Order, the Issuer is authorized to supplement the security for the Outstanding Parity Obligations. Pursuant to each such order, notice of any such amendment is not required to be published if the Issuer is supplementing the security for the Outstanding Parity Obligations. By the adoption of this Order, the Issuer hereby amends the definition of Pledged Revenues to include the Student Center Fee as provided in Exhibit "A" of this Order. In the judgement of the Board, the amendment of the Series 2012 Order, the Series 2021 Order and the Series 2022 Order does not materially adversely affect the interest of the owners of the Outstanding Parity Obligations.

**Section 40. CONTINUED PERFECTION OF SECURITY INTEREST.** Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under Section 7 of this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Issuer under Section 7 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 41. ELECTRONIC SIGNATURES.** This Order and any agreements and certificates executed in connection therewith may be executed through any electronic symbol or process attached to or logically associate with a contract or other record and executed or adopted by a person with the intent to sign such document pursuant to the Texas Uniform Electronic Transaction Act, codified at Chapter 322, Texas Business and Commerce Code, in any number of counterparts and by the different parties thereto in separate counterparts, each of which when so executed and delivered to be deemed an original, but all such counterparts together to constitute one and the same instrument.

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## **EXHIBIT A DEFINITIONS**

As used in this Order the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "*Account*" means any account created, established and maintained under the terms of this Order.

The term "*Annual Debt Service Requirements*" means, for any Fiscal Year, the principal of and interest on all Parity Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the Board on such Debt, or be payable in respect of any required purchase of such Debt by the Board) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the Board:

(1) *Committed Take Out*. If the Board has entered into a Credit Agreement constituting a binding commitment within normal commercial practice to discharge any of its Funded Debt at its Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Funded Debt at any date on which such Debt is subject to required purchase, all under arrangements whereby the Board's obligation to repay the amounts advanced for such discharge or purchase constitutes Funded Debt, then the portion of the Funded Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Funded Debt incurred for such discharging or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Funded Debt to be discharged or purchased, shall be added;

(2) *Balloon Debt*. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the Board) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(3) *Consent Sinking Fund*. In the case of Balloon Debt (as defined in clause (2) above), if a Designated Financial Officer shall deliver to the Board an Officer's Certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit

the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such Officer's Certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (3) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (3) shall not apply where the Board has elected to apply the rule set forth in clause (2) above;

(4) Prepaid Debt. Principal of and interest on Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt;

(5) Variable Rate. As to any Parity Obligation that bears interest at a variable interest rate that cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the Board, either (1) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations have not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (2) an interest rate equal to the 30-year Tax-Exempt Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of tax-exempt revenue bonds with maturities of at least 20 years that is published in a newspaper or journal with national circulation may be used for this purpose. If two series of Parity Obligations that bear interest at variable interest rates, or one or more maturities within a series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations;

(6) Guarantee. In the case of any guarantee, as described in clause (2) of the definition of Debt, no obligation will be counted if the Board does not anticipate in its annual budget that it will make any payments on the guarantee. If, however, the Board is making payments on a guarantee or anticipates doing so in its annual budget, such obligation shall be treated as Parity Obligations and calculations of annual debt service requirements with respect to such guarantee shall be made assuming that the Board will make all additional payments due under the guaranteed obligation. If the entity whose obligation is guaranteed cures all defaults and the Board no longer anticipates making

payments under the guarantee, the guaranteed obligations shall not be included in the calculation of Annual Debt Service Requirements;

(7) Commercial Paper. With respect to any Parity Obligations issued in the form of commercial paper with maturities not exceeding 270 days, the interest on such Parity Obligations shall be calculated in the manner provided in clause (5) of this definition and the maturity schedule shall be calculated in the manner provided in clause (2) of this definition; and

(8) Credit Agreement Payments. If the Board has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments for fees and expenses), for either the Board or the Credit Provider, shall be included in such calculation, except to the extent that the payments are already taken into account under (1) through (7) above and any payments otherwise included above under (1) through (7) that are to be replaced by payments under a Credit Agreement, from either the Board or the Credit Provider, shall be excluded from such calculation.

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

The term "*Authorized Denomination*" shall have the meaning as ascribed to said term in Section 3(b) of this Order.

The term "*Authentication Certificate*" shall have the meaning as ascribed to said term in Section 5(e) of this Order.

The term "*Auxiliary Enterprise Fund System*" means the Bookstore System, the Dining System, the Housing System, and other auxiliary enterprises operated and maintained by the Issuer to the extent the income therefor is legally available for the payment of debt service on the Parity Obligations, including the fees fee imposed by the Issuer for the use of the Issuer's golf course on January 16, 2025.

The term "*Board*" means the Board of Trustees of the Issuer.

The term "*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P., or such other firm of attorneys of nationally recognized standing in the field of law relating to municipal revenue bonds selected by the Board.

The term "*Bond Purchase Contract*" means the Bond Purchase Contract between the Parker County Junior College District and \_\_\_\_\_.

