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Agenda of Regular Meeting

The Board of Trustees
Westwood Independent School District

A Regular Meeting of the Board of Trustees of Westwood Independent School District will be held October 20, 2025, beginning at 5:30 PM in the Westwood Middle School
1801 Panther Blvd.
Palestine, TX. 75803.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. **Call to Order and Establish Quorum**
2. **Roll Call**
3. **Action Items**
   A. Board to consider and approve the agenda
4. **Closed Session**
   A. Personnel
   B. Acknowledge Professional Contracts
   C. Real Property
   D. Intruder Detection Audit
5. **Invocation**
6. **Pledge of Allegiance/ Texas Pledge**
7. **Recognition of Students and Faculty** **2**

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TOM & SOM OF OCTOBER 2025

🏫 **Westwood Primary School**

- **Teacher of the Month:** Mrs. Abena Prempeh (1st Grade)
- **Students of the Month:**
  - Pre-K – Kastyn Kennemore
  - Kindergarten – Amelia Brown
  - 1st Grade – Kamryn Young
  - 2nd Grade – Liam Maurer

🦋 **Westwood Elementary School**

- **Teacher of the Month:** Logan Moreno
- **Students of the Month:**
  - 3rd Grade – Kris McCreary
  - 4th Grade – Kinzley Walston
  - 5th Grade – Charlee Martinez

🐾 **Westwood Middle School**

- **Teacher of the Month:** Tatanesha Gray
- **Students of the Month:**
  - 6th Grade – Camryn Ferrell
  - 7th Grade – J'nyree Donnell
  - 8th Grade – Abbie Morris

🎓 **Westwood High School**

- **Teacher of the Month:** Amanda Haney
- **Students of the Month:**
  - 9th Grade – Lidia Adams
  - 10th Grade – Logan Yates
  - 11th Grade – Peyton Ronnebaum
  - 12th Grade – Dakoda Williams

8. **Recognition of Principals**
9. **Public Comments**
10. Board To Vote On Items Discussed In Closed Session
11. **Information Items**
    A. Bond & Construction Update 4

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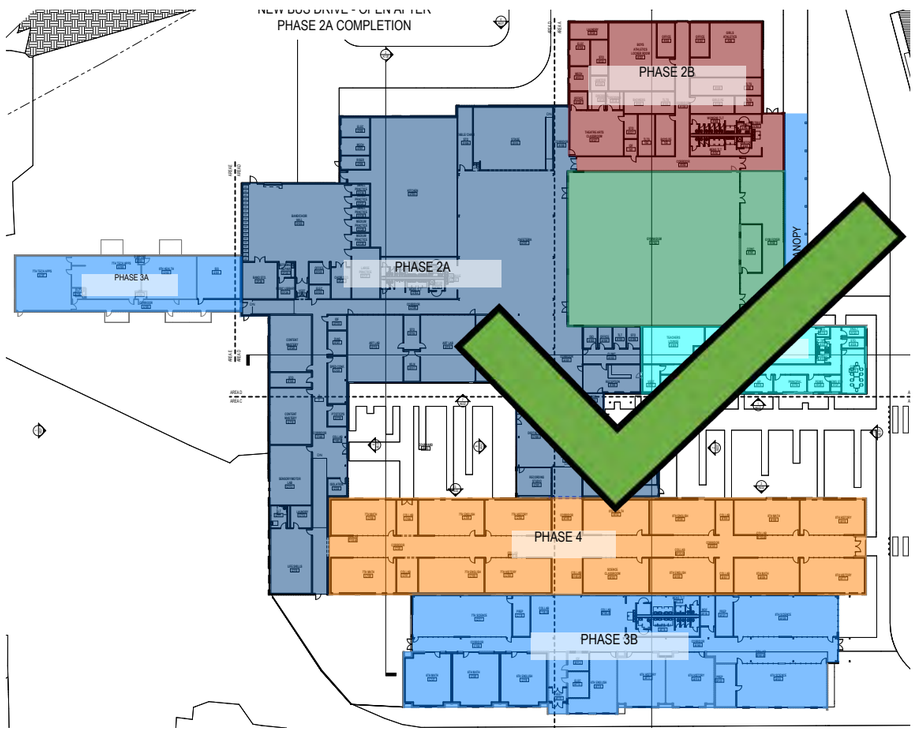
BOND UPDATE

October 20, 2025

fitzpatrick ARCHITECTS

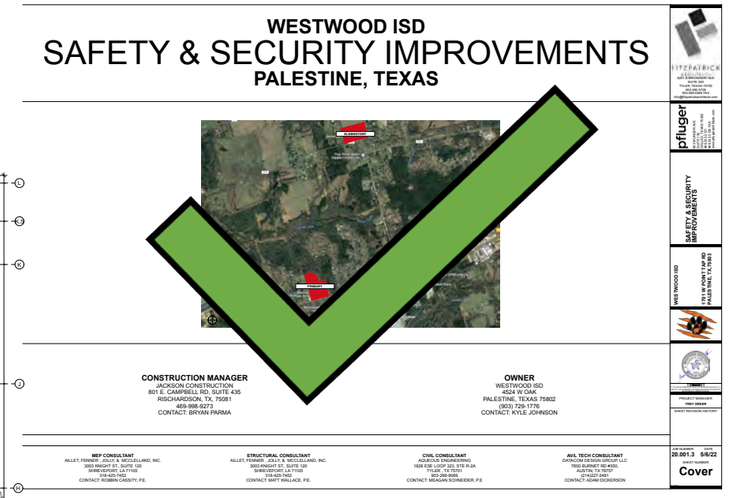
pfluger

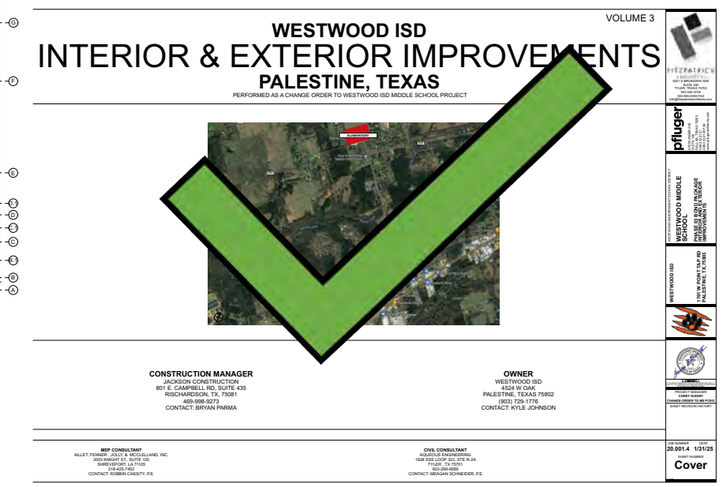
BOND CONSTRUCTION



MIDDLE SCHOOL

ADMINISTRATION





ALL PHASES COMPLETE!

