

**AGENDA OF RED OAK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING
Monday, September 19, 2022**

Notice is hereby given that a Regular Meeting of the Board of Trustees of the Red Oak Independent School District will be held on Monday, September 19, 2022 beginning at 7:00 PM at Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

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 the meeting notice.

1. CALL TO ORDER / ESTABLISH QUORUM
2. INVOCATION
Jared Douglas, Lead Pastor of First Baptist Church Red Oak
3. PLEDGES OF ALLEGIANCE
Sean Fanning, 2nd Grade Student from Eastridge Elementary School
4. SUPERINTENDENT'S REPORT
 - A. Red Oak High School Student Council Annual Report
Angela Thomas, Sponsor
 - B. Projects Update
Brenda Sanford, Superintendent
 - C. District Update
Brenda Sanford, Superintendent
5. OPEN FORUM 3
6. ACTION ITEMS
 - A. Consent Agenda
 1. Minutes from School Board Special Meeting on August 3, 2022 - 6:00 p.m. 4
 2. Minutes from School Board Special Meeting on August 3, 2022 - 7:00 p.m. 7
 3. Minutes from School Board Regular Meeting on August 18, 2022 10
 4. Minutes from School Board Special Meeting on August 29, 2022 15
 5. Payment of Current Bills Over \$50,000 17
 6. Prosperity Bank Account Information Update 20
 7. TSTC Lease Agreement 21
 - B. Consideration and Approval of Ellis County Tax Assessor / Collector Contract 35
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer
 - C. Consideration and Approval of Joint Election Contract for Election Services with the County of Ellis 44
Brenda Sanford, Superintendent
 - D. Consideration and Approval of Technology Device Purchase 64
Tony Maceda, Director of Information Technology
7. INFORMATION ITEMS
 - A. Enrollment Report 66
 - B. Finance Report 70
8. CLOSED SESSION
 - A. Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.

- B. Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.
 - C. Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.
 - D. Texas Government Code 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
 - 1. Personnel Matters
 - E. Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.
 - F. Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
 - G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
 - H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
 - I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
 - J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.
9. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION
10. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will convene in such closed meeting in accordance with the Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

Any person with a disability or special accommodation need should call 972-617-2941 no later than 10:00 a.m. on the scheduled meeting date.

This notice was posted in compliance with the Open Meetings Act on September 16, 2022 at 4:30 p.m.

Brenda Sanford, Superintendent
(For the Board of Trustees)

AUDIENCE PARTICIPATION SIGN-UP SHEET

Any person wishing to address the Board about a topic related to District business during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL):

1. Each participant will be limited to two (2) minutes to make comments to the Board.
2. Under the Texas Open Meetings Act, the Board is not permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.
3. The Board has adopted complaint policies that are designed to secure, at the lowest possible administrative level, a prompt and equitable resolution of complaints and concerns. Each of these processes provides that, if a resolution cannot be achieved administratively, the person may appeal the administrative decision to the Board as a properly posted agenda item. For further information on those policies, please contact Kevin Freels, Assistant Superintendent of District Operations, for student issues, and Michelle Ailara, Assistant Superintendent of Human Resources, for employee issues at 972-617-2941. If the subject of your comment involves a pending grievance, please continue to seek resolution through the grievance process and address the Board only at the appropriate stage of that process.
4. Under the Texas Open Meetings Act, the Board may exercise its authority to discuss certain subject matters in closed session, including matters involving individual District staff members and individual students. If your comment concerns one of these subjects, please address your concern through the complaint policies described above.
5. Finally, please be aware that rules of decorum will be enforced during the public comment period. Personal attacks, name-calling, and rude or slanderous remarks will not be tolerated. Each participant is legally responsible for the content and consequences of his or her own statements.

Please fill in the information requested below if you wish to address the Board during the public comment period:

Name _____

Address _____

ROISD Campus Your Child(ren) attends _____

School District of Residence _____ Telephone _____

Topic/ Agenda Item _____

**MINUTES OF THE
SCHOOL BOARD SPECIAL MEETING
RED OAK INDEPENDENT SCHOOL DISTRICT
Wednesday, August 3, 2022**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Wednesday, August 3, 2022, beginning at 6:00 PM at Red Oak High School Performing Arts Center, 220 South SH 342, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

The Special Meeting of the School Board was called to order by John Anderson, President of the School Board, at 6:00 p.m.

The Red Oak ISD School Board met at the Red Oak High School Performing Arts Center and the presiding officer, John Anderson, noted that a quorum of Board Members was present; that the meeting was duly called; and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.00.

The following Board members were present: John Anderson, President; Melanie Petersen, Vice President; Brian Sebring, Secretary; Donna Knight; Michelle Porter; and Penny Story.

The following Board member was absent: Johnny Knight.

2. INVOCATION

Mr. Sebring led the invocation.

3. PLEDGES OF ALLEGIANCE

Ms. Petersen led the Pledges of Allegiance to the American and Texas flags.

4. PUBLIC HEARING - DISCUSSION OF INITIATION OF DESIGN PHASE OF NEW MIDDLE SCHOOL

Brenda Sanford, Superintendent; Kevin Freels, Assistant Superintendent of District Operations; and Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer

Mr. Anderson informed those in attendance that this meeting was for the community to give their input in what they would like to see in the design of the new middle school.

Ms. Sanford and other administrators answered questions from those in attendance regarding the design phase of the proposed new middle school.

5. OPEN FORUM

The following individuals spoke in Open Forum – Jose Salazar; Dani Muckleroy; Doug Hunt; Kim Sturman; Beth Lopez; and Mike Mendoza in regards to the initiation of the design phase of the new middle school and the proposed bond.

6. CLOSED SESSION

The Board did not convene into Closed Session.

- A. Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.
- B. Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.
- C. Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.
- D. Texas Government Code 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
 - 1. Personnel Matters
- E. Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.
- F. Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
- G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
- H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
- I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
- J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.

7. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION

The Board did not convene into Closed Session.

8. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 7:58 p.m.

John Anderson, Board President

Brian Sebring, Board Secretary

**MINUTES OF THE
SCHOOL BOARD SPECIAL MEETING
RED OAK INDEPENDENT SCHOOL DISTRICT
Wednesday, August 3, 2022**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Wednesday, August 3, 2022, beginning at 7:00 PM at Red Oak High School Performing Arts Center, 220 South SH 342, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

The Special Meeting of the School Board was called to order by John Anderson, President of the School Board, at 8:16 p.m.

The Red Oak ISD School Board met at the Red Oak High School Performing Arts Center and the presiding officer, John Anderson, noted that a quorum of Board Members was present; that the meeting was duly called; and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.00.

The following Board members were present: John Anderson, President; Melanie Petersen, Vice President; Brian Sebring, Secretary; Donna Knight; Michelle Porter; and Penny Story.

The following Board member was absent: Johnny Knight.

2. INVOCATION

Mr. Sebring led the invocation.

3. PLEDGES OF ALLEGIANCE

Mr. Anderson led the Pledges of Allegiance to the American and Texas flags.

4. SUPERINTENDENT'S REPORT

- A. School and Family Services Update
Shondra Jones, Director of School and Family Services

Ms. Jones presented a School and Family Services Overview, which included: Responsibilities and Services offered by the Department. Some of the responsibilities include: Liaisons to Campus Counselors; Homeless / Foster Care Liaisons; Mental Health and Wellness Resources Coordinators; District Advisory Committee Chairperson; Student Safety and Support Coordinator; and Community Resources and Events.

- B. District Update
Brenda Sanford, Superintendent

Ms. Sanford had no updates, since Ms. Jones covered the upcoming Back to School Bash information.

5. OPEN FORUM

No one spoke in Open Forum.

6. ACTION ITEMS

- A. Consideration and Approval of Initiation of Design Phase of New Middle School
Kevin Freels, Assistant Superintendent of District Operations and Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer

Mr. Sebring made a motion to approve the Initiation of Design Phase of a New Middle School to be overseen by Corgan. Ms. Knight seconded the motion. The motion passed 5 – 1 with Mr. Anderson voting “no”.

- B. Consideration and Approval of Extracurricular Code of Conduct for 2022-2023
Kevin Freels, Assistant Superintendent of District Operations

Ms. Petersen made a motion to approve the Extracurricular Code of Conduct for the 2022-2023 school year. Mr. Sebring seconded the motion. The motion passed 6 – 0.

- C. Consideration and Approval of Student Code of Conduct for 2022-2023
Cristi Watts, Director of Student Services

Ms. Petersen made a motion to approve the 2022-2023 Student Code of Conduct as presented. Ms. Knight seconded the motion. The motion passed 6 – 0.

7. CLOSED SESSION

The Board did not convene into Closed Session.

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- B. Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.
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 - 1. Personnel Matters
- E. Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

- F. Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
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 - H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
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 - J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.
8. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION

The Board did not convene into Closed Session.

9. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 8:31 p.m.

John Anderson, Board President

Brian Sebring, Board Secretary

**MINUTES OF THE
SCHOOL BOARD REGULAR MEETING
RED OAK INDEPENDENT SCHOOL DISTRICT
Thursday, August 18, 2022**

A Regular Meeting of the Board of Trustees of Red Oak ISD was held Thursday, August 18, 2022, beginning at 7:00 PM at the Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

The Regular Meeting of the School Board was called to order by John Anderson, President of the School Board, at 7:00 p.m.

The Red Oak ISD School Board met at the Red Oak ISD Education Service Center and the presiding officer, John Anderson, noted that a quorum of Board Members was present; that the meeting was duly called; and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.00.

The following Board members were present: John Anderson, President; Melanie Petersen, Vice President; Brian Sebring, Secretary; Donna Knight; and Penny Story.

The following Board members were absent: Johnny Knight and Michelle Porter.

2. INVOCATION

Mr. Sebring led the invocation.

3. PLEDGES OF ALLEGIANCE

Ms. Knight led the Pledges of Allegiance to the American and Texas flags.

4. SUPERINTENDENT'S REPORT

A. Curriculum Update

Melissa Sulak, Executive Director of Curriculum and Instruction

Ms. Sulak presented information on the 2022 Accountability, which included Student Achievement; School Progress; and Closing the Gaps.

B. Red Oak Middle School Design Process and Schedule

Steve Hulsey, Corgan

Mr. Hulsey gave an overview of the design process of the new middle school and the timeline of meetings in preparation of the schematics and design.

- C. District Update
Brenda Sanford, Superintendent

Mr. Freels presented a Projects Update, which included the status of Portables at ROMS, Wooden Elementary and Eastridge Elementary.

Mrs. Sanford congratulated the Red Oak ISD Business Office for receiving the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Mrs. Sanford announced to the Board that framed National motto posters have been donated to Red Oak ISD and will be delivered to each campus.

5. OPEN FORUM

The following individual spoke in Open Forum – Stoney Pate in regards to scholarship support.

6. NON-ACTION ITEM

- A. Board of Trustees Standard Operating Procedures
John Anderson, Board President

Mr. Anderson reminded the Board that any requests for information need to come from the Board as a whole, not individual board members. He reminded them of the Policy, which can be found online, and previous trainings in regards to this. He also reminded them of the goals the Board set and that the goals need to be their focus. He informed the Board that if they have questions or something they want to see, they should bring it to the Board and as a Board they will decide whether to move forward with any items or requests after Board discussion.

7. ACTION ITEMS

A. Consent Agenda

1. Minutes from School Board Regular Meeting on July 25, 2022
2. Payment of Current Bills Over \$50,000
3. Adjunct Faculty Agreement and Resolution Regarding Extracurricular Status of 4-H Organization
4. Consideration and Approval of T-TESS Appraiser List for 2022-2023

Ms. Petersen made a motion to approve the Consent Agenda as presented. Ms. Knight seconded the motion. The motion passed 5 – 0.

- B. Consideration and Approval of 2022 Tax Rate and Resolution Setting Tax Rate
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief
Financial Officer

Ms. Petersen made a motion that the Board adopt the Resolution Setting a Tax Rate establishing the 2022 tax rate of \$1.2910 (\$0.9429 for maintenance and \$0.3481 for interest and sinking) per \$100 of property value. Mr. Sebring seconded the motion. The motion passed 4 – 1 with Ms. Story voting “no”.

- C. Consideration and Approval of 2022-2023 Fiscal Year Amended Budget
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief
Financial Officer

Ms. Petersen made a motion to approve the Amended 2022-2023 Fiscal Year Budget and Appendix for the General Operating Fund, Student Nutrition Fund and Debt Service Fund as presented. Ms. Knight seconded the motion. The motion passed 5 – 0.

- D. Consideration and Approval of Adoption of an Order Calling a Bond Election on
November 8, 2022
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO

Ms. Petersen made a motion to approve the Order Calling a Bond Election on November 8, 2022. Ms. Knight seconded the motion. The motion passed 5 – 0.

- E. Consideration and Approval of Resolution Expressing Official Intent to Reimburse
Costs of Projects
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO

Ms. Knight made a motion to approve the Resolution Expressing Official Intent to Reimburse Costs of Projects for the design phase of the construction of an additional new middle school. Mr. Sebring seconded the motion. The motion passed 5 – 0.

- F. Consideration and Approval of Construction Delivery Method
Kevin Freels, Assistant Superintendent of District Operations and Dr. Bill Johnston,
CPA, Assistant Superintendent of Business Services / Chief Financial Officer

Ms. Petersen made a motion to approve the Construction Manager At-Risk (CMAR) Construction Delivery Method and allow the administration to move forward with the RFQ process to select a CMAR for the additional new middle school project on the Red Oak ISD site in Ovilla, Texas. Mr. Sebring seconded the motion. The motion passed 5 – 0.

- G. Consideration and Approval of Assignment of Fund Balance and Resolution for
2022-2023
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief
Financial Officer

Mr. Sebring made a motion to approve the transfer of funds from Undesignated (3600) to Assigned (3590) Fund Balance for potential residential placement. Ms. Knight seconded the motion. The motion passed 5 – 0.

- H. Consideration and Approval of TASB Local Policy Update 119
Melissa Sulak, Executive Director of Curriculum and Instruction

Ms. Petersen made a motion that the Board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 119. Mr. Sebring seconded the motion. The motion passed 5 – 0.

- I. Consideration and Approval of Red Oak ISD Professional Development Plan for 2022-2023
Melissa Sulak, Executive Director of Curriculum and Instruction

Ms. Knight made a motion to approve the Red Oak ISD Professional Development Plan for 2022-2023 as presented. Ms. Petersen seconded the motion. The motion passed 5 – 0.