The terms "*Bondholder*" or "*Owner*" "*Registered Owner*" means the registered owner of any Parity Obligation registered as to ownership and the holder of any Parity Obligation payable to bearer.

The term "*Bonds*" means the Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2025, authorized by this Order and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Order; and the term "*Bond*" means any of the Bonds.

The term "*Bookstore System*" means the bookstore or bookstores now or hereafter owned and/or operated by the Issuer, together with all extensions and improvements thereto and replacements thereof.

The term "*Business Day*" means any day that is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term "*Chair*" means the Chair of the Board of Trustees of the Issuer.

The term "*Code*" means the Internal Revenue Code of 1986, as amended.

The term "*College*" means, collectively, Weatherford College and all junior college educational facilities and campuses owned and/or operated from time to time by the Issuer and located within its lawful service area, as set forth in applicable laws of the State, including, specifically, Section 130.209, Texas Education Code, as amended.

The term "*Construction Fund*" means the Construction Fund established pursuant to Section 11 of this Order.

The term "*Credit Agreement*" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Parity Obligations, purchase or sale agreements, interest rate swap agreements, currency exchange agreements, interest rate floor or cap agreements, or commitments or other contracts or agreements authorized, recognized and approved by the Board as a Credit Agreement in connection with the authorization, issuance, security, or payment of Parity Obligations and on a parity therewith.

The term "*Credit Facility*" means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on Parity Obligations would rate the Parity Obligations fully insured by a standard policy issued by the issuer in its three highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Parity Obligations would rate the parity obligations in its three highest generic rating categories for such

obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Parity Obligations and the interest thereon.

The term "*Credit Provider*" means any bank, financial institution, insurance company, surety bond provider, or other entity that provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

The term "*Dated Date*" means \_\_\_\_\_, 2025.

The term "*Debt*" means all:

(1) indebtedness incurred or assumed by the Board for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the Board that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(2) all other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by the Board, or that is in effect guaranteed, directly or indirectly, by the Board through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(3) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the Board whether or not the Board has assumed or become liable for the payment thereof.

For the purpose of determining the "Debt" of the Board, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements prepared by or for the benefit of the Board in prior Fiscal Years.

The term "*Debt Service Fund*" means the Debt Service Fund established by the Board pursuant to Section 9 of this Order.

The term "*Designated Financial Officer*" means the Chair or the Executive Vice President of Financial & Administrative Affairs (formerly the Vice President of Business Services) of the Issuer.

The term "*Designated Trust Office*" shall have the meaning ascribed to said term in Section 5(b) of this Order.

The term "*Dining System*" means any and all facilities of the Issuer provided for the purpose of feeding the students and the faculty of, and visitors to, the College, including all cafeterias, snack bars and vending machines for the sale of food and other products.

The term "*Eligible Investments*" means those investments authorized to be made by Section 16(h) of this Order.

The term "*Event of Default*" means each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) the failure in the observance or performance of any of the covenants, conditions, or obligations of the Issuer, the failure to perform which materially, adversely affects the rights of the owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the Issuer; or
- (iii) the Issuer shall commence a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent.

The term "*Fiscal Year*" means any twelve-consecutive-month period established by the Issuer as its fiscal year.

The term "*Fund*" means any fund created, established, reaffirmed or maintained in accordance with the terms of this Order.

The term "*Funded Debt*" means all Parity Obligations that mature by their terms (in the absence of the exercise of any earlier right of demand) or are renewable at the option of the Board to a date, more than one year after the original creation, assumption, or guarantee of such Debt by the Board.

The term "*Gross Revenues*" when used with reference to the Auxiliary Enterprise Fund System, or any component facility or facilities thereof, means all of the revenues and income of every nature derived from the operation and ownership thereof.

The term "*Housing System*" means all present and future facilities owned and/or operated by the Issuer for the purpose of housing the married and/or unmarried students and/or faculty.

The term "*Issuance Date*" means the date of delivery the Bonds to the Purchaser against payment therefor.

The term "*Issuer*" means the Parker County Junior College District.

The term "*Laboratory Fee*" means any fee imposed by the Issuer for the purpose of supporting the cost of laboratory materials and supplies, laboratory support and special class requirements.

The term "*Maturity*" means the date on which the principal of a Parity Obligation becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption, declaration of acceleration, or otherwise.

The term "*Non-Recourse Debt*" means any Debt secured by a lien (other than a lien on Pledged Revenues), liability for which is effectively limited to the property subject to such lien with no recourse, directly or indirectly, to any other property of the Issuer attributable to the Financing System; provided, however, that such Debt is being incurred in connection with the acquisition of property only, which property is not, at the time of such occurrence, owned by the Issuer and being used in the operations of the Issuer.

The term "*Officer's Certificate*" means a certificate executed by a Designated Financial Officer.