MIDDLE SCHOOL

FRONT ENTRY COURTYARD

ADMINISTRATION

AERIAL

ADMINISTRATION

HIGHWAY VIEW

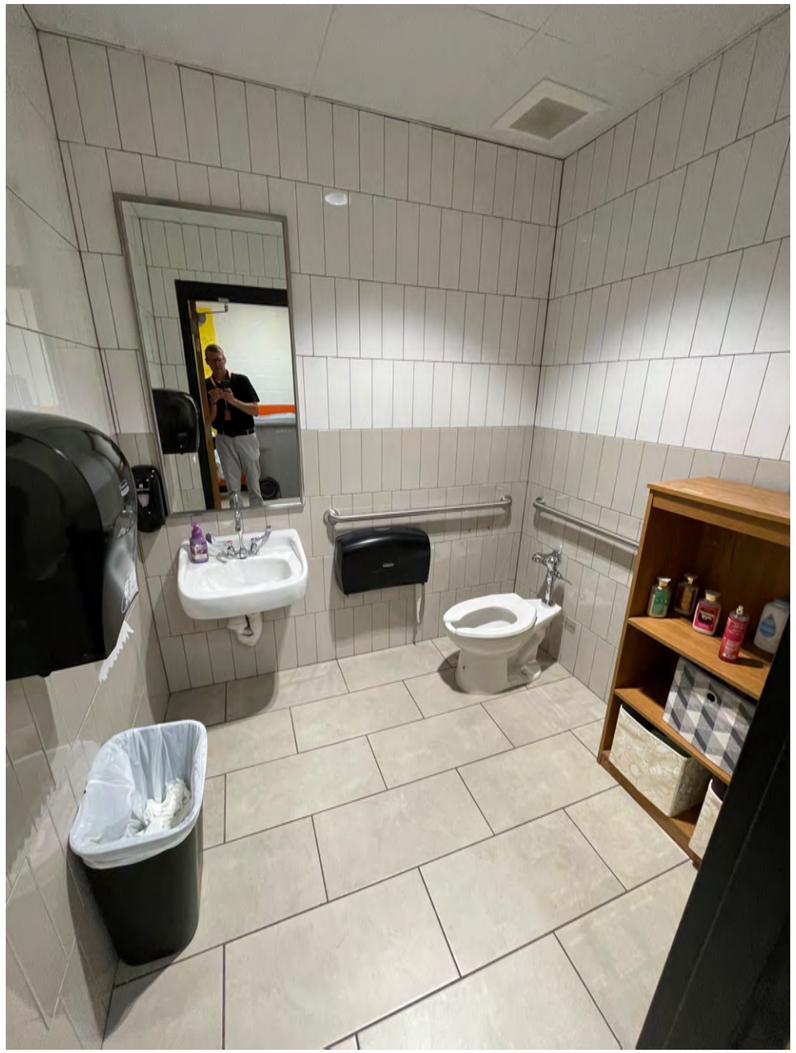
PHASE 3 – HIGH SCHOOL

RESTROOMS

PHASE 3 – HIGH SCHOOL

RESTROOMS

PHASE 3 – ELEMENTARY

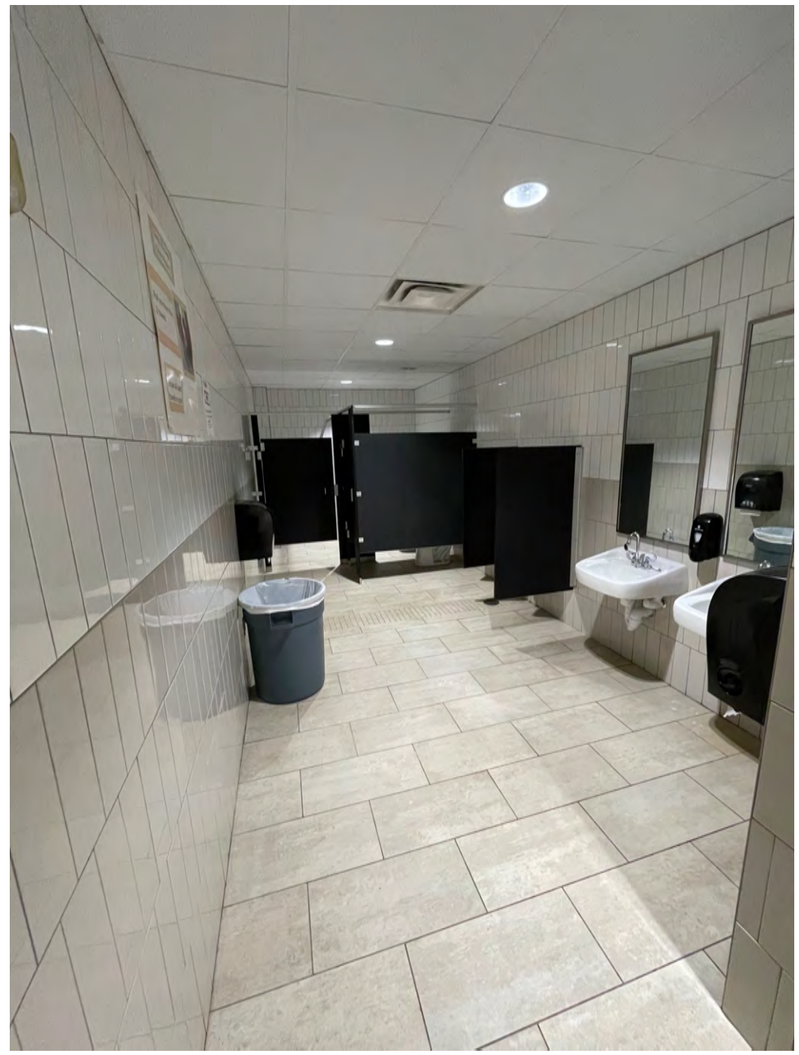


RESTROOMS

PHASE 3 – ELEMENTARY

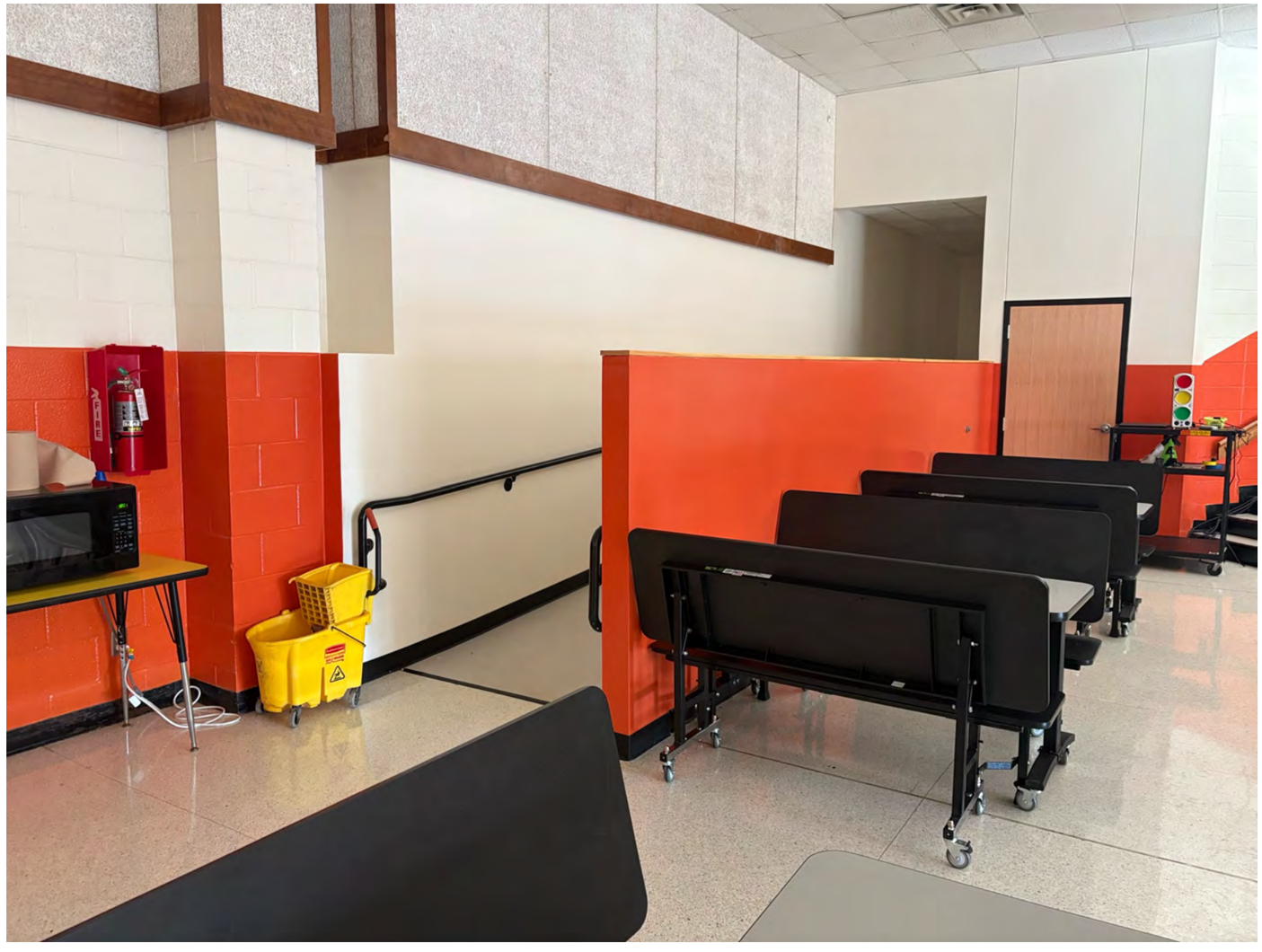
RESTROOMS

PHASE 3 – ELEMENTARY



RESTROOMS

PHASE 3 – ELEMENTARY



RAMP ACCESS TO STAGE

PHASE 3 – ELEMENTARY

PLAYGROUND ACCESS

PHASE 3 – ELEMENTARY

PLAYGROUND ACCESS

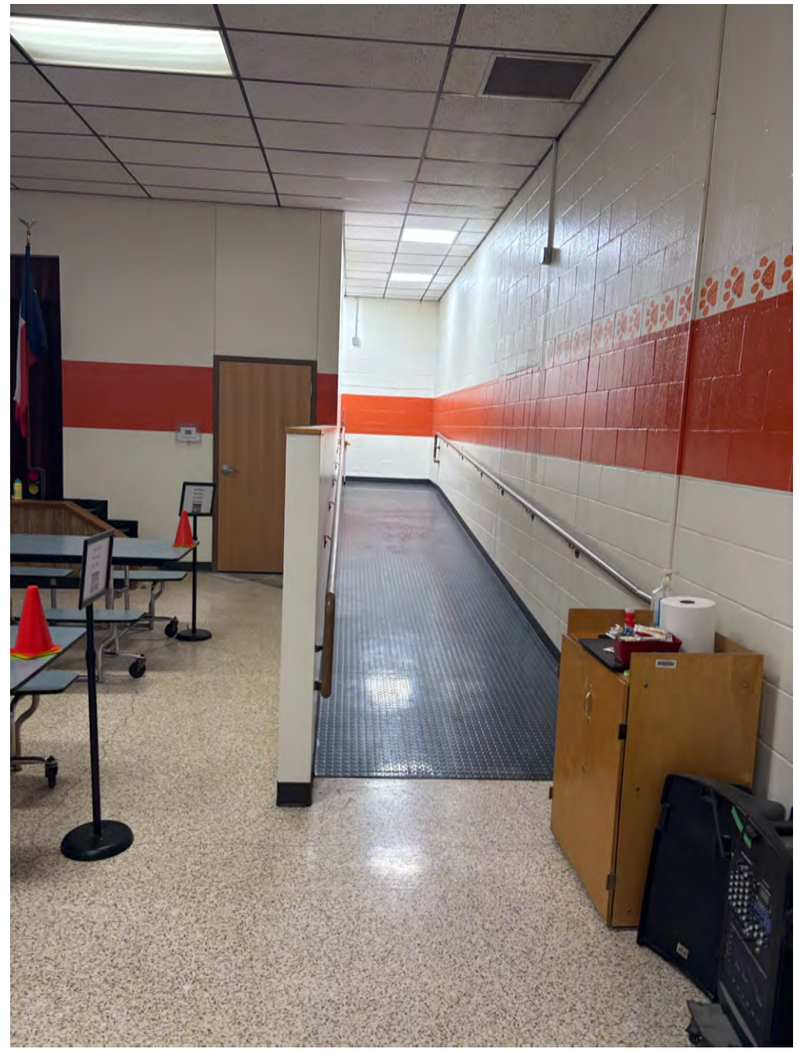
PHASE 3 – PRIMARY

RESTROOMS

PHASE 3 – PRIMARY

RESTROOMS

PHASE 3 – PRIMARY



RAMP ACCESS TO STAGE

PHASE 3 – PRIMARY

PLAYGROUND ACCESSIBILTY

PHASE 3 – PRIMARY

PLAYGROUND ACCESSIBILTY

QUESTIONS?

fitzpatrick ARCHITECTS

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B. Annual ESL Program Evaluation 24

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Westwood ISD Agenda Item Information

Meeting Date: October 20, 2025

Subject: Annual ESL Program Evaluation (2024-2025)

Administrator Responsible: Tiffany Carwell

Summary: This will serve as the required Annual ESL Program Evaluation presentation to the school board required per §89.1265.