- J. Consideration and Approval of Shared Service Agreement with the Mesquite Regional Day School Program for the Deaf
Rebecca Vega, Director of Specialized Learning

Mr. Sebring made a motion that Red Oak ISD enter into a Shared Services Agreement (SSA) for the Mesquite Regional Day School Program for the Deaf between Mesquite Independent School District and the other member districts. Ms. Petersen seconded the motion. The motion passed 5 – 0.

8. INFORMATION ITEMS

- A. Finance Report
B. UIL "No Pass, No Play" Exemptions

9. CLOSED SESSION

The Board convened into Closed Session at 7:56 p.m.

- A. Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.
B. Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.
C. Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.
D. Texas Government Code 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee
1. Personnel Matters
E. Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

- F. Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
- G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
- H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
- I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
- J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.

10. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION

The Board reconvened back into Open Session at 9:28 p.m.

11. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 9:29 p.m.

John Anderson, Board President

Brian Sebring, Board Secretary

**MINUTES OF THE
SCHOOL BOARD SPECIAL MEETING
RED OAK INDEPENDENT SCHOOL DISTRICT
Monday, August 29, 2022**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Monday, August 29, 2022 beginning at 6:00 PM at the Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

The Special Meeting of the School Board was called to order by John Anderson, President of the School Board, at 6:00 p.m.

The Red Oak ISD School Board met at the Red Oak ISD Education Service Center and the presiding officer, John Anderson, noted that a quorum of Board Members was present; that the meeting was duly called; and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.00.

The following Board members were present: John Anderson, President; Melanie Petersen, Vice President; Brian Sebring, Secretary; Donna Knight; Johnny Knight; Michelle Porter; and Penny Story.

The following Board members were absent: None.

2. INVOCATION

Mr. Sebring led the invocation.

3. PLEDGES OF ALLEGIANCE

Ms. Knight led the Pledges of Allegiance to the American and Texas flags.

4. OPEN FORUM

No one spoke in Open Forum.

5. ACTION ITEMS

- A. Consideration and Approval of 2022 Tax Rate and Resolution Setting Tax Rate
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer

Ms. Petersen made a motion that the property tax rate be increased by the adoption of a tax rate of \$1.2910, which is effectively a 16.09% increase in the tax rate over the no-new-revenue tax rate. Mr. Sebring seconded the motion. The motion passed 6 – 1 with Ms. Story voting “no”.

6. CLOSED SESSION

The Board did not convene into Closed Session.

- A. Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.
- B. Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.
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- G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
- H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
- I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
- J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.

7. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION

The Board did not convene into Closed Session.

8. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 6:11 p.m.

John Anderson, Board President

Brian Sebring, Board Secretary

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
217730	DELCOM GROUP LP	48,094.40	199 E 11 6396 34 001 0 22 000
217730	DELCOM GROUP LP	152,598.00	199 E 53 6396 00 997 0 99 000
217730	DELCOM GROUP LP	1,415.24	199 E 31 6396 00 871 0 99 000
217730	DELCOM GROUP LP	21,253.20	199 E 53 6396 00 997 0 99 000
217730	DELCOM GROUP LP	1,037.32	199 E 41 6396 00 726 0 99 000
217730	DELCOM GROUP LP	1,551.22	199 E 23 6396 00 103 0 99 000
		225,949.38	Totals for 217730
217734	GOODHEART WILCOX PUB	128,891.60	410 E 11 6321 23 999 0 11 IMA
		128,891.60	Totals for 217734
217991	MASTERCARD-CITIBANK,	393.04	481 E 11 6411 00 105 0 11 100
217991	MASTERCARD-CITIBANK,	100.33	461 E 23 6499 00 107 0 99 000
217991	MASTERCARD-CITIBANK,	45.58	461 E 23 6499 00 107 0 99 000
217991	MASTERCARD-CITIBANK,	36.34	461 E 23 6399 00 107 0 99 000
217991	MASTERCARD-CITIBANK,	73.40	461 E 11 6499 00 107 0 11 000
217991	MASTERCARD-CITIBANK,	62.50	199 E 51 6317 00 993 0 99 000
217991	MASTERCARD-CITIBANK,	20.00	199 E 51 6317 00 993 0 99 000
217991	MASTERCARD-CITIBANK,	3,984.73	199 E 51 6259 02 999 0 99 000
217991	MASTERCARD-CITIBANK,	906.00	199 E 51 6259 02 996 0 99 000
217991	MASTERCARD-CITIBANK,	1,299.86	199 E 51 6259 02 995 0 99 000
217991	MASTERCARD-CITIBANK,	2,505.71	199 E 51 6259 02 870 0 99 000
217991	MASTERCARD-CITIBANK,	6,733.69	199 E 51 6259 02 105 0 99 000
217991	MASTERCARD-CITIBANK,	4,116.12	199 E 51 6259 02 103 0 99 000
217991	MASTERCARD-CITIBANK,	3,855.40	199 E 51 6259 02 102 0 99 000
217991	MASTERCARD-CITIBANK,	5,728.17	199 E 51 6259 02 101 0 99 000
217991	MASTERCARD-CITIBANK,	17,519.32	199 E 51 6259 02 041 0 99 000
217991	MASTERCARD-CITIBANK,	26,210.92	199 E 51 6259 02 001 0 99 000
217991	MASTERCARD-CITIBANK,	4,186.01	199 E 51 6259 02 001 0 22 000
217991	MASTERCARD-CITIBANK,	49.25	199 E 41 6499 02 729 0 99 000
217991	MASTERCARD-CITIBANK,	40.75	199 E 41 6499 02 729 0 99 000
217991	MASTERCARD-CITIBANK,	40.75	199 E 41 6499 02 729 0 99 000
217991	MASTERCARD-CITIBANK,	40.75	199 E 41 6499 02 729 0 99 000
217991	MASTERCARD-CITIBANK,	199.99	199 E 41 6398 00 728 0 99 000
217991	MASTERCARD-CITIBANK,	179.00	199 E 36 6398 63 001 0 91 000
217991	MASTERCARD-CITIBANK,	289.99	199 E 36 6398 00 001 0 91 000
217991	MASTERCARD-CITIBANK,	1.00	199 E 34 6499 51 991 0 99 000
217991	MASTERCARD-CITIBANK,	32.25	199 E 34 6499 51 991 0 99 000
217991	MASTERCARD-CITIBANK,	54.00	199 E 34 6499 51 991 0 99 000
217991	MASTERCARD-CITIBANK,	1.27	199 E 34 6499 51 991 0 99 000
217991	MASTERCARD-CITIBANK,	10.00	199 E 34 6499 51 991 0 99 000
217991	MASTERCARD-CITIBANK,	103.00	199 E 34 6499 51 991 0 99 000
217991	MASTERCARD-CITIBANK,	2.42	199 E 34 6499 51 991 0 99 000
217991	MASTERCARD-CITIBANK,	37.50	199 E 34 6499 51 991 0 99 000
217991	MASTERCARD-CITIBANK,	1.00	199 E 34 6499 00 991 0 99 000
217991	MASTERCARD-CITIBANK,	8.25	199 E 34 6499 00 991 0 99 000
217991	MASTERCARD-CITIBANK,	149.06	199 E 23 6499 00 107 0 99 000
217991	MASTERCARD-CITIBANK,	41.63	199 E 23 6499 00 102 0 99 000

CHECK			ACCOUNT
NUMBER	VENDOR	AMOUNT	NUMBER
217991	MASTERCARD-CITIBANK,	299.50	199 E 23 6499 00 102 0 99 000
217991	MASTERCARD-CITIBANK,	16.43	199 E 13 6411 00 041 0 11 MIL
217991	MASTERCARD-CITIBANK,	65.85	199 E 13 6411 00 041 0 11 HTL
217991	MASTERCARD-CITIBANK,	129.90	199 E 11 6399 00 103 0 11 000
217991	MASTERCARD-CITIBANK,	129.90	199 E 11 6399 00 103 0 11 000
217991	MASTERCARD-CITIBANK,	79.00	199 E 11 6399 00 102 0 11 000
217991	MASTERCARD-CITIBANK,	79.00	199 E 11 6399 00 041 0 11 000
217991	MASTERCARD-CITIBANK,	79.00	199 E 11 6398 15 107 0 24 000
217991	MASTERCARD-CITIBANK,	6,605.47	198 E 51 6259 02 999 0 99 000
		86543.03	Totals for 217991
		441,384.01	Totals for checks

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
199	GENERAL OPERATING FUND	0.00	0.00	225,949.38	312,492.41
410	Instruc. Materials Allotment	0.00	0.00	128,891.60	128,891.60
***	Fund Summary Totals ***	0.00	0.00	354,840.98	441,384.01

***** End of report *****

Update Prosperity Bank Account Information for the Workers' Compensation Account

Presented for:

Board Action

Report/Review Only

Supporting documents:

None

Attached

Provided Later

Contact Person:

Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services/Chief Financial Officer

Background Information:

Claims Administrative Services (CAS) is a third party administrator who manages the workers' compensation account for the District through Prosperity Bank. The District has historically had District Officers (Board Members) and CAS Officers as signors on the accounts at Prosperity Bank. The Officers at CAS have changed and after a review, the Business Office is recommending to only have District Officer's as signors on the bank account. As a result, the District signature card will need to be updated to only have District Board Members as signors.

Also, there had been two (2) accounts set up for workers' compensation at Prosperity Bank in the past. The Business Office is recommending to only have one account and to close the second inactive account.

Fiscal Implications:

There is no fiscal implications for updating signors on an account.

Administrative Recommendation:

Administration recommends the Board approve updating the signature card for the Workers' Compensation Account at Prosperity Bank and to close the inactive bank account.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“*Lease*”) is entered into effective as of the August 1, 2022 (“*Effective Date*”), by and between the Landlord and the Tenant hereinafter named. In consideration of the respective covenants, obligations, and agreements of the parties set forth herein, the legal sufficiency of which is acknowledged by each of the undersigned, Landlord and Tenant agree as follows:

ARTICLE 1 - DEFINITIONS AND BASIC LEASE PROVISIONS

1.1 Definitions and Basic Lease Provisions. For the purposes of this Lease, the following terms and provisions shall have the respective meanings attributed to them below:

(a) Landlord: **Texas State Technical College**, an agency of the State of Texas (“**TSTC**” or “**Landlord**”)

(b) Landlords’ Addresses:

Notice Address: Texas State Technical College System
119 North Lowrance Road
Red Oak, Texas 75154
Attn: Marcus Balch, Provost
marcus.balch@tstc.edu

or such other place as Landlord may designate in writing to Tenant pursuant to Sub-article 16.1.

Rent Payment Address: Texas State Technical College System
3801 Campus Drive
Waco, Texas 76705
Attn: Chad E Wooten, Vice President Financial Accounting

or such other place as Landlord may designate in writing to Tenant pursuant to Sub-article 16.1.

(c) Tenant: **Red Oak Independent School District**, a political subdivision of the State of Texas (“**ROISD**” or “**Tenant**”)

(d) Tenant’s Address:

Notice Address: Red Oak Independent School District
109 W. Red Oak Road
Red Oak, Texas 75154
Attn: Kevin Freels, Assistant Superintendent
kevin.freels@redoakisd.org

or such other places as Tenant may designate in writing to Landlord pursuant to Sub-article 16.1.

With a copy to:

or such other places as Tenant may designate in writing to Landlord pursuant to Sub-article 16.1.

(e) Leased Premises: Landlord leases to Tenant parts of a building located in the

County of Ellis, State of Texas, and more particularly described as follows, to-wit:

Said leased premises to include a portion of Jim Pitts Technology Center located at 119 North Lowrance Road, Red Oak, Texas 75154, upon the TSTC North Texas Campus, identified further as follows: said leased premises include classroom nos. 222, 125, and 126, and office no. 112.3 (3,428 total square feet). The leased premises are further described in the attached **Exhibit A**.

(f) Rent:	(1) <u>Rent Period</u>	<u>Monthly Rent</u>
	From August 1, 2022 Until July 31, 2023	\$850.00

Rent is to be paid by the Tenant to Landlord on the first business day of each month beginning on the Commencement Date and ending on the Expiration Date described below. Rent installments unpaid for more than five (5) days shall bear interest at the rate of ten percent (10%) per annum commencing on the day after each such installment was due.

Further, Tenant will provide police services at the Leased Premises related to Tenant's employees, Tenant's students, or Tenant's invitees.

(g) Initial Term: Twelve (12) months, beginning on the Commencement Date and ending on the Expiration Date described below, subject to an Extension Term or Early Termination in accordance with the provisions of this Lease.

(h) Commencement Date: The earlier of (a) August 1, 2022, or (b) the date that Landlord delivers the Leased Premises to Tenant in the Required Delivery Conditions (as defined in Sub-article 4.1 below).

(i) Expiration Date: July 31, 2023.

(j) Permitted Use: Tenant may use the Leased Premises for all lawful purposes, including but not limited to instruction, offices, and any ancillary use related to any of the foregoing. Tenant also has the right to use all parking, roadways, sidewalks, and other improvements appurtenant to the Leased Premises, unless otherwise limited herein. However, Landlord may, in its sole discretion, designate certain parking spaces appurtenant to the Leased Premises for Landlord's exclusive use. Tenant's permitted use of the Leased Premises shall not be disruptive to, or interfere with, the normal operations of the Landlord's campus or airport.

Tenant shall not use any other Landlord facilities without prior approval.

(k) Normal Business Hours: n/a

- (l) **Landlord's Broker:** n/a
- (m) **Tenant's Broker:** n/a

1.2 Construction. Each of the foregoing definitions and basic lease provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease. If there is a conflict between any provisions of this Article 1 and any other provisions of this Lease, the latter will control.

ARTICLE 2 – GRANT

2.1 Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises for the Initial Term, on the terms and conditions set forth in this Lease. Tenant is to have and to hold the Leased Premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them, including but not limited to any easements, rights, title, and privileges of Landlord, existing now or at any time during the Initial Term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the Leased Premises and reversions that may later accrue to Landlord as owner of the Leased Premises by reason of the closing of any street, sidewalk, or alley. In addition, Landlord grants to Tenant an access easement and right-of-way across its property adjacent or surrounding the Leased Premises for vehicle and pedestrian access to the Leased Premises by Tenant's employees and invitees.

ARTICLE 3 - TERM

3.1 Initial Term. The initial term of this Lease ("**Initial Term**") shall commence on the Commencement Date and expire on the Expiration Date without further notice, unless sooner terminated or extended in accordance with the provisions of this Lease. Any holding over by Tenant after the Initial Term expires will not constitute a renewal of the Lease or give Tenant any rights under the Lease in or to the Leased Premises.

