

**AGENDA OF RED OAK INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING  
Tuesday, June 20, 2023**

Notice is hereby given that a Regular Meeting of the Board of Trustees of the Red Oak Independent School District will be held on Tuesday, June 20, 2023 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
3. PLEDGES OF ALLEGIANCE
4. ACTION ITEM
  - A. Canvass June 10, 2023 Red Oak Independent School District Board of Trustees Runoff Election 4
5. NON-ACTION ITEMS
  - A. Issuance of Certificates of Election  
John Anderson, Board President
  - B. Statement of Elected Board Members and Swearing In of Newly Elected Board Members - Oath of Office of Elected Board Members  
John Anderson, Board President
6. ACTION ITEM
  - A. Election of Red Oak Independent School District School Board Officers for 2023-2024
    1. President
    2. Vice President
    3. Secretary
7. RECOGNITIONS
  - A. Top Hawks  
Brenda Sanford, Superintendent
  - B. Hawk Staff Spotlight  
Brenda Sanford, Superintendent
8. SUPERINTENDENT'S REPORT
  - A. District Update  
Brenda Sanford, Superintendent
9. OPEN FORUM 36
10. NON-ACTION ITEM
  - A. Discussion of Local Board Policy Update 121 38  
Melissa Sulak, Executive Director of Accountability and Policy
11. ACTION ITEMS
  - A. Consent Agenda
    1. Minutes from School Board Special Meeting on May 6, 2023 74
    2. Minutes from School Board Regular Meeting on May 15, 2023 76
    3. Minutes from School Board Special Meeting on May 30, 2023 84
    4. Payment of Current Bills Over \$50,000 88
    5. Board Policy DEC (LOCAL) 91
    6. Budget Amendments 2022-2023 100
    7. Renewal of Student / Athletic Accident Insurance 103

8.	RFP #2022-11-01 - ROISD - Food, Catering, and Related Services	106
9.	Texas State Technical College (TSTC) Interlocal Cooperation Contract	108
10.	Texas State Technical College (TSTC) Lease Agreement	113
B.	Consideration and Approval to Adopt an Order Authorizing the Issuance of School Building Bonds, Establishing Sale Parameters, Authorizing the Execution of a Bond Purchase Agreement and an Escrow Agreement; Approving an Official Statement; and Enacting Other Provisions Relating to the Subject Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer	127
C.	Consideration and Approval of District Property and Casualty Quotes for Insurance Renewal Julie Phillips, Director of Purchasing	153
D.	Consideration and Approval of 2023-2024 Fiscal Year Budget Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer	157
E.	Consideration and Approval of 2023-2024 Accelerated Instruction Budget Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer	163
F.	Consideration and Approval of Supplemental Reading Materials Purchase Becky Waller, Curriculum Coordinator	164
G.	Consideration and Approval of Technology Consulting Services Megan Corns, Chief Technology Officer	166
H.	Consideration and Approval of Technology Device Purchase - Chromebooks Tony Maceda, Director of Information Technology	167
I.	Consideration and Approval of Technology Device Purchase - Laptops Tony Maceda, Director of Information Technology	171
12.	INFORMATION ITEMS	
A.	Finance Report	176
B.	Purchasing Cooperatives - Annual Report	185
13.	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.
14. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION
15. 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 June 16, 2023 at 4:30 p.m.

---

Brenda Sanford, Superintendent  
(For the Board of Trustees)



# RED OAK

## INDEPENDENT SCHOOL DISTRICT

109 W. RED OAK ROAD P.O. BOX 9000 RED OAK, TEXAS 75154 972.617.2941  
BRENDA SANFORD, SUPERINTENDENT

### SUMMARY OF PRECINCT RETURNS

I, the undersigned, the presiding officer of the canvassing authority for Red Oak Independent School District Trustee Runoff Election, held on the 10th day of June 2023, in Red Oak, Texas, do hereby certify that the following is a total of all votes received by each candidate as shown by the precinct returns.

#### **RUNOFF ELECTION**

<b>Name of office</b>	<b>Name of Candidate</b>	<b>Total</b>	<b>Vote %</b>	<b>Absentee Votes</b>	<b>Early Voting</b>	<b>Election Day</b>
<b>Place 5</b>						
Trustee Full Term	Sean Kelly	1,476	80.22%	20	1,161	295
Trustee Full Term	Penny Story	364	19.78%	11	223	130
Total Votes Cast		1,840	100.00%	31	1,384	425

DATED this 20th day of June, 2023.

\_\_\_\_\_  
John Anderson, Presiding Officer



## Ellis County Elections Department Joint Runoff Election - June 10, 2023 Committee Results Report

Race	Precinct / Vote Center	Candidate	Electronic Count	Hand Count	Type	Tabulation Device
Red Oak ISD, Board of Trustee, Place 5	1011	Sean Kelly	2	2	Absentee	DS200
	1011	Penny Story	0	0	Absentee	DS200
City of Midlothian, Member of Council, Place 1	1037	Wayne Sibley	0	0	Absentee	DS200
	1037	Allen Moorman	2	2	Absentee	DS200
Red Oak ISD, Board of Trustee, Place 5	1053	Sean Kelly	5	5	Absentee	DS200
	1053	Penny Story	0	0	Absentee	DS200
Red Oak ISD, Board of Trustee, Place 5	1011	Sean Kelly	192	192	Early Voting In-Person	DS200
	1011	Penny Story	46	46	Early Voting In-Person	DS200
City of Midlothian, Member of Council, Place 1	1037	Wayne Sibley	3	3	Early Voting In-Person	DS200
	1037	Allen Moorman	22	22	Early Voting In-Person	DS200
Red Oak ISD, Board of Trustee, Place 5	1053	Sean Kelly	161	161	Early Voting In-Person	DS200
	1053	Penny Story	39	39	Early Voting In-Person	DS200
City of Midlothian, Member of Council, Place 1	Midlothian Confrence Center	Wayne Sibley	115	115	Election Day	DS200
		Allen Moorman	283	283	Election Day	DS200
Red Oak ISD, Board of Trustee, Place 5	Grace Covenant Church	Sean Kelly	293	293	Election Day	DS200
		Penny Story	129	129	Election Day	DS200

If there was a discrepancy, please provide an explanation: No discrepancies found.

General Custodian of Election Records:  Date: 6/13/23  
 Recount completed on 06/13/2023

Ellis County Elections Department - June 10, 2023 Joint Runoff Election

State Manual Partial Count

Early Voting Mail-In Ballot Tally Sheet



Precinct 1011  
 Race Red Oak ISD - Board of Trustee, Place 5

Sean Kelly	Penny Story	Overvotes	Undervotes
11			
Total: 2	Total: 0	Total: 0	Total: 0

Ballot Cast Totals: 2

Counting Team: *[Signature]*

*[Signature]*  
 Deanna Duckworth

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
1011-5056	2,878	2	0.07%
<b>Totals</b>	<b>2,878</b>	<b>2</b>	

Red Oak ISD - Trustee, Place 5						
VOTE FOR 1						
	Sean Kelly	Penny Story	Total Votes Cast	Overvotes	Undervotes	Contest Total
1011-5056	2	0	2	0	0	2
<b>Totals</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>

**Ellis County Elections Department - June 10, 2023 Joint Runoff Election  
 State Manual Partial Count  
 Early Voting Mail-In Ballot Tally Sheet**



Precinct **1037**  
 Race **City of Midlothian - Member of Council, Place 1**

Wayne Sibley	Allen Moorman	Overvotes	Undervotes		
	11				
Total: 0	Total: 0	Total: 2	Total: 0	Total: 0	Total: 0

Ballot Cast Totals: 2 Page 1 of 1  
 Counting Team: [Signature] [Signature] [Signature]  
DD  
Deanna Duckwater

	STATISTICS		
	Voters - Total Registered	Ballots Cast - Total	Voter Turnout - Total
1037-5195	1,995	2	0.1%
<b>Totals</b>	<b>1,995</b>	<b>2</b>	

	City of Midlothian - Council Member, Place 1					
	VOTE FOR 1					
	Wayne Sibley	Allen Moorman	Total Votes Cast	Overvotes	Undervotes	Contest Total
1037-5195	0	2	2	0	0	2
<b>Totals</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>

**Ellis County Elections Department - June 10, 2023 Joint Runoff Election  
State Manual Partial Count  
Early Voting Mail-In Ballot Tally Sheet**



Precinct 1053  
Race Red Oak ISD - Board of Trustee, Place 5

Sean Kelly	Penny Story			Overvotes	Undervotes
Total: 5	Total: 0	Total: 0	Total: 0	Total: 0	Total: 0

Ballot Cast Totals: 5 Page 1 of     

Counting Team: D.T. [Signature] [Signature] [Signature]  
Deanna Buckner

STATISTICS			
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
1053-5281	2,182	5	0.23%
<b>Totals</b>	<b>2,182</b>	<b>5</b>	

**Red Oak ISD - Trustee, Place 5**

VOTE FOR 1

	Sean Kelly	Penny Story	Total Votes Cast	Overvotes	Undervotes	Contest Total
1053-5281	5	0	5	0	0	5
<b>Totals</b>	<b>5</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>5</b>



STATISTICS			
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
1011-5056	2,878	238	8.27%
<b>Totals</b>	<b>2,878</b>	<b>238</b>	

		Red Oak ISD - Trustee, Place 5					
		VOTE FOR 1					
		Sean Kelly	Penny Story	Total Votes Cast	Overvotes	Undervotes	Contest Total
1011-5056		192	46	238	0	0	238
<b>Totals</b>		<b>192</b>	<b>46</b>	<b>238</b>	<b>0</b>	<b>0</b>	<b>238</b>



	STATISTICS			
	Voters - Total	Registered	Ballots Cast - Total	Voter Turnout - Total
1037-5195	1,995		25	1.25%
<b>Totals</b>	<b>1,995</b>		<b>25</b>	

		City of Midlothian - Council Member, Place 1					
		VOTE FOR 1					
		Wayne Sibley	Allen Moorman	Total Votes Cast	Overvotes	Undervotes	Contest Total
1037-5195		3	22	25	0	0	25
<b>Totals</b>		<b>3</b>	<b>22</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>25</b>



STATISTICS				
	Voters - Total	Registered	Ballots Cast - Total	Voter Turnout - Total
1053-5281	2,182	200	9.17%	
<b>Totals</b>	<b>2,182</b>	<b>200</b>		

		Red Oak ISD - Trustee, Place 5					
		VOTE FOR 1					
		Sean Kelly	Penny Story	Total Votes Cast	Overvotes	Undervotes	
1053-5281		161	39	200	0	0	
<b>Totals</b>		<b>161</b>	<b>39</b>	<b>200</b>	<b>0</b>	<b>0</b>	
		Contest Total			200		



Partial Count Election Day - Midlothian Conference Center  
Joint Runoff Election  
June 10, 2023

PARTIAL RECOUNT  
5  
Ellis County, Texas

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
ED Midlothian Conference	49,637	410	0.83%

		City of Midlothian - Council Member, Place 1				
		VOTE FOR 1				
		Wayne Sibley	Allen Moorman	Total Votes Cast	Overvotes	Undervotes
ED Midlothian Conference	115	283	398	0	0	398
<b>Totals</b>	<b>115</b>	<b>283</b>	<b>398</b>	<b>0</b>	<b>0</b>	<b>398</b>



Partial Count Election Day - Grace Covenant Church  
Joint Runoff Election  
June 10, 2023

PARTIAL RECOUNT  
Ellis County, Texas

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
ED Grace Covenant	49,637	422	0.85%

Red Oak ISD - Trustee, Place 5						
VOTE FOR 1						
	Sean Kelly	Penny Story	Total Votes Cast	Overvotes	Undervotes	Contest Total
ED Grace Covenant	293	129	422	0	0	422
<b>Totals</b>	<b>293</b>	<b>129</b>	<b>422</b>	<b>0</b>	<b>0</b>	<b>422</b>



**RED OAK**

**INDEPENDENT SCHOOL DISTRICT**

109 W. RED OAK ROAD P.O. BOX 9000 RED OAK, TEXAS 75154 972.617.2941  
BRENDA SANFORD, SUPERINTENDENT

---

## **CANVASS OF RUNOFF ELECTION**

I, John Anderson, Presiding Officer of the Red Oak Independent School District Board of Trustees, of Red Oak, Texas, met with the Board of Trustees sitting as the canvassing board to canvass the Runoff Election of June 10, 2023, on June 20, 2023 at Red Oak, Texas. The Board convened at 7:00 p.m.