Administration's Recommendation: Information only.

Possible Motion: No motion is needed. Information only.

Attachments: Annual ESL Program Evaluation SY 2024-2025

Board Approval Required YES X NO

Annual
English as a Second Language (ESL) Program Evaluation

Tiffany Carwell

October 20, 2025

Westwood ISD ESL Program

Instructional Support	Administrative Support
Classroom Teachers	Campus Administrators
Instructional Paraprofessionals	PEIMS Department
Campus Administrators	Language Proficiency Assessment Committee (LPAC)
Instructional Coaches	Director of Special Programs

PK-2

2-12

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#WWEnergyBus

Academic Progress in the Language of Instruction

- **Report Card Grades**
- **Grade Promotion**
- **MAP and iReady Scores**
- **State Assessment Results - Results Driven Accountability(RDA)**

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Proficiency in English

- **TEXAS English Language Proficiency Assessment System Spring 2025**
  - **Region and State Comparison**
  - **Reclassification**

- **SummitK12**

- **Imagine Language and Literacy**

- **Subjective Teacher Evaluation**

TELPAS Overview

Domains:	Reading	Writing	Listening	Speaking
Reporting Categories:	Word Meaning Basic Understanding Analyzing and Evaluating	Summarizing Analyzing	Word Meaning Basic Understanding Analyzing and Evaluating	Written Expression Grammar Usage

Composite Ratings:	Beginning	Intermediate	Advanced	Advanced High
Scale:	1.0-1.4	1.5-2.4	2.5-3.4	3.5-4.0

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2024 → 2025

Organization	Administration	Tested Cluster	Composite Rating					
			Tests Taken	Performance Levels				Average Composite Score
				Beginning	Intermediate	Advanced	Advanced High	
WESTWOOD ISD	March 2025	Grade K-2	18	11% 2 Tests	50% 9 Tests	28% 5 Tests	11% 2 Tests	2.4
WESTWOOD ISD	March 2025	Grade 3-12	64	13% 8 Tests	36% 23 Tests	45% 29 Tests	6% 4 Tests	2.4
WESTWOOD ISD	March 2024	Grade K-2	15	33% 5 Tests	27% 4 Tests	33% 5 Tests	7% 1 Test	2.0
WESTWOOD ISD	March 2024	Grade 3-12	87	7% 6 Tests	38% 33 Tests	41% 36 Tests	14% 12 Tests	2.5

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District, Region 7, and State Comparison

Organization	Administration	Tested Cluster	Composite Rating				
			Performance Levels				Average Composite Score
			Beginning	Intermediate	Advanced	Advanced High	
STATE	March 2025	Grade K-2	36% 113,776 Tests	38% 121,298 Tests	18% 57,485 Tests	9% 27,620 Tests	2.0
STATE	March 2025	Grade 3-12	12% 106,936 Tests	38% 348,661 Tests	37% 339,792 Tests	13% 113,852 Tests	2.5
REG 07 EDUCATION SERVICE CENTER	March 2025	Grade K-2	30% 1,546 Tests	45% 2,338 Tests	20% 1,041 Tests	5% 281 Tests	2.0
REG 07 EDUCATION SERVICE CENTER	March 2025	Grade 3-12	9% 1,622 Tests	38% 7,323 Tests	41% 7,774 Tests	12% 2,348 Tests	2.6
WESTWOOD ISD	March 2025	Grade K-2	11% 2 Tests	50% 9 Tests	28% 5 Tests	11% 2 Tests	2.4
WESTWOOD ISD	March 2025	Grade 3-12	13% 8 Tests	36% 23 Tests	45% 29 Tests	6% 4 Tests	2.4

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Reclassification Criteria

Components of 2024-2025 Reclassification Criteria

- TELPAS Advanced High **Composite** Score - Domains: Listening, Speaking, Reading and Writing

- Satisfactory performance on Reading/English STAAR or State Standardized Reading Assessment -regardless of Designated Supports (Accommodations)

- Subjective Teacher Evaluation

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Students who met Reclassification Criteria 2024-2025

Four students met Reclassification Criteria.

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ESL Waiver

2024-2025	2025-2026
<u>11 teachers</u> ● **Primary - 6 teachers** ● **Elementary - 1 teacher** ● **Junior High - 1 teacher** ● **High School - 3 teachers**	**<u>11 teachers</u>** ● **Primary - 7 teachers** ● **Elementary - 1 teacher** ● **Middle School - 2 teachers** ● **High School - 1 teacher**

<u>Two</u> **teachers obtained their ESL certification in the 2024-2025 SY.**

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Alternative Language Program

- Students are provided supplemental support from teachers who meet ESL certification criteria
- Teachers under the waiver and all core content teachers are provided with opportunities for ongoing professional learning to further support our students
- All teachers are provided with multiplies opportunities for professional learning and certification preparation through several means including the Region 7 ESC

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The Comprehensive Professional Development Plan

- Ongoing, job-embedded professional learning
- Region 7 workshops
- TEA online, self-paced ESL exam preparation course
- Supporting English Learners in Texas TEA webpage

Parent, Family and Community Engagement

- TEA Virtual Opportunities
- Engagement events
- Newsletters and communication sent out periodically via ParentSquare

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C. Finance Update 38

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Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: October 20, 2025

Subject: Finance Update

Administrator Responsible: Mr. Alford

Summary: 2025-26 First 6-weeks ADA/Enrollment and Summary of Finance Update.

Administration's Recommendation: This is for information purposes only.

Board Approval Required **YES** **X** **NO**

Westwood ISD

Finance and Budget Update

October 20, 2025

First 6-Weeks Student Enrollment Data

WESTWOOD ISD ENROLLMENT HISTORY AND PROJECTION					
Grade Level	22-23	23-24	24-25	25-26	
EE	5	6	2	8	
PK	82	75	75	62	
K	96	100	104	80	106.67%
1	104	102	96	95	91.35%
2	76	101	101	95	98.96%
3	111	84	106	89	88.12%
4	103	109	86	97	91.51%
5	92	98	111	77	89.53%
6	102	84	101	104	93.69%
7	97	95	92	101	100.00%
8	108	107	108	93	101.09%
9	129	121	105	107	99.07%
10	113	107	108	102	97.14%
11	107	91	109	96	88.89%
12	89	85	83	94	86.24%
Total	1,414	1,365	1,387	1,300	
				(87)	
				-6.27%	

First 6-Weeks Student ADA Data

Year	District ID	District Name	Instructional Track	First Six Weeks		Second Six Weeks		Third Six Weeks	
				ADA	PIA	ADA	PIA	ADA	PIA
2026	**1908**	**Westwood ISD**	**00,01**	**1,199.196**	**95.5%**				
2025	1908	Westwood ISD	00,01	1,290.80	95.9%	1,272.50	94.6%	1,253.000	94.5%
2024	1908	Westwood ISD	00,01	1,252.907	94.8%	1,264.370	95.8%	1,256.889	94.0%
2023	1908	Westwood ISD	00,01	1,263.944	94.8%	1,285.607	94.5%	1,283.771	94.0%
2022	1908	Westwood ISD	00,01	1,166.370	90.7%	1,224.286	95.0%	1,235.604	95.2%
2021	1908	Westwood ISD	00,01	1,002.315	92.6%	999.643	92.7%	1,009.333	92.2%
2020	1908	Westwood ISD	00,01	1,393.926	96.6%	1,389.946	95.6%	1,361.958	94.0%
2019	1908	Westwood ISD	00,01	1,453.463	96.4%	1,422.739	95.7%	1,402.500	95.6%

Year	District ID	District Name	Fourth Six Weeks		Fifth Six Weeks		Sixth Six Weeks		Refined Total	
			ADA	PIA	ADA	PIA	ADA	PIA	ADA	PIA
2026	**1908**	**Westwood ISD**							**1,199.196**	**95.5%**
2025	1908	Westwood ISD	1,190.556	91.0%	1,225.464	94%	1,225.982	94.4%	1,242.192	94.1%
2024	1908	Westwood ISD	1,240.317	93.4%	1,245.339	93.9%	1,253.945	94.0%	1,252.294	94.3%
2023	1908	Westwood ISD	1,267.955	93.5%	1,278.286	94.3%	1,272.839	94.7%	1,275.400	94.3%
2022	1908	Westwood ISD	1,170.734	90.5%	1,223.818	93.6%	1,252.630	95.2%	1,212.241	93.2%
2021	1908	Westwood ISD	1,082.389	94.0%	1,151.982	94.6%	1,144.554	94.6%	1,065.036	93.5%
2020	1908	Westwood ISD	1,375.723	94.3%	Covid-19		Covid-19		1,380.388	95.0%
2019	1908	Westwood ISD	1,373.167	93.8%	1,395.409	95.3%	1,411.543	96.1%	1,409.804	95.4%

Summary of Finance Overview First 6-weeks

- **The decrease in Enrollment and ADA is projecting that the district will potentially receive less state revenue than originally projected.**
- **Projected Enrollment vs. Actual Enrollment**
  - 1,387 Projected
  - 1,299 Actual
  - **Decrease** of 88 students
- **Projected ADA vs. Actual ADA**
  - 1,242.192 Projected
  - 1,1993.196 Actual
  - **Decrease** of 42.996 students

Summary of Finance Overview First 6-weeks

- WISD Projected State Revenue vs. SOF Projection
  - WISD Projected = $13,789,507
  - SOF Projection = $13,148,527
  - **Decrease** of $640,980
  - This is 100% driven by Enrollment and Attendance

- M&O Revenue From State
  - **Decrease** of $453,359.16
  - This projection from the SOF is based on the new $140K Homestead

Summary of Finance Overview First 6-weeks

Where do we go from here?