The term "*Other Fees*" means any and all rentals, rates, charges, and/or fees that are additional to the Pledged Tuition Fee, the Student Center Fee and the Laboratory Fee, and the Gross Revenues of the Auxiliary Enterprise Fund System, that may be collected from students and others for the occupancy, use, and/or availability of all or any part of the Issuer's property, buildings, structures, activities, operations, or facilities of any nature or kind, that are authorized by the Acts, and that have heretofore been levied or assessed or that are hereafter imposed pursuant to the requirements of Section 15.

The term "*Order*" means this order authorizing the Bonds.

The term "*outstanding*" when used with respect to Parity Obligations means, as of the date of determination, all Parity Obligations theretofore delivered under this Order, except:

- (1) Parity Obligations theretofore canceled and delivered to the Board or delivered to the Paying Agent or the Registrar for cancellation;
- (2) Parity Obligations deemed paid pursuant to the provisions of Section 31 of this Order or any comparable section of any order authorizing the issuance of Parity Obligations;

- (3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Order; and
- (4) Parity Obligations under which the obligations of the Board have been released, discharged, or extinguished in accordance with the terms thereof;

provided, however, that, unless the same is acquired for purposes of cancellation, Parity Obligations owned by the Board shall be deemed to be outstanding as though it was owned by any other owner.

The term "*Outstanding Principal Amount*" means, with respect to all Parity Obligations or to a series or issue of Parity Obligations, the outstanding and unpaid principal amount of such Parity Obligations paying interest on a current basis and the outstanding and unpaid principal and compounded interest on such Parity Obligations paying accrued, accreted, or compounded interest only at maturity as of any Record Date established by a Registrar.

The term "*Parity Obligations*" means all Debt of the Board that may be issued or assumed in accordance with the terms of this Order that is secured by a pledge of the Pledged Revenues. The Series 2012 Bonds, Series 2021 Bonds, Series 2022 Bonds and the Bonds (upon their issuance) will constitute all of the Issuer's currently outstanding Parity Obligations.

The terms "*Paying Agent/Registrar*," "*Paying Agent*" or "*Registrar*" means the agent appointed pursuant to Section 5 of this Order, or any successor to such agent.

The term "*Pledged Revenues*" means and includes (a) the Pledged Tuition Fee; (b) the Laboratory Fee; (c) the Student Center Fee; (d) the Other Fees; (e) the Gross Revenues of the Auxiliary Enterprise Fund System; (f) the earnings of the Issuer on all investments of the Issuer lawfully available for such purpose; (g) all money deposited in or credited to the Revenue Fund and the Debt Service Fund, and all interest and investment income therefrom whether or not on deposit therein; (h) with respect to a series or issue of Parity Obligations with respect to which a Reserve Fund is established, all money or Reserve Fund Obligations deposited in or to the credit of such Reserve Fund, and all interest and investment income therefrom, whether or not on deposit therein; and (i) any additional revenues, income, receipts, or other resources, including without limitation, to the extent permitted by law and not required by the terms thereof to be designated to other purposes, any grants, donations, or income thereafter received from the United States of America or the State of Texas or from any other public or private source, whether pursuant to an agreement or otherwise, that hereafter may be pledged to the payment of the Bonds; provided, however, no funds appropriated by the State of Texas shall be pledged to the payment of Parity Obligations without the prior approval of the Coordinating Board and the College of the proposed Project to be financed with such Parity Obligations.

The term "*Pledged Tuition Fee*" means an amount equal to 25 percent of the tuition charges collected from each enrolled student for each semester or term, said amount being allocated from the tuition charges charged students at the College, as permitted and established by law.

The term "*Purchaser*" that entity or, collectively, those entities, named in the Pricing Certificate as the purchaser or purchasers of the Bonds.

The term "*Pricing Certificate*" means the certificate executed by the Pricing Officer in accordance with the delegation made by the Board in Section 3 hereof, pursuant to which the terms and condition of the sale of the Bonds shall be established.

The term "*Pricing Officer*" means the officer(s) of the Issuer named in Section 3 hereof who are authorized to act on behalf of the Issuer to sell the Bonds and consummate the transactions contemplated hereby.

The term "*Rating Agency*" means any nationally recognized municipal securities rating agency that has assigned a rating to the Bonds.

The term "*Record Date*" means, with respect to the Bonds, the fifteenth business day of each month preceding an interest payment date.

The term "*Registration Books*" means the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5(b) of this Order.

The term "*Required Reserve Amount*" means an amount determined by the Board to be the Series 2025 Required Reserve Fund Amount at the time of creation of a Reserve Fund with respect to a series or issue of Parity Obligations.

The term "*Reserve Fund Obligations*" means cash, Eligible Investments, and any Credit Facility, or any combination of the foregoing that are deposited to a debt service reserve fund for a series or issue of Parity Obligations.

The term "*Revenue Fund*" means the Revenue Fund established by the Board pursuant to Section 8 of this Order.

The terms "*Revenue Financing System*" or "*Financing System*" means the "Parker County Junior College District Revenue Financing System," created by the Board in this Order, for the benefit of the College that is owned and operated by the Issuer.