3.2 Extension Term. If Tenant holds over and continues in possession of the Leased Premises after the Initial Term expires, Tenant will be considered to be occupying the Leased Premises on a month-to-month tenancy, subject to all the terms of this Lease. Such month to month tenancy may be terminated by either party with 30 days' notice. The Rent to be paid by Tenant to Landlord during any Extension Term shall be determined by a market analysis conducted by the Landlord, which may or may not be the same as described in Sub-article 1.1(f).

3.3 Early Termination. Tenant may terminate this Lease at any time during the Initial Term if Tenant's right or authority to conduct business on the Leased Premises as contemplated herein is terminated or discontinued by governmental action. Tenant shall give at least ninety (90) days prior written notice to Landlord of Tenant's intended date of termination of this Lease and shall continue to make its rental payments as due through the date of termination. From and after the date of early termination, the parties shall have no further rights and obligations hereunder except those that expressly survive the termination of this Lease. Upon Earlier Termination of this Lease by the Tenant, all existing Improvements upon the Leased Premises, whether made by Tenant or not, and fixtures annexed thereto, shall vest in and become the property of Landlord, at no additional cost to Landlord and without any instrument of conveyance. Notwithstanding the foregoing, Tenant covenants and agrees, upon Landlord's demand, on or after Early Termination of the Lease Agreement, to execute any instruments requested by Landlord in connection with the conveyance of such Improvements.

ARTICLE 4 – DELIVERY AND ACCESSIBILITY INSPECTION

4.1 Delivery.

(a) Required Delivery. Landlord agrees to deliver possession of the Leased Premises to Tenant on or before August 1, 2022, ("**Required Delivery Date**"), free of all rights of possession other than Tenant's right of possession pursuant to this Lease.

(b) Delayed Delivery. If Landlord is unable to give Tenant possession of the Leased Premises by the Required Delivery Date for any reason, Tenant may opt to extend the Expiration Date by the same number of days between the Required Delivery Date and the date Landlord actually delivers possession of the Leased Premises to

Tenant.

Notwithstanding anything to the contrary herein, Tenant is not obligated to pay Rent and other sums under this Lease or to perform any of the covenants and conditions herein contained until the Leased Premises have been delivered.

ARTICLE 5 - RENT

5.1 Rent. As compensation to Landlord for the Lease of the Leased Premises, Tenant agrees to perform its covenants under this Lease and to pay to Landlord, in the manner and time set forth herein, the Rent described in Sub-article 1.1(f).

5.2 Late Charges. If any installment of Rent or any other payment payable by Tenant to Landlord under this Lease shall not be paid within five (5) days of the due date, then such delinquent amount shall accrue interest from the 5th day after the date due until paid at a rate of 10% per annum.

5.3 Texas State Auditor's Office. Tenant acknowledges and agrees that, notwithstanding anything to the contrary set forth in this Lease, the Texas State Auditor's Office (or any successor agency thereto, the "*State Auditor*") is authorized under applicable Texas law to conduct an audit or investigation in connection with any of the funds or payments received and accepted by Landlord from Tenant pursuant to this Lease. Tenant agrees to cooperate with the State Auditor in the conduct of any such audit or investigation, including, without limitation, providing the State Auditor with all records requested as may be required under applicable Texas law.

ARTICLE 6 - OCCUPANCY AND USE

6.1 Permitted Use Of Leased Premises. Tenant shall use the Leased Premises solely for the Permitted Use, except as otherwise agreed in writing by Landlord.

6.2 Lawful Use of Leased Premises. Landlord represents and warrants to Tenant that the Permitted Use of the Leased Premises does not violate any building code or zoning ordinance applicable to the Leased Premises. Tenant agrees not to use the Leased Premises for any purpose that violates any federal, state or local statute, ordinance or regulation that is applicable to Tenant or Tenant's use and occupancy of the Leased Premises. Tenant is not considered to have violated this provision unless (1) Landlord has notified Tenant in writing specifying the alleged violation, (2) the specified law, regulation, or ordinance is valid and applies to the Leased Premises, and Tenant is in violation thereof, and (3) Tenant has had a reasonable time (but in no event less than thirty (30) days) after receipt of such writing to cure the specified violation, but has failed to do so.

6.3 No Nuisance. Tenant will not use, occupy or permit the use or occupancy of the Leased Premises in any manner that constitutes waste or a public or private nuisance.

6.4 Hazardous and Toxic Materials.

(a) Definition of Hazardous Materials. For purposes of this Lease, "*Hazardous Materials*" shall mean bio-medical and bio-hazardous materials and waste, asbestos-containing materials, and all other materials, substances, wastes and chemicals classified as hazardous or toxic substances, materials, wastes or chemicals under then-applicable local, state and federal governmental laws, rules or regulations or that are subject to any "right-to-know" laws or requirements.

(b) Tenant's Covenants Regarding Hazardous Material. Tenant shall not knowingly incorporate into, or use or otherwise place or dispose of at the Leased Premises any Hazardous Materials, save and except for the use, generation and storage on the Leased Premises of commercially reasonable quantities of (i) cleaning and office supplies; and (ii) Hazardous Materials used, generated or stored in the ordinary course of Tenant's Permitted Use of the Leased Premises, and then only if such Hazardous Materials are in reasonable quantities and are used, stored and disposed of by Tenant in accordance with applicable law.

(d) Notice of Hazardous Materials. If either Landlord or Tenant has knowledge of the presence of

Hazardous Materials other than those permitted under Sub-article 6.4 (b) above in or on the Leased Premises, the party having knowledge shall notify the other party thereof in writing promptly after obtaining such knowledge.

(e) Violations. If Tenant shall ever violate the provisions of Sub-article 6.4(b) or otherwise contaminate the Leased Premises, then Tenant shall at its sole expense (i) remediate the violation in compliance with all then current and applicable governmental standards, laws, rules and regulations and then prevalent industry practice and standards; and (ii) repair any damage to the Leased Premises, within such period of time as may be reasonable under the circumstances (“*Environmental Corrective Work*”). A party obligated to perform Environmental Corrective Work shall notify the other party in writing of its proposed method, time and procedure for such Environmental Corrective Work and the other party shall have the right to require reasonable changes in such method, time or procedure and/or to require the same to be done after Normal Business Hours.

6.5 Signage. Subject to Landlord’s written approval, Tenant may install signage (i) on or next to the doors of the Leased Premises, and (ii) on any pylon or monument (if any) located on the Leased Premises that has been designated by Landlord for the display of signage by tenants.

6.6 Landlord’s Rules and Regulations. Tenant will abide by all reasonable rules and regulations promulgated by Landlord for the proper operation of the Leased Premises that do not unreasonably interfere with Tenant’s use of the Leased Premises. Any rule or regulation promulgated by Landlord after the Commencement Date shall be effective to Tenant no earlier than 30 days after Tenant has received a written copy of the rule. In case of any conflict between the provisions of this Lease and any of the foregoing rules and regulations as originally or as hereafter promulgated by Landlord, the provisions of this Lease shall control.

ARTICLE 7 - UTILITIES AND SERVICES

7.1 Services To Be Provided. Intentionally Deleted.

ARTICLE 8 – MAINTENANCE AND REPAIRS

8.1 Tenant’s Obligation to Maintain and Repair. Landlord shall not have the duty to maintain or repair any portion of the Leased Premises. At all times during the Lease term, Tenant will keep and maintain, or cause to be kept and maintained, all buildings and improvements erected on the Leased Premises, and all contents thereof, in a good state of appearance and repair and in compliance with all applicable laws, at tenant's own expense. Upon the termination of this Lease, Tenant shall deliver the Leased Premises to Landlord in good condition and repair, reasonable wear and tear excepted. Before any repairs are made to the Leased Premises, Tenant must communicate to Landlord (1) the extent of the damage to the Leased Premised, (2) the repairs to be made to the Leased Premises to correct the damage, and (3) who Tenant intends to utilize to make said repairs. Landlord shall have final approval for any repairs made to the Leased Premises by the Tenant. In the event the repairs do not meet with Landlord's approval, Landlord shall have the option to correct the repair and Tenant shall be responsible for all associated costs.

8.2 Damage or Destruction. Intentionally Deleted.

ARTICLE 9 – TENANT ALTERATIONS AND LIENS

9.1 Tenant Alterations. Tenant has the right to install within the Leased Premises any and all fixtures, equipment, and other personal property required by Tenant for the conduct of the Permitted Use. Except as provided otherwise herein, Tenant shall not make any alterations, additions or improvements with a value in excess of \$5,000 to the Leased Premises without the prior written consent of Landlord. If the Landlord consents to such alterations, additions or improvements, the parties shall at the time agree in writing as to whether the whole or any part of the alterations, additions or improvements will, at the expiration or earlier termination of any Term, be left in place on the Leased Premises or removed from the Leased Premises by and at the expense of Tenant.

9.2 Condition at Termination. All alterations, installations, additions and improvements made and installed and paid for by Tenant shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof at the end of the Initial Term or any Extension Term of this Lease. Upon the expiration of the Lease, Tenant shall deliver the Leased Premises to Landlord in the same condition as when delivered to Tenant,

reasonable wear and tear, damage by casualty or condemnation, and alterations, additions or improvements required to be left in place as set forth in Sub-article 9.1 above excepted. Notwithstanding anything to the contrary herein, Tenant may remove from the Leased Premises at any time any and all machinery, equipment, trade fixtures, furniture, furnishings and other personal property owned by Tenant provided that Tenant repairs any damage to the Leased Premises caused by such removal.

9.3 Liens. Tenant shall keep the Leased Premises free from all liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

ARTICLE 10 - INSURANCE

10.1 Insurance.

(a) Insurance on Buildings and Improvements. Intentionally Deleted.

(b) Construction Liability Insurance. Intentionally Deleted.

(c) Insurance Certificates and Additional Terms. Tenant must furnish Landlord with certificates of all insurance required by this Article, and each policy required shall provide that coverage shall not be cancelled, except with notice to Landlord. For any claims related to this Lease, the insurance policies required by this Article shall be the primary insurance coverage.

(d) Insurance of Leased Premises. During the period of the Initial Term or the Extension Term, Tenant shall keep the Leased Premises insured against loss or damage by fire, with the extended coverage endorsement or its equivalent in such responsible insurance companies as Tenant shall select and Landlord shall approve, and in amounts not less than one-hundred percent (100%) of the fair insurable value of the Lease Premises. Such policy or policies of insurance shall name Landlord as the insured or beneficiary.

(e) Subrogation. It is required that a waiver of subrogation endorsement on all of Tenant's insurance policies be provided. This endorsement shall state that the insurance company waives its rights to subrogate against Landlord for any claim or cause of action attributable to the negligence of any party other than the insured.

(f) Indemnification. Landlord shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Premises, or any part thereof, or caused by any defect in any building, structure, or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any negligent act or omission of Tenant, or of its agents, employees, licensee, or invitees, or by or from any accident on the land or any fire or other casualty thereon, or occasioned by the failure of Tenant to maintain the Leased Premises in safe condition; and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage, or injury of Tenant unless caused by acts of omissions of Landlord and hereby agrees to indemnify and hold Landlord entirely free and harmless from all liability for which the Landlord is legally responsible for any such loss, damage, or injury of other persons, and from all costs and expenses arising therefrom.

(g) Liability Insurance. Tenant acknowledges that because Landlord is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Landlord or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act, *Texas Civil Practice and Remedies Code*, Chapter 101, as amended from time to time.

ARTICLE 11 – ASSIGNMENT AND SUBLEASE

11.1 Tenant may not sell or assign its leasehold estate, in its entirety or any portion of it, and may not sublet the Leased Premises or any portion of them or any portion of any building or other improvement erected on the Leased Premises, except with the prior written consent of Landlord.

ARTICLE 12 - CONDEMNATION

12.1 Parties' Interests. If the Leased Premises or any part of them are taken for public or quasi-public purposes by

condemnation as a result of any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this article governs Landlord's and Tenant's interests in the award or consideration for the transfer and the effect of the taking or transfer on this Lease.

12.2 Total Taking-Termination. If the entire Leased Premises are taken or so transferred as described in Sub-article 12.1, this Lease and all of the rights, title, and interests under it will cease on the date that title to the Leased Premises or part of them vests in the condemning authority. Tenant will be refunded Rent paid during the then current Initial Term or Extension Term, and said refund will be in an amount that is proportional to the time which Tenant will not occupy the Lease Premises

12.3 Partial Taking-Termination. If only part of the Leased Premises is taken or transferred as describe in Sub-article 12.1, this Lease will terminate if, in Tenant's opinion, the remainder of the Leased Premises is in such a location, or is of such form, shape, or reduced size, that Tenant's operations cannot be effectively and practicably continued on the remaining Leased Premises. In that event, this Lease and all rights, title, and interest under it will cease on the date that title to the portion of the Leased Premises taken or transferred vests in the condemning authority. Tenant will be refunded Rent paid during the then current Initial Term or Extension Term, and said refund will be in an amount that is proportional to the time which Tenant will not occupy the Lease Premises.

12.4 Partial Taking-Continuation with Rent Abatement. If part of the Leased Premises is taken or transferred as described in Sub-article 12.1 and, in Tenant's opinion, the remainder of the Leased Premises is in such a location and in such form, shape, or size that Tenant's operations can be effectively and practicably continued on the remaining Leased Premises, this Lease will terminate with respect to the portion of the Leased Premises taken or transferred as of the date title to such portion vests in the condemning authority but will continue in full force with respect to the portion of the Leased Premises not taken or transferred. As of that date, the rent will be reduced during the unexpired portion of this Lease to that proportion of the monthly rent that the value of the part of the Leased Premises not taken bears to the value of the total of the Leased Premises.

12.5 Voluntary Conveyance. Nothing in this article prohibits Landlord from voluntarily conveying all or part of the Leased Premises to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance will be treated as a taking within the meaning of this Article. Landlord will give Tenant at least 30 days' written notice prior to voluntarily conveying all or part of the Leased Premises

ARTICLE 13 – WARRANTIES AND COVENANTS

13.1 Warranty of Title. Landlord warrants that it is the owner in fee simple absolute of the Leased Premises.

13.2 Warranty of Quiet Enjoyment. Landlord covenants that as long as Tenant pays the rent and other charges under this Lease and observes the covenants and terms of this Lease, Tenant will lawfully and quietly hold, occupy, and enjoy the Leased Premises during the Lease term without being disturbed by Landlord or any person claiming under Landlord, except for any portion of the Leased Premises that is taken under the power of eminent domain.