- Use a conservative approach to spending
- Closely monitor Enrollment and ADA each 6-weeks
- Prioritize projects

D. Curriculum Moment 46

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Westwood ISD Agenda Item Information

Meeting Date: October 20, 2025

Subject: Curriculum Moment

Administrator Responsible: Laura Jones

Summary:

This month's Curriculum Moment will provide an overview of Westwood ISD's Beginning of Year (BOY) data from MAP and i-Ready assessments, highlighting district performance trends and areas of growth. The presentation will also include a look at statewide data patterns, followed by a clear explanation of what the Texas Academic Performance Report (TAPR) represents and how it connects to state accountability. The goal is to help the Board develop a deeper understanding of how these data sources inform curriculum decisions, instructional priorities, and student achievement across the district.

Administration's Recommendation:

Board Approval Required **YES** **NO**

Curriculum Moment

E. Proud Panther 48

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Westwood ISD Agenda Item Information

Meeting Date: October 20, 2025

Subject: Proud Panther

Administrator Responsible: Wade Stanford

Summary: The purpose of the Proud Panther is to recognize Westwood Independent School District alumni, staff, volunteers, and other individuals who have distinguished themselves by their contributions to the school district and the community. The nomination guidelines are attached.

Administration's Recommendation: N/A

Board Approval Required YES X NO

The purpose of the Proud Panther is to recognize Westwood Independent School District alumni, staff, volunteers, and other individuals who have distinguished themselves by their contributions to the school district and the community.

Nomination Criteria
An individual may be considered for nomination for inclusion in the Proud Panther Hall of Recognition if the following criteria have been met:

Student: There is a ten-year waiting period from the time of their WHS graduation.

Administrator: May be considered anytime - post retirement or leaving the District.

Donor: May also be considered.

Supporter: People who have greatly contributed to the Westwood High School community will be eligible for induction

Staff member: Must have been removed from their employment with the Westwood Independent School District for a minimum of three years prior to nomination and whose efforts have contributed significantly to the Westwood Community School District.

Graduate (Alumnus): May be eligible for nomination ten years following graduation and whose accomplishments have been recognized as significant since their graduation to the Westwood Independent School District and the community.

Community Member: Individuals who may or may not have been a graduate of the Westwood High School, but who have made a significant contribution, which helped make the Westwood Independent School District a better place for children.

A nominee may be living or deceased. Each person nominated must be or was of outstanding character and able to serve as a positive, inspiring role model to young people and our community.

Recognition as a distinguished Proud Panther shall be limited to those individuals, retired, living or deceased, and have made significant accomplishments in one or both of the following areas while maintaining high standards in personal integrity and character:

- An outstanding leader in his/her field
- Significant contributions to the District and whose virtues or characteristics will serve as role models to students, staff, and the community.
- Significant contribution to public education or has made some significant connection with the District either as a student, an alumnus, as staff member, an administrator, a donor, or a supporter.
- Substantial contributions to his or her field of endeavor or to society in general.
- Service to his/her community through local, state, and national organizations
- Outstanding contribution to the Westwood Independent School District or our community through partnership, leadership, monetary contribution, or volunteer service.

Nomination Process
Any adult who resides within the Westwood Independent School District may make a nomination. The completed nomination form must be returned to the Office of the

Superintendent no later than December 15th of that year. The nominating individual should include supporting documentation such as records, newspaper clippings, tapes, and letters of support with the nomination form.

1. Provide biographical, geographical, or regional/environmental data to support the nomination. In order to be considered by the nominating committee, a nomination form must be completed and include the following:
    - Description of career and professional achievements.
    - List of volunteer and philanthropic activities.
    - Recognition and awards received from local, state, and national level.
    - Supplemental materials such as news clippings, letters of recommendation, and/or other printed resources should be attached for consideration during the selection process by the nominator.

2. State what significant contribution or symbolism the person, event, place, or area has made to education or to the local community.

F. Discuss oil and gas lease 52

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Westwood ISD Agenda Item Information

Meeting Date: October 20, 2025

Subject: Oil and Gas Lease

Administrator Responsible: Chris Alford

Summary: Present and discuss a secondary oil lease on the Edna Tucker Tract

Administration's Recommendation and Possible Motion: This item is for information purposes only. No Action Needed.

Board Approval Required ___ YES ___X___ NO

TMH Land Services, Inc.
ORDER OF PAYMENT
New Paid Up

Date: **July 14, 2025**

Upon receipt of the properly executed Oil, Gas and Mineral Lease and W-9 Forms, TMH Land Services, Inc., (sometimes referred to herein as "Lessee"), or its agent on behalf thereof, will make payment as indicated herein by legal tender to the Lessor as indicated below.
IT IS AGREED THAT, SUBJECT TO SATISFACTORY COMPLETION AND REVIEW OF MINERAL TITLE, LESSEE WILL MAKE PAYMENT TO LESSOR FOR ANY BONUS CONSIDERATION DUE WITHIN 60 BUSINESS DAYS OF RECEIPT OF THIS ORDER OF PAYMENT BY LESSEE. HOWEVER, NO DEFAULT SHALL BE DECLARED FOR FAILURE TO TIMELY OR COMPLETELY MAKE PAYMENT UNTIL 15 DAYS AFTER PAYEE PROVIDES LESSEE A WRITTEN NOTICE FROM PAYEE OF INTENTION TO DECLARE SUCH DEFAULT AND SUCH DEFAULT IS NOT CURED ON OR BEFORE THE 15TH DAY AFTER RECEIPT OF SUCH NOTICE TO LESSEE.

PAY TO: **Westwood Independent School District**
4524 West Oak Street
Palestine, Texas 75801

TAX ID OR SS#:

TELEPHONE #: 903-729-1776 EMAIL: cealford@westwoodisd.net

THE AMOUNT OF: **Two Hundred Fifty and 00/100 Dollars PER NET MINERAL ACRE**
(Estimated) 40.16400000 X $500 = $20,082.00 **
**subject to title approval which may be proportionately reduced or increased, as further defined below.

Gross Ac More or Less	**Brief Legal Description of Tracts**	**Estimated Interest**	**Net Mineral Acres**
205.04	205.04 acres, m/l, in the Daniel Parker, Jr. Survey, A-52 and the James Madden Survey, A-39 Anderson County, TX, being described in as TRACT ONE (14999, 852797, 65525, 826710 etc)	0.15000000	30.75600000
62.72	62.72 acres, m/l, in the James Madden Survey, A-39 Anderson County, TX, being described in as TRACT TWO (15004, 15005, 15006, 838060)	0.15000000	9.40800000

Project Name: Tucker
Total Gross Acres: 267.76
Total Net Acres: 40.16400000

(Lease Status) New: X Renewal:

Primary Term: 3 Years
Rental Period: July 14, 2025 to July 14, 2028

This is a proposed payment in full for the Primary Term and Rental Period stated above for a Paid-Up Oil, Gas and Mineral Lease, subject to any development provisions provided for in Lessor's properly executed Oil, Gas and Mineral Lease in favor of Lessee.

If Lessee receives evidence that Lessor does not have title to all or any part of the rights to the parcels above identified, Lessee may immediately withhold payments, or any portion thereof, that would otherwise be due and payable hereunder to Lessor until the adverse claim is fully resolved to the satisfaction of Lessee and this Lease shall remain valid and in full force and effect during any such period that payments are withheld, notwithstanding anything to the contrary contained herein. If Lessor owns more or less than the interest defined herein, Lessee may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to actual interest owned by Lessor; or in the case of a lesser interest, may surrender the lease without payment of any consideration whatsoever to Lessor. **The undersigned agrees the Oil, Gas and Mineral Lease executed in favor of Lessee is valid and in effect during the term of this Order of Payment, and shall not execute an agreement in direct conflict with the same.**

Lessor Signature _____ Date: _____

Completed by:
John Henkhaus, Agent for TMH Land Services, Inc.

Note: If more than one person is listed on the same check, the first person named on the check will be forwarded a Form 1099, if required, for tax purposes. If you have questions regarding this, please contact Lessee

PRODUCERS 88 (7-69) Paid Up
With 640 Acres Pooling Provisions

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14th day of July 2025 between**, Westwood Independent School District,** Lessor (whether one or more), whose address is 4524 West Oak Street, Palestine, Texas 75801, and **TMH Land Services, Inc.**, Lessee, whose address is 1806 Avenue D, Suite 107, Katy, TX 77493.

WITNESSETH:

1. Lessor, in consideration of ten and more Dollars (+$10.00), receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of **ANDERSON,** State of **TEXAS**, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF LANDS COVERED HEREBY.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **267.76** acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus, as lump sum consideration, for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **THREE (3) YEARS** from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than one hundred and eighty (180) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)**part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)**of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by lessee, **one-fifth (1/5)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-ins, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety-day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were
producing, and may be deposited in the _____ **PAY DIRECTLY TO LESSOR** _____Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more par-ties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownership's thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10 % acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no

operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR(S):

Westwood Independent School District

_____

By: _____ as _____
of Westwood Independent School District

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

This instrument was acknowledged before me on this the _____ day of _____**, 2025,** by _____, as _____ of Westwood Independent School District.

_____
NOTARY PUBLIC, STATE OF TEXAS

ADDENDUM

Attached to and made a part of the certain Paid up Oil, Gas And Mineral Lease by and between **TMH Land Services, Inc.,** as Lessee and **Westwood Independent School District,** as Lessor, dated **July 14, 2025**

12. In the event of a conflict between the terms of the printed form of this lease and this addendum, the terms of this addendum shall control.

13. Lessee is hereby given the option to extend the primary term on all or a portion of the acreage covered by this lease, for an additional three (3) years from the expiration of the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of Five Hundred dollars (**$500.00**) per net mineral acre. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of six (6) years. In the event this lease is being maintained by any provision hereof at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within to exercise this option.

14. In the event a portion or portions of the lands described in this lease are pooled or unitized under the terms of this lease or under the rules of any government agency having or claiming jurisdiction hereunder, with other lands or leases so as to a pooled unit(s) or unitized unit(s), then this Lease shall expire three (3) years after the expiration of the primary term as to all acreage not included within the surface boundaries of such unit(s).

15. If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease covering all or part of the aforesaid lands, Lessee shall have the continuing option by meeting any such offer to acquire such lease. Any offer must be in writing, and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the lease. Lessee shall have fifteen (15) business days after receipt. from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) business days period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer.