The term "*Series 2012 Bonds*" means the Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2012, dated October 1, 2012.

The term "*Series 2012 Debt Service Reserve Fund*" means the debt service reserve fund created for the benefit of the Series 2012 Bonds pursuant to the Series 2012 Order.

The term "*Series 2012 Order*" means the order adopted by the Board on September 13, 2012 that authorized the issuance of the Series 2012 Bonds.

The term "*Series 2021 Bonds*" means the Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2021, dated March 1, 2021.

The term "*Series 2021 Debt Service Reserve Fund*" means the debt service reserve fund created for the benefit of the Series 2021 Bonds pursuant to the Series 2021 Order.

The term "*Series 2021 Order*" means the order adopted by the Board on February 11, 2021 that authorized the issuance of the Series 2021 Bonds.

The term "*Series 2021 Required Reserve Fund Amount*" means an amount equal to the average Annual Debt Service Requirement on the Series 2021 Bonds described in the Series 2021 Order.

The term "*Series 2022 Bonds*" means the Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2022, dated May 1, 2022.

The term "*Series 2022 Debt Service Reserve Fund*" means the debt service reserve fund created for the benefit of the Series 2022 Bonds pursuant to the Series 2022 Order.

The term "*Series 2022 Order*" means the order adopted by the Board on April 25, 2022 that authorized the issuance of the Series 2022 Bonds.

The term "*Series 2022 Required Reserve Fund Amount*" means an amount equal to the average Annual Debt Service Requirement on the Series 2022 Bonds described in the Series 2022 Order.

The term "*Stated Maturity*" when used with respect to any Debt or any installment of interest thereon means any date specified in the instrument evidencing or authorizing such Debt or such installment of interest as a fixed date on which the principal of such Debt or any installment thereof or the fixed date on which such installment of interest is due and payable.

The term "*Student Center Fee*" means the fee imposed by the Issuer for the purpose of constructing, operating, maintaining and equipping the student center and any adjoining or supporting facilities on October 10, 2024 and as further amended on November 14, 2024.

The term "*Subordinated Debt*" means any Debt that expressly provides that all payments thereon shall be subordinated to the timely payment of all Parity Obligations then outstanding or subsequently issued.

The term "*Term of Issue*" means with respect to any Balloon Debt, including, without limitation, commercial paper, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or the maximum maturity date in the case of commercial paper or (ii) twenty-five years.

The term "*Value of Investment Securities*" and words of like import means the amortized value thereof, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations that are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations made under this paragraph shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchase at par, means the purchase price of such security.

The term "*Vice Chair*" means the Vice Chair of the Board of Trustees of the Issuer.

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**EXHIBIT B**

**FORM OF BONDS**

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS PARKER COUNTY JUNIOR COLLEGE DISTRICT CONSOLIDATED FUND REVENUE BOND, SERIES 2025	PRINCIPAL AMOUNT \$ _____
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<b><u>INTEREST RATE</u></b>	<b><u>DATE OF BOND</u></b>	<b><u>MATURITY DATE</u></b>	<b><u>CUSIP NO.</u></b>
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\_\_\_\_\_

**REGISTERED OWNER:**

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

On the maturity date specified above, the PARKER COUNTY JUNIOR COLLEGE DISTRICT, in the County of Parker, State of Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Bond, on \_\_\_\_\_, 202\_\_ and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

The principal of and interest on this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, N.A, which is the "Paying Agent/Registrar" for this Bond at its designated office for payment currently, Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on

this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of this Bond (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth day of the preceding month (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Bond is determined only by a book entry at a securities depository for the Bond, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

Any accrued interest due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Debt Service Fund" created by the Bond, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

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

This Bond is dated as of \_\_\_\_\_, 2025 and is authorized by the Issuer in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$\_\_\_\_\_ issued pursuant to an order adopted on \_\_\_\_\_, 2025 (the "Order"), for the purpose of acquiring, purchasing, constructing, improving, enlarging and equipping certain property, buildings, structures, activities, operations and facilities for and on behalf of the Issuer, including a student center and any adjoining or supporting facilities for the student center (the "Project"), (ii) funding a debt service reserve fund for the Bonds and (iii) paying the costs of issuing the Bonds.

On August 1, 20\_\_, or on any date thereafter, the Bonds of this Series maturing on and after August 1, 20\_\_ may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the Issuer and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

At least 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the Registration Books on the 45th day prior to such redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provisions shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Board, all as provided by the Order.

[The Bonds maturing on August 1, 20\_\_ and August 1, 20\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date:

**Term Bonds Maturing on August 1, 20\_\_\***

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$ _____
August 1, 20__*	\$ _____*

**Term Bonds Maturing on August 1, 20\_\_\***

<u>Redemption Date</u>	<u>Principal</u>	<u>Amount</u>
August 1, 20__	\$	
August 1, 20__*	\$	*

\*Final Maturity

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Issuer, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

All Bonds of this series are issuable solely as fully registered bonds, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof (the "Authorized Denomination"). As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned and transferred for a like aggregate principal amount Bond, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, in an Authorized Denomination, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond to the assignee this Bond is to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the

assignment of this Bond from time to time by the registered owner. In the case of the assignment and transfer of this Bond, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

In the event any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of this Bond.