13.3 Inspection and Acceptance. Tenant has had the opportunity to inspect the Leased Premises, and to conduct all testing on the Leased Premises which it desired prior to the execution of this Lease, including but not limited to environmental studies, soil sampling, drainage studies, etc. Tenant is satisfied with the extent of its studies and the results thereof, and hereby accepts the Leased Premises "AS IS, WHERE IS, AND WITH ALL FAULTS," and subject to any and all applicable restrictions, easements, and other encumbrances, of record in the Official Real Property Records of Ellis County, Texas. TENANT AGREES AND ACKNOWLEDGES THAT THERE ARE NO EXPRESS WARRANTIES FROM LANDLORD PERTAINING TO THE LEASED PREMISES, EXCEPT THE WARRANTIES OF TITLE AND QUIET ENJOYMENT SET OUT IN THIS ARTICLE 13, ABOVE. TENANT ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO IMPLIED WARRANTIES OF ANY KIND ARISING OUT OF THIS LEASE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT LANDLORD HAS MADE NO WARRANTIES OR REPRESENTATIONS CONCERNING ANY HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL MATTERS WHICH MAY AFFECT ALL OR ANY PORTION OF THE LEASED PREMISES, AND LANDLORD HEREBY EXPRESSLY DISCLAIMS AND

TENANT HEREBY EXPRESSLY WAIVES ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY AND ALL SUCH MATTERS.

ARTICLE 14 – TITLE TO PROPERTY

14.1 Title to Personal Property. It is expressly understood and agreed that any and all items of personal property owned, placed or maintained by Tenant on the Leased Premises during the term hereof shall be and remain Tenant's property. Provided that Tenant is not in default under this Lease Agreement, it may remove or cause to be removed all such items from the Leased Premises. At Landlord's sole election, any such items remaining on the Leased Premises more than thirty (30) days after the expiration of the Lease term hereof, shall then belong to Landlord without payment of consideration therefor.

14.2 Title to Improvements Constructed on the Leased Premises during the Lease Term. All foundations, buildings, alterations, additions or improvements (hereinafter "Improvements") made by Tenant upon the Leased Premises are and shall be the property of Tenant during the Lease term.

14.3 Title to Constructed Improvements Upon Expiration of Term. All existing Improvements upon the Leased Premises, whether made by Tenant or not, and fixtures annexed thereto, shall vest in and become the property of Landlord, at no additional cost to Landlord and without any instrument of conveyance, upon the expiration of the Lease term, including any extensions of the Initial Term, or upon earlier termination of this Lease. Notwithstanding the foregoing, Tenant covenants and agrees, upon Landlord's demand, on or after termination of the Lease Agreement, to execute any instruments requested by Landlord in connection with the conveyance of such Improvements.

ARTICLE 15 - DEFAULT

15.1 Default. Should either Landlord or Tenant default in the payment and/or performance of its obligations due under the terms of this Lease, the other party, after giving thirty (30) days written notice specifying in detail the nature of the default and the possible cost incurred in performing or paying the applicable obligations, shall have the right to perform such obligations and/or advance such needed sums to do so. In the event either party undertakes such performance or advances such sums, the defaulting party shall be obligated to pay to the non-defaulting party an amount equal to the value of such performance and all sums incurred by the non-defaulting party in connection with the performance of the defaulting party's obligations plus interest pursuant to the Texas Prompt Pay Act, Texas Government Code Chapter 2251, from the date of the performance by the non-defaulting party, together with the sum of all other obligations of the defaulting party subsequently due under this Lease.

15.2 Dispute Resolution Provisions. Tenant acknowledges that Landlord is an agency of the State of Texas and by law may not participate in binding arbitration. If at any time there is an issue or dispute between Landlord and Tenant regarding this Lease and the performance of a Party hereunder, the Parties will, within 10 days following mailing of written request for a meeting concerning such issue or dispute, meet in face-to-face negotiations in an attempt to resolve the matter. If thereafter the Parties agree to non-binding mediation in a further effort to resolve the dispute, the Parties will choose a mutually agreeable third party neutral to mediate the dispute between the Parties. Mediation shall be non-binding and shall be confidential. All expenses of mediation, except expenses of the individual Parties, shall be shared equally by the Parties. Each Party shall be represented in the mediation by a person with authority to settle the dispute.

ARTICLE 16 - NOTICES

16.1 Notices. Notices hereunder shall not be effective unless in writing. Notices hereunder shall be deemed to have been received when delivered in person or three days after the same are mailed by registered or certified mail, postage prepaid, and addressed as provided in Sub-article 1.1(b) or Sub-article 1.1(d), as applicable, or to such other address or to the attention of such other person as shall be designated from time to time in writing by the applicable party and sent in accordance herewith.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 No Waiver. No waiver by Landlord or by Tenant of any provision of this Lease shall be deemed to be a

waiver by that Party of any other provision of this Lease. No waiver by a Party of any breach of this Lease or event of default by the other Party shall be deemed a waiver of any subsequent breach of this Lease or event of default by that other Party of the same or any other provision of this Lease.

17.2 Right of Entry and Inspection. Tenant must permit Landlord or its agents, representatives, or employees to enter the Leased Premises at all reasonable times, and (except for emergency situations) upon reasonable notice, for the purposes of (1) inspection; (2) determining whether Tenant is complying with this Lease; and (3) maintaining, repairing, or altering the Leased Premises in accordance with the provisions of this Lease. However, Landlord shall have no duty to make entry or conduct inspections contemplated under this Sub-article.

17.3 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Texas.

17.4 No Partnership or Joint Venture. The relationship between Landlord and Tenant is at all times solely that of landlord and tenant and may not be deemed a partnership or a joint venture.

17.5 Force Majeure. If the performance by either party of any provision of this Lease is delayed or prevented by (i) an act of God such as a pandemic, weather or an earthquake; (ii) an act of war or terrorism; or (iii) restriction by any governmental authority ("*Force Majeure*"), then, except as otherwise provided in this Lease, the period for the Party's performance of the provision shall be automatically extended for the same amount of time that the Party is so delayed or hindered. However, this paragraph shall not relieve a Party from its obligations hereunder to pay Rent, monies or funds when due.

17.6 No Termination on Bankruptcy. Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver will not affect this Lease as long as Tenant and Landlord or their respective successors or legal representatives continue to perform all covenants of this Lease.

17.7 Parties Bound. This Lease binds, and inures to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

17.8 Severability. If any provision in this Lease is held by a court with jurisdiction to be invalid or inoperative, the remainder of this Lease shall not be affected by that holding and, so far as is reasonable and possible, effect shall be given to the intent manifested in the portion held invalid or inoperative.

17.9 Amendment. This Lease may be amended, modified or supplemented only by an instrument in writing executed by all parties hereto.

17.10 Interpretation of Lease. Each party and its counsel have reviewed and revised this Lease after arms-length negotiations. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not apply to this Lease or any amendments hereof.

17.11 Headings. The captions in this Lease are for convenience only and shall not be deemed to define, limit or affect in any way the scope, meaning, intent or extent of this Lease or any part of it.

17.12 Authority. Each party represents and warrants that (a) such party has the full power and authority to enter into this Lease and to perform its provisions and (b) the person signing on behalf of such party has been duly authorized by such party to sign this Lease on its behalf.

17.13 Entire Agreement. This Lease contains all of the agreements of the parties hereto with respect to the transaction contemplated in this instrument and supersedes any prior understandings, or written or oral agreements between the parties concerning the subject matter of this Lease.

17.14 Time of the Essence. Except as otherwise provided in this Lease, time is of the essence in the performance of each and every provision in this Lease.

17.15 Counterparts. This Lease may be executed in one or more counterparts and may be electronically transmitted,

each of which for all purposes shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

17.16 No Waiver of Immunity. Landlord is an agency of the State of Texas and nothing in this Lease shall be interpreted as a waiver or relinquishment of any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Lease and the performance of the covenants contained herein. Nothing herein shall be construed as a waiver of Landlord's sovereign immunity.

17.17 Rights and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

17.18 Exhibits and Attachments. All Exhibits, attachments, riders and addenda referred to in this Lease are incorporated in this Lease and made a part hereof for all intents and purposes.

17.19 No Third-Party Beneficiaries. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm, or entity other than the parties hereto and their respective successors or permitted assigns, any remedy or claim as a third-party beneficiary or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

17.20 Board Approval. Notwithstanding any other provision of this Lease to the contrary, the obligations of Landlord under this Lease shall not be enforceable against Landlord unless and until this Lease has been approved by the Board of Regents of Texas State Technical College.

17.21 Funding Contingency. Performance by Landlord under this Lease may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Landlord will issue written notice to Tenant and Landlord may terminate the Agreement without further duty or obligation hereunder. Tenant acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Landlord.

ARTICLE 18 – CONSTRUCTION REQUIREMENTS

- 18.1 General Conditions. Intentionally Deleted.
- 18.2 Approvals Required. Intentionally Deleted.
- 18.3 Costs of Construction. Intentionally Deleted.
- 18.4 Copies of Documents. Intentionally Deleted.
- 18.5 Easements, Zoning, and Restrictions. Intentionally Deleted.

ARTICLE 19 – TAXES

- 19.1 Payment by Tenant. Intentionally Deleted.
- 19.2 Payment by Landlord. Intentionally Deleted.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Lease, as of the last date below.

Landlord

Texas State Technical College

By: _____

Jonathan Hoekstra

Vice Chancellor & Chief Financial Officer

Date:

Tenant

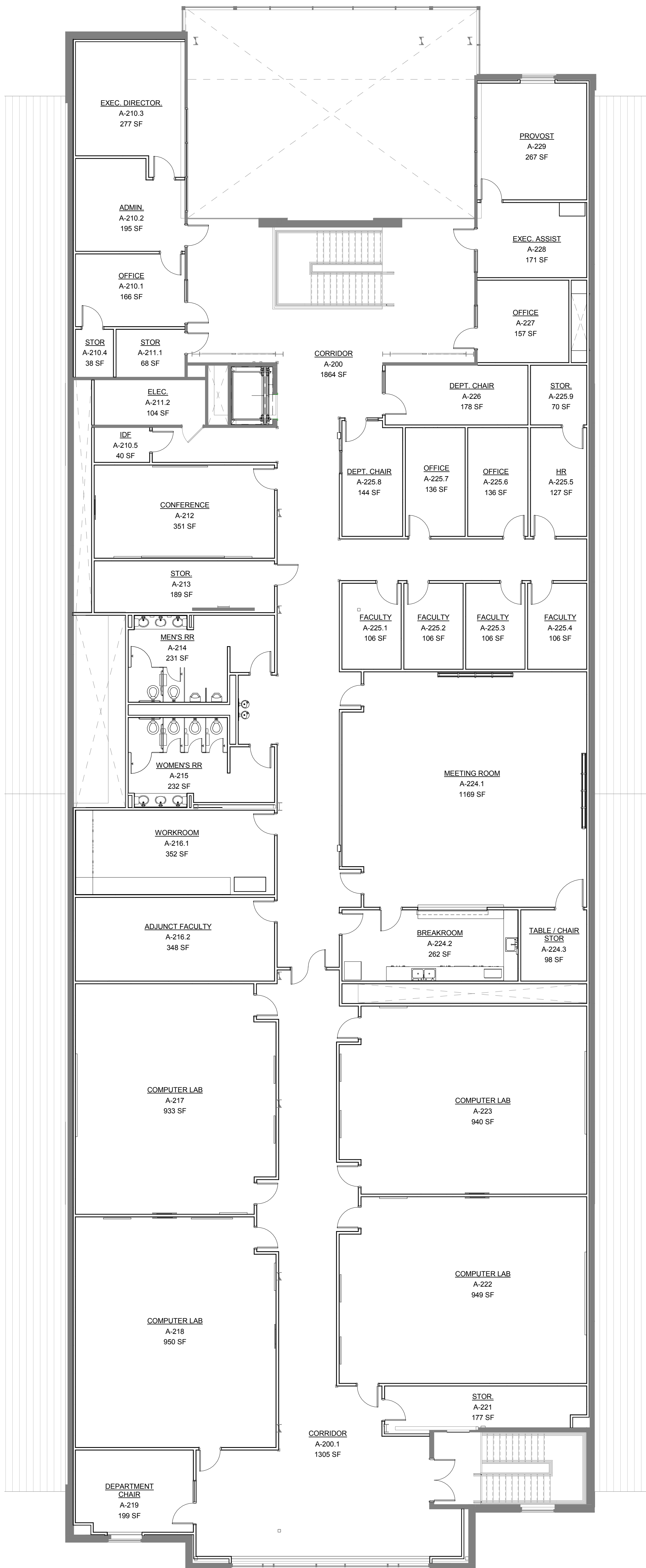
Red Oak Independent School District

By: _____

Kevin Freels

Assistant Superintendent

Date:



Ellis County Tax Assessor/Collector Contract

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services/Chief Financial Officer

Background Information:

Many school districts in Texas contract with their County Tax Assessor/Collector to collect the district’s property taxes (ad valorem taxes) per Texas Tax Code § 6.24 through an intergovernmental contract on behalf of the district. Ellis County Tax Assessor/ Collector has been collecting the Red Oak ISD’s property taxes for many years.

The Ellis County Tax Assessor/Collector has provided the District with a contract outlining the terms and conditions under which the Assessor/Collector will provide services for the assessment and collection of Ad Valorem taxes levied by the District. Services to be provided include receiving the Certified Appraisal Roll from the Appraisal District and monthly charges thereto; providing mortgage companies, property owners, and tax representatives tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing.

Fiscal Implications:

The fee for the services provided by the Ellis County Tax Assessor/Collector has been budgeted in the 2022-2023 budget.

Administrative Recommendation:

Administration recommends the School Board approve the Contract with the Ellis County Tax Assessor/Collector for the collection of property taxes.



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND RED OAK INDEPENDENT SCHOOL DISTRICT

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Red Oak Independent School District (“Taxing Unit”) and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter “ECTAC”) shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit’s taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit’s behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.

- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax

Office’s depository account to the Taxing Unit’s designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit’s behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit’s behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit’s behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit’s independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____
Richard Rozier, Tax Assessor/Collector

Date

Ellis County, Texas

Taxing Unit

ATTEST:

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit “A”

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector’s Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor’s Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

Joint Election Contract for Election Services

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Brenda Sanford, Superintendent

Background Information:

An agreement with Ellis County Elections Department to conduct the Red Oak ISD November 8, 2022 regular election.