16. Notwithstanding anything herein to the contrary, pooled units for horizontal drainholes may include up to the amount of acreage permitted to be assigned to a drilling proration unit, or to be assigned for the purpose of allocating allowable, or to conform to a well spacing or density pattern, as any of the foregoing may be authorized or permitted for a horizontal well by any governmental authority having jurisdiction to do so. Horizontal drainhole shall mean a horizontal completion that is classified as either an oil well or gas well. The term "horizontal completion" shall mean an oil well or gas well in which the horizontal component of the gross completions interval exceeds one hundred fifty feet (150') in length.

17. It is understood and agreed that this lease covers only oil, gas and other associated hydrocarbons, including sulphur and such other "minerals" that might be produced in association with the normal production of said products. All other minerals including coal, lithium and lignite being herein excepted and reserved unto Lessor.

18. It is understood and agreed that at the end of the primary term if this lease or upon expiration of any extension or renewal, or after cessation of operations as provided herein, whichever occurs last, Lessee shall release all rights lying one thousand feet (1000') below the base of the deepest producing horizon, and such rights held one thousand feet (1000') below the base of the deepest producing horizon shall remain in effect for three (3) years. After said 3 year period, all rights lying three hundred feet (300') below the deepest producing horizon shall then be released and no longer a part of this lease agreement After any depth termination herein, Lessor and Lessor's heirs or assigns shall have the right to prospect or drill for, develop, produce, extract and take therefrom all oil, gas and/or other minerals from such depths and horizons not remaining in force pursuant to the terms of this Lease, and any subsurface easement necessary for such operations shall be reserved by Lessor herein so long as such subsurface easement does not directly interfere with Lessee's operations hereunder.

19. Within sixty (60) days after Lessee receives written request from Lessor, Lessee or any assignee thereof must furnish Lessor, or Lessor's heirs or assigns, with a recorded or recordable release of this lease or such portions and/or depths which have been forfeited by Lessee or its assigns under the terms of this lease agreement.

20. Notwithstanding any provisions hereof to the contrary, it is expressly agreed and understood that Lessee's rights to maintain this lease in force after the expiration of the primary term hereof by payment of shut-in gas royalty under

Paragraph Three (3) shall be limited to recurring periods after the primary term not to exceed twenty-four (24) months in the aggregate.

21. This Lease represents the entire agreement between Lessor and Lessee with respect to the Leased Premises and shall supersede and replace all prior agreements, both oral and written, between the parties hereto. This Lease may be amended only by a subsequent written instrument executed by both Lessors and Lessee.

22. Lessor and Lessee hereby agree to execute a "Memorandum of Oil, Gas and Mineral Lease" to be recorded in the Official Records of Anderson County, Texas, and that this Oil, Gas and Mineral Lease shall not be otherwise recorded or published.

Signed for identification by:

Westwood Independent School District

_____
By: _____ as _____
of Westwood Independent School District

EXHIBIT "A"

Attached to and made a part of the certain Paid up Oil, Gas And Mineral Lease by and between **TMH Land Services, Inc.,** as Lessee and **Westwood Independent School District.** as Lessor, dated **July 14, 2025.**

267.76 acres of land, more or less, situated in the Daniel Parker, Jr. Survey, A-52, and the James Madden Survey, A-39, Anderson County, Texas, being described as Two (2) Tracts of land as follows:

Tract 1: 205.04 acres of land, more or less, located in the Daniel Parker, Jr. Survey, A-52, and the James Madden Survey, A-39, Anderson County, Texas, and being all of that certain 215.02 acres of land, more or less, more particularly described as the "FIRST TRACT" in that certain Warranty Deed With Vendor's Lien dated September 17, 1975, from Alan C. Fitzgerald, Trustee for Willie Mae Tucker, et al to Kendall A. West and Douglas B. Moore, recorded in Volume 842, Page 652 of the Deed Records of Anderson County, Texas;

LESS AND EXCEPT: 9.25 acres of land, more or less, and being more particularly described in that certain Deed dated March 29, 1926, from Douglas Tucker to Edna Tucker, recorded in Volume 164, Page 117 of the Deed Records of Anderson County, Texas;

FURTHER LESS AND EXCEPT: 0.23 acres of land, more or less, and being more particularly described in that certain Warranty Deed dated April 18, 1953, from John J. Redwine and wife, Norma Redwine to Edna Tucker, et al, recorded in Volume 454, Page 278 of the Deed Records of Anderson County, Texas;

FURTHER LESS AND EXCEPT: 0.50 acres of land, more or less, and being more particularly described in that certain Quit Claim Deed dated July 10, 1941, from Long Lake Production Company to Mrs. Edna Tucker, recorded in Volume 323, Page 532 of the Deed Records of Anderson County, Texas;

LEAVING: 205.04 acres of land, more or less, described herein.

Tract 2: 62.72 acres of land, more or less, out of the James Madden Survey, A-39, Anderson County, Texas, and being all of that certain 91.72 acres of land, more or less, out of the James Madden Survey, A-39 and in conflict with the John Adams Survey, A-2, Anderson County, Texas, and being more particularly described as "SECOND TRACT" in that certain Warranty Deed with Vendor's Lien dated September 17, 1974 from Alan C. Fitzgerald, Trustee for Willie Mae Tucker et al, to Kendall A. West and Douglas B. Moore, recorded in Volume 842, Page 652, Deed Records of Anderson County, Texas; SAVE AND EXCEPT: 29.0 acres of land, more or less, out of the John Adams Survey, A-2, Anderson County, Texas, and being more particularly described in that certain Oil and Gas Lease from Mrs. Edna Tucker et al, to J. H. Reagan et al, dated November 30, 1932, recorded in Volume 218, Page 412, Deed Records of Anderson County, Texas.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF ANDERSON	§	

THAT **Westwood Independent School District,** (hereinafter referred to as "Lessor") whose address is 4524 West Oak Street, Palestine, Texas 75801 and **TMH Land Services, Inc.,** whose address is 1806 Ave D., Suite 107, Katy, TX 77493 (hereinafter referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease, dated **14th** day of **July**, **2025** (hereinafter referred to as the "Lease"), under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject to each and all of the other terms and provisions thereof), for the sole and only purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil and gas, laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, from the land situated in **ANDERSON** County, **TEXAS**, being more fully described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF LANDS COVERED HEREBY.

Subject to the other terms and provisions thereof, including acreage and deep rights releases, the Lease provides for a primary term of **3 Years**, from the effective date thereof with an option to extend, on or before the end of the primary term, for an additional 3 years and should this option be exercised, at Lessee's sole election, it shall be considered for all purposes as though this lease originally provided for a primary term of five (6) years.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of this Memorandum of Oil, Gas and Mineral Lease.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2025.

LESSOR:

Westwood Independent School District

_____

By: _____ as _____
of Westwood Independent School District

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

This instrument was acknowledged before me on this the _____ day of _____**, 2025,** by _____, as _____ of Westwood Independent School District.

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Attached to and made a part of the certain Memorandum of Oil, Gas And Mineral Lease by and between **TMH Land Services, Inc.**, as Lessee and **Westwood Independent School District.** as Lessor, dated **July 14, 2025**

267.76 acres of land, more or less, situated in the Daniel Parker, Jr. Survey, A-52, and the James Madden Survey, A-39, Anderson County, Texas, being described as Two (2) Tracts of land as follows:

Tract 1: 205.04 acres of land, more or less, located in the Daniel Parker, Jr. Survey, A-52, and the James Madden Survey, A-39, Anderson County, Texas, and being all of that certain 215.02 acres of land, more or less, more particularly described as the "FIRST TRACT" in that certain Warranty Deed With Vendor's Lien dated September 17, 1975, from Alan C. Fitzgerald, Trustee for Willie Mae Tucker, et al to Kendall A. West and Douglas B. Moore, recorded in Volume 842, Page 652 of the Deed Records of Anderson County, Texas;

LESS AND EXCEPT: 9.25 acres of land, more or less, and being more particularly described in that certain Deed dated March 29, 1926, from Douglas Tucker to Edna Tucker, recorded in Volume 164, Page 117 of the Deed Records of Anderson County, Texas;

FURTHER LESS AND EXCEPT: 0.23 acres of land, more or less, and being more particularly described in that certain Warranty Deed dated April 18, 1953, from John J. Redwine and wife, Norma Redwine to Edna Tucker, et al, recorded in Volume 454, Page 278 of the Deed Records of Anderson County, Texas;

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G. Policy Update 64

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Westwood ISD Agenda Item Information

Meeting Date: October 20, 2025

Subject: Policy Update

Administrator Responsible: Wade Stanford

Summary: TASB has provided recommended updates for local policy EFB, FD, FM, and FNCE. This is the 1st Read with no action to be taken. This agenda item will be considered at the November meeting.

Administration's Recommendation: N/A

Board Approval Required YES X NO

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

Collection Development Policy

In this policy, "library materials" is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.

3. Include accurate and authentic factual content from authoritative sources.

4. Have a high degree of potential user appeal and interest.

5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation and Procurement of Materials

Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall develop recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

7. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.

8. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.

9. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.

10. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

11. Recommendations from students, parents or guardians, teachers, and District residents.

12. Consultation with District teachers and library staff.

13. Consultation with library staff from other districts.

14. Extensive review of the library material.

15. Context of the library material, including overall fit within the existing collection and support of District curriculum.

16. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

17. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

The Board shall consider the list of library materials that have been donated or proposed by the administration for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and Proposed Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

Access Procedures

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from Inappropriate Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material"; any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a website, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Challenge of Library Material

A District employee, a parent or guardian of a District student, or District resident may challenge library material maintained in the District's library program.

Guiding Principles

The following principles shall guide the review of a challenge of library material:

18. An individual may challenge library material used in the District's library program, despite the fact that the professional staff and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.

19. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Informal Challenge

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian

or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and the form to request a formal challenge of the library material.

Formal Challenge

The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

After a challenge form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

Challenge Committee

The Superitendent shall appoint a challenge committee and notify committee members in accordance with administrative procedures.