It is hereby certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the series of Bonds of which this Bond is one constitutes Parity Obligations under the Bond Order; and that the interest on and principal of this Bond, and other Bonds of this series are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues. The Bond Order further provides that the Issuer may create a debt service reserve fund and fund it or provide for it to be funded in connection with the issuance of any Parity Obligations, and that such reserve shall secure only the Parity Obligations for which it is designated to secure. The Issuer has not created a debt service reserve fund in connection with the issuance of the Bonds.

The Issuer has reserved the right, subject to the restrictions referred to in the Bond Order, (i) to issue additional Parity Obligations, which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond, and (ii) to amend the provisions of the Bond Order under the conditions provided in the Bond Order.

The registered owner hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Order.

By becoming the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the Issuer.

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

\_\_\_\_\_  
Secretary, Board of Trustees  
Parker County Junior College District

\_\_\_\_\_  
Chair, Board of Trustees  
Parker County Junior College District

(SEAL)

(b) [Form of Registration Certificate of the Comptroller of Public Accounts]

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 \_\_\_\_\_.

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

(COMPTROLLER'S SEAL)

(c) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an  
executed Registration Certificate of the Comptroller  
of Public Accounts of the State of Texas)

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

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

The Bank of New York Mellon Trust  
Company, N.A.  
Dallas, Texas  
Paying Agent/Registrar  
By: Authorized Representative

(d) [Form of Assignment]

ASSIGNMENT

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

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

\_\_\_\_\_  
(Please print or typewrite name and address, including zip code, of Transferee.)

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

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

Signature Guaranteed:

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

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

**STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

**INSERTIONS FOR THE INITIAL BOND**

The initial Bond shall be in the form set forth in this Exhibit, except that:

- A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
  
- B. the first paragraph shall be deleted and the following will be inserted:

**"ON THE MATURITY DATE SPECIFIED ABOVE**, the PARKER COUNTY JUNIOR COLLEGE DISTRICT, in the County of Parker, State of Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
--------------	-------------------------	-----------------------

(Information from the Pricing  
Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_, 202\_ at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, 202\_ semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due by has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

**The initial Bond shall be numbered "T-1."**

**EXHIBIT C**  
**PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT D**  
**RESERVE POLICY COMMITMENT**

**EXHIBIT E**

**MUNICIPAL BOND INSURANCE COMMITMENT**

**EXHIBIT F**

**PRICING CERTIFICATE**

**PARKER COUNTY JUNIOR COLLEGE DISTRICT**

I, the undersigned, Executive Vice-President Financial & Administrative Affairs of the Parker County Junior College District (the "Issuer" or "District"), acting as Pricing Officer pursuant to the authority granted to me by the order adopted by the Board of Trustees of the Issuer on \_\_\_\_\_, 2025 (the "Order"), relating to the issuance of the Issuer's Bonds (as defined herein) hereby find, determine and commit on behalf of the Issuer to sell and deliver the Bonds as set forth herein. Capitalized terms not otherwise defined herein have the meaning assigned in the Order.

1. This Pricing Certificate (this "Certificate") is executed for and on behalf of the Issuer and for the benefit of the Attorney General of the State of Texas and the Underwriter[s] (as hereinafter defined) of the Bonds in the aggregate principal amount \$\_\_\_\_\_ as authorized by the Order.

2. The Bonds shall be known and designated as the "Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2025" (the "Bonds").

3. The Bonds are hereby sold and shall be delivered to \_\_\_\_\_, pursuant to the terms of such Bond Purchase Agreement, for cash at a price of \$\_\_\_\_\_ (being the aggregate par amount of the Bonds, plus an original issue premium of \$\_\_\_\_\_ and less an underwriters' discount of \$\_\_\_\_\_).

4. The Initial Bond shall be initially registered in the name of \_\_\_\_\_. (the "Underwriter"). The definitive Bonds shall be registered in the name of Cede & Co.

5. The proceeds of the Bonds received by the Issuer from the Underwriter[s], net of Underwriter's discount, in the amount of \$\_\_\_\_\_ will be applied as follows: (i) \$\_\_\_\_\_ shall be applied to the Construction Fund to finance the Project and (ii) \$\_\_\_\_\_ will be used to pay costs of issuance of the Bonds.

6. The Bonds shall be dated \_\_\_\_\_, 2025, and shall be numbered consecutively from R-1 upward, except that the initial Bond shall be numbered T-1.

7. The Bonds shall be in the form as set forth in Exhibit B attached to this Certificate.

8. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall accrue from \_\_\_\_\_, 2025. The initial

interest payment date for the Bonds shall be February 1, 20\_\_\_, and interest on the Bonds shall be payable on each August 1 and February 1 thereafter until maturity or prior redemption. Interest and principal payments will be made by the Paying Agent/Registrar, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas as described in the Order.

9. I have determined that it is in the best interest of the Issuer that the Bonds shall be sold by a negotiated sale. The price to be paid for the Bonds is not less than 95% of the initial aggregate principal amount thereof plus accrued interest thereon, if any. The maturity date of the Bonds does not exceed 30 years from their date of issue. The true interest cost of the Bonds is not greater than 5.75%.

10. The Bonds shall (i) be sold to the Underwriter[s] pursuant to the Bond Purchase Contract and at the price specified therein, (ii) be in the aggregate principal amount set forth in Exhibit A, (iii) mature in the years and in the principal amounts and be subject to redemption as set forth in Exhibit A, (iv) bear interest at the rates for each such maturity and such interest shall be payable on the dates set forth in Exhibit A, and (v) have the other terms and provisions, all as provided in Exhibit A, the Order, the Bond Purchase Contract, and the Official Statement.

11. The debt service requirements of the Bonds is set forth in Exhibit C hereto.

12. The Series 2025 Required Reserve Fund Amount is equal to \$\_\_\_\_\_, which amount is equal to the maximum Annual Debt Service Requirements of the Bonds.

13. The Preliminary Official Statement, dated \_\_\_\_\_, 2025, previously prepared and distributed in connection with the pricing of the Bonds is hereby approved, and the preparation and distribution of the final Official Statement in reoffering of the Bonds by the Underwriter is hereby approved.

14. Pursuant to Section 33 of the Order, the Issuer agrees to provide annually to the MSRB, in an electronic format as prescribed by the MSRB, the updated financial information and operating data to the extent specified, by the times, subject to the exceptions noted, and as provided in the Order and the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION – Annual Reports."

15. The undersigned hereby finds, determines and declares that the terms of sale of the Bonds is in the best interest of the Issuer and that this Certificate satisfies the terms and provisions of the Order and complies with the parameters for the sale of the Bonds contained therein.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2025

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Executive Vice-President Financial and Administrative  
Affairs, Parker County Junior College District

**EXHIBIT A**

**TERMS OF THE BONDS**

\$\_[\_\_\_\_\_]

**PARKER COUNTY JUNIOR COLLEGE DISTRICT  
CONSOLIDATED FUND REVENUE BONDS, SERIES 2025**

**MATURITY SCHEDULE**

Interest accrues from: \_\_\_\_\_, 2025

Interest payable: February 1 and August 1 until maturity or redemption commencing February 1, 20\_\_.

<b><u>Principal Amount</u></b>	<b><u>Maturity [(August 1)]</u></b>	<b><u>Interest Rate</u></b>	<b><u>Principal Amount</u></b>	<b><u>Maturity [(August 1)]</u></b>	<b><u>Interest Rate</u></b>
\$	20__	%	\$	20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%
	20__	%		20__	%

(a) Term Bonds.

**GENERAL DESCRIPTION OF THE BONDS**

The Bonds will be issued as current interest Bonds, will mature on the dates and in the amounts set forth above, and will bear interest at the rates set forth above from their date of delivery, anticipated to be \_\_\_\_\_, 2025 ("Date of Delivery"), and will be payable February 1 and August 1 of each year, commencing February 1, 20\_\_ until maturity.

The Bonds shall be initially issued as one Bond and registered in the name of [\_\_\_\_\_]. Bonds registered in the name of [\_\_\_\_\_]. shall, immediately following their delivery, be exchanged for Bonds registered in the name of [\_\_\_\_\_], as nominee of The Depository Trust Company, pursuant to the Book-Entry-Only System described in the Order. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof.

## REDEMPTION PROVISIONS

Optional Redemption. On [August 1, 20\_\_], or on any date thereafter, the Bonds of this Series maturing on and after [August 1, 20\_\_] may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the Issuer and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

At least 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the Registration Books on the 45th day prior to such redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provisions shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Board, all as provided by the Order.

[Mandatory Sinking Fund Redemption. The Bonds maturing on [\_\_\_\_\_], [\_\_\_\_\_] initially bearing interest at [\_\_\_\_\_]%, and [\_\_\_\_\_] initially bearing interest at [\_\_\_\_\_]%, (collectively, the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date:

**Term Bonds Maturing on August 1, 20\_\_\***

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$
August 1, 20__	\$
August 1, 20__	\$
August 1, 20__*	\$

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\*Final Maturity

**Term Bonds Maturing on August 1, 20\_\_\***

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$
August 1, 20__	\$
August 1, 20__	\$
August 1, 20__*	\$

---

\*Final Maturity

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Issuer, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]

**EXHIBIT B**

**FORM OF BONDS**

**EXHIBIT C**  
**DEBT SERVICE REQUIREMENTS**



Weatherford College Board of Trustees  
Consent Agenda

DATE: July 10, 2025

AGENDA ITEM# 7.a.