Fiscal Implications:

None.

Administrative Recommendation:

Administration recommends that the Board approve the Joint Election Contract for Election Services.



November 8, 2022
General and Special Elections
Contract for Joint Election Services



November 8, 2022 General and Special Election

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I.....Duties and Services of County Election Officer
II..... Duties and Services of Participating Political Subdivisions
III.....Cost of Election
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Exhibits

Exhibit A.....Early Voting Schedule and Locations
Exhibit B.....Election Day Vote Center Locations
Exhibit C.....Cost of Services
Exhibit D.....List of Political Subdivisions Races on Ballot



**THE STATE OF TEXAS
ELLIS COUNTY**

**JOINT CONTRACT FOR
ELECTION SERVICES**

§

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following **AS OF AUGUST 31, 2022**:

ELLIS COUNTY
CITY OF ENNIS
CITY OF GLENN HEIGHTS
CITY OF MILFORD
AVALON ISD
FERRIS ISD
RED OAK ISD
BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT
ELLIS COUNTY FRESH WATER SUPPLY DISTRICT NO. 1

hereinafter referred to as "Participating Political Subdivisions" and JANA ONYON, Elections Administrator of Ellis County, Texas, hereinafter referred to as "County Election Officer", pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the November 8, 2022 General and Special Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. **IT IS AGREED AS FOLLOWS:**

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, central counting station and early voting ballot board personnel.

a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Clerks, Central Counting



Station and Ballot Board personnel of his or her appointment made by Commissioners' Court and/or the Elections Board by the "List Procedure" requirements according to the appointing authority in the Election code. The presiding election judge of each polling place will use his/her discretion to determine when additional manpower is needed during peak voting hours and notify the County Election Officer. The County Election Officer will help determine the number of clerks to work at the polls. Election judges will be secured by the Party Chairs and early voting personnel shall be secured by the County Election Officer according to the Election Code 32.002, 32.034, and 85.009.

- b. Election Judges, Alternate Judges, Clerks and Student Clerks shall attend the County Election Officer's school of instruction. (Date and location to be determined)
 - c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
 - d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$12.00 per hour and clerks shall receive \$10.00 per hour for services. Each election day judge shall receive \$12.00 per hour for services rendered; each alternate judge shall receive \$12.00 per hour for services; and clerk shall receive \$10.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services. Each worker that attends training class shall receive hours of pay. Overtime will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (ie: FICA, Medicaid, etc.)
- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivision agrees that voting at the said Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators and the DS450 Absentee Scanner/Tabulator voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.



- b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
 - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - 1. Equipment includes the rental of DS200 voting machines (1 per site), ADA ExpressVote marking devices (4 or more per site), ballot box, voting signs, and laptop computers.
 - 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, totem display poles, name tags, etc.
- C. The County Election Officer, Jana Onyon, shall be appointed the Early Voting Clerk for this general county election according to the Election Code 83.002.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Early Voting by personal appearance for the said Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract. The voting hours are according to the election code requirements for this election.
 - c. Any qualified voter for the said Election may vote early by personal appearance at any of the Early Voting Vote Center locations within Ellis County. **For this election, The Cowboy Church of Ellis County 2374 West Highway 287 Bypass Waxahachie, TX 75167 will serve as the Main Early Voting Polling Location.**



- d. Some Participating Political Subdivisions have requested additional Early Voting sites pending their participation; therefore Exhibit “A” is subject to change if any of the Participating Political Subdivisions cancel their election.
 - e. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
 - f. All applications for an Early Voting mail ballot shall be received and processed by the Ellis County Elections Administration Office.
 - 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
 - 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Jana Onyon, Early Voting Clerk,
204 E Jefferson Street, Waxahachie, Tx 75165
or faxed to 972-923-5194
or email a scanned copy of signed application to elections@co.ellis.tx.us
(If faxed or emailed, then must receive by mail original application within 4 days)
Application for ballot by mail must be received no later than close of business on Friday, October 28, 2022.
 - 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
 - g. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b)
- D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center Locations.



- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, provide security or provide custodial services for the polling locations.
 - b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached and incorporated by reference into this contract.
 - c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.
 - d. Some Participating Political Subdivisions have requested additional Vote Centers pending their participation; therefore Exhibit "A" and "B" is subject to change if any of the Participating Political Subdivisions cancel their election.
 - e. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Ellis County.
 - f. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
- E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.
- a. The County Election Officer shall prepare, test and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
 - b. The Public Logic and Accuracy Test (L &A) of the electronic voting system shall be conducted. County Election Officer will publish required notice for the L&A Test and a Joint Notice of Election in the local newspaper of time and place as required by the election code.



- c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Ellis County website (www.co.ellis.tx.us/elections). Provisional ballots will be tabulated after election night in accordance with law.
- d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
- f. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
 - 2. The Participating Political Subdivisions can obtain the list of registered voters of who voted from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them.
- f. The County Election Officer shall conduct a manual partial count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.
- F. The County Election Officer shall post the publication of a “Joint Election Notice” by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the “Election Notice” to the Contracting Office to place it on the Elections website in accordance to the Texas Election Code (Sec. 4.008)

II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The Participating Political Subdivisions shall assume the following responsibilities:



- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.

- B. The Participating Political Subdivisions if recent changes have been made, shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, August 22, 2022, if any changes have occurred since the last election the county has held for your entity.

- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
 - 1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Tuesday, August 30, 2022.
 - 2. Exhibit "D" is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any cancellations or withdrawals.
 - 3. The Participating Political Subdivisions shall approve the "blue line" ballot format prior to printing.

- D. The Participating Political Subdivisions shall post the publication of the "Election Order" and "Election Notice" by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I part F of this contract)



- E. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit "C" for required services.
- F. The Participating Political Subdivisions shall submit this **signed contract by Friday, September 23, 2022** and pay the Treasurer's Office a deposit of 80% of the estimated cost to run the said election **AFTER October 1, 2022**. The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The Deposit should be delivered within the mandatory time frame to:

**Ellis County Treasurer
Att. Cheryl Chambers
109 S. Jackson, 3rd Floor
Waxahachie, Texas 75165**

Made payable to: "Ellis County Treasurer" with the note "for election services" included with check documentation.

The signed contract should be delivered or mailed to:

**Ellis County Elections
Attn: Jana Onyon
204 E Jefferson Street
Waxahachie, Texas 75165**

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.

III. COST OF SERVICES. See Exhibit "C."

- A. All actual shared cost incurred in the conduct of the election will be divided by Ellis County and the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. If one of the Participating Political Subdivisions cancels their election, the full cost of the election will be the responsibility of the remaining entities.



- B. An addendum of Exhibit “C” to the contract shall be provided to the remaining participating Political Subdivisions no later than five (5) business days after receipt of any Political Subdivisions notification of intent to withdraw in writing by Ellis County.
- C. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held on Tuesday, December 13, 2022 (subject to changes), if required.

IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has approved it in an official meeting of the governing body.
- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Elections Administrator of Ellis County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and



- perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.
- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Ellis County, Texas (Sec. 31.099)
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- H. Due to recent concerns, if it is determined by the Ellis County Elections Administrator and the Commissioners Court of Ellis County that the health and safety of the Ellis County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Ellis County Elections Administrator and Commissioners Court of Ellis County, at their sole discretion, may elect not to conduct an election for the political subdivision. If Ellis County elects not handle the election of a local subdivision due to health and safety concerns, then Ellis County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code.
- I. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.



COUNTY:

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2022

County Judge Todd Little
Ellis County, Texas

Attest:

County Clerk Krystal Valdez
Ellis County, Texas

Jana Onyon, CERA
Elections Administrator
Ellis County, Texas



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2022

Political Subdivision Name: _____

By: _____

Signature

Printed Name and Title

Ellis County, Texas *Condado de Ellis, Texas*
General and Special Elections *Elecciones General y Especial*
November 8, 2022 *08 de noviembre de 2022*
Early Voting Vote Centers *Centros de votación adelantada*

The below listed Early Voting Vote Centers will be established for any qualified voter with an effective date of registration on or before November 8, 2022. A voter may vote at ANY of the Early Voting Vote Centers for the General and Special Elections.

Las ubicaciones para centros de votación anticipada que se enumeran a continuación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 08 de noviembre de 2022. Un votante puede votar en cualquiera de los lugares de votación anticipada para las Elecciones General y Especial.

Early Voting Location Dates and Times:

Ubicación, fechas, y horarios de la votación anticipada:

1. Main Early Voting Site - The Cowboy Church of Ellis County (Ranch House Rm)

2374 W US Highway 287 BYP Waxahachie, TX 75167

2. Ellis County Sub-Courthouse (Conf. Rm) 207 S. Sonoma Trail Ennis, TX 75119

3. Midlothian Conf. Ctr (Bluebonnet/Lobby) 1 Community Circle Dr. Midlothian, TX 76065

4. Palmer ISD Annex Bldg (Portable Bldg) 303 Bulldog Way Palmer, TX 75152

5. Red Oak Municipal Ctr (Evelyn Pitts Rm) 200 Lakeview Pkwy Red Oak, TX 75154

6. Ferris Public Library (Aubrey Trussell Rm) 301 E 10th St Ferris, TX 75125

Monday, October 24, 2022 <i>lunes, 24 de octubre de 2022</i>	through <i>hasta</i>	Friday, October 28, 2022 <i>viernes, 28 de octubre de 2022</i>	8:00 AM - 6:00 PM <i>8:00 AM - 6:00 PM</i>
Saturday, October 29, 2022 <i>sábado, 29 de octubre de 2022</i>			7:00 AM - 7:00 PM <i>7:00 AM - 7:00 PM</i>
Sunday, October 30, 2022 <i>domingo, 30 de octubre de 2022</i>			1:00 PM - 7:00 PM <i>1:00 PM - 7:00 PM</i>
Monday, October 31, 2022 <i>lunes, 31 de octubre de 2022</i>	through <i>hasta</i>	Friday, November 4, 2022 <i>viernes, 04 de noviembre de 2022</i>	7:00 AM - 7:00 PM <i>7:00 AM - 7:00 PM</i>

Last day to register to vote for the General and Special Elections is: Tuesday, October 11, 2022.

Último día para registrarse para votar en la Elecciones General y Especial es: martes, 11 de octubre de 2022.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Friday, October 28, 2022.

El Último día para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA- por sus siglas en inglés) es: viernes, 28 de octubre de 2022.

Notice is hereby given of state law for acceptable credentials for voting in person. A voter will be required to show one of the seven approved forms of photo identification or voters who do not possess and cannot reasonably obtain one of the seven forms of approved photo ID will be able to execute a Reasonable Impediment Declaration and provide a supporting form of identification.

<https://www.votetexas.gov>

Aviso-por este medio se da aviso de la ley del Estado para las credenciales aceptables para votar en persona. Un votante tendrá que mostrar una de las siete formas aprobadas de identificación con foto o los votantes que no poseen y que razonablemente no pueden obtener una de las siete formas de identificación con fotografía aprobada podrán ejecutar una Declaración de Impedimento Razonable y proporcionar un formulario de respaldo de identificación. <https://www.votetexas.gov>

Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Texas 75165

Or email a scanned copy of signed application to elections@co.ellis.tx.us

Or faxed to 972-923-5194 (If faxed or emailed, then must receive original application within 4 days)

Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a:

Secretaria de la Votación Adelantada 204 E. Jefferson Street Waxahachie, TX 75165

O por correo electrónico una copia e su aplicación firmada a elections@co.ellis.tx.us

O por fax al 972-923-5194 (Si se envía por fax o correo electrónico, debe recibir la solicitud original dentro de los cuatro días)

Ellis County, Texas *Condado de Ellis, Texas*
General and Special Elections *Elecciones General y Especial*
November 8, 2022 *08 de noviembre de 2022*
Election Day Vote Centers *Centros de votación el día de las elecciones*

Polls open from 7:00 am to 7:00 pm
Horario de votación estarán abiertos de 7:00 am a 7:00 pm

The below listed Election Day Vote Centers will be established for any qualified voter with an effective date of registration on or before November 8, 2022. A voter may vote at ANY of the Election Day Vote Centers for the General and Special Elections.

Las ubicaciones para centros de voto de días de votación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 08 de noviembre de 2022. Un votante puede votar en cualquiera de los centros de votación de día de las elecciones para las Elecciones General y Especial.

- | | | |
|----|--|-------------------------|
| 1 | FIRST BAPTIST CHURCH-AVALON (Annex) 206 GILES STREET | AVALON, TX 76623 |
| 2 | FIRST UNITED METHODIST-BARDWELL (Church Annex) 104 PECAN ST | BARDWELL, TX 75119 |
| 3 | BRISTOL UNITED METHODIST (Fellowship Hall) 104 CHURCH ST | BRISTOL, TX 75119 |
| 4 | ELLIS COUNTY SUB-COURTHOUSE (Conf. Rm) 207 S SONOMA TRAIL | ENNIS, TX 75119 |
| 5 | ENNIS WELCOME CENTER (Bluebonnet Rm) 201 NW MAIN STREET | ENNIS, TX 75119 |
| 6 | FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST. | ENNIS, TX 75119 |
| 7 | FERRIS PUBLIC LIBRARY (Aubrey Trussell Rm) 301 E 10TH STREET | FERRIS, TX 75125 |
| 8 | FORRESTON BAPTIST FELLOWSHIP HALL (Foyer) 211 SEVENTH ST. | FORRESTON, TX 76041 |
| 9 | HARVEST OF PRAISE (House of Manna Rm) 2603 S HAMPTON RD | GLENN HEIGHTS, TX 75154 |
| 10 | MT GILEAD BAPTIST CHURCH (Fellowship Hall) 106 HARRIS ST. | ITALY, TX 76651 |
| 11 | FIRST BAPTIST CHURCH-MAYPEARL (Fellowship Hall) 5744 FM 66 | MAYPEARL, TX 76064 |
| 12 | MIDLOTHIAN CHURCH OF CHRIST (Fellowship Hall) 1627 N HWY 67 | MIDLOTHIAN, TX 76065 |
| 13 | MIDLOTHIAN CONFERENCE CTR (Bluebonnet) 1 COMMUNITY CIRCLE DR | MIDLOTHIAN, TX 76065 |
| 14 | MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875 | MIDLOTHIAN, TX 76065 |
| 15 | STONEGATE CHURCH (Auditorium) 4025 E US 287 | MIDLOTHIAN, TX 76065 |
| 16 | THE SHEPHERD'S HOUSE (Auditorium) 3221 MOCKINGBIRD LN | MIDLOTHIAN, TX 76065 |
| 17 | MILFORD SENIOR CITIZEN CENTER (Main Rm) 109 S MAIN ST | MILFORD, TX 76670 |
| 18 | GRACE CHURCH OF OVILLA (Flex Rm Bldg B) 519 WESTMORELAND RD | OVILLA, TX 75154 |
| 19 | OVILLA CITY HALL (Council Chambers) 105 S COCKRELL HILL RD | OVILLA, TX 75154 |
| 20 | PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY | PALMER, TX 75152 |
| 21 | EASTRIDGE BAPTIST CHURCH (Family Activity Ctr) 732 E OVILLA RD | RED OAK, TX 75154 |
| 22 | RED OAK MUNICIPAL CENTER (Pitts Room) 200 LAKEVIEW PKWY | RED OAK, TX 75154 |
| 23 | GRACE COVENANT CHURCH (Dining Hall) 212 N MAIN ST | RED OAK, TX 75154 |
| 24 | THE COWBOY CHURCH OF ELLIS (Ranch House) 2374 W HIGHWAY 287 BYPASS | WAXAHACHIE, TX 75167 |
| 25 | ELLIS COUNTY WOMANS BUILDING (Davis Hall) 407 W JEFFERSON ST. | WAXAHACHIE, TX 75165 |
| 26 | FARLEY STREET BAPTIST CHURCH (GYM) 1116 BROWN ST. | WAXAHACHIE, TX 75165 |
| 27 | FIRST UNITED METHODIST-WAXAHACHIE (Fidelis Hall) 505 W MARVIN AVE | WAXAHACHIE, TX 75165 |
| 28 | PARK MEADOWS BAPTIST CHURCH (Sanctuary) 3350 N HWY 77 | WAXAHACHIE, TX 75165 |
| 29 | SALVATION ARMY OF ELLIS CO. (Fellowship Hall in rear) 620 FARLEY ST. | WAXAHACHIE, TX 75165 |
| 30 | SOUTHLAKE BAPTIST CHURCH (Sanctuary) 2378 S HWY 77 | WAXAHACHIE, TX 75165 |
| 31 | THE AVENUE BAPTIST CHURCH (Cafe Commons) 1761 N HWY 77 | WAXAHACHIE, TX 75165 |

**Estimated Cost for November 8, 2022 Joint General and Special Election
with 8 Political Subdivisions and County**

Item	Estimated Total Invoiced Cost of Election
Election Day Locations	31
Early voting Locations	8
Election Systems & Software (ES&S) Ballots Cost	\$22,000.00
Election Systems & Software (ES&S) Ballot Layout Charges	\$2,300.00
Election Systems & Software (ES&S) Ballot Audio Charges	\$5,400.00
Election Systems & Software (ES&S) Electronic Voting system programing	\$5,300.00
Election Systems & Software (ES&S) Election Day Support	\$4,975.00
Election Systems & Software (ES&S) Absentee Testing and Coding Ballots	\$3,500.00
Newspaper Public Notice of Testing of Electronic Voting System	\$400.00
Newspaper Public Notice of Joint Election	\$4,000.00
Precinct Kits for Early Voting and Election Day: Labels, paper, envelopes, supplies, pens, seals, tape, copies for precinct packets and training packets, signs for posting of state required information at polling place.	\$5,850.00
Rental of County voting equipment DS200 Machines at \$57.50 each	\$2,530.00
Rental of County voting equipment ExpressVote Terminal Marking Device (ADA) at \$33.25 each	\$11,970.00
Movers Transportation of Voting Equipment 8 Early Voting and 31 Election Day locations Dropped off and picked up after election	\$7,775.00
Required Live Streaming Service during Ballot Board and Central Counting Station processes 24/7	\$1,450.00
Rental of facilities for training classes and equipment storage	\$1,800.00
Voting Places Rental Charges	\$3,000.00
Election Day # of Poll workers	260
Election Day: Judges at \$12, Alternate Judges at \$12, Clerks at \$10 31 Polling Location on Election day poll workers, hours on ED, training class, setup, Judge pickup fees \$25	\$58,000.00
Early voting # of Poll workers	190
Early Voting: Judges at \$12, Clerks at \$10 at 8 Early Voting Locations Poll Workers hours, overtime hours, training class, setup, Judge pickup fees \$25, Fica, Medicare	\$48,000.00
Absentee Mail Ballots Request	8000
Cost for Early Voting mail Ballots for postage and materials for each for ballot mailed	\$20,000.00
Early Voting Ballot Board and Cental Counting Station Workers	\$4,500.00
WiFi for Early voting and Election Day Laptops	\$1,200.00
Additional Office Personnel to assist before/during/after the Election and technicians for Early Voting and Election Day, and Election employee accrual overtime hours	\$38,000.00
Technichians Mileage for Early Voting and Election Day Support at polling sites	\$500.00
Estimated Grand Total of Election Expenses	\$252,450
Estimated Cost for County Portion of the Cost	\$212,058
Estimated Cost for Political Subdivisions Portion of Election Expenses	\$40,392
Estimated Cost for Political Subdivisions Election Services Contract 10% Admin Fee	\$4,039
Estimated Total Cost for Political Subdivisions for Joint Election	\$44,431

Political Subdivisions estimated cost of contracting with the Elections Department for November 8, 2022 Joint General and Special Elections (Estimated Cost AFTER Cancellations)

ENTITY	Voters 9/2022	Estimated Cost	80% of Deposit Due
AVALON ISD	544	\$2,500.00	\$2,000.00
BUENA VISTA-BETHEL SUD	5,143	\$4,500.00	\$3,600.00
ENNIS	10,561	\$7,000.00	\$5,600.00
FERRIS ISD (Ellis county portion only) Includes additional requested Early Voting site	5,963	\$10,500.00	\$8,400.00
FRESH WATER DIST 1	190	\$2,500.00	\$2,000.00
GLENN HEIGHTS	3,384	\$4,000.00	\$3,200.00
MILFORD	471	\$2,500.00	\$2,000.00
RED OAK ISD	21,874	\$11,000.00	\$8,800.00

The following Political Subdivisions will be having an Election on November 8, 2022. Entities will be contracting with the Election's Department to conduct their Election.

City of Ennis Special Election voting to adopt or reject one proposed proposition
 City of Glenn Heights General Election for the purpose of electing a Mayor and At-Large Council Members Places 2, 4, & 6
 City of Glenn Heights Special Election to fill a vacancy for the purpose of electing At-Large Council Member Place 5, Unexpired Term
 City of Milford Special Election voting to adopt or reject one proposed proposition
 Avalon ISD General Election for the purpose of electing four At-Large Member of Board of Trustees – Vote for 4
 Ferris ISD Special Bond Election voting to adopt or reject three proposed propositions
 Red Oak ISD Special Bond Election voting to adopt or reject one proposed proposition
 Buena Vista-Bethel SUD General Election for the purpose of electing two At-Large Board of Directors – Vote for 2
 Ellis County Fresh Water Supply District No. 1 Special Bond Election to adopt or reject two proposed propositions

Las siguientes subdivisiones políticas tendrán elecciones el 8 de Noviembre de 2022. Contratarán con el Departamento de Elecciones para llevar a cabo su Elección.

Ciudad de Ennis elección especial votando para aprobar o rechazar una proposición propuesta
Ciudad de Glenn Heights elección general para elegir alcalde y miembro del consejo lugares 2, 4, y 6
Ciudad de Glenn Heights elección especial para llenar una vacante para miembro del consejo de lugares 5, duración restante del cargo
Ciudad de Milford elección especial votando para aprobar o rechazar una proposición propuesta
Distrito Escolar de Avalon elección general para elegir a Cuatro miembros generales de la junta de regentes - votación para 4
Distrito Escolar de Ferris elección especial de bonos votando para adoptar o rechazar tres proposiciones propuestas
Distrito Escolar de Red Oak elección especial de bonos votando para adoptar o rechazar uno proposiciones propuesta
Buena Vista-Bethel SUD elección general para elegir dos miembros de la Mesa Directiva en general - votación para dos
La elección especial de bonos del Distrito No. 1 de suministro de agua potable del condado de Ellis para adoptar o rechazar dos proposiciones propuestas.

Technology Device Purchase – Chromebooks

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Tony Maceda, Director of Information Technology

Background Information:

This purchase of 500 student Chromebooks is necessary to replace all Chromebooks that fall below the required hardware specifications to run the newest software which includes online testing application.

Proposals were received from:

CDWG
Bottom Line Telecommunications
Delcom Group

A quote from Delcom Group per the State of Texas DIR amount of \$177,510.00 is attached. Delcom Group is an approved District vendor in good standing and is Administration’s recommended vendor for this purchase.

Fiscal Implications:

The amount of \$177,510 will be funded from ESSER Funds.

Administrative Recommendation:

Administration recommends that the Board approve the purchase of Chromebooks from Delcom Group as presented.



QUOTATION

39544

BILL TO:		JOB LOCATION:	
COMPANY: RED OAK ISD	COMPANY: ROISD Annex, Tech Dept	DATE: September 7, 2022	
ADDRESS: 156 LOIUSE RITTER BLVD	ADDRESS: 109 W. Red Oak Road	SALES REP: JASON POTTS	
PO BOX 9000		PHONE:	
RED OAK, TX 75154	Red Oak, TX 75154	EMAIL: JPOTTS@DELCOMGROUP.COM	
CONTACT: Tony Maceda	CONTACT: Tiffany Horn	CONTRACT # DIR-TSO-4159 HP	
PHONE: (972)617-4153	PHONE: (972)617-4155		

TITLE:

Chromebooks

SCOPE OF WORK:

SCOPE OF WORK:

- * Receive 500 Chromebooks at Delcom's warehouse.
- * Unbox and Inspect all items.
- * Etch Chromebooks.
- * Deliver Chromebooks to one location.

**Cases will ship direct to Red Oak ISD.

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
436B8UT#ABA	CHROMEBOOK 11MK G9 EDUCATION EDITION - 11.6" - KOMPANIO 500 MT8183 - 4 GB RAM - 32 GB EMMC	500.00	\$261.36	\$130,680.00
UQ990E	HP CARE PACK 3YR DEPOT	500.00	\$29.52	\$14,760.00
CROSSWDISEDU NEW	Google Chrome OS Management Console License, Education	500.00	\$31.00	\$15,500.00
LAP7970	HP G8 & G9 EE 11.6 Chromebook Hard Shell Case	500.00	\$22.34	\$11,170.00
	IT Service - Etch	500.00	\$10.00	\$5,000.00

Warranty and Maintenance

SUBTOTAL:	\$177,110.00
SHIPPING:	\$400.00
TAX:	\$0.00
TOTAL:	\$177,510.00

Delcom Terms and Conditions

[Delcom Terms and Conditions](#)

Please send all Purchase Orders to Orders@delcomgroup.com to prevent processing delays.

RED OAK ISD

Daily Enrollment & Attendance Analysis for the Day ending: 9-9-2022

RED OAK HIGH SCHOOL - 001						
	CY	EOY 2021-22	EOY 2020-21	EOY 2019-20	EOY 2018-19	EOY 2017-18
12th Grade	503	480	423	468	444	455
11th Grade	441	500	477	432	458	439
10th Grade	525	458	529	511	438	458
9th Grade	693	556	475	540	511	456
Total Enrollment	2162	1994	1904	1951	1851	1808

Total Absences:	153
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1st SW ADA Percentage Breakdown		
ROHS	9-9 Only	8-15 THRU 9-23
12th Grade	92.45	94.84
11th Grade	91.38	95.25
10th Grade	91.81	95.35
9th Grade	95.09	94.82

Daily ADA	% of Attendance
2009.00	92.92
1ST SW ADA	% of Attendance
2028.84	95.04
Yearly ADA	% of Attendance
2028.84	95.04

RED OAK MIDDLE SCHOOL - 041						
	CY	EOY 2021-22	EOY 2020-21	EOY 2019-20	EOY 2018-19	EOY 2017-18
8th Grade	540	588	498	470	503	478
7th Grade	503	512	544	514	447	480
6th Grade	481	492	486	529	487	433
Total Enrollment	1524	1592	1528	1513	1437	1391

Total Absences:	58
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1st SW ADA Percentage Breakdown		
ROMS	9-9 Only	8-15 THRU 9-23
8th Grade	94.81	95.70
7th Grade	97.22	95.43
6th Grade	96.67	95.38

Daily ADA	% of Attendance
1466.00	96.19
1ST SW ADA	% of Attendance
1432.05	95.51
Yearly ADA	% of Attendance
1432.05	95.51

ELLIS COUNTY JJAEP - 009						
	CY	EOY 2021-22	EOY 2020-21	EOY 2019-20	EOY 2018-19	EOY 2017-18
12th Grade	0					
11th Grade	0					
10th Grade	0					
9th Grade	4					
8th Grade	3					
7th Grade	0					
6th Grade	0					
5th Grade	0					
Total Enrollment	7					

Total Absences:	-
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1st SW ADA Percentage Breakdown		
JJAEP	9-9 Only	8-15 THRU 9-23
12th Grade		
11th Grade		
10th Grade		
9th Grade	100.00	96.77
8th Grade	100.00	89.47
7th Grade		
6th Grade		
5th Grade		

Daily ADA	% of Attendance
7.00	100.00
1ST SW ADA	% of Attendance
5.84	93.28
Yearly ADA	% of Attendance
5.84	93.28

RED OAK ELEMENTARY - 101						
	CY	EOY 2021-22	EOY 2020-21	EOY 2019-20	EOY 2018-19	EOY 2017-18
5th Grade	71	113	107	98	113	113
4th Grade	98	75	108	116	100	106
3rd Grade	67	97	73	103	101	91
2nd Grade	90	68	95	78	94	101
1st Grade	71	94	72	94	81	90
Kinder	81	62	85	72	79	71
Pre-K	29	38	19	46	36	34
EE	15	22	24	15	15	14
Total Enrollment	522	569	583	622	619	620

Total Absences:	37
------------------------	----

1st SW ADA Percentage Breakdown		
ROE	9-9 Only	8-15 THRU 9-23
5th Grade	98.59	95.69
4th Grade	92.86	95.73
3rd Grade	98.51	96.28
2nd Grade	97.78	95.57
1st Grade	92.96	94.44
Kinder	80.25	92.28
Pre-K	93.33	93.04
EE	71.43	89.96

Daily ADA	% of Attendance
470.00	92.70
1ST SW ADA	% of Attendance
473.82	94.81
Yearly ADA	% of Attendance
473.82	94.81

WOODEN ELEMENTARY - 102		EOY	EOY	EOY	EOY	EOY
	CY	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	92	96	85	118	97	93
4th Grade	77	87	85	97	112	94
3rd Grade	86	74	71	96	96	100
2nd Grade	59	87	79	83	98	91
1st Grade	80	60	88	85	78	91
Kinder	80	72	54	98	73	67
Pre-K	27	38	22	0	29	17
EE	0	1	3	1	3	4
Total Enrollment	501	515	487	578	586	557

Total Absences:	23
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Daily ADA	% of Attendance
478.00	95.41
1ST SW ADA	% of Attendance
473.21	95.25
Yearly ADA	% of Attendance
473.21	95.25

1st SW ADA Percentage Breakdown		
HAW	9-9 Only	8-15 THRU 9-23
5th Grade	97.83	98.06
4th Grade	94.81	93.68
3rd Grade	96.51	95.85
2nd Grade	94.92	96.15
1st Grade	97.50	95.88
Kinder	93.75	93.85
Pre-K	85.19	88.56
EE	0.00	0.00

EASTRIDGE ELEMENTARY - 103		EOY	EOY	EOY	EOY	EOY
	CY	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	78	69	88	67	89	80
4th Grade	98	75	61	75	61	91
3rd Grade	75	89	76	56	79	67
2nd Grade	85	67	72	70	62	73
1st Grade	76	86	61	78	76	65
Kinder	68	68	67	64	64	63
Pre-K	22	21	14	32	14	21
EE	3	4	3	2	1	3
Total Enrollment	505	479	442	444	446	463

Total Absences:	23
------------------------	-----------

Daily ADA	% of Attendance
468.00	95.32
1ST SW ADA	% of Attendance
463.03	95.28
Yearly ADA	% of Attendance
463.03	95.28

1st SW ADA Percentage Breakdown		
EES	9-9 Only	8-15 THRU 9-23
5th Grade	98.72	96.01
4th Grade	96.94	95.27
3rd Grade	94.67	95.43
2nd Grade	94.12	95.45
1st Grade	96.05	95.20
Kinder	92.65	94.37
Pre-K	81.82	93.76
EE	0.00	0.00

SHIELDS ELEMENTARY - 105		EOY	EOY	EOY	EOY	EOY
	CY	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	103	100	88	104	116	106
4th Grade	75	107	86	91	95	111
3rd Grade	73	74	88	85	88	90
2nd Grade	86	77	73	93	75	84
1st Grade	81	79	75	73	89	70
Kinder	84	78	67	78	70	83
Pre-K	38	34	16	35	25	16
EE	8	22	17	10	15	11
Total Enrollment	548	571	510	569	573	571

Total Absences:	19.5
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Daily ADA	% of Attendance
507.50	96.30
1ST SW ADA	% of Attendance
501.13	95.99
Yearly ADA	% of Attendance
501.13	95.99

1st SW ADA Percentage Breakdown		
DTS	9-9 Only	8-15 THRU 9-23
5th Grade	99.03	97.21
4th Grade	95.95	95.79
3rd Grade	98.63	97.28
2nd Grade	98.63	96.90
1st Grade	93.75	94.77
Kinder	95.29	94.37
Pre-K	97.37	95.45
EE	100.00	90.11

SCHUPMANN - 107		EOY	EOY	EOY	EOY	EOY
	CY	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	109	109	90	74	75	82
4th Grade	105	98	81	75	60	69
3rd Grade	111	98	83	68	71	61
2nd Grade	116	94	90	69	63	63
1st Grade	105	109	85	62	65	63
Kinder	92	104	88	68	49	61
Pre-K	32	36	27	22	11	19
EE	3	2	5	3	2	5
Total Enrollment	673	650	549	441	396	423

Total Absences:	33
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1st SW ADA Percentage Breakdown

RPS	9-9 Only	8-15 THRU 9-23
5th Grade	94.50	96.08
4th Grade	98.10	95.45
3rd Grade	96.40	95.52
2nd Grade	94.83	94.49
1st Grade	92.38	94.76
Kinder	93.48	93.97
Pre-K	93.75	95.11
EE	0.00	0.00

Daily ADA	% of Attendance
621.00	94.95
1ST SW ADA	% of Attendance
609.95	95.07
Yearly ADA	% of Attendance
609.95	95.07

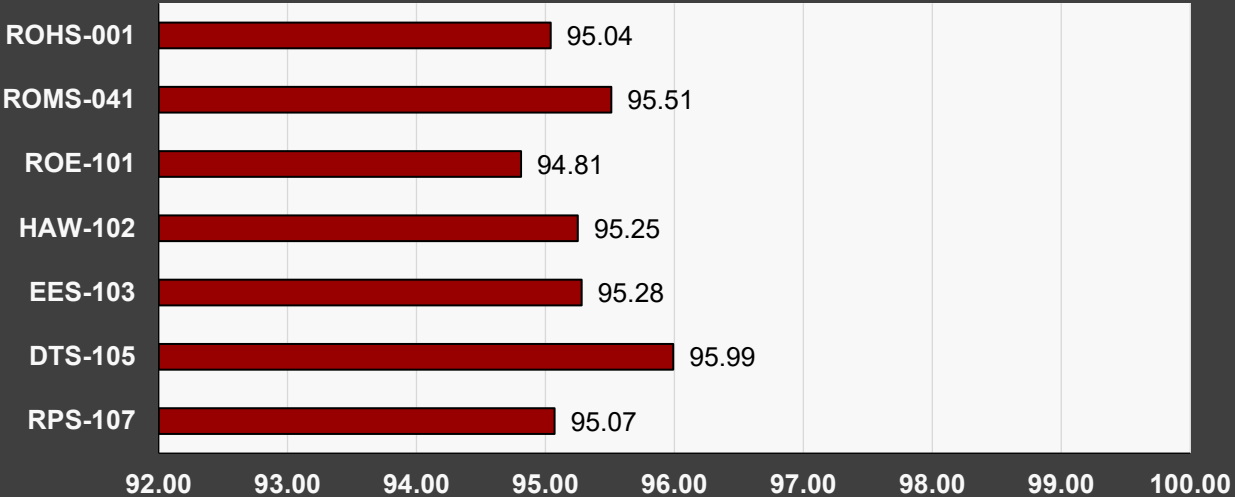
ROISD Enrollment/Grade Level		EOY	EOY	EOY	EOY	EOY
	CY	2021-22	2020-21	2019-20	2018-19	2017-18
12th Grade	503	480	423	468	444	455
11th Grade	441	500	477	432	458	439
10th Grade	525	458	529	511	438	458
9th Grade	697	556	475	540	511	456
8th Grade	543	588	498	470	503	478
7th Grade	503	512	544	514	447	480
6th Grade	481	492	486	529	487	433
5th Grade	453	487	458	461	490	474
4th Grade	453	442	421	454	428	471
3rd Grade	412	432	391	408	435	409
2nd Grade	436	393	409	393	392	412
1st Grade	413	428	381	392	389	379
Kinder	405	384	361	380	335	345
Pre-K	148	167	98	135	115	107
EE	29	51	52	31	36	37
Total Enrollment	6442	6370	6003	6118	5908	5833

Total Absences:	346.5
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Daily ADA	% of Attendance
6028.50	94.59
1ST SW ADA	% of Attendance
5987.98	95.25
Yearly ADA	% of Attendance
5987.98	95.25

ROISD Campus YRLY SUM		EOY	EOY	EOY	EOY	EOY
	CY	2021-22	2020-21	2019-20	2018-19	2017-18
ROHS-001	2162	1994	1904	1951	1851	1808
ROMS-041	1524	1592	1528	1513	1437	1391
ROE-101	522	569	583	622	619	620
HAW-102	501	515	487	578	586	557
EES-103	505	479	442	444	446	463
DTS-105	548	571	510	569	573	571
RPS-107	673	650	549	441	396	423
Total Enrollment	6435	6370	6003	6118	5908	5833

CAMPUS ADA PERCENTAGE - YTD



YEAR TO DATE	
ROHS-001	95.04
ROMS-041	95.51
ROE-101	94.81
HAW-102	95.25
EES-103	95.28
DTS-105	95.99
RPS-107	95.07



Monthly Financial Report

September 2022

RED OAK ISD-TAX COLLECTIONS

Monthly Tax Collections

As of August 31, 2022

GENERAL FUND

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	27,389	95,234	29,195,770	0.33%
DELINQUENT TAX COLLECTED	12,151	15,830	200,000	7.92%
PENALTIES AND INTEREST COLLECTED	10,154	20,698	150,000	13.80%
TOTAL FUNDS COLLECTED	49,693	131,763	29,545,770	0.45%

DEBT SERVICE

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	10,419	36,227	10,551,132	0.34%
DELINQUENT TAX COLLECTED	4,292	5,478	50,000	10.96%
PENALTIES AND INTEREST COLLECTED	3,668	7,603	30,000	25.34%
TOTAL FUNDS COLLECTED	18,379	49,308	10,631,132	0.46%

TOTAL TAX COLLECTIONS	68,072	181,071	40,176,902	0.45%
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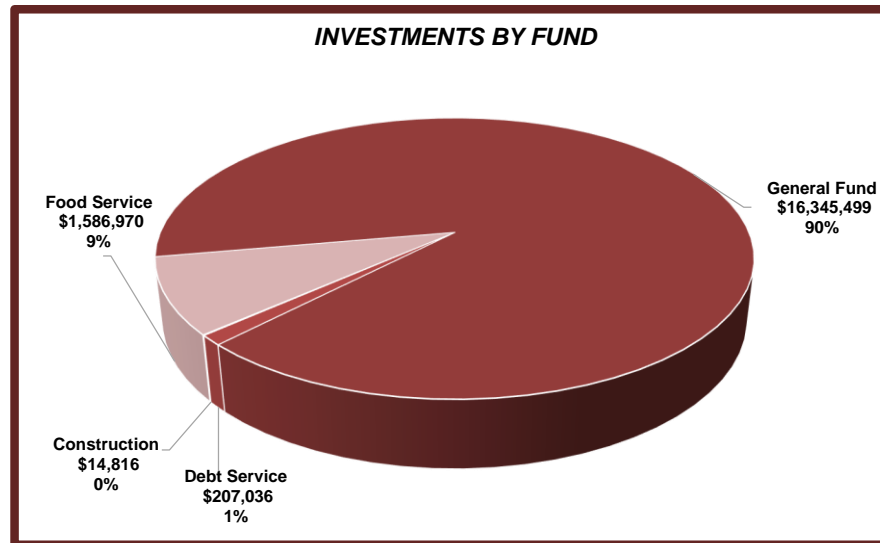
Red Oak Independent School District
Investment Summary Report
 As of August 31, 2022

INVESTMENT POOL ACCOUNTS	BEGINNING BALANCE 07/01/2022	DEPOSITS	WITHDRAWALS	INTEREST FOR MONTH	ENDING BALANCE 07/31/2022	INTEREST RATE	INTEREST YEAR TO DATE
<u>TEXSTAR</u>							
General Fund	\$ 9,759.14	\$ -	\$ -	16.13	\$ 9,775.27	1.9469%	\$ 27.73
<u>TEXPOOL</u>							
General Fund	2,470.04	-	-	4.65	2,474.69	2.2270%	7.81
Money Market	1,424.98	-	-	2.62	1,427.60	2.2270%	4.44
<u>FIRST PUBLIC-GOV.OVERNIGHT</u>							
General Fund	17,959,008.49	4,699,993.51	6,356,853.71	29,673.37	16,331,821.66	2.1485%	54,113.00
Debt Service	6,936,896.40	1,023,199.47	7,757,238.75	4,178.89	207,036.01	2.1485%	13,030.97
Construction	14,789.28	-	-	26.99	14,816.27	2.1485%	45.90
Food Service	1,783,894.12	-	200,000.00	3,076.03	1,586,970.15	2.1485%	5,354.47
TOTAL INVESTMENT POOLS	\$ 26,708,242	\$ 5,723,193	\$ 14,314,092	\$ 36,979	\$ 18,154,322		72,584.32

We, the approved Investment Officers of Red Oak ISD, hereby certify the Investment Report represents the investment portion of the District as of the above date in compliance with the Texas Public Funds Investment Act and Red Oak ISD Investment Policy CDA

 (signature on file)
 William Johnston, Ed.D., CPA
 Assistant Superintendent of Business Services/CFO

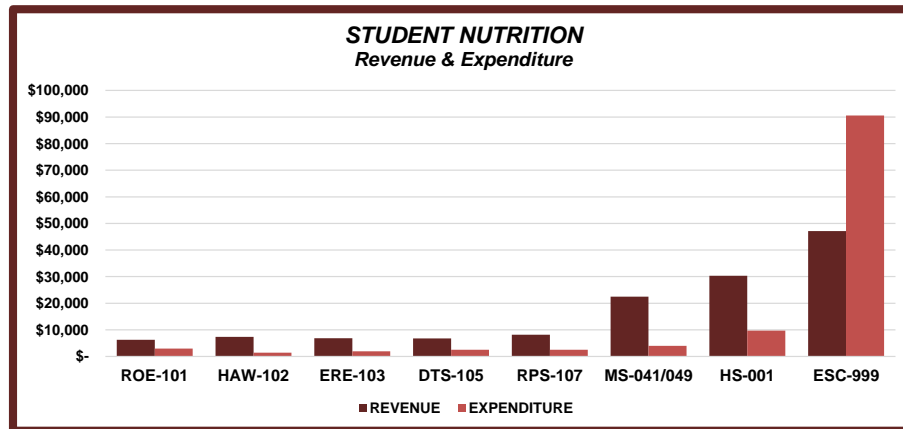
 (signature on file)
 Sandra King, RTSBA
 Finance Coordinator



Red Oak ISD - Student Nutrition
Revenue / Expenditure Detail
 As of August 31, 2022

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041	HS-001	ESC-999	TOTAL
Average Daily Participation (ADP):									
Breakfast	0	0	0	0	0	0	0	0	-
Lunch	0	0	0	0	0	0	0	0	-
Afterschool	0	0	0	0	0	0	0	0	-

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041/049	HS-001	ESC-999	TOTAL	ORIGINAL BUDGET	% EXP TO BUDGET
57xx Local Revenue	\$ 6,250	\$ 7,374	\$ 6,874	\$ 6,768	\$ 8,136	\$ 22,478	\$ 30,297	\$ 16,355	\$ 104,531	\$ 661,700	16%
58xx State Matching								6,923	\$ 6,923	105,000	7%
5921 Federal - Breakfast									\$ -	310,000	0%
5922 Federal - Lunch									\$ -	1,530,000	0%
5923 USDA Commodities									\$ -	120,000	0%
5949 Other Revenue								23,864	\$ 23,864		
TOTAL REVENUE	\$ 6,250	\$ 7,374	\$ 6,874	\$ 6,768	\$ 8,136	\$ 22,478	\$ 30,297	\$ 47,142	\$ 135,318	\$ 2,726,700	5%
61xx Payroll	\$ 2,386	\$ 1,122	\$ 1,668	\$ 2,064	\$ 1,939	\$ 3,407	\$ 5,877	\$ 50,755	\$ 69,217	\$ 1,545,943	4%
62xx Contracted Services	560	301	279	456	546	458	1,781	472	\$ 4,851	41,200	12%
63xx Supplies						90	2,039	38,223	\$ 40,352	1,928,492	2%
64xx Travel / Miscellaneous								1,135	\$ 1,135	11,065	10%
66xx Capital Outlay									\$ -	200,000	0%
TOTAL EXPENDITURES	\$ 2,946	\$ 1,424	\$ 1,946	\$ 2,520	\$ 2,485	\$ 3,955	\$ 9,697	\$ 90,584	\$ 115,555	\$ 3,726,700	3%
Other Sources (Uses)											
Operating Transfers In											
Revenue Over (Under) Expenditures	\$ 3,304	\$ 5,950	\$ 4,928	\$ 4,248	\$ 5,651	\$ 18,523	\$ 20,600	\$ (43,442)	\$ 19,763	\$ (1,000,000)	



*The District reports on the modified accrual basis.

Red Oak ISD - Debt Service Fund
Revenue / Expenditure Detail
 As of August 31, 2022

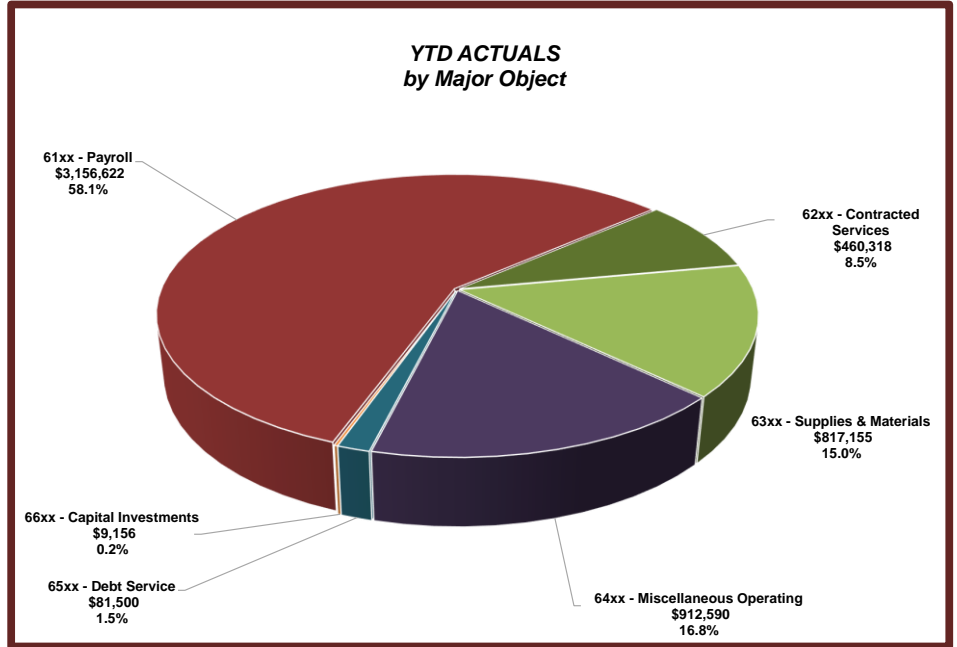
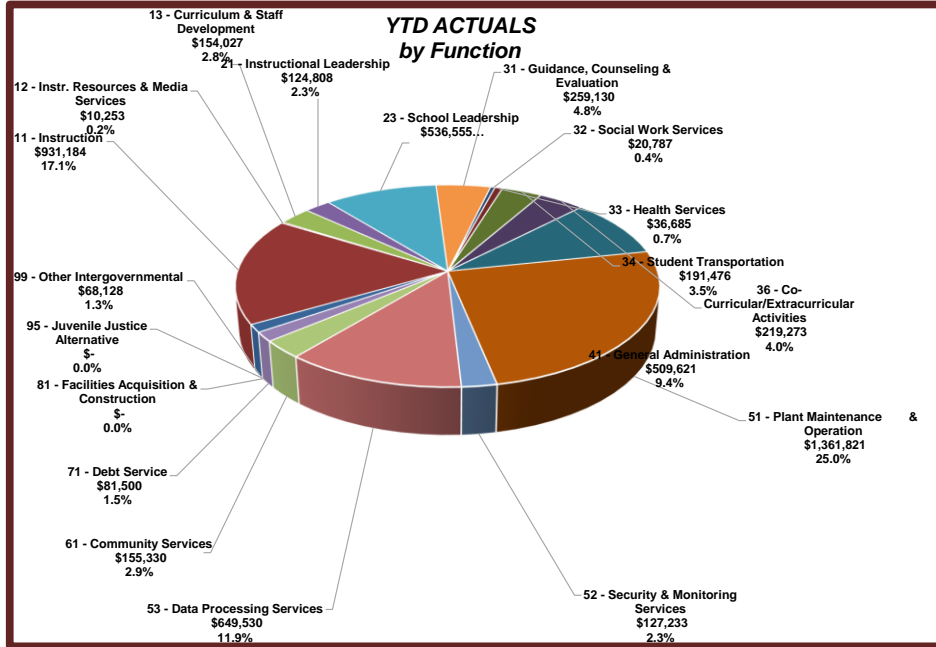
	Original Budget	YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget
Revenues					
57xx Local	\$ 10,691,132	\$ 62,346	\$ -	\$ 10,628,786	0.58%
58xx State	25,000	-	-	25,000	0.00%
TOTAL	\$ 10,716,132	\$ 62,346	\$ -	\$ 10,653,786	0.58%
Expenditures					
71 Debt Service	\$ 10,045,240	7,757,106	\$ -	\$ 2,288,134	77.22%
TOTAL	\$ 10,045,240	\$ 7,757,106	\$ -	\$ 2,288,134	77.22%
Other Resources/(Uses)					
Issuance of Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
Premium/Discount	-	-	-	-	0.00%
Escrow	-	-	-	-	0.00%
TOTAL	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue Over (Under) Expenditures	\$ 670,892	\$ (7,694,760)	\$ -	\$ 8,365,652	

Red Oak ISD - General Fund
Revenue/Expenditure Detail
As of August 31, 2022

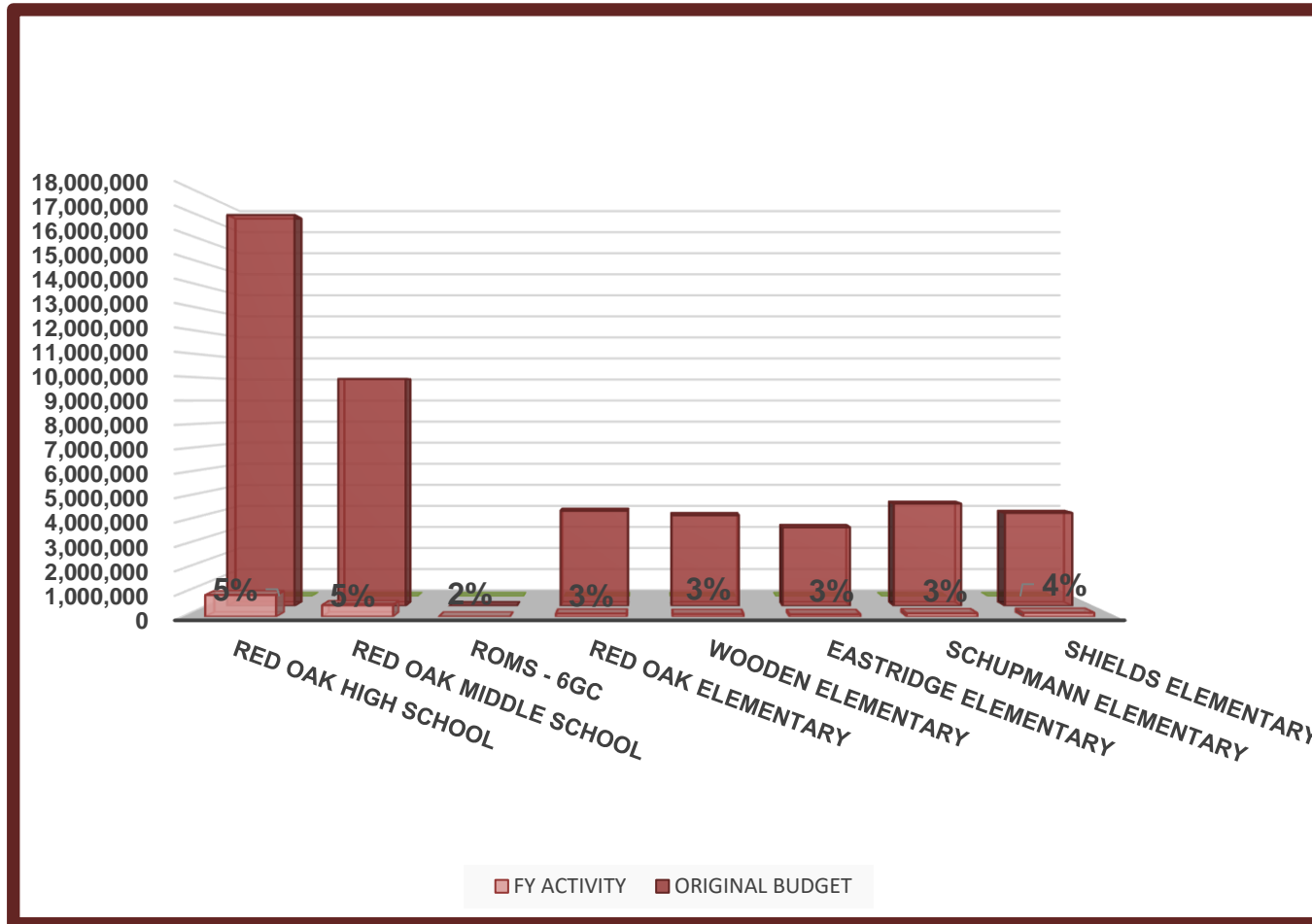
	Amended Budget	2022-2023 YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget	2021-2022 YTD Actuals (Unaudited)	YTD Actuals Variance
Revenues							
57xx Local	\$ 29,446,686	\$ 342,602	\$ -	\$ 29,104,084	1.16%	\$ 282,117	\$ 60,485
58xx State	38,218,922	723,378		37,495,544	1.89%	552,057	171,321
59xx Federal	1,150,000	19,686		1,130,314	1.71%	-	19,686
TOTAL	\$ 68,815,608	\$ 1,085,666	\$ -	\$ 67,729,942	2%	\$ 834,174	\$ 251,492
Expenditures							
11 Instruction	\$ 35,159,270	\$ 931,184	\$ 660,119	\$ 33,567,967	4.53%	\$ 1,137,159	\$ (205,974)
12 Instr. Resources & Media Services	1,031,672	10,253	51,243	970,176	5.96%	46,873	(36,621)
13 Curriculum & Staff Development	1,936,350	154,027	52,718	1,729,605	10.68%	167,054	(13,027)
21 Instructional Leadership	816,034	124,808	733	690,494	15.38%	130,906	(6,099)
23 School Leadership	4,034,222	536,555	23,854	3,473,813	13.89%	483,076	53,479
31 Guidance, Counseling & Evaluation	2,888,265	259,130	83,117	2,546,018	11.85%	256,543	2,586
32 Social Work Services	175,548	20,787	-	154,761	11.84%	20,045	741
33 Health Services	902,216	36,685	1,209	864,322	4.20%	31,643	5,042
34 Student Transportation	3,314,580	191,476	454,442	2,668,662	19.49%	171,158	20,318
36 Co-Curricular/Extracurricular Activities	2,488,881	219,273	313,709	1,955,898	21.41%	2	219,271
41 General Administration	2,967,403	509,621	100,305	2,357,476	20.55%	267,867	241,755
51 Plant Maintenance & Operation	7,343,382	1,361,821	1,776,245	4,205,316	42.73%	467,329	894,492
52 Security & Monitoring Services	1,387,310	127,233	74,254	1,185,824	14.52%	1,420,092	(1,292,859)
53 Data Processing Services	1,698,076	649,530	130,740	917,806	45.95%	93,474	556,057
61 Community Services	1,774,578	155,330	75,748	1,543,499	13.02%	461,074	(305,744)
71 Debt Service	450,500	81,500	-	369,000	18.09%	130,185	(48,685)
81 Facilities Acquisition & Construction	52,321	-	-	52,321	0.00%	88,250	(88,250)
95 Juvenile Justice Alternative	45,000	-	-	45,000	0.00%	-	-
99 Other Intergovernmental	350,000	68,128	273,957	7,915	97.74%	-	68,128
TOTAL	\$ 68,815,608	\$ 5,437,340	\$ 4,072,393	\$ 59,305,875	14%	\$ 5,372,731	\$ 64,609
Other Resources/(Uses)							
Sale of Property	\$ 0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
	\$ 0	\$ -	\$ -	\$ 0	0%	\$ -	\$ -
Revenue Over (Under) Expenditures	\$ 0	\$ (4,351,674)	\$ (4,072,393)	\$ 8,424,067		\$ (4,538,557)	\$ 186,883

*The District reports on the modified accrual basis.

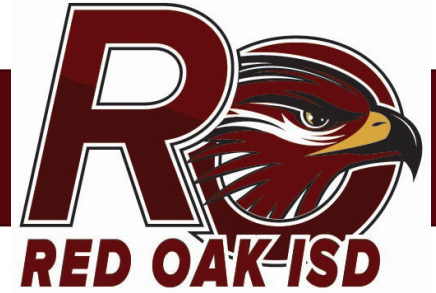
Red Oak ISD - General Fund
Revenue / Expenditure Detail
As of August 31, 2022



Red Oak ISD - General Fund
Comparison by Campus
As of August 31, 2022



Questions



Bill Johnston

Chief Financial Officer

972-617-4005

bill.johnston@redoakisd.org