The challenge committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

The District shall provide members of the committee the relevant materials to review in accordance with the deadlines established in administrative procedures and in accordance with law.

Any meeting of the committee must comply with the meeting requirements under Education Code 33.025(g) and (h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be

available in the library. The committee shall prepare a written report of its findings.

The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the committee's report.

Appeal

An individual who submitted a challenge may appeal the decision to the Board. The individual must provide the notice of appeal in accordance with administrative procedures.

The Board shall hear the appeal and render a decision in accordance with the timelines established in law.

When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.

Frequency of Review

After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.

Removal of Library Materials

If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

Gifts and Donations

The Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

Students Not Enrolled

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

Extracurricular Activity Absences

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board. A student shall be allowed in a school year a maximum of ~~ten~~ 10 extracurricular absences not related to post-district competition, a maximum of five absences for post-district competition prior to state, and a maximum of two absences for state competition.

With prior approval from the campus principal, an additional five extracurricular absences may be allowed for participation in post-district competition.

For eligibility of a private school student, including a homeschool student, to participate in extracurricular activities, see FD(LOCAL).

Use of District Facilities

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

Note: For searches of personal communication devices or other personal electronic devices, see FNF.

Personal Communication Devices

A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.

A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee shall confiscate a student's personal communication device that is used in violation of this policy or any applicable regulations.

The District shall not dispose of the personal communication device. The District shall provide appropriate notice, and devices that are not retrieved shall be stored according to administrative regulations.

Exceptions

A student shall be authorized to use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;
2. The student's use is required due to a documented need based on a directive from a qualified physician; or
3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.

Implementation

The Superintendent shall develop regulations to implement this policy.

Compliance

Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

H. Policy Review

12. **Action Items**

A. Consider and take possible action to appoint a representative to serve on the Anderson County Appraisal District Board of Directors for the 2026–2027 term. 79

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ANDERSON COUNTY APPRAISAL DISTRICT

801 N. Perry Street
P.O. Box 289
Palestine, TX 75801

Phone: 903-723-2949
Fax: 903-723-5990
www.andersoncad.net

September 11, 2025

Mr. Wade Stanford
Westwood ISD
4524 W Oak Street
Palestine, TX 75801

Dear Mr. Stanford,

The term of office your Board of Director representative is currently serving for the Anderson County Appraisal District expires on December 31, 2025.

According to Section 6.03 of the Texas Property Tax Code, your jurisdiction will need to adopt a resolution appointing a member for the 2026-2027 term and provide a copy of the resolution to the Chief Appraiser.

In order to complete all the necessary paperwork prior to January 1, please notify us of the appointment as soon as possible.

If you have any questions, please feel free to contact me.

Sincerely yours,

Quintin Baack

Quintin Baack
Chief Appraiser

B. Consider and take possible action to approve the Tyler Regional Day School Program for the Deaf Shared Service Agreement for 2025–2028. 81

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TYLER REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICE AGREEMENT

Tyler Independent School District (TISD), an accredited kindergarten through grade twelve (12) school district, shall provide a Regional Day School Program for the Deaf (RDSPD) as described herein under the authority of Education Code § 29.007 and Texas Government Code §791.001 et seq., as the Tyler Regional Day School Program for the Deaf (Tyler RDSPD) acting as fiscal agent, for students in the following member districts:

Anderson County Special Education Cooperative (Cayuga, Elkhart, Frankston, Murchison, Neches, and Slocum ISDs), Bullard ISD, Chapel Hill ISD, Brownsboro ISD, Jacksonville ISD, Lindale ISD, Palestine ISD, Rusk County SSA (Carlisle ISD, Laneville ISD, Leverett's Chapel ISD, and Overton ISD), Tyler ISD, Troup/Arp Special Education Cooperative (Troup ISD, Arp ISD), Van ISD, Canton ISD, Grand Saline ISD, Edgewood ISD, Martins Mill ISD, Fruitvale ISD, Westwood ISD, Whitehouse ISD, Winnsboro ISD, Winona ISD, and Wood County Cooperative (Alba-Golden, Quitman, Hawkins, Mineola, Yantis ISDs), (hereinafter "Member Districts", agree to cooperatively operate the Regional Day School Program for the Deaf under the authority of the Texas Education Code §29.007 as provided below. Member districts and fiscal agent agree that:

GENERAL COVENANTS AND PROVISIONS

1.1 The Tyler RDSPD SSA will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. §1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. §794; the American with Disabilities Act, 42 U.S.C § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; TEA's Financial Accountability System Resource Guide Volume 13, section 1.3; and the Tyler RDSPD SSA policies and administrative guidelines approved by the Management Board, if any.

1.2 The Member Districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The purpose of this written contract is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing. It is agreed and understood that any student who has a hearing loss which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for

1.4 PEIMS student data will be reported to TEA by the District in which the student is enrolled and receiving RDSPD services. The district that submits PEIMS student data will be considered the district of accountability for all state performance measure considerations. The Fiscal Agent and Member Districts must provide a PEIMS 011 record. Member Districts shall indicate the fiscal agent county district number (212-905) in the E0777 data element on the PEIMS 011 record.

1.5 Special education services for deaf or hard of hearing children will be continuously improved as necessary to meet Texas Education Agency requirements and the effectiveness of the special education services for the deaf or hard of hearing will be evaluated as a part of the annual performance report.

1.6 The SSA will operate under the direction of a formal management board.

MANAGEMENT BOARD

2.1 The Tyler RDSPD will be governed by a management board (the "Tyler RDSPD Board") composed of the Special Education Directors/Coordinators, or their designees, for the participating Member District.

2.2 The designee of the Fiscal Agent will serve as chairperson of the Tyler RDSPD Board and the chairperson shall designate a person or persons to maintain minutes of each Management Board meeting.

2.3 Actions shall require the majority quorum approval of the Tyler RDSPD Board at specified annual meeting or through electronic voting.

2.4 The Tyler RDSPD Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared service agreement. Unless otherwise designated, the meetings will be held by June 1. Special meetings may be called by the Chairman or the Coordinator of Tyler Regional Day School Program for the Deaf. Members of the Tyler RDSPD Board may submit requests for special meetings to the Chairman or the Coordinator.

2.5 The Tyler Regional Day School Program for the Deaf SSA administrator, on behalf of the Fiscal Agent, may purchase goods and services necessary to administer and operate the Regional Day School Program for the Deaf.

2.6 The role and responsibility of the Management Board shall be to act in an advisory capacity to the Fiscal Agent.

FISCAL AGENT

3.1 Tyler Independent School District shall serve as the Fiscal Agent. Tyler ISD acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through grade 12. The Fiscal Agent, as a Member District, is subject to Member District responsibilities.

3.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the adopted budget. The Fiscal Agent shall provide accounting services, reports, Tyler RDSPD records, suitable facilities for special education administrative and support staff and shall perform any other responsibilities required by all Tyler RDSPD staff. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain effort.

3.3 The Fiscal Agent will account for salaries and expenses of all Tyler RDSPD personnel; Tyler RDSPD operating expenses; IDEA, Part B funds; Part C funds; and in-kind contributions. The Fiscal Agent will maintain personnel records and payroll systems for all Tyler RDSPD staff.

3.4 The Fiscal Agent will prepare and submit, on behalf of the Tyler RDSPD, any reports or applications required by federal or state law.

3.5 The Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require ADA compliance by each service provider.

3.6 The Fiscal agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Tyler RDSPD by January 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 one year preceding the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Tyler RDSPD accounts, the transfer of Fiscal Agent status will become effective July 1 of the last fiscal year.

3.7 Should the Fiscal Agent cease to serve, for any reason, the Tyler RDSPD Board will, by majority vote of a quorum, appoint another Member District as Fiscal Agent.

3.8 Should a Local Education Agency (LEA) seek to become a Member District of the Tyler RDSPD SSA, a written request must be provided to the Program Coordinator for consideration. The Program Coordinator will submit notice of request to the Management Board for review. A motion will be made to accept or deny the requesting district into Tyler RDSPD SSA. A quorum vote may be obtained via electronic or written submission. Upon approval of the Management Board, the reconfiguration shall be submitted to each Member District Board or Trustees for approval.

PERSONNEL

4.1 The chief administrator of the Tyler RDSPD will be the Program Coordinator, who will be recommended for employment to the Board of Trustees of the Fiscal Agent. The Coordinator shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, recommendations for employment of Tyler RDSPD staff, and approved budgeted expenditures consistent with Tyler ISD policy are within the authority of the Program Coordinator.

4.2 Tyler RDSPD employees are employed by the Fiscal Agent and are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any Tyler RDSPD SSA operating guidelines and procedures. Additionally, the Fiscal agent retains final hiring and termination authority regarding employment of Fiscal Agent personnel.

4.3 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent with whom the employee has a contractual or employment relationship.

MEMBER DISTRICTS' GENERAL OBLIGATIONS

5.1 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal and student records for the Tyler RDSPD operations.

5.2 Each Member District agrees to accurately report PEIMS student data and indicate the Fiscal Agent County district number on the PEIMS 011 record or future equivalent.

5.3 Student PEIMS reporting will be made by the Member District the student attends.

5.4 A Member District may withdraw from the Tyler RDSPD by notifying the other Member Districts of its intention to withdraw by December 1 preceding the last fiscal year the Member District intends to remain in the Tyler RDSPD. Upon delivery of such notice, the Member's withdrawal from Tyler RDSPD SSA shall be effective July 1 of the last fiscal year. The withdrawing Member District shall return any supplies, equipment, or fixtures in its possession, purchased with SSA funds, to the Tyler RDSPD offices, prior to or by the effective July 1 of the last fiscal year. Upon withdrawal of an individual Member District, the funds due the withdrawing Member District, after charges and liabilities, shall be calculated and the withdrawing Member District's share, if any, shall be distributed based on its proportionate share.

5.5 Each Member District shall be responsible for the employment of interpreters serving deaf or hard of hearing students attending school in the home district.

5.6 Each Member District will purchase assistive technology for deaf or hard of hearing students attending school in their home district.

5.7 Cost of residential placement for each child shall be the sole responsibility of the Member District of which the student is a legal resident with no joint or several liability of member districts.