I certify that the figures on the summary sheet corresponds with the numbers provided by the Ellis County Elections Administrator.

Witness my hand this 20th day of June, 2023.

\_\_\_\_\_  
John Anderson  
Presiding Officer of Canvassing Authority



## **ELLIS COUNTY ELECTIONS**

Jana Onyon, CERA  
Elections Administrator

204 E Jefferson Street      Bus. (972) 825-5195  
Waxahachie, TX 75165      Fax (972) 923-5194  
Email elections@co.ellis.tx.us

### Red Oak ISD Runoff Election June 10, 2023 Election Returns

I, Jana Onyon, Ellis County Elections Administrator, do hereby certify the following official results to be a true and correct tally for the June 10, 2023 election results for the canvassing authority.

Precincts Counted	15
Registered Voters	22,625
Ballots Cast	1,840
Voter Turnout	8.13%

Witness my hand and seal this 12<sup>th</sup> day of June 2023.



A handwritten signature in blue ink, appearing to read "Jana Onyon", written over a horizontal line.

Jana Onyon, Elections Administrator

Red Oak ISD Summary Results Report  
Joint Runoff Election  
June 10, 2023

OFFICIAL RESULTS FOR CANVASS




Ellis County, Texas

**Statistics**

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	22,625			
Ballots Cast - Total	1,840	31	1,384	425
Voter Turnout - Total	8.13%			

**Red Oak ISD - Trustee, Place 5**

Vote For 1

	TOTAL	VOTE %		Absentee	Early Voting	Election Day
Sean Kelly	1,476	80.22%		20	1,161	295
Penny Story	364	19.78%		11	223	130
Total Votes Cast	1,840	100.00%		31	1,384	425
Overvotes	0			0	0	0
Undervotes	0			0	0	0
Contest Totals	1,840			31	1,384	425

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
1008-5027	16	0	0%
1010-5046	1,861	212	11.39%
1011-5056	2,878	295	10.25%
1012-5065	116	6	5.17%
1043 -5231	4	0	0%
1047-5242	134	6	4.48%
1048-5249	43	6	13.95%
1049-5252	496	67	13.51%
1050-5257	3,567	270	7.57%
1051-5264	3,580	254	7.09%
1052-5269	2,651	198	7.47%
1053-5281	2,182	267	12.24%
1054-5290	3,395	102	3%
1055-5293	1,701	157	9.23%
1056 -5302	1	0	0%
<b>Totals</b>	<b>22,625</b>	<b>1,840</b>	

	Red Oak ISD - Trustee, Place 5					
	VOTE FOR 1					
	Sean Kelly	Penny Story	Total Votes Cast	Overvotes	Undervotes	Contest Total
1008-5027	0	0	0	0	0	0
1010-5046	177	35	212	0	0	212
1011-5056	236	59	295	0	0	295
1012-5065	6	0	6	0	0	6
1043 -5231	0	0	0	0	0	0
1047-5242	6	0	6	0	0	6
1048-5249	6	0	6	0	0	6
1049-5252	51	16	67	0	0	67
1050-5257	242	28	270	0	0	270
1051-5264	206	48	254	0	0	254
1052-5269	149	49	198	0	0	198
1053-5281	204	63	267	0	0	267
1054-5290	90	12	102	0	0	102
1055-5293	103	54	157	0	0	157
1056 -5302	0	0	0	0	0	0
<b>Totals</b>	<b>1,476</b>	<b>364</b>	<b>1,840</b>	<b>0</b>	<b>0</b>	<b>1,840</b>

## 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 (please print) \_\_\_\_\_

Address \_\_\_\_\_

ROISD Campus Your Child(ren) attends \_\_\_\_\_

School District of Residence \_\_\_\_\_ Telephone \_\_\_\_\_

Topic/ Agenda Item \_\_\_\_\_

<b>Limit on Participation</b>	Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.
<b>Public Comment</b>	<b>At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.</b>
<b>Regular Meetings</b>	
<b>Special Meetings</b>	At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.
<b>Procedures</b>	Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board.  Public comment shall occur at the beginning of the meeting.  Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed two minutes per meeting.
<b>Meeting Management</b>	When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.
<b>Board's Response</b>	Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.
<b>Complaints and Concerns</b>	The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution: <ul style="list-style-type: none"><li>• Employee complaints: DGBA</li><li>• Student or parent complaints: FNG</li><li>• Public complaints: GF</li></ul>
<b>Disruption</b>	The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Red Oak ISD

#### **AC(LEGAL) GEOGRAPHIC BOUNDARIES**

This legal policy has been revised to include additional Education Code provisions related to ways in which a district's geographic boundaries may change, such as by detachment, annexation, consolidation, and abolition.

#### **AF(LEGAL) INNOVATION DISTRICTS**

Amended Administrative Code rules, effective October 25, 2022, revised the list of Education Code sections and administrative rules from which a district of innovation may not be exempted. Changes include a requirement to provide TEA a link to the local innovation plan posted on the district's website. Previously, the rule required the district to provide TEA with a copy of the local innovation plan.

#### **AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS**

Changes reflect revised Administrative Code provisions regarding compliance investigations by TEA, effective October 26, 2022. Other changes are to better reflect legal sources.

#### **BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS**

Provisions regarding confidentiality of the email address and personal phone number of an election judge or clerk have been moved from GBA(LEGAL) to this code addressing elections.

#### **BQ(LEGAL) PLANNING AND DECISION-MAKING PROCESS**

An existing requirement to include the district's bullying prevention policy and procedures in the district improvement plan has been added to this policy.

#### **C(LEGAL) BUSINESS AND SUPPORT SERVICES**

The C section table of contents has been revised to add the new code CKED, Security Personnel: Other Security Arrangements. We have also added for future expansion new codes addressing facility standards at CSA (Safety and Security) and CSB (Gas and Pipelines).

#### **CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL**

Revisions are to better reflect legal sources.

#### **CCA(LEGAL) LOCAL REVENUE SOURCES: BOND ISSUES**

Citations have been updated to reflect the repeal and replacement of an Administrative Code provision regarding the bond guarantee program, effective March 1, 2023. References to Administrative Code provisions regarding the instructional facilities allotment and existing debt allotment have been clarified.

#### **CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS**

This policy has been revised to reflect the increased homestead exemption of \$40,000 approved by voters on May 7, 2022.

#### **CCGB(LEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT**

We have added a note regarding the expiration of the Texas Economic Development Act on December 31, 2022, and the continued application of the law to limitations on appraised value in existence at that time.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Red Oak ISD

#### CCGB(Local)

#### AD VALOREM TAXES: ECONOMIC DEVELOPMENT

The Texas Economic Development Act expired on December 31, 2022. We recommend adding a note to this local policy regarding the expiration and continued application of the law to limitations on appraised value in existence at that time.

#### CFB(Local)

#### ACCOUNTING: INVENTORIES

Revisions regarding the capitalization threshold are based on amended guidance from *GASB Implementation Guide 2021-1*, Question 5.1, regarding the capitalization of assets with individual acquisition costs below the threshold if the assets in the aggregate are significant. The amended guidance applies to reporting periods beginning after June 15, 2023.

#### CH(Legal)

#### PURCHASING AND ACQUISITION

We have replaced the citation to a repealed Administrative Code rule regarding purchases of automated information systems with a citation to a new rule effective December 19, 2022.

#### CKE(Local)

#### SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

To better align the district's legal and local policies, provisions addressing commissioned peace officers have been relocated to CKEA(Local).

#### CKEA(Local)

#### SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

Provisions addressing commissioned peace officers have been relocated to this code from CKE(Local). Please review the provisions for accuracy. If revisions are needed regarding other security personnel or if the district's police department has a body-worn camera program or considers one in the future, please contact your policy consultant.

#### CL(Legal)

#### BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

We have replaced the citation to repealed Administrative Code provisions regarding public pool sanitation and safety with a citation to new provisions effective January 1, 2023.

#### CLA(Legal)

#### BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

New Administrative Code rules, effective February 2, 2023, have been added to address required warning signs regarding human trafficking.

#### CLB(Legal)

#### BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE

Changes reflect revisions to Administrative Code rules regarding integrated pest management, effective January 16, 2023.

#### CLB(Local)

#### BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE

Administrative Code rules regarding integrated pest management (IPM) were amended to include district-owned residential property among the district facilities subject to the IPM requirements. Although the changes to the rules add "residential property" to the buildings and grounds subject to IPM requirements, it is our understanding from the Texas Department of Agriculture that this inclusion is intended to apply only to district-owned residential property that is primarily used as student housing. As requested by TDA, revisions include such residential property among the district facilities subject to the district's IPM program.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Red Oak ISD

#### **CMD(LLEGAL)                      EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING**

An Administrative Code provision, effective June 7, 2022, has been added regarding purchasing technological equipment with the instructional materials and technology allotment.

#### **CNC(LLEGAL)                      TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY**

Provisions have been added regarding the use of school bus warning signals.

#### **CO(LLEGAL)                      FOOD AND NUTRITION MANAGEMENT**

New Administrative Code provisions were adopted regarding appeals related to federal food and nutrition programs administered by the Texas Department of Agriculture. A reference to these provisions, effective November 27, 2022, has been added.

#### **CO(LOCAL)                      FOOD AND NUTRITION MANAGEMENT**

Based on information received from the district, the enclosed revisions are recommended to update the district's grace period for students who have exhausted all funds or have an insufficient balance in their prepaid meal account.

#### **COA(LOCAL)                      FOOD AND NUTRITION MANAGEMENT: PROCUREMENT**

Based on information received from the district, the enclosed revisions are recommended to update the position of the employee responsible for overseeing procurement with federal child nutrition funds and for determining whether the district will apply a geographic preference when procuring certain products.

#### **CQ(LLEGAL)                      TECHNOLOGY RESOURCES**

A reference to Administrative Code provisions regarding management of electronic transactions and signed records has been clarified.

#### **CQA(LLEGAL)                      TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES**

The link to the Texas Department of State Health Services Guidelines for the Care of Students with Food Allergies has been updated.

#### **CRF(LOCAL)                      INSURANCE AND ANNUITIES MANAGEMENT: UNEMPLOYMENT INSURANCE**

There are no significant revisions to the text on reasonable assurance; however, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

#### **CSA(LLEGAL)                      FACILITY STANDARDS: SAFETY AND SECURITY**

The Commissioner of Education proposed new School Safety Requirements in the Commissioner's Rules Concerning School Facilities in November 2022. The public comment period closed December 12, 2022, but the rules are not yet finalized. The proposed rules require local policy provisions. Policy Service will include legal provisions in this new policy code and provide local policy provisions for consideration following publication of the final rules.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Red Oak ISD

#### **CVA(LOCAL)**

#### **FACILITIES CONSTRUCTION: COMPETITIVE BIDDING**

Policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

#### **CVB(LOCAL)**

#### **FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS**

As noted above, policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

#### **DBAA(LEGAL)**

#### **EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS**

Changes have been made to better reflect legal sources and to delete obsolete provisions.

#### **DEA(LOCAL)**

#### **COMPENSATION AND BENEFITS: COMPENSATION PLAN**

To eliminate the possibility of confusion about the frequency of pay, we recommend replacing *bimonthly* with the more specific and widely used *semi-monthly*. Other revisions are recommended for policy style and to clarify the circumstances under which certain employees will receive premium pay during an emergency closing for a disaster.