SUBJECT: **Wise County, Academics, and Student Services Update**

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**INFORMATION AND DISCUSSION:**

**Wise County:**

- WCWC collaborated with Texas Workforce Commission to offer a job fair for Wise County on June 5, 2025. We had over 30 different employers to attend as well as eight service providers from the area. The event was open to the public.



- WCWC held the first of two CORE events on June 24<sup>th</sup> with 63 in attendance. The students and family members were appreciative of receiving information in person from WC representatives.



- Enrollment for fall is going strong and summer sessions are filling fast.



### **Academics (Office of the Executive Vice-President):**

The Course Dog Curriculum automation is in full swing with a diverse team from IT, Student Services and Academic Services to deploy the core objective. Calls are conducted weekly for the team.

- Academic Support Center (Tutoring)

Tutors provided over 13,000 hours of guidance to over 1,400 students:

Math 3,847 hrs

Athlete Study Hall 2,718 hrs

Writing help 1,565 hrs

Biology/A&P 374 hrs

- Julie Moeller developed a new Online Course Global Rubric to comply with Quality Matters best practices. The approach will be termed EXCEED – Engagement, Equity and Design with a tagline of Designing for Excellence Drives Student Success.

- Dr. Ydoyaga participated in the quarterly Chief Academic Officers state-wide meetings for updates on Senate Bill 2615: Faculty Telework and Senate Bill 37 related to general education compliance, governing boards and the Faculty Senate. This information was shared with the Faculty Senate President, Dr. Leslie Hancock to review the Faculty Senate Constitution for

Compliance.

- The Mac Lab is underway! Check it out in ACAD 121

- Welcome to our new employees that participated in the Human Resources New Hire Orientation on June 26th.

- The Professional Development Committee, under the leadership of Dr. Dana Byrd, recently developed the New Faculty First Year Experience and Connections Week site to launch in the Fall of 2025. Thank you to the committee for all of your hard work.

- Dr. Ydoyaga hosted Dr. Amy Vance, the Director of Strategic Initiatives for Workforce Development, from the Fort Worth campus of Texas A&M. The purpose of the meeting was to outline opportunities for program articulations and strategic partnerships to serve our region.



· Dr. Ydoyaga met with Dr. Rachael Capua, the Vice President of External Operations and Dean of Tarleton State, from the Fort Worth campus of Tarleton State University off of Chisholm Train. The purpose of the meeting was to outline opportunities for program articulations and strategic partnerships to serve our region.

#### Education Department

- The BAAS program is preparing to submit its application for the Educator Preparation Program.
- MOUs with eight partner sites have been established to provide field placements for student teachers.
- The redesigned EDUC 1301 curriculum is finalized and ready for implementation.
- An MOU has been established with Weatherford ISD to employ two work study education students in WISD's after-school program. This agreement further strengthens the educator pipeline and provides hands-on opportunities for our students to gain experience in real-world educational settings.

#### Fine and Performing Arts

- The theater production of King Lear was a success, with shows June 12– 15
- 7 faculty members are participating in summer professional development, reading Small Teaching: Everyday Lessons from the Science of Learning by James M. Lang
- o They plan to meet in the Fall and work toward implementing the concepts learned in their courses

#### **Student Services:**

##### Enrollment Management

##### Admissions and Advising:

- In the month of June, Admissions provided in-person advising for 849 students.
- Received 559 applications for admission and processed 586 applications. Total applications received for summer and fall Total apps submitted to date is 6286.
- Serving 74 international and refugee students.

##### Registrar's Office:

- Spring graduates:  
Posted additional credentials for Spring 2025 completers for total of 747 credentials awarded SP 2025  
Summer grad applications: 277 to date

##### -Transcripts:



Transcripts Received 5/29 – 5/30:

Parchment = 544

National Student Clearinghouse = 53

TREX = 731

Hundreds more HS transcripts received this month via mail and direct email

Transcripts Sent:

874 Outbound Transcripts Sent via Parchment

Huge influx of transcript reviews received for processing – 98 in past 3 weeks electronically plus 27 in office.

Transcript Reviews

Received 69 electronically, 49 in person from LVN Bridge cohort, and 36 in person.

Completed back log processing of all transcript reviews on hand from 5/15 through 6/30/2025

Processed all LVN-RN bridge transcript reviews for cohort began summer 2025.

Met with Dr. Saylor to go over BAAS IT program for degree audit set up and transcript review process. Shared other cohort sample forms for mapping and articulation.

-Reporting

Spring end of term reports: 4 reports total, July 15th deadline. In progress.

Quarter 3 reports: 2 reports total. July 15 deadline. Complete,

Summer first of term reports: 2 reports total, in progress

Clearinghouse: daily degree verify tasks, monthly enrollment reports, summer subsequent report, and spring graduation report.

-Course Building

Also working on Summer and Fall section building in Coursedog and UI.

Updating and adding courses from the course masters received.

Financial Aid:

-In the month of June, Financial Aid received 1,075 phone calls, 395 emails, and 170 walk-ins.

-Processed 920 for various financial aid applications.

-Awarded 336 scholarships.

Veterans Office:

-Answered 330 phone calls and 119 emails.

-Met with 54 students.



Student Development and Wellness:

Student life and activities:

-Planning for fall semester student life activities and making the appropriate orders.

Student Ambassadors:

-To meet increasing demand, another day of tours has been opened up for prospective students and their families. 210 tours administered in the month of June alone.

Canyon West:

-Canyon West hosted a variety of events in June including the Ladies Golf Association Tournament and a Junior Golf Summer Camp in partnership with the Parker County Golf Academy, where young players honed their skills and enjoyed a week of fun on the fairways. In addition to these events, Canyon West is offering a special incentive for golf enthusiasts: from now through December 31, 2025, any guest who makes a hole-in-one on the course will win a stay-and-play golf getaway.

-The Saddle at Canyon West recently welcomed its new culinary team: Food and Beverage Director Antoine Washington, Head Chef Shane Magee, and Lead Cook Sydnee Cottrell. They launched weekly specials with a crispy, golden chicken-fried steak topped with house-made peppered country gravy, served over creamy Yukon Gold mashed potatoes and accompanied by sautéed asparagus.

-As summer continues, the Canyon West team remains committed to elevating every aspect of the guest experience, from on-course enhancements to new menu offerings and community-focused programming.



**Weatherford College Board of Trustees  
Report**

**DATE:** July 10, 2025

**AGENDA ITEM #7.b.**

**SUBJECT:** Proposed 2025-26 Budget Update

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**INFORMATION AND DISCUSSION:** No material changes have been made to the proposed 2025-26 budget since the June 12, 2025 Board meeting. Final adjustments to the proposed 2025-26 budget will be made in late July before the Board workshop in August. We are waiting for final information from Parker and Wise County taxing authorities and for final salary adjustments on hiring replacement positions for the 2025-26 academic year.

**ATTACHMENTS:** None.

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Services



## Future Agenda Items or Meetings:

- August 7, 2025 – Called Meeting to hold Budget Workshop @12:30 p.m.
- August 7, 2025 – Regular Board Meeting and Propose Tax Rate @ 1:30 p.m.
- August 21, 2025 – Called Meeting to hold Public Tax Hearing and to Adopt the 2025-26 Budget @12:30 p.m.



## Upcoming Events

July 12	Children's Play: "Snow-White & Rose-Red" (Alkek Theatre, 10:00 a.m. – 11:00 a.m.)
July 13	Children's Play: "Snow-White & Rose-Red" (Alkek Theatre, 2:00 p.m. – 3:00 p.m.)
July 14	Ex-Students Lunch (Alumni House, Noon)
July 19	Children's Play: "Snow-White & Rose-Red" (Alkek Theatre, 10:00 a.m. – 11:00 a.m.)
July 20	Children's Play: "Snow-White & Rose-Red" (Alkek Theatre, 2:00 p.m. – 3:00 p.m.)
July 25-27 Aug 1-3	Marjorie Alkek Musical: "Cinderella" (Alkek Theatre, 7:00 p.m. Fri/Sat, 2:00 Sun.)



**Weatherford College Board of Trustees  
Closed Session**

**DATE:** July 10, 2025

**AGENDA ITEM:** #10.a.

**SUBJECT:** Deliberation of Real Property in Accordance with Government Code 551.072.

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**INFORMATION AND DISCUSSION:** The Board may deliberate items regarding real property in accordance with Texas Government Code 551.072.

**RECOMMENDATION:** None.

**ATTACHMENT:** None.

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**SUBMITTED BY:** Dan Carney, Chair of the Board of Trustees



**Weatherford College Board of Trustees  
Closed Session**

**DATE:** July 10, 2025

**AGENDA ITEM:** #10.b.

**SUBJECT:** Deliberation of Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee in accordance with Government Code 551.074.

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**INFORMATION AND DISCUSSION:** The Board may deliberate on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee as discussed in closed session.

**RECOMMENDATION:** None at this time.

**ATTACHMENT:** None.

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**SUBMITTED BY:** Dan Carney, Chair of the Board of Trustees



**Weatherford College Board of Trustees**

**DATE:** July 10, 2025

**AGENDA ITEM:** #11

**SUBJECT:** Consideration and Possible Action: Real Property

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**INFORMATION AND DISCUSSION:** The Board may decide to act on items that include real property.

**RECOMMENDATION:** None.

**ATTACHMENT:** None.

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**SUBMITTED BY:** Dan Carney, Chair of the Board of Trustees



**Weatherford College Board of Trustees**

**DATE:** July 10, 2025

**AGENDA ITEM: #12**

**SUBJECT:** Consideration and Possible Action: Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee in accordance with Government Code 551.074.

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**INFORMATION AND DISCUSSION:** The Board may decide to act on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee as discussed in closed session.

**RECOMMENDATION:** None at this time.

**ATTACHMENT:** None.

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**SUBMITTED BY:** Dan Carney, Chair of the Board of Trustees



Adjourn