NONMEMBER PARTICIPATION:

6.1 The Tyler RDSPD may provide services to students of any district that is not a member of the Tyler RDSPD SSA or to any Member District who has a student that is not enrolled in the Tyler RDSPD conditioned upon said district contracting and agreeing to pay for said services by executing a contract in the form as attached hereto as Exhibit A.

6.2 In order for services to continue for the following year, the district shall submit a written request, by January 10 of the current year, to be added as a Member District into the Tyler RDSPD SSA. Upon approval, the requesting LEA must provide verification of Board of Trustees approval of Tyler RDSPD SSA contract and the acceptance of the LEA as a Member District must be approved by the Fiscal Agent's Board of Trustees. Fiscal Agent will notify TEA of any changes to the Tyler RDSPD SSA on or before February 1of the current year. Procedures will be followed as mentioned in Section 3.8 herein.

FISCAL AND MEMBER DISTRICT RESPONSIBILITIES:

7.1 The Tyler RDSPD will operate on a budget prepared by the Program Coordinator and Fiscal Agent Special Education Director and approved by the Fiscal Agent's Board of Trustees.

7.2 The Fiscal Agent shall be responsible for submitting the Tyler RDSPD proposed budget to Member Districts by June 30. Invoices for services will be distributed on or before December 1.

7.3 Member Districts will be charged a consult fee for services based on ARD representation for students that do or do not meet eligibility criteria.

7.4 Member Districts will be charged a fee for services that are collaborative, consult, and/or direct that exceed 90" per semester.

7.5 Tyler RDSPD will provide annual, three-year evaluations, Audiological Evaluations, Otological Evaluations, Communication Assessments, and other special evaluation requests as deemed necessary by an Admission, Review & Dismissal Committee for students receiving direct daily services at Tyler RDSPD Fiscal Agent site-based locations.

7.6 For students who remain in the Member District for itinerant services, the Member District is responsible for Audiological Evaluations, Otological Evaluations.

7.7 For students who remain in the Member District for initial evaluation, re-evaluation or special evaluation request as a potential or existing student in need of specialized instruction that is deaf or hard of hearing, Tyler RDSPD will work directly and collaboratively with respective diagnosticians and/or campus staff to write and complete

DHH evaluations. This is to include all areas of the evaluation related to implications of hearing loss. This is not to include procurement or obtainment of Audiological and/or Otological Evaluations. Member District employed Speech Language Pathologists will be responsible for securing evaluations in expressive language, receptive language, and articulation as requested within the evaluation plan. Member District Speech Language Pathologists and Tyler RDSPD team member will work collaboratively to complete requested DHH evaluations.

7.8 Member District billing will be based on the number of students served in Birth to Three, Itinerant, Consult/Collaborative/Direct, and Site-Based service models, as documented by enrollment and the level of services specified in each student's ARD. Billing reflects service data from the prior school year, captured before the end of the first and second semesters, in alignment with the Fiscal Agent's school calendar.

7.9 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, parent advisors, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the Tyler RDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among Member Districts based upon the number of students enrolled in the Tyler RDSPD. Member Districts will be notified in writing, by June 1 of the fiscal year regarding the excess costs to be charged back to Member Districts as well as the estimated maximum total of their shared excess costs.

7.10 A Member District shall not be responsible for any costs associated with the Tyler RDSPD unless such Member District has a student receiving services from the Tyler RDSPD.

DISSOLUTION

8.1 Dissolution of this Agreement shall require the affirmative majority vote of the Member Districts. Upon dissolution of Tyler RDSPD funds and any other remaining assets, after any charges and liabilities will be divided among the Member Districts, prorated in the same manner as administrative costs.

RISK OF LOSS

9.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney fees, and settlement costs.

9.2 Each Member District will insure its owned or leased vehicles used in transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

TRANSPORTATION

10.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation eligible students to each facility at which services are provided.

LEGAL RESPONSIBILITIES

11.1 The Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education (FAPE).

11.2 The Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

11.3 If the Tyler RDSPD is named party in a legal action, costs shall be allocated between the Member Districts, who at the time of litigation have students in the Tyler RDSPD program. Shared allocated costs will be determined by student count within each district proportionally.

11.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship.

11.5 The legal responsibilities stated herein shall survive the expiration of the contract should litigation arise from events that occurred during the term of the contract.

11.6 Should the Fiscal Agent incur costs as a result of any litigation against the Shared Service Arrangement, such costs shall be allocated between the Member Districts who at the time litigation have students in the Tyler RDSPD program. Shared allocated costs will be determined by student count within each district proportionally.

11.7 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith in the effort to resolve any dispute related to the contract that may arise from Member Districts. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties of the dispute and shall share the cost of mediation services based upon an equal split between the Member Districts.

PEIMS

12.1 Each Member District shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA requirements. Each Member District, in which a student attends school, will prepare all required PEIMS student data reports on the 163 Record for students receiving Tyler RDSPD services. In the event a Member District fails to submit PEIMS

student data on the 163 Record for a student who has been served by the RDSPD, it is agreed and understood that the Member District will reimburse the Tyler RDSPD in an amount to be equal to the amount of the PEIMS funds that would have been assigned to the student who received services.

12.2 Member Districts are held responsible for timely and accurate PEIMS reporting of all 3-21 (IDEA B) students receiving services from Tyler RDSPD.

12.3 Tyler RDSPD will provide timely and accurate PEIMS reporting of all birth-two (IDEA C) for both Member Districts and Fiscal Agent District.

12.4 Tyler RDSPD administrator will submit, to Member District PEIMS designee, an electronic PEIMS student and district specific data entry guide to support the completion of the 163 and 011 PEIMS Records. This electronic document will be submitted prior to PEIMS Snapshot in accordance with TEA dates. PEIMS student and district specific data entry guide will be simultaneously electronically copied to both Member District PEIMS designee and the Member District Director of Special Education Services.

THE AGREEMENT

13.1 This Shared Services Arrangement (SSA) Agreement shall remain in effect for a term of three (3) years, commencing with the 2025–2026 school year and continuing through the conclusion of the 2027–2028 school year.

Within this three-year period, the Agreement shall be automatically renewed by each Member District on an annual basis, unless written notice of withdrawal or dissolution is provided in accordance with the terms set forth in this Agreement.

13.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the Tyler RDSPD and responsibilities under any prior Tyler RDSPD agreement.

13.3 This agreement is governed by the laws of the State of Texas.

13.4 This agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.

13.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of the Agreement will remain in effect.

13.6 Citations of and references to any specific federal or state statute of administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

Executed and approved this _____day of _____, 2025.

Westwood Independent School District

_____
Name:
Title: Board President

_____
Name:
Title: Superintendent

ATTEST:

_____
Name:
Title: Board Secretary

13. **Board to Consider Approval of Consent Agenda**
    A. Fundraisers 91

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WESTWOOD INDEPENDENT SCHOOL DISTRICT
Authorization to Conduct Fund Raising Event

Westwood High School
FUNDRAISER FORM

Organization: Theatre Campus: HS Date submitted 9/12/25

Fundraising Event: Hot Pepper festival

Requested fundraising date/dates: 10-25-25

Vendor (if applicable) _____

Address City/State Telephone

List specific items that will be sold: brownies, cookies, soda, coffee

Price per item: $ 2-4 Will customer pay in advance? No

Profit to organization should never be less that 50%; otherwise, explain _____

What will money raised from this fundraiser be used for? Theatre funds

If **NO** vendor is involved; list location of event: Downtown Palestine

Estimated cost to organization to start fundraiser $ 100

How much will you charge your customer? $ 2-4 Will you accept donations? Yes

I, Sarah McMorris, am submitting this fund-raising request before my organization starts raising funds. I understand that I am held responsible for ordering and distributing merchandise and collecting all funds submitting funds to the office, to be deposited in my activity account. With the conclusion of this fund raiser, I will complete this form and return to the campus office.

PERMISSION IS GRANTED TO CONDUCT THIS EVENT:

Campus Principal's Signature 9-12-25 Date / WISD Superintendent's Signature Date

Total Proceeds collected $ _____

Total Deposited in activity account $ _____ Total invoice from vendor $ _____

Expenses incurred for a successful fundraiser $ _____ (advertising, t-shirts, supplies, etc.)

Total Profit my organization benefitted from this fundraiser $ _____

I, _____, understand that these funds will not be available until this form is completed and returned to the campus office

WESTWOOD INDEPENDENT SCHOOL DISTRICT
Authorization to Conduct Fund Raising Event

OCT 6 2025

Westwood High School
FUNDRAISER FORM

Organization: WHS Drill Team Campus: WHS Date submitted 10-3-25

Fundraising Event: World's Finest Chocolate

Requested fundraising date/dates: 10/13/25 — 10/24/25

Vendor (if applicable) World's Finest Chocolate

4801 S. Lawndale Ave. Chicago, Illinois 60632
Address City/State Telephone

List specific items that will be sold: Chocotate Bars

Price per item: $ 1.00 Will customer pay in advance? Yes

Profit to organization should never be less that 50%; otherwise, explain _____

What will money raised from this fundraiser be used for? Competition and supply fees.

If **NO** vendor is involved; list location of event: _____

Estimated cost to organization to start fundraiser $_____

How much will you charge your customer? $_____ Will you accept donations? _____

I, Megan Bedre, am submitting this fund-raising request before my organization starts raising funds. I understand that I am held responsible for ordering and distributing merchandise and collecting all funds submitting funds to the office, to be deposited in my activity account. With the conclusion of this fund raiser, I will complete this form and return to the campus office.

PERMISSION IS GRANTED TO CONDUCT THIS EVENT:

[signature] 10-3-25 / _____ _____
Campus Principal's Signature Date WISD Superintendent's Signature Date

Total Proceeds collected $_____

Total Deposited in activity account $_____ Total invoice from vendor $_____

Expenses incurred for a successful fundraiser $_____ (advertising, t-shirts, supplies, etc.)