If the district no longer wants to provide premium pay for nonexempt employees who are required to work during an emergency closing for a disaster, please contact your policy consultant for appropriate revisions to this policy.

The [Legal Issues in Update 121](#) memo describes common legal concerns and best practices specific to this policy's topic.

#### **DEAB(LEGAL)**

#### **COMPENSATION PLAN: WAGE AND HOUR LAWS**

Changes have been made to better reflect legal sources.

#### **E(LEGAL)**

#### **INSTRUCTION**

The E section table of contents has been updated to add the new code EHBCA, which includes provisions addressing accelerated instruction previously located at EHBC. The subtitle for policy EHBC has been changed to Compensatory Services and Intensive Programs.

#### **EF(LEGAL)**

#### **INSTRUCTIONAL RESOURCES**

Legal definitions of "harmful materials" and "obscene" have been added for ease of access.

#### **EHAD(LEGAL)**

#### **BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION**

A reference to Administrative Code provisions has been added regarding driver education safety program requirements.

#### **EHBAB(LEGAL)**

#### **SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM**

Changes reflect revised Administrative Code provisions regarding students who are homeless or in substitute care, effective January 1, 2023.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Red Oak ISD

#### **EHBAF(LLEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING**

Revisions reflect amended Administrative Code provisions, effective January 22, 2023, pertaining to filing certain documents electronically.

#### **EHBC(LLEGAL) SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS**

Update 121 includes a reorganization of the information regarding compensatory, intensive, and accelerated instructional services. Provisions addressing accelerated instruction have been moved to the new code EHBCA. The remaining provisions at this code, now subtitled Compensatory Services and Intensive Programs, have been reordered and adjusted for clarity.

#### **EHBCA(LLEGAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION**

This new policy addressing accelerated instruction comprises provisions moved from EHBC(LLEGAL). For clarity, we have reordered and adjusted the material.

#### **EBBH(LLEGAL) SPECIAL PROGRAMS: OTHER SPECIAL POPULATIONS**

An amended Administrative Code provision, effective January 18, 2023, has been added pertaining to regional day school programs for the deaf.

#### **EHBI(LLEGAL) SPECIAL PROGRAMS: ADULT AND COMMUNITY EDUCATION**

Changes reflect revisions to Administrative Code provisions, effective November 24, 2022, regarding essential program components of adult education programs.

#### **EHBJ(LLEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS**

Changes include a new Administrative Code provision, effective February 26, 2023, regarding requests for approval of an innovative course by the State Board of Education.

#### **EI(LLEGAL) ACADEMIC ACHIEVEMENT**

This legal policy has been revised to replace a repealed Administrative Code rule with a new rule, effective January 1, 2023, related to awarding credit to students who are homeless or in substitute care for coursework completed prior to the student enrolling in or transferring to the district. Other changes are to better reflect legal sources.

#### **EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT**

Duplicative text regarding students who fail to perform satisfactorily on a state assessment instrument has been deleted and replaced with a note pointing to EHBC and EHBCA.

#### **FD(LLEGAL) ADMISSIONS**

The policy has been updated to delete an Administrative Code rule repealed by the State Board of Education, effective March 9, 2023.

#### **FD(LOCAL) ADMISSIONS**

Recommended revisions to this policy at Transition Assistance reflect the repeal and replacement of an Administrative Code provision regarding awarding credit to a student who is homeless or in substitute care. Under the new rule, a district must adopt a policy to ensure credit has been awarded appropriately.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Red Oak ISD

prior to enrollment. Other changes provide greater flexibility for the district with regard to requiring proof of residency by removing specific requirements and referring to administrative regulations.

The [Legal Issues in Update 121](#) memo describes common legal concerns and best practices specific to this policy's topic.

#### **FDA(LLEGAL)                      ADMISSIONS: INTERDISTRICT TRANSFERS**

This policy has been reorganized for clarity. Other changes are to better match statutory wording. Notes have been added to more clearly indicate the application of certain provisions.

#### **FDC(LLEGAL)                      ADMISSIONS: HOMELESS STUDENTS**

A note has been added to clarify that information regarding support services for students experiencing homelessness, including provisions regarding district liaisons and transition services, is located at FFC.

#### **FEA(LLEGAL)                      ATTENDANCE: COMPULSORY ATTENDANCE**

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. A note has been added referring to the *Student Attendance Accounting Handbook* for additional guidance.

#### **FEB(LLEGAL)                      ATTENDANCE: ATTENDANCE ACCOUNTING**

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. We have also added a note referring to the *Student Attendance Accounting Handbook* for additional guidance, as well as existing statutory provisions for completeness and clarification.

#### **FFAF(LLEGAL)                      WELLNESS AND HEALTH SERVICES: CARE PLANS**

Links to the Texas Department of State Health Services' guidance for the care of students with diabetes and of students with food allergies have been updated.

#### **FFC(LLEGAL)                      STUDENT WELFARE: STUDENT SUPPORT SERVICES**

Revisions throughout this policy reflect amended Administrative Code provisions, effective January 1, 2023, regarding transition assistance for students experiencing homelessness or in substitute care.

#### **FFI(LLEGAL)                      STUDENT WELFARE: FREEDOM FROM BULLYING**

A note has been added with a link to the [Minimum Standards for Bullying Prevention](#) finalized by TEA on January 31, 2023.

#### **FFI(LOCAL)                      STUDENT WELFARE: FREEDOM FROM BULLYING**

The [Minimum Standards for Bullying Prevention](#), completed by TEA on January 31, 2023, include a requirement for policy provisions on reporting bullying incidents. Existing policy language addresses reporting by students and staff. The enclosed revisions are recommended to address the new minimum standards.

#### **FL(LLEGAL)                      STUDENT RECORDS**

Provisions at Access, Disclosure, and Amendment, beginning on page 4, have been revised and reorganized for clarity and to better reflect legal sources. The definition of eligible student has been added. Additional reporting requirements under the National School Lunch Act or the Child Nutrition Act have also

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Red Oak ISD

been added. A note has been added at the beginning of the policy to clarify that information regarding juvenile law enforcement records is located in GBA.

#### **G(LLEGAL) COMMUNITY AND GOVERNMENTAL RELATIONS**

The G section table of contents has been revised to reflect the correct subtitle for GBA, Access to Public Information.

#### **GB(LLEGAL) PUBLIC INFORMATION PROGRAM**

Update 121 includes a reorganization of the public information policies in the GB series. As part of the reorganization, we have deleted provisions that are duplicated at other policy codes and adjusted provisions for clarity and to better match statutory wording.

#### **GBA(LLEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION**

As part of the reorganization of the public information policies, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary, to improve usability.
- Moved provisions regarding confidentiality based on statutes outside the Public Information Act (Government Code Chapter 552) to the policy code addressing the specific topic.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

#### **GBAA(LLEGAL) ACCESS TO PUBLIC INFORMATION: REQUESTS FOR INFORMATION**

As part of the reorganization of the GB series, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

#### **GRA(LLEGAL) RELATIONS WITH GOVERNMENTAL ENTITIES: STATE AND LOCAL GOVERNMENTAL AUTHORITIES**

This policy has been revised to include an Education Code provision prohibiting citation of a student alleged to have committed a school offense. Family Code definitions have also been added to support existing content regarding students taken into custody.

# Instruction Sheet

## TASB Localized Policy Manual Update 121

### Red Oak ISD

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
AC	(LEGAL)	Replace policy	Revised policy
AF	(LEGAL)	Replace policy	Revised policy
AIE	(LEGAL)	Replace policy	Revised policy
BBBA	(LEGAL)	Replace policy	Revised policy
BQ	(LEGAL)	Replace policy	Revised policy
C	(LEGAL)	Replace table of contents	Revised table of contents
CBB	(LEGAL)	Replace policy	Revised policy
CCA	(LEGAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CCGB	(LEGAL)	Replace policy	Revised policy
CCGB	(LOCAL)	Replace policy	Revised policy
CFB	(LOCAL)	Replace policy	Revised policy
CH	(LEGAL)	Replace policy	Revised policy
CKE	(LOCAL)	DELETE policy	See explanatory note
CKEA	(LOCAL)	ADD policy	See explanatory note
CL	(LEGAL)	Replace policy	Revised policy
CLA	(LEGAL)	Replace policy	Revised policy
CLB	(LEGAL)	Replace policy	Revised policy
CLB	(LOCAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CNC	(LEGAL)	Replace policy	Revised policy
CO	(LEGAL)	Replace policy	Revised policy
CO	(LOCAL)	Replace policy	Revised policy
COA	(LOCAL)	Replace policy	Revised policy
CQ	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CRF	(LOCAL)	Replace policy	Revised policy
CSA	(LEGAL)	No policy enclosed	See explanatory note
CVA	(LOCAL)	Replace policy	Revised policy
CVB	(LOCAL)	Replace policy	Revised policy
DBAA	(LEGAL)	Replace policy	Revised policy
DEA	(LOCAL)	Replace policy	Revised policy
DEAB	(LEGAL)	Replace policy	Revised policy
E	(LEGAL)	Replace table of contents	Revised table of contents

# Instruction Sheet

## TASB Localized Policy Manual Update 121

### Red Oak ISD

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
EF	(LEGAL)	Replace policy	Revised policy
EHAD	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBAF	(LEGAL)	Replace policy	Revised policy
EHBC	(LEGAL)	Replace policy	Revised policy
EHBCA	(LEGAL)	ADD policy	See explanatory note
EBBH	(LEGAL)	Replace policy	Revised policy
EBHI	(LEGAL)	Replace policy	Revised policy
EBHJ	(LEGAL)	Replace policy	Revised policy
EI	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
FD	(LEGAL)	Replace policy	Revised policy
FD	(LOCAL)	Replace policy	Revised policy
FDA	(LEGAL)	Replace policy	Revised policy
FDC	(LEGAL)	Replace policy	Revised policy
FEA	(LEGAL)	Replace policy	Revised policy
FEB	(LEGAL)	Replace policy	Revised policy
FFAF	(LEGAL)	Replace policy	Revised policy
FFC	(LEGAL)	Replace policy	Revised policy
FFI	(LEGAL)	Replace policy	Revised policy
FFI	(LOCAL)	Replace policy	Revised policy
FL	(LEGAL)	Replace policy	Revised policy
G	(LEGAL)	Replace table of contents	Revised table of contents
GB	(LEGAL)	Replace policy	Revised policy
GBA	(LEGAL)	Replace policy	Revised policy
GBAA	(LEGAL)	Replace policy	Revised policy
GRA	(LEGAL)	Replace policy	Revised policy



## (LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

---

**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

---

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529	800.580.1488

---

**Note:** The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022.

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value.

---

**Texas Economic Development Act**

Purpose

These provisions outline the District’s procedures for accepting, reviewing, and considering applications and amendments to applications, and, when necessary, enforcing agreements under the Texas Economic Development Act (the Act), as set forth in Tax Code Chapter 313. [See CCGB(LEGAL)]

Definitions

In addition to the definitions set out in CCGB(LEGAL), the following definitions apply in this policy:

“Application review period” means the period during which the Board will consider and act on an application. The application review period begins on the application review start date and ends on the 151st day thereafter, unless the application review period is extended by Board action prior to the expiration date.

“Appraisal district” means each county appraisal district that appraises property that is the subject of an application.

“Large project application” means an application for which the qualified investment exceeds \$300,000,000.

**Filing an Application**

In the form and formats required by the comptroller, an applicant shall file with the Superintendent the original and copies of the completed application along with a searchable electronic copy certified to contain information identical to the original hard copy. [See CCGB(LEGAL) at Required Contents and Format]

The Superintendent shall hold any incomplete applications or applications submitted without the full application fee until the application is properly completed and the application fee is paid. The Superintendent’s determination of whether an application is complete shall be final.

Confidentiality of Applicant Information

If the Board decides to consider an application, information provided in connection with an application will not be considered confidential except as allowed by law. [See CCGB(LEGAL) at Confidential Business Information]

Amending an  
Application

An applicant may seek to amend an application at any time prior to final Board action on the application. If an amended application is filed within 60 days of the end of the application review period, the application review period shall be extended automatically to the 61st day after the date on which the last amended application is filed, unless the Board takes action to extend the application review period otherwise.

The Superintendent shall review and forward to the comptroller any amended application or supplemental information on receipt.

Standard  
Application Fee

An applicant shall pay a standard application fee of \$75,000 to the District to cover the District's costs in processing and considering the application. This fee is nonrefundable except as set forth in this policy:

1. For large project fees after the initial fee submission; or
2. If the application is rejected after an initial Board review.

The standard application fee does not include any amount charged by the comptroller to the applicant for the comptroller's economic impact evaluation.

*Large Project  
Application Fee*

For a large project application, the Board may set an application fee higher than the standard application fee if the analysis or evaluation of the application warrants a higher fee. In this case, the applicant shall initially submit the standard application fee. If the Board sets a higher fee, the applicant may withdraw its application and any fee submitted if the applicant disagrees with the higher fee.

**Processing an  
Application**

Before Initial Board  
Review

Upon receipt of an application and application fee, the Superintendent shall:

1. Send the applicant written confirmation of receipt of the application and application fee.
2. Review the application and, as necessary, require the applicant to submit additional and/or supplementary information, including all required schedules.
3. Within seven days of receipt of a completed application, submit the application to the comptroller, together with any economic analysis of the proposed project submitted by the applicant.
4. Obtain necessary conflict of interest disclosures. [See BBFA(LEGAL)]

- Initial Board Review As soon as practical after an application is filed, the Board shall conduct an initial review of the application during which the Board may consider the Superintendent's recommendation and written or oral presentations concerning the application.
- If, after the initial review, the Board determines that the application is not in the best interests of the District, the Board shall reject the application and return to the applicant the application fee, less any necessary and reasonable costs of the initial review.
- If the Board accepts a large project application for further consideration, the Board may set an appropriate fee in accordance with this policy.
- After Initial Board Review If the Board elects to consider the completed application, the Superintendent shall:
1. Deposit the application fee and provide required written notice to the applicant and comptroller, with a copy to the appraisal district, that the District has received and will consider the completed application;
  2. Deliver to the comptroller a copy of the application and required material along with a request for an economic impact evaluation;
  3. Accept on behalf of the Board any amendments or supplements submitted by the applicant, and transmit copies to the comptroller within seven days of receipt;
  4. Direct appropriate District personnel to create a link from the District's website to the location on the comptroller's website where copies of applications are posted;
  5. Within the time allowed by law, provide all required supplemental information necessary to assist the comptroller and the Texas Education Agency (TEA) with the required analyses;
  6. On receipt, provide the applicant and District consultants with a copy of the economic impact evaluation and the school facilities impact analysis;
  7. Work with the applicant and District consultants to provide the District and the comptroller with copies of the proposed agreement in a timely manner [see CCGB(LEGAL) at Continued Eligibility];
  8. Take all action necessary or required to process the application;

9. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request for extension of the application review period;
10. If an extension of the application review period is requested, report each such request to the comptroller within seven days of the decision to grant the extension; and
11. After Board action on the application, if any, transmit all necessary and required information to the comptroller, the applicant, and the appraisal district.

District Consultants On retention by the Board, District consultants, including legal counsel, shall review the application to ensure it includes all required information. District consultants shall also begin an analysis of the application, consider any legal implications of the application, draft and negotiate an appropriate revenue protection agreement, and evaluate the analyses from the comptroller and TEA on receipt.

District consultants shall be paid for services from the application fee and shall complete their analyses in time to assist the Board, as appropriate, in its initial review or final determination on the application.

**Board Action on Application**

Completed applications may be considered for approval by the Board only after completion of the economic impact evaluation and the school facilities impact analysis and receipt of the comptroller's certification, as required by the Act.

Public Hearing

The Board's final determination on an application shall be made after a public hearing at which the Superintendent, District consultants, the applicant, and members of the public may provide input and information concerning the proposed application. The comptroller's certification shall be disclosed at the public hearing.

The public hearing shall be held at a time that allows the Board to approve or disapprove an application before the expiration of the application review period, unless the deadline has been extended.

Findings of Fact

After the public hearing, the Board shall make specific written findings as required by law. [See CCGB(LEGAL) at Approval]

Adoption of Agreement

After considering the comptroller's certification, the economic impact evaluation, the school facilities impact analysis, information from District consultants, and any other relevant information, the Board may approve the application and enter into an agreement that complies with all legal requirements. [See CCGB(LEGAL) at Agreement] The Board shall also consider and adopt an agreement with the applicant to provide protection from or compensation for

any financial risks undertaken by the District in accepting the application.

Waiver of Jobs  
Requirement

The Board may waive the new jobs creation requirement in accordance with the law. [See CCGB(LEGAL) at Waiver of New Jobs Creation Requirement] If an applicant makes a waiver request subsequent to the original application, the Board may charge the applicant a fee to cover the costs of any consultant required by the Board in making the requisite finding.

**Superintendent  
Responsibilities  
After Agreement**

During the term of any agreement, the Superintendent shall ensure that all reporting requirements are met in a timely manner by the District and the applicant. The Superintendent is authorized to delegate this function to District consultants.

**Statements  
Regarding Conflicts  
of Interest**

Each Board member and any District employee who is a local government official under Local Government Code Chapter 176 shall submit a conflict of interest statement confirming or denying the existence of a conflict of interest or a substantial business interest in each project that is the subject of an application, agreement, or amendment to an agreement with the District. Within 60 days after each Board election or the appointment of a Board member, each new Board member shall complete a statement. The completed statements shall be retained by the District with each affected application or agreement. If a conflict or substantial interest exists, the appropriate disclosure forms shall be completed and filed as required by law. [See BBFA(LEGAL)]

**Capitalization  
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

~~SAFETY PROGRAM/RISK MANAGEMENT  
SECURITY PERSONNEL~~

~~GKE  
(LOCAL)~~

~~**District Police  
Department**~~

~~To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.~~

~~Supervisory  
Authority~~

~~The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.~~

~~Jurisdiction~~

~~The jurisdiction of police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.~~

~~Police Authority~~

~~Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:~~

- ~~1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.~~
- ~~2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.~~
- ~~3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.~~
- ~~4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.~~
- ~~5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.~~
- ~~6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.~~
- ~~7. Carry weapons as directed by the chief of police and approved by the Superintendent.~~
- ~~8. Carry out all other duties as directed by the chief of police or Superintendent.~~

~~District police officers shall not be assigned routine classroom discipline or administrative tasks.~~

<del><i>Temporary Assignment</i></del>	<del>District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.</del>
<del>Limitations on Nonschool Employment</del>	<del>No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and Superintendent.</del>
<del>Relationship with Outside Agencies</del>	<del>The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.</del>
<del>Video Monitoring</del>	<del>If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.</del>
<del><i>Access to Recordings</i></del>	<del>Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]</del>
<del>Training</del>	<del>All District officers shall receive at least the minimum amount of education and training required by law.</del>
<del>Department Regulations Manual</del>	<del>To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.</del>
<del><i>Racial Profiling</i></del>	<del>The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.</del>
<del><i>Use of Force</i></del>	<del>The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.</del>
<del><i>High-Speed Pursuit</i></del>	<del>Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by</del>

~~the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.~~

Complaints

~~Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint. [See Complaints Against Peace Officers at CKEA(LEGAL)]~~

~~Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.~~

SECURITY PERSONNEL  
COMMISSIONED PEACE OFFICERS

CKEA  
(LOCAL)

<b>District Police Department</b>	To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.
Supervisory Authority	The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.
Jurisdiction	The jurisdiction of police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.
Police Authority	<p>Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:</p> <ol style="list-style-type: none"><li>1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.</li><li>2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.</li><li>3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.</li><li>4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.</li><li>5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.</li><li>6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.</li><li>7. Carry weapons as directed by the chief of police and approved by the Superintendent.</li><li>8. Carry out all other duties as directed by the chief of police or Superintendent.</li></ol>

SECURITY PERSONNEL  
COMMISSIONED PEACE OFFICERS

CKEA  
(LOCAL)

	District police officers shall not be assigned routine classroom discipline or administrative tasks.
<i>Temporary Assignment</i>	District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.
Limitations on Nonschool Employment	No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and Superintendent.
Relationship with Outside Agencies	The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
Video Monitoring	If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.
<i>Access to Recordings</i>	Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]
Training	All District officers shall receive at least the minimum amount of education and training required by law.
Department Regulations Manual	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.
<i>Racial Profiling</i>	The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.
<i>Use of Force</i>	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.

SECURITY PERSONNEL  
COMMISSIONED PEACE OFFICERS

CKEA  
(LOCAL)

*High-Speed  
Pursuit*

Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

Complaints

Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint.

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

**Integrated Pest Management Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

**Food Donation**

The Superintendent shall be authorized to develop regulations for the District to donate or otherwise dispose of leftover food in accordance with law.

**Meal Charges**

State Law

As established by the Board, a student with an exhausted or insufficient balance on his or her meal card or meal account shall be allowed to continue to purchase meals for up to ~~\$10.~~ \$25. The Superintendent shall develop administrative regulations for this grace period to address:

1. The District's processes for parent notification during the grace period, including a schedule for repayment; and
2. Whether the student will be limited to certain foods or beverages during this grace period, and, if so, the District's efforts to minimize overt identification of the student.

No fees or interest shall be charged by the District for meals purchased during the grace period.

Federal Law

For each campus that participates in the federal school breakfast or lunch programs under which students may incur a meal charge, the District's administrative regulations shall also address procedures for a student who has insufficient funds to purchase a meal following exhaustion of the grace period described above. The procedures shall address:

1. The parameters under which meals shall be served to the student;
2. The District's efforts to minimize overt identification of the student; and
3. How the District will attempt to collect unpaid debt in order to maintain the financial integrity of the food service account.

**Procurement**

The ~~Superintendent~~director of student nutrition shall oversee the use of federal child nutrition funds to procure appropriate goods and services necessary for providing food service to students and shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to comply with all state and federal requirements for use of these funds.

[See CO(LEGAL) and COA(LEGAL)]

**Geographic Preference**

The Board delegates to the ~~Superintendent~~director of student nutrition the authority to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products and to:

1. Specify the types of products for which any geographic preference will be applied; and
2. Define the geographic area to be preferred for each applicable product.

INSURANCE AND ANNUITIES MANAGEMENT  
UNEMPLOYMENT INSURANCE

CRF  
(LOCAL)

**Reasonable  
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

**Specifications**

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

**Bid Process**

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

**Safety Record**

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION  
COMPETITIVE SEALED PROPOSALS

CVB  
(LOCAL)

**Specifications**

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

**Process**

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and  
Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal  
Acceptance

The District may reject any and all proposals.

**Safety Record**

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS  
COMPENSATION PLAN

DEA  
(LOCAL)

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA]- The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

**Pay Administration**

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The ~~Superintendent or designee shall classify~~ classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or ~~bimonthly~~ semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~ Any pay adjustments for individual employees; shall be determined within the approved budget following established procedures.

~~Mid-Year~~ Midyear  
Pay Increases

Contract  
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]

Noncontract  
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity.

**Pay During Closing**

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools].]

COMPENSATION AND BENEFITS  
COMPENSATION PLAN

DEA  
(LOCAL)

Premium Pay  
During Disasters

Nonexempt employees who are required to work ~~during to mitigate the reason for~~ an emergency closing ~~for a disaster, as declared by a federal, state, or local official or the Board,~~ shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. ~~All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.~~

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent ~~or designee~~ shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

**Persons Age 21 and Over**

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

**Registration Forms**

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

Proof of Residency

~~At the time of initial registration and on an annual basis thereafter~~In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency ~~in accordance with administrative regulations developed by the Superintendent.~~

In accordance with law, the District may make reasonable inquiries to determine whether the student is a resident of the District, including when a document submitted for purposes of proving residency is not in the name of the adult who is enrolling the student. Based on an individual's circumstance, the District may grant exceptions to the requirement to produce a document listed in administrative regulations. When required by law, the District shall waive the requirement to prove residency in the District boundaries.

~~A parent or guardian may be required at any time to produce proof of residency. Proof of residency shall be required each time a student attempts to enroll after moving away and returning or changing schools within the District.~~

*Continued Enrollment*

~~After a student's initial enrollment, the District shall verify residency through the annual registration forms and may investigate stated residency as necessary.~~

**Minor Living Apart**

Person Standing in Parental Relation

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

Misconduct

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

Exceptions

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

Extracurricular Activities

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

**Nonresident Student  
in Grandparent's  
After-School Care**

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

The Superintendent shall have authority to approve or deny such admissions requests in accordance with this policy.

Substantial After-School Care

For the purpose of admission under this provision, a substantial amount of after-school care shall consist of at least two hours per school day for five days during the regular school week.

A student in prekindergarten–grade 8 shall be eligible to attend District schools if he or she meets this requirement. Unless the student has a documented special need, a student in grades 9–12 shall not be eligible for admission to District schools under this provision.

A student enrolled under this provision may continue in enrollment so long as the grandparent provides this level of care.

The Superintendent shall have authority to waive these requirements on the basis of a student's extenuating circumstances.

**"Accredited" Defined**

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

**Grade-Level  
Placement**

Accredited Schools

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

Nonaccredited  
Schools

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

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.

3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas  
Public Schools

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

Other Accredited or  
Nonaccredited  
Schools

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

Transition  
Assistance

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

[See EI]

**Withdrawal**

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

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

---

**Note:** This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

---

**Bullying Prohibited**

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

**Minimum Standards**

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

**Retaliation**

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

**False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

**Timely Reporting**

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

**Reporting Procedures**

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
<b>Notice of Report</b>	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
<b>Prohibited Conduct</b>	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
<b>Investigation of Report</b>	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
<b>Concluding the Investigation</b>	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
<b>Notice to Parents</b>	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

<b>District Action</b>	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.  The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
<b>Confidentiality</b>	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
<b>Appeal</b>	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
<b>Records Retention</b>	Retention of records shall be in accordance with CPC(LOCAL).
<b>Access to Policy and Procedures</b>	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

**MINUTES OF THE  
RED OAK INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES SPECIAL MEETING  
Saturday, May 6, 2023**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Saturday, May 6, 2023, 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 Special 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; Johnny Knight; and Michelle Porter.

The following Board member was absent: Penny Story.

2. INVOCATION

Mr. Knight led the invocation.

3. PLEDGES OF ALLEGIANCE

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

4. OPEN FORUM

**No one spoke in Open Forum.**

5. REVIEW INITIAL SCHOOL BOARD AND BOND ELECTION RESULTS AS THEY BECOME AVAILABLE

**The Board entered into an election watch for the results of the Red Oak ISD Board and Bond Elections held the date of this meeting.**

6. ADJOURNMENT

**As there was no further business or action to be taken, the meeting adjourned at 10:29 p.m.**

---

John Anderson, Board President

---

Brian Sebring, Board Secretary

**MINUTES OF THE  
RED OAK INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING  
Monday, May 15, 2023**

A Regular Meeting of the Board of Trustees of Red Oak ISD was held Monday, May 15, 2023, 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; Donna Knight; Johnny Knight; Michelle Porter; and Penny Story.

The following Board member was absent: Brian Sebring.

2. INVOCATION

Jordan Willis, Family Minister, Ovilla Church of Christ, led the invocation.

3. PLEDGES OF ALLEGIANCE

The Red Oak High School NJROTC cadets conducted the Presentation of Colors and led the pledges of allegiance to the American and Texas flags.

4. ACTION ITEM

- A. Canvass May 6, 2023 Red Oak Independent School District Bond Election  
John Anderson, Board President

**Canvassing of the May 6, 2023 Red Oak ISD Bond Election was conducted. Mr. Anderson read the Summary of Precinct Returns with Ms. Petersen confirming with the Ellis County Administrator's Election Results as follows: Prop A (For-2,200 and Against-1,453).**

**Ms. Petersen made a motion that the Board approve the canvassing of the Election Returns for the Red Oak ISD Bond Election held on May 6, 2023 as presented by Mr. Anderson, along with the Certificate of Order Canvassing Bond Election Returns and the Order Canvassing Bond Election Returns. Mr. Knight seconded the motion. The motion passed 6 – 0.**

- B. Canvass May 6, 2023 Red Oak Independent School District Board of Trustees Election  
John Anderson, Board President

**Canvassing of the May 6, 2023 Red Oak ISD Board of Trustees General Election was conducted. Mr. Anderson read the Summary of Precinct Returns with Ms. Petersen confirming with the Ellis County Elections Administrator’s Election Results as follows: Place 3: Bill Foster – 1,174 votes and John Anderson – 2,108 votes; Place 4: Johnny Knight – 1,742 votes; Clifford Wherley – 325 votes; and Kim Sturman 1,250 votes; Place 5: Machanta E. Newson – 388 votes; Sean Kelly – 1,008 votes; Rhonda Landrum – 953 votes; and Penny Story – 1,036 votes.**

**Ms. Petersen made the motion that the Board approve the canvassing of the Election Returns for the Red Oak ISD Board of Trustees Election held on May 6, 2023 as presented by Mr. Anderson, and declare John Anderson, Place 3; and Johnny Knight, Place 4; duly elected School Board members. Place 5 will require a runoff election between Sean Kelly and Penny Story. Ms. Porter seconded the motion. The motion passed 6 – 0.**

- C. Consideration and Approval of Runoff Election Order for the Red Oak Independent School District Trustee Runoff Election on June 10, 2023  
Brenda Sanford, Superintendent

**Ms. Petersen made a motion to approve the Order of Election Calling a Runoff Trustee Election on June 10, 2023. Ms. Knight seconded the motion. The motion passed 6 – 0.**

## 5. RECOGNITIONS

- A. Maroon Star Award  
Brenda Sanford, Superintendent

**The Board and Ms. Sanford presented Alexandria Honeycutt, a Lunchroom Monitor at Red Oak Elementary School, with the Maroon Star Award for her heroic actions in saving the life of a student.**

- B. Top Hawks  
Brenda Sanford, Superintendent

**The Board and Ms. Sanford recognized Top Hawks from each campus. These students are selected based on the 4 Talons of the Hawk – Academic Readiness/Prepared, GRIT, Character, and Service.**

- C. Hawk Staff Spotlight  
Brenda Sanford, Superintendent

**The Board and Ms. Sanford recognized Mr. Bryan Reed, History Teacher and Cross Country Coach at Red Oak High School, as the Hawk Staff Spotlight winner.**

6. SUPERINTENDENT'S REPORT

- A. Budget Update  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO

**Dr. Johnston gave a budget update that included the 2023-2024 Budget Calendar; 2023-2024 Budget Development; Legislative Changes; Discussion on Property Values; and Next Steps.**

- B. District Update  
Brenda Sanford, Superintendent

**The Red Oak High School Track Team competed at the UIL State Meet over the weekend. Our Boys 4 X 100 are 5A State Champions.**

**Boys 4 X 100 – 1st Place – 5A State Champions  
Durrell Collins, Cameron Cleveland, Rodney Malone, Brayden Robinson  
Boys 4 X 200 – 5th Place  
Brayden Robinson – 100 – 5th Place  
Cameron Cleveland – 200 - 3rd Place  
Boys Finished 3rd Place Overall  
Girls 4 X 400 – 7th Place  
Kayla Roberts-Day – Shot Put – 8th Place**

**The following Red Oak High School Seniors signed a letter of intent to play at the collegiate level next year.**

**Boys Soccer  
Chris Deamon – SMU**

**Girls Soccer  
Ashley Chandler – LSU Shreveport  
Georgia Santos – Navarro  
Zamaria Baugh – UC Riverside**

**Boys Basketball**

**Jayden Murphy – Concordia University**

**Brayden Horn – Southwestern University**

**Congratulations to the 12 Red Oak High School seniors who are members of the Hawk Scholars program. These students received their Associate’s Degree from Navarro College on Saturday, May 13, for completing 60 collegiate dual-credit hours.**

**Hawk Scholars Academy graduates will also be recognized at Red Oak High School graduation on June 4, 2023, at UTA.**

**Navarro Hawk Scholars for the Class of 2023:**

**Khaled Alchahrour**

**Asa Low**

**Kadisha Asher**

**Aubrey McKnight**

**Michaela Ballard**

**Tasnim Reza**

**Alicia Cook**

**Benedicto Sanchez**

**Nicole Davis**

**Matthew Smitherman**

**Lisa Green**

**Priya York**

**Red Oak High School hosted their annual VIP Prom for students with special needs and their peer partners. This is an incredible event and the students truly enjoy it.**

**Red Oak ISD administrators, along with Board Members, surprised Teachers and Employees of the Year during a special Celebration Tour. These employees will be honored during the annual End of Year Celebration.**

**Red Oak ISD has been named a 2023 Best Communities for Music Education by the National Association of Music Merchants. We will be doing a presentation at the next board meeting.**

**ROISD celebrated Teacher Appreciation Week this month. Every campus honored their staff with special treats each day. Thank you staff for all you do.**

**Red Oak ISD campuses hosted open houses during Celebrate Texas Public Schools Week. Campuses had special performances, displayed student artwork, and welcomed families into the schools to visit with teachers and staff.**

**The Red Oak ISD Education Foundation held their annual Celebration of Stars banquet honoring the top 25 seniors and their most influential educators. We want to congratulate these amazing students and staff members.**

**Red Oak High School held a signing ceremony for Decision Day 2023 for seniors to declare their collegiate, trade school, or military intentions for next year.**

**Red Oak ISD hosted almost 90 community members for the ROISD Spring Senior Citizen Luncheon at Red Oak High School. Guests were treated with a cadet escort and a carnation as they arrived and a photo booth with the Hawk Mascot. The seniors were also treated with a performance by the ROHS Choir. We love welcoming our community into the schools.**

**Congratulations to Dr. Johnston and his team for receiving the Association of School Business Officials (ASBO) International's Certificate of Excellence in Financial Reporting for the 2022 Annual Comprehensive Financial Report. This award represents a significant achievement and reflects ROISD's commitment to transparency and high-quality financial reporting.**

**Early voting for the runoff election begins on May 30 and election day will be June 10. Voting will take place at Grace Covenant Church.**

7. OPEN FORUM

**The following individual spoke in Open Forum – Yamun Hempstead in regards to district improvement.**

8. ACTION ITEMS

A. Consent Agenda

1. Minutes from School Board Regular Meeting on April 17, 2023
2. Payment of Current Bills Over \$50,000
3. Budget Amendments 2022-2023

**Ms. Petersen made a motion to approve the Consent Agenda as presented. Mr. Knight seconded the motion. The motion passed 6 – 0.**

B. Consideration and Approval of Audit Engagement Letter for 2022-2023  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO

**Mr. Knight made a motion that the Board approve Hankins, Eastup, Deaton, Tonn, Seay & Scarborough to conduct Red Oak ISD's annual financial audit for the 2022-2023 fiscal year. Ms. Knight seconded the motion. The motion passed 6 – 0.**

C. Consideration and Approval of Board Nomination of TASB Director Candidate  
Brenda Sanford, Superintendent

**Ms. Porter made a motion that the Board table this item and take no action. Ms. Petersen seconded the motion. The motion passed 6 – 0.**

D. Consideration and Approval of Board Policy DNA (LOCAL) - Performance  
Appraisal - Evaluation of Teachers  
Michelle Ailara, Assistant Superintendent of Human Resources

**Mr. Knight made a motion that the Board adopt DNA (LOCAL) policy as presented. Ms. Petersen seconded the motion. The motion passed 6 – 0.**

- E. Consideration and Approval of Board Policy FDA (LOCAL) - Admissions - Interdistrict Transfers and Board Policy FFAC (LOCAL) - Wellness and Health Services - Medical Treatment  
Melissa Sulak, Executive Director of Curriculum and Instruction

**Ms. Petersen made a motion that the Board adopt FDA (LOCAL) and FFAC (LOCAL) as presented. Ms. Knight seconded the motion. The motion passed 6 – 0.**

- F. Consideration and Approval of City of Red Oak Permanent Utility Easement  
Kevin Freels, Assistant Superintendent of District Operations

**Mr. Knight made a motion that the Board grant a .4710-acre utility easement at 200 Valley Ridge Road, Red Oak, Texas to the City of Red Oak and grant the Superintendent and/or designee authority to complete negotiations and sign appropriate documents. Ms. Porter seconded the motion. The motion passed 6 – 0.**

- G. Consideration and Approval of Purchase of Door Lock Upgrades  
Kevin Freels, Assistant Superintendent of District Operations

**Ms. Petersen made a motion that the Board approve the purchase of door lock upgrades from KLC Video Security through the TIPS contract #220105 in the amount of \$146,300.00 as presented. Ms. Knight seconded the motion. The motion passed 6 – 0.**

- H. Consideration and Approval of Window Safety Film  
Kevin Freels, Assistant Superintendent of District Operations

**Ms. Petersen made a motion that the Board approve the purchase of window safety film from Metro Tint Texas Professional Glass Tinting, a 3M Certified and Premier Elite dealer, through TIPS contract #220604 in the amount of \$197,347.00 as presented. Mr. Knight seconded the motion. The motion passed 6 – 0.**

- I. Consideration and Approval of Required USDA 2023-2024 Student Breakfast and Lunch Prices  
Brent Stanford, Executive Director of Support Services and Victoria Ybarra, Director of Student Nutrition

**Ms. Knight made a motion that the Board approve the 2023-2024 lunch and breakfast prices as presented and required by USDA. Ms. Porter seconded the motion. The motion passed 6 – 0.**

- J. Consideration and Approval of Required USDA 2023-2024 Adult Breakfast and Lunch Prices  
Brent Stanford, Executive Director of Support Services and Victoria Ybarra, Director of Student Nutrition

**Ms. Knight made a motion that the Board approve the 2023-2024 adult meal prices as presented and required by the USDA. Ms. Petersen seconded the motion. The motion passed 6 – 0.**

- K. Consideration and Approval of RFP #2022-11-01 - ROISD - Food, Catering, and Related Services  
Julie Phillips, Purchasing Agent

**Ms. Petersen made a motion that the Board approve Chick-fil-A (Red Oak), Jason’s Deli, and Annie Freeze Chill Factory for Food, Catering and Related. Ms. Knight seconded the motion. The motion passed 6 – 0.**

- L. Consideration and Approval of Salary Schedule for 2023-2024  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO

**Mr. Knight made a motion that the Board approve the proposed Employee Compensation Plans for the 2023-2024 fiscal year and authorize District Administration to continue to review all employee groups to ensure that the pay is properly distributed within all groups. Ms. Petersen seconded the motion. The motion passed 6 – 0.**

9. INFORMATION ITEMS

- A. Enrollment Report
- B. Finance Report

10. CLOSED SESSION

**The Board convened into Closed Session at 8:22 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
  - 2. Superintendent Evaluation / Superintendent Contract
- 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.
11. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION

**The Board reconvened back into Open Session at 9:59 p.m. Ms. Petersen made a motion to approve personnel recommendations as presented in Closed Session. Mr. Knight seconded the motion. The motion passed 6 – 0.**

**Ms. Petersen made a motion to approve the Superintendent’s Evaluation and Contract as presented in Closed Session. Ms. Knight seconded the motion. The motion passed 6 – 0.**

12. ADJOURNMENT

**As there was no further business or action to be taken, the meeting adjourned at 10:00 p.m.**

---

John Anderson, Board President

---

Brian Sebring, Board Secretary

**MINUTES OF THE  
RED OAK INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES SPECIAL MEETING  
Tuesday, May 30, 2023**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Tuesday, May 30, 2023, beginning at 6:30 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 6:30 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. Story led the Pledges of Allegiance to the American and Texas flags.

4. SUPERINTENDENT'S REPORT

- A. Discussion of Districtwide Intruder Detection Audit Report Findings  
Phillip Prasifka, Chief of Police, Red Oak ISD Police Department

**Chief Prasifka discussed the outcome of the Texas School Safety Center Intruder Detection Audit that was held on May 12. The ROISD School Safety and Security Committee met on May 22, as required by the Texas School Safety Center, to discuss a proposed plan. TXSSC also requires public notification that an audit did occur at a ROISD campus, which is why Chief Prasifka presented the information to the Board. The final requirement is to report back to TXSSC that all requirements were met, no later than 45 business days after**

**the audit occurred. Chief Prasifka will answer any additional questions the Board may have during Closed Session.**

- B. Police Update  
Phillip Prasifka, Chief of Police, Red Oak ISD Police Department

**Chief Prasifka gave a Police Department update that included responsibilities, statistical information, school year comparisons, safety initiatives, challenges, and engagement.**

- C. District Update  
Brenda Sanford, Superintendent

**Ms. Sanford did not have any other updates for the Board.**

5. OPEN FORUM

**The following individual spoke in Open Forum – Amy Hedtke in regards to budget, project expenses and memorandums.**

6. ACTION ITEMS

- A. Consideration and Approval of Amended 2023-2024 School Year Calendar  
Brenda Sanford, Superintendent

**Ms. Petersen made a motion to approve the Amended 2023-2024 School Year Calendar as presented. Mr. Knight seconded the motion. The motion passed 7 – 0.**

- B. Consideration and Approval of Construction Manager At-Risk for New Middle School Project  
Brenda Sanford, Superintendent and Julie Phillips, Director of Purchasing

**Ms. Petersen made a motion that the Board authorize the Superintendent to negotiate and enter into a contract with Joeris General Contractors for performing pre-construction services to establish a Guaranteed Maximum Price (GMP) and further continue through the general construction of the project should the GMP fit within the budget allowed. Mr. Sebring seconded the motion. The motion passed 6 – 1 with Ms. Story voting “no”.**

- C. Consideration and Approval of Memorandum of Understanding with the Red Oak ISD Education Foundation  
Brenda Sanford, Superintendent and Karen Anderson, Executive Director of Red Oak ISD Education Foundation

**Mr. Knight made a motion that the ROISD Education Foundation and**

**Red Oak ISD MOU be approved as presented for the 2023-2024 School Year. Mr. Sebring seconded the motion. The motion passed 5 -1 with Ms. Story voting “no” and Mr. Anderson abstaining.**

- D. Consideration and Approval of Technology Purchase  
Tony Maceda, Director of Information Technology

**Mr. Knight made a motion to approve purchasing virtual servers as per the quote from CDWG, an approved District vendor, using TIPS contract #230105. Mr. Sebring seconded the motion. The motion passed 7 – 0.**

## 7. CLOSED SESSION

**The Board convened into Closed Session at 8:00 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.

## 8. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION

**The Board reconvened back into Open Session at 9:23 p.m.**

9. ADJOURNMENT

**As there was no further business or action to be taken, the meeting adjourned at 9:24 p.m.**

---

John Anderson, Board President

---

Brian Sebring, Board Secretary

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
221906	TXU ENERGY	24,043.67	199 E 51 6259 02 001 0 99 000
221906	TXU ENERGY	13,569.68	199 E 51 6259 02 041 0 99 000
221906	TXU ENERGY	4,986.56	199 E 51 6259 02 101 0 99 000
221906	TXU ENERGY	3,892.00	199 E 51 6259 02 102 0 99 000
221906	TXU ENERGY	2,834.12	199 E 51 6259 02 103 0 99 000
221906	TXU ENERGY	4,841.02	199 E 51 6259 02 105 0 99 000
221906	TXU ENERGY	5,824.88	199 E 51 6259 02 999 0 99 000
221906	TXU ENERGY	5,852.78	198 E 51 6259 02 999 0 99 000
221906	TXU ENERGY	1,951.03	199 E 51 6259 02 870 0 99 000
221906	TXU ENERGY	616.16	199 E 51 6259 02 996 0 99 000
221906	TXU ENERGY	1,173.39	199 E 51 6259 02 995 0 99 000
221906	TXU ENERGY	0.00	199 E 51 6259 02 001 0 22 000
		69,585.29	Totals for 221906
221998	LONGHORN BUS SALES,	133,479.00	199 E 34 6631 00 991 0 99 000
		133,479.00	Totals for 221998
		203,064.29	Totals for checks

CHECK		ACCOUNT						
NUMBER	VENDOR	AMOUNT	NUMBER					
17520	LABATT FOOD SERVICE	6,613.77	240	E	35	6341	00	001 0 99 000
17520	LABATT FOOD SERVICE	1,295.52	240	E	35	6342	00	001 0 99 000
17520	LABATT FOOD SERVICE	5,752.58	240	E	35	6341	00	001 0 99 000
17520	LABATT FOOD SERVICE	780.37	240	E	35	6342	00	001 0 99 000
17520	LABATT FOOD SERVICE	141.77	240	E	35	6341	00	001 0 99 000
17520	LABATT FOOD SERVICE	6,830.81	240	E	35	6341	00	001 0 99 000
17520	LABATT FOOD SERVICE	1,560.74	240	E	35	6342	00	001 0 99 000
17520	LABATT FOOD SERVICE	202.24	240	E	35	6341	00	001 0 99 000
17520	LABATT FOOD SERVICE	5,617.74	240	E	35	6341	00	001 0 99 000
17520	LABATT FOOD SERVICE	1,135.13	240	E	35	6342	00	001 0 99 000
17520	LABATT FOOD SERVICE	4,292.91	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	1,090.74	240	E	35	6342	00	041 0 99 000
17520	LABATT FOOD SERVICE	5,740.83	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	623.14	240	E	35	6342	00	041 0 99 000
17520	LABATT FOOD SERVICE	6,205.17	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	946.48	240	E	35	6342	00	041 0 99 000
17520	LABATT FOOD SERVICE	275.52	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	3,774.45	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	475.39	240	E	35	6342	00	041 0 99 000
17520	LABATT FOOD SERVICE	582.42	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	2,071.98	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	404.70	240	E	35	6342	00	041 0 99 000
17520	LABATT FOOD SERVICE	2,767.07	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	544.65	240	E	35	6342	00	041 0 99 000
17520	LABATT FOOD SERVICE	2,515.80	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	313.24	240	E	35	6342	00	041 0 99 000
17520	LABATT FOOD SERVICE	91.84	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	2,347.74	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	365.05	240	E	35	6342	00	041 0 99 000
17520	LABATT FOOD SERVICE	291.21	240	E	35	6341	00	041 0 99 000
17520	LABATT FOOD SERVICE	3,955.14	240	E	35	6341	00	101 0 99 000
17520	LABATT FOOD SERVICE	432.84	240	E	35	6342	00	101 0 99 000
17520	LABATT FOOD SERVICE	2,338.93	240	E	35	6341	00	101 0 99 000
17520	LABATT FOOD SERVICE	278.82	240	E	35	6342	00	101 0 99 000
17520	LABATT FOOD SERVICE	2,206.10	240	E	35	6341	00	101 0 99 000
17520	LABATT FOOD SERVICE	269.40	240	E	35	6342	00	101 0 99 000
17520	LABATT FOOD SERVICE	1,902.34	240	E	35	6341	00	101 0 99 000
17520	LABATT FOOD SERVICE	506.65	240	E	35	6342	00	101 0 99 000
17520	LABATT FOOD SERVICE	291.21	240	E	35	6341	00	101 0 99 000
17520	LABATT FOOD SERVICE	2,226.15	240	E	35	6341	00	102 0 99 000
17520	LABATT FOOD SERVICE	467.53	240	E	35	6342	00	102 0 99 000
17520	LABATT FOOD SERVICE	3,077.33	240	E	35	6341	00	102 0 99 000
17520	LABATT FOOD SERVICE	225.43	240	E	35	6342	00	102 0 99 000
17520	LABATT FOOD SERVICE	2,321.20	240	E	35	6341	00	102 0 99 000
17520	LABATT FOOD SERVICE	263.65	240	E	35	6342	00	102 0 99 000
17520	LABATT FOOD SERVICE	2,955.79	240	E	35	6341	00	102 0 99 000
17520	LABATT FOOD SERVICE	443.61	240	E	35	6342	00	102 0 99 000
17520	LABATT FOOD SERVICE	291.21	240	E	35	6341	00	102 0 99 000
17520	LABATT FOOD SERVICE	3,000.31	240	E	35	6341	00	103 0 99 000
17520	LABATT FOOD SERVICE	396.70	240	E	35	6342	00	103 0 99 000
17520	LABATT FOOD SERVICE	3,226.57	240	E	35	6341	00	103 0 99 000
17520	LABATT FOOD SERVICE	462.13	240	E	35	6342	00	103 0 99 000
17520	LABATT FOOD SERVICE	3,106.80	240	E	35	6341	00	103 0 99 000
17520	LABATT FOOD SERVICE	391.29	240	E	35	6342	00	103 0 99 000
17520	LABATT FOOD SERVICE	45.92	240	E	35	6341	00	103 0 99 000
17520	LABATT FOOD SERVICE	3,005.01	240	E	35	6341	00	103 0 99 000

CHECK		ACCOUNT						
NUMBER	VENDOR	AMOUNT	NUMBER					
17520	LABATT FOOD SERVICE	610.18	240	E	35	6342	00	103 0 99 000
17520	LABATT FOOD SERVICE	291.21	240	E	35	6341	00	103 0 99 000
17520	LABATT FOOD SERVICE	2,551.67	240	E	35	6341	00	105 0 99 000
17520	LABATT FOOD SERVICE	374.84	240	E	35	6342	00	105 0 99 000
17520	LABATT FOOD SERVICE	1,527.80	240	E	35	6341	00	105 0 99 000
17520	LABATT FOOD SERVICE	294.72	240	E	35	6342	00	105 0 99 000
17520	LABATT FOOD SERVICE	137.76	240	E	35	6341	00	105 0 99 000
17520	LABATT FOOD SERVICE	3,082.72	240	E	35	6341	00	105 0 99 000
17520	LABATT FOOD SERVICE	397.56	240	E	35	6342	00	105 0 99 000
17520	LABATT FOOD SERVICE	2,045.04	240	E	35	6341	00	105 0 99 000
17520	LABATT FOOD SERVICE	238.43	240	E	35	6342	00	105 0 99 000
17520	LABATT FOOD SERVICE	194.14	240	E	35	6341	00	105 0 99 000
17520	LABATT FOOD SERVICE	3,145.07	240	E	35	6341	00	107 0 99 000
17520	LABATT FOOD SERVICE	549.51	240	E	35	6342	00	107 0 99 000
17520	LABATT FOOD SERVICE	3,012.75	240	E	35	6341	00	107 0 99 000
17520	LABATT FOOD SERVICE	827.29	240	E	35	6342	00	107 0 99 000
17520	LABATT FOOD SERVICE	330.84	240	E	35	6341	00	107 0 99 000
17520	LABATT FOOD SERVICE	4,682.60	240	E	35	6341	00	107 0 99 000
17520	LABATT FOOD SERVICE	366.76	240	E	35	6342	00	107 0 99 000
17520	LABATT FOOD SERVICE	183.69	240	E	35	6341	00	107 0 99 000
17520	LABATT FOOD SERVICE	2,378.98	240	E	35	6341	00	107 0 99 000
17520	LABATT FOOD SERVICE	489.21	240	E	35	6342	00	107 0 99 000
17520	LABATT FOOD SERVICE	37.40	240	E	35	6341	00	107 0 99 000
17520	LABATT FOOD SERVICE	388.28	240	E	35	6341	00	107 0 99 000
17520	LABATT FOOD SERVICE	82.78	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	304.77	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	38.35	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	253.14	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	129.14	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	217.76	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	90.78	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	72.94	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	18.71	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	82.56	240	E	35	6342	01	999 0 99 000
17520	LABATT FOOD SERVICE	251.93	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	43.35	240	E	35	6342	01	999 0 99 000
17520	LABATT FOOD SERVICE	252.91	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	82.56	240	E	35	6342	01	999 0 99 000
17520	LABATT FOOD SERVICE	85.61	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	39.43	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	6.15	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	14.85	240	E	35	6342	01	999 0 99 000
17520	LABATT FOOD SERVICE	12.43	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	166.50	240	E	35	6342	01	999 0 99 000
17520	LABATT FOOD SERVICE	16.33	240	E	35	6341	01	999 0 99 000
17520	LABATT FOOD SERVICE	17.30	240	E	35	6342	01	999 0 99 000
17520	LABATT FOOD SERVICE	253.14	240	E	35	6341	01	999 0 99 000

134,410.93 Totals for 17520

134,410.93 Totals for checks

**DEC (LOCAL)**

**Presented for:**

Board Action   X                        Report/Review Only \_\_\_\_\_

**Supporting documents:**

None \_\_\_\_\_                      Attached   X                        Provided Later \_\_\_\_\_

**Contact Person:**

Michelle Ailara, Deputy Superintendent

**Background Information:**

Attached, please find a copy of Red Oak ISD DEC (Local) policy. During our 2021 Board meeting, we updated our policy to meet legal requirements and provided additional support to staff with the increase in local leave days and additional incentives to staff for loyalty and attendance beginning with the 2022 – 2023 school year. In June 2022, we again updated our policy with enhancing our retirement compensation. Now that we have implemented and completed the school year for 2022- 2023, the 2021 – 2022 policy and procedures are now obsolete so we are requesting that the board remove the verbiage no longer in place due to the updated policies.

**Administrative Recommendation:**

The administration recommends that the Board adopt DEC (LOCAL) policy updates as presented.

### PROPOSED REVISIONS

**Leave  
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness  
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

---

**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

---

**Availability**

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

**State Leave Proration**

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used.

**Nondiscretionary Use**

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

**Discretionary Use**

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

*Request for  
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays or ten total workdays in a school year.

**Local Leave**

In the 2021–22 school year, each employee shall earn two paid local leave days per school year in accordance with administrative regulations.

Beginning with the 2022–23 school year, each employee shall earn five paid leave days per school year in accordance with administrative regulations.

Local leave shall accumulate to a maximum of 45 leave days.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

---

**Note:** ~~The following provisions shall apply in the 2021–22 school year.~~

---

**Leave Pools**

~~Sick Leave Pool~~

~~An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave or state personal leave for use by the eligible employee.~~

~~Bereavement Leave  
Pool~~

~~An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers the loss of a spouse; son, daughter, stepson, or stepdaughter; or parent, stepparent, or parent-in-law may request the establishment of a bereavement leave pool, to which District employees may donate local leave or state personal leave for use by the eligible employee.~~

~~Immediate Family  
Member Pool~~

~~An employee who has exhausted all paid leave as well as any applicable compensatory time may request the donation of local leave or state personal leave from an immediate family member who is also an employee of the District if the requesting employee:~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

- ~~1. Requires leave due to the birth, adoption, or placement of a child within the first year of the child's birth, adoption, or foster placement; or~~
- ~~2. Is absent due to the catastrophic illness or injury of a member of the employee's immediate family.~~

**All Pools**

~~The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the pool.~~

~~The Superintendent shall develop regulations for the implementation of the pool that address the following:~~

- ~~1. Procedures to request the establishment of a pool;~~
- ~~2. The maximum number of days an employee may donate to a pool;~~
- ~~3. The maximum number of days per school year an eligible employee may receive from a pool; and~~
- ~~4. The return of unused days to donors.~~

**Appeal**

~~An employee may appeal a decision regarding the establishment or implementation of a District pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.~~

---

**Note:** ~~Beginning with the 2022-23 school year, the District shall discontinue bereavement leave pools and immediate family member pools and shall continue to allow the creation of sick leave pools in accordance with the following provisions.~~

---

**Sick Leave Pool**

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave or state personal leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

---

~~**Note:** The following provisions shall apply regardless of school year.~~

---

**Peace Officers**

Mental Health  
Leave

A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requestor;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

**Family and Medical Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

---

**Note:** See DECA(LEGAL) for provisions addressing FMLA.

---

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

**Temporary Disability Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

**Workers'  
Compensation**

---

**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

---

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave  
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

**Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

---

~~**Note:** The following provisions shall apply in the 2021-22 school year.~~

---

~~**Payment for  
Accumulated Leave  
Upon Retirement**~~

~~An employee who retires from the District shall be eligible for payment for accumulated local leave under the following conditions:~~

- ~~1. The employee is retiring under the Teacher Retirement System of Texas (TRS).~~
- ~~2. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.~~
- ~~3. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 90 days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.~~

~~The employee shall receive payment for each day of accumulated local leave, to a maximum of \$1,500, at a rate of \$40 for each of the first 30 days of unused local leave and \$20 for each day of unused local leave beyond 30 days.~~

~~If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee, and any remaining local leave shall be forfeited.~~

~~The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.~~

---

~~**Note:** The following provisions shall apply beginning with the 2022-23 school year.~~

---

**Payment for  
Accumulated Leave  
Upon Retirement**

An employee who retires from the District shall be eligible for payment for accumulated state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee retires at the end of the school year.
3. The employee provides advance written notice of intent to retire 60 days before the last day of instruction.
4. The employee has at least ten years of continuous service with the District immediately prior to retirement.
5. The employee has maintained a 95 percent attendance rate for each of the three years preceding retirement.

The employee shall receive payment for each day of accumulated state and local leave, to a maximum of 40 days, at half of the employee's daily rate of pay in the final year of service. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

---

~~**Note:** The following provisions shall apply regardless of school year.~~

---

**Neutral Absence  
Control**

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

Budget Amendments 2022-2023

**Presented for:**

Board Action   X   Report/Review Only \_\_\_\_\_

**Supporting documents:**

None \_\_\_\_\_ Attached   X   Provided Later \_\_\_\_\_

**Contact Person:**

Teresa Simpson, CPA, Director of Accounting

**Background Information:**

The legal basis for budget development in Texas school districts is established in Sections 44.002 through 44.006 of the Texas Education Code. The Texas Education Code requires Board approval of the budget for the General Operating, Debt Service, and Food Service Funds. Board Policy CE (Local) provides that the Board shall amend the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources. The attached amendments insure compliance with state and local requirements.

There were 3 items of note regarding this year’s budget amendment. 1) \$106,861 was moved into Function 36 to cover extracurricular transportation costs, 2) \$100,000 was moved to Function 53 to cover additional technology requirements, and 3) \$100,000 was transferred into Function 71 to meet new reporting requirements for IT subscriptions per the Governmental Accounting Standards Board Standard 96.

The attached amendment insures compliance with state and local requirements.

**Reallocated Operating Budget (General Fund 199) (No impact to net budget)**

<b><u>Description</u></b>	<b><u>Function</u></b>	<b><u>Amount</u></b>
	11 – Instruction	\$ (234,408)
	12 – Instructional Resources and Media Services	(200,000)
	13 – Curriculum and Instructional Staff Develop.	(2,611)
	21 – Instructional Leadership	85,329
	23 – School Leadership	167
	34 – Student Transportation	(50,000)
	36 – Cocurricular/Extracurricular	106,861
	41 – General Administration	66,437
	51 – Plant Maintenance and Operations	(46,775)
	53 – Data Processing Services	100,000
	61 – Community Services	75,000
	71 – Debt Service	<u>100,000</u>
	Net Changes to Expenditures	\$ 0

**Fiscal Implications:**

There are no net fiscal implications.

**Considerations:**

General Fund amendments are primarily transfers between functions due to account code changes and department requirements.

**Recommendation:**

The Administration recommends that the Board approve the amendments to the 2022-2023 budgets as presented.

**Red Oak Independent School District  
General Operating Budget  
Amended Budget as of 6/19/23**

	Operating Revised Budget May	Amendments Increase/ (Decrease)	Proposed Amended Budget June
<b>Revenues:</b>			
Local, Intermediate, Other	\$ 2,083,448		\$ 2,083,448
Local, Property Taxes	29,395,770		29,395,770
State Program Revenues	36,186,390		36,186,390
Federal Program Revenues	1,150,000		1,150,000
Total Revenues	\$ 68,815,608		\$ 68,815,608
<b>Expenditures</b>			
Instruction	\$ 35,050,491	\$ (234,408)	\$ 34,816,083
Instructional Resources and Media Services	1,031,672	(200,000)	831,672
Curriculum and Instructional Staff Development	1,918,616	(2,611)	1,916,005
Instructional Leadership	807,563	85,329	892,892
School Leadership	4,055,676	167	4,055,843
Guidance, Counseling and Evaluation Services	2,888,265		2,888,265
Social Work Services	175,548		175,548
Health Services	902,216		902,216
Student Transportation	3,252,580	(50,000)	3,202,580
Cocurricular/Extracurricular Activities	2,510,435	106,861	2,617,296
General Administration	3,019,818	66,437	3,086,255
Plant Maintenance and Operations	7,495,651	(46,775)	7,448,876
Security and Monitoring Services	1,387,310		1,387,310
Data Processing Services	1,699,783	100,000	1,799,783
Community Services	1,722,163	75,000	1,797,163
Debt Service	450,500	100,000	550,500
Facilities Acquisition and Construction	52,321		52,321
Payments to Fiscal Agent	45,000		45,000
Other Intergovernmental Charges	350,000		350,000
Total Expenditures	\$ 68,815,608	\$ -	\$ 68,815,608
<b>Other Sources (Uses)</b>			
Other Sources	-		-
Excess (Deficiency) of Revenues Over Expenditures	\$ -	\$ -	\$ -



APPLICATION FOR STUDENT/ATHLETIC ACCIDENT INSURANCE GRADES PK-12



Send completed form to:  
The Brokerage Store  
4091 De Zavala Road, Suite 3 • San Antonio, TX 78249

**2 YEAR RATE  
GUARANTEE**



**SCHOOL/DISTRICT INFORMATION**

School/District Red Oak ISD DIST. CLASS. \_\_\_\_\_  
Address P.O. Box 9000  
City Red Oak County \_\_\_\_\_ State TX Zip 75154

**DATE INFORMATION** Effective Date 07/01/2023 Termination Date 06/30/2024  
\_\_\_\_\_ 1st Day of School \_\_\_\_\_ Last Day of School \_\_\_\_\_ 1st Day of Football Practice \_\_\_\_\_

SCHOOLS THAT PROVIDE COVERAGE ON A GROUP BASIS		
	A: GROUP COVERAGES	PREMIUMS
<input checked="" type="checkbox"/>	1. Group UIL Coverage: Plan ( <u>Texas Value</u> )	\$ <u>45,000</u>
<input type="checkbox"/>	2. All School Coverage: Plan ( _____ ) (Includes UIL Activities) Enrollment grades PK- 12 ( _____ ) @ \$ _____ = \$ _____	
	<b>TOTAL PREMIUM</b>	= \$ <u>45,000</u>

SCHOOLS THAT OFFER COVERAGE ON A VOLUNTARY BASIS		
	B: VOLUNTARY COVERAGES: (See Brochure)	ENROLLMENT FORMS NEEDED
<input type="checkbox"/>	1. Voluntary Sports/UIL Activities Coverage: Plan ( <u>Basic</u> ) Estimated number of Interscholastic UIL Participants 7-12 _____ ( _____ )	
<input type="checkbox"/>	2. Voluntary Student Coverage: Plan ( <u>Basic</u> ) Estimated Total Enrollment in grades PK-12 (No Sports) _____ ( _____ )	

It is agreed and understood that: (**applies only to voluntary coverages**)

- The school will offer coverage to all students in the school system.
- Voluntary Sports and UIL Activities Coverage are available only if the school installs the Voluntary or Group Student Coverage.
- A School Official will complete the School's section of each claim form for school related injuries.
- Only one student accident plan will be offered by the district.**

**WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison**

Applied for by:

\_\_\_\_\_  
Print Name of School Official Phone Number E-mail Address  
\_\_\_\_\_  
Signature of School Official Title Date  
Agent Signature: \_\_\_\_\_ Telephone# \_\_\_\_\_

Administered by:

Stillwater, Minnesota



ZURICH®

# 2023 Enrollment Form for Catastrophic Coverage

Underwritten by Zurich

The Brokerage Store, Inc., 4091 De Zavala Rd., #3 \* San Antonio, TX 78249

## Participant Information:

Name of Participating School or District: Red Oak ISD

Address: P.O. Box 9000 City: Red Oak State: TX ZIP: 75154

Number of Schools Junior High: 1 Senior High: 1

Estimated Number of Students Grades K-8: \_\_\_\_\_ Grades 9-12: \_\_\_\_\_

Eligible Classes Junior High:  Yes  No Senior High:  Yes  No

Class I: All enrolled Students of the School or School District, including all sports and activities (includes student coaches, student trainers and student managers). Football:  Yes  No

Class II: All enrolled Students of the School or School District, while participating in gym classes and extracurricular school activities, including intramural and interscholastic sports, such as football, band members, cheerleaders, majorettes, student coaches, student trainers and student managers. Coverage also includes supervised travel to and from such games and practice sessions. Football:  Yes  No

## Benefits:

Accident Medical Expense (AME) Benefit Amount - Excess Coverage \$10,000,000

Accidental Death & Dismemberment (AD&D) (\$10,000 Death, \$20,000 Dismemberment)

Catastrophic Cash Benefit (Maximum Benefit Amount \$500,000)

Rates: See 3DJH

Premium: Total Premium: \$ 1,560

## Requested Effective Date:

The Effective Date will be the requested dates assuming We have accepted the risk and received the attached enrollment form. If the acceptance of the enrollment form or the enrollment form is not received prior to the requested effective date, the Effective Date will be the date We accept the Enrollment Form. The Expiration Date of the policy will be one (1) year from the Effective Date.

07 / 01 / 2023  
Month Day Year

## Approval for Enrollment:

The authorized signer of this application represents to the best of his or her knowledge and belief that the statements set forth herein are true and include all material information. Signing of this application does not bind Zurich to offer nor the authorized signer to accept insurance, but it is agreed this questionnaire and any attachments thereto shall be the basis of the insurance.

Officer's Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title (print): \_\_\_\_\_ Date: \_\_\_\_\_

## General Statement:

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

2022-2023 Board Recommendation: Food, Catering & Related

**Presented for:**

Board Action     X     Report/Review Only                     

**Supporting documents:**

None                      Attached     X     Provided Later                     

**Contact Person:**

Julie Phillips, Director of Purchasing

**Background Information:**

Texas Education Code 44.031(a) states that contracts valued at \$50,000 or more in the aggregate for each 12-month period are to be made by the method that provides the best value to the district.

A Request for Proposal (RFP 2022-11-01) for ROISD-Food, Catering & Related was properly posted and released with an extended due date. The following responses were received for the month of May, 2023.

**Responses were received from the following vendors:**

CiCi's Pizza (Waxahachie)

**Fiscal Implications:**

The Business Office has identified Catering/Food purchases as an area where a formal competitive BID/RFP process is required by state law. The expected annual purchases for the District will meet or exceed the \$50,000 threshold stated. Proposals were reviewed and evaluated from all responding vendors. The committee has recommended awarding all responding vendors to best meet the needs of the District.

**Administrative Recommendation:**

A committee of 3 reviewed and evaluated the proposal. Administration recommends approving the following vendors for Food, Catering and Related:

CiCi's Pizza

## SUMMARY EVALUATION FORM

**PROJECT:  
FOOD, CATERING  
& RELATED  
SERVICES**

**RFP # 2022-11-01**

	MAX POINTS	VENDOR
		<b>CiCi's Pizza (Waxahachie)</b>
<b>PARAMETERS:</b>		
PURCHASE PRICE	20	20
REPUTATION OF VENDOR AND OF THE VENDOR'S GOODS AND SERVICES	20	19.66
QUALITY OF VENDOR'S GOODS AND SERVICES	20	19
THE EXTENT TO WHICH THE GOODS AND SERVICES MEET THE DISTRICT'S NEEDS	20	20
VENDOR'S PAST RELATIONSHIP WITH THE DISTRICT	5	5
THE IMPACT ON THE ABILITY OF THE DISTRICT TO COMPLY WITH LAWS AND RULES RELATING TO HISTORICALLY UNDERUTILIZED BUSINESSES	1	1
THE TOTAL LONG-TERM COST TO THE DISTRICT TO ACQUIRE THE VENDOR'S GOODS OR SERVICES	4	2.67
WHETHER VENDOR OR VENDOR'S ULTIMATE PARENT COMPANY: A. HAS IT'S PRINCIPAL PLACE OF BUSINESS IN TEXAS B. EMPLOYS AT LEAST 500 PERSONS IN TEXAS *	0	0
OTHER RELEVANT FACTORS SPECIFICALLY LISTED IN THE REQUEST FOR BIDS OR PROPOSALS A. MET SPECIFICATIONS IN ENTIRETY B. ABILITY TO MEET DELIVERY/INSTALLATION DATE REQUIRED	10	10
	100	97.33

o be used for the purchase of telecommunications, information services, building construction, maintenance,  
 \*\*This requirement is not to be used for the purchase of federally funded supplies, materials or services.

TSTC Interlocal Cooperation Contract for Services

**Presented for:**

Board Action   X   Report/Review Only                     

**Supporting documents:**

None                      Attached   X   Provided Later                     

**Contact Person:**

Kevin Freels, Asst. Supt. for District Operations

**Background Information:**

The Interlocal Cooperation Contract with TSTC expires in June 2023. The 23-24 agreement has NO changes from the 2022-2023 agreement other than the date of execution.

**Fiscal Implications:**

The monthly payment covers the cost associated with the operations of TSTC that is provided by ROISD.

**Administrative Recommendation:**

Administration recommends the Board approve the Interlocal Cooperation Contract for the 2023-2024 school year and grant the Superintendent and/or designee authority to complete negotiations and sign appropriate documents.

## **INTERLOCAL COOPERATION CONTRACT**

This Interlocal Cooperation Contract (“Contract”) is entered into effective July 1, 2023, (Effective Date”), by and between the Contracting Parties, pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act*, Chapter 791, *Texas Government Code*.

### **1. CONTRACTING PARTIES:**

Receiving Party: Texas State Technical College, an institution of higher education and an agency of the State of Texas

Providing Party: Red Oak Independent School District, a local government of the State of Texas

### **2. PURPOSE:**

The purpose of this Contract is for Receiving Party to obtain services of Providing Party to provide utilities and services to TSTC (North Texas) for the Industrial Technology Center (ITC).

- Utilities – electricity, natural gas, water, sewer, garbage
- Services –

### **3. STATEMENT OF SERVICES TO BE PERFORMED:**

Providing Party will perform the following services (“services”):

- a) Provide electricity, natural gas, water, sewage and garbage utilities and services, hereinafter referred to as “Utilities”

### **4. WARRANTIES:**

Receiving Party warrants that (1) it has authority to contract for the services under authority granted in Chapter 135, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (2) the contract has been approved by the governing body of the Receiving Party, and