Total Profit my organization benefitted from this fundraiser $_____

I, _____, understand that these funds will not be available until this form is completed and returned to the campus office

WESTWOOD INDEPENDENT SCHOOL DISTRICT
Authorization to Conduct Fund Raising Event

Westwood High School
FUNDRAISER FORM

Organization: Theatre Campus: HS Date submitted 10/14/25

Fundraising Event: Boo Bags

Requested fundraising date/dates: 10-30 & 10-31

Vendor (if applicable) N/A

Address City/State Telephone

List specific items that will be sold: Bags with candy/snacks

Price per item: $ 5 Will customer pay in advance? No

Profit to organization should never be less that 50%; otherwise, explain

What will money raised from this fundraiser be used for? Our EOY trip

If **NO** vendor is involved; list location of event:

Estimated cost to organization to start fundraiser $

How much will you charge your customer? $ Will you accept donations?

I, Sarah Memorris, am submitting this fund-raising request before my organization starts raising funds. I understand that I am held responsible for ordering and distributing merchandise and collecting all funds submitting funds to the office, to be deposited in my activity account. With the conclusion of this fund raiser, I will complete this form and return to the campus office.

PERMISSION IS GRANTED TO CONDUCT THIS EVENT:

Campus Principal's Signature 10-14-25 Date WISD Superintendent's Signature Date

Total Proceeds collected $

Total Deposited in activity account $ Total invoice from vendor $

Expenses incurred for a successful fundraiser $ (advertising, t-shirts, supplies, etc.)

Total Profit my organization benefitted from this fundraiser $

I, , understand that these funds will not be available until this form is completed and returned to the campus office

WESTWOOD INDEPENDENT SCHOOL DISTRICT
Authorization to Conduct Fund Raising Event

Westwood High School
FUNDRAISER FORM

Organization: BPA-Business Professionals of America Campus: HS Date submitted 10/17/2025

Fundraising Event: Rock Paper Scissors

Requested fundraising date/dates: 10/31/2025

Vendor (if applicable) None

Address City/State Telephone

List specific items that will be sold: Necklaces (equals chances to play)

Price per item: $ 1.00 Will customer pay in advance? ~~Yes~~ No

Profit to organization should never be less that 50%; otherwise, explain

What will money raised from this fundraiser be used for? Supplies and meals (extra money)

If **NO** vendor is involved; list location of event: High School Campus

Estimated cost to organization to start fundraiser $ 60.00

How much will you charge your customer? $ 1.00 each Will you accept donations?

I, Shelby Allen, am submitting this fund-raising request before my organization starts raising funds. I understand that I am held responsible for ordering and distributing merchandise and collecting all funds submitting funds to the office, to be deposited in my activity account. With the conclusion of this fund raiser, I will complete this form and return to the campus office.

PERMISSION IS GRANTED TO CONDUCT THIS EVENT:

Campus Principal's Signature 10-17-25 Date / WISD Superintendent's Signature Date

Total Proceeds collected $

Total Deposited in activity account $ Total invoice from vendor $

Expenses incurred for a successful fundraiser $ (advertising, t-shirts, supplies, etc.)

Total Profit my organization benefitted from this fundraiser $

I, , understand that these funds will not be available until this form is completed and returned to the campus office

WESTWOOD INDEPENDENT SCHOOL DISTRICT
Authorization to Conduct Fund Raising Event

Organization: Theatre Campus: Westwood Middle School Date submitted 10/17/2025

Fundraising Event: Halloween Boo Bags

Requested fundraising date/dates: 10/30 + 10/31

Vendor (if applicable) N/A Local Fundraiser @ Middle School

Address City/State Telephone

List specific items that will be sold: Little bags filled w/ pre packaged Halloween goodies

Price per item: $2-4 Will customer pay in advance? No

Profit to organization should never be less that 50%; otherwise, explain

What will money raised from this fundraiser be used for? End of Year Show

If **NO** vendor is involved; list location of event:

Estimated cost to organization to start fundraiser $

How much will you charge your customer? $ Will you accept donations?

I, Amanda Harrison, am submitting this fund raising request before my organization starts raising funds. I understand that I am held responsible for ordering and distributing merchandise and collecting all funds submitting funds to the office, to be deposited in my activity account. With the conclusion of this fund raiser, I will complete this form and return to the campus office.

PERMISSION IS GRANTED TO CONDUCT THIS EVENT:

Campus Principal's Signature 10/17/25 Date WISD Superintendent's Signature Date

Total Proceeds collected $

Total Deposited in activity account $ Total invoice from vendor $

Expenses incurred for a successful fundraiser $ (advertising, t-shirts, supplies, etc.)

Total Profit my organization benefitted from this fundraiser $

I, , understand that these funds will not be available until this form is completed and returned to the campus office

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Draft Regular Meeting Minutes

September 8, 2025 at 5:30 PM

Westwood Administration Office

Jed Barron: Absent

Carolyn Booker: Present

Angela Choate: Present

Jeff Cooper: Absent

Kay Denison: Present

Jess Huddleston: Present

Bryan Jones: Present

Total Present: **5**

1. Call to Order and Establish Quorum

Jess Huddleston called the meeting to order at 5:30 PM and declared a quorum present.

2. Roll Call

Present: Bryan Jones, Kay Denison, Carolyn Booker, Jess Huddleston, Angela Choate
Absent: Jeff Cooper, Jed Baron

3. Action Items

3.A. Consider and Approve the Agenda

- Motion: *Carolyn Booker motioned to approve the agenda as prestated.*
- Second: *Bryan Jones*
- Vote: Motion carried unanimously, 5-0
- **Yea:** Carolyn Booker, Angela Choate, Kay Denison, Jess Huddleston, Bryan Jones
- **Nay:** None
- **Abstain:** None
- **Absent:** Jeff Cooper, Jed Baron
- **Result:** Motion carried

4. Closed Session

The board entered closed session at 5:30pm to discuss personnel, professional contracts, the Guardian Program, and real property. The board reconvened in open session at 6:30pm.

5. Swearing-In Ceremony: Justin Williams was sworn in as a police officer.
6. Invocation: led by Wade Stanford.
7. Pledge of Allegiance/Texas Pledge: The board and attendees recited the Pledges.
8. Public Comments: No public comments were made.

9. Board to Vote on Items Discussed in Closed Session

The board acknowledged professional contracts.

- **Motion**: *Carolyn Booker motioned for the superintendent to negotiate the contract to sell the property at 4524 West Oak. St*
- **Second**: *Jess Huddleston*
- **Vote:** Motion carried unanimously, 5-0
- **Yea:** Carolyn Booker, Angela Choate, Kay Denison, Jess Huddleston, Bryan Jones
- **Nay:** None
- **Abstain:** None
- **Absent:** Jeff Cooper, Jed Baron
- **Result:** Motion carried

10. Information Items

- 10.A. Finance Update (Presenter: Chris Alford)
- 10.B. Curriculum Moment / 2024–2025 District Accountability Report (Presenter: Laura Jones)
- 10.C. Policy Review
- 10.D. Student Handbook (Presenter: Laura Jones)
- 10.E. Transportation Update (Presenter: Mike Bentley)
- 10.F. Student Transfer Process (Presenter: Wade Stanford)

11. Consent Agenda

11.A. Minutes of Regular Board Meetings (August 4, 2025 and August 25, 2025)
(Note: Trustee Angela Choate and Bryan Jones were not present at the August 4 meeting.)

11.B. Quarterly Investment Report

11.C. Fundraisers

- **Motion:** *Bryan Jones motion to approve fundraisers, quarterly investment report, and board minutes for Aug. 4 and Aug. 25, with corrections.*
- **Second:** *Angela Choate*
- **Vote:** Motion carried unanimously, 5–0
- **Yea:** Carolyn Booker, Angela Choate, Kay Denison, Jess Huddleston, Bryan Jones
- **Nay:** None

- **Abstain:** None
- **Absent:** Jeff Cooper, Jed Baron
- **Result:** Motion carried

12. Action Items

12.A. Consider and Possibly Approve a Resolution with the Anderson County Extension Service as Approved Eligibility for Extracurricular Status Consideration

- **Motion:** *Carolyn Booker motion to approve a resolution recognizing the Anderson County Extension Service as eligible for extracurricular status consideration.*
- **Second:** *Angela Choate*
- **Vote:** Motion carried unanimously, 5–0
- **Yea:** Carolyn Booker, Angela Choate, Kay Denison, Jess Huddleston, Bryan Jones
- **Nay:** None
- **Abstain:** None
- **Absent:** Jeff Cooper, Jed Baron
- **Result:** Motion carried

12.B. Consider a Resolution to Allow Movement of Money Within Funds Without a Budget Amendment

- **Motion:** *Bryan Jones motion to approve a resolution allowing movement of money within district funds without a budget amendment.*
- **Second:** *Angela Choate*
- **Vote:** Motion carried unanimously, 5–0
- **Yea:** Carolyn Booker, Angela Choate, Kay Denison, Jess Huddleston, Bryan Jones
- **Nay:** None
- **Abstain:** None
- **Absent:** Jeff Cooper, Jed Baron
- **Result:** Motion carried

13. Future Agenda Items and Requests:

Kay Denison requested discussion on additional math data.

14. Adjournment

The meeting was adjourned at 8:01pm.

14. **Consider and Possibly Approve Oil and Gas Lease**
15. **Future Agenda Items**
16. **Adjournement**

Texas Government Code Section:

551.071	Private consultation with the Board's Attorney.
551.072	Discussing purchase, exchange, lease, or value of real property.
551.073	Discussing negotiated contracts for prospective gifts or donations.
551.074	Discussing personnel or to hear complaints against personnel.
551.075	To confer with employees of the school district to receive information or to ask questions.
551.076	Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
551.082	Considering discipline of a public school child, or complaint or charge against personnel.
551.083	Considering the standards, guidelines, terms, or conditions the Board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups.
551.084	Excluding witnesses from a hearing.

Texas Education Code:

39.030(a)	To discuss or adopt individual assessment instruments or assessment instrument items.

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

(a) In the open meeting covered by the notice upon the reconvening of the public meeting; or
(b) At a subsequent public meeting of the School Board upon notice thereof: as the School Board shall determine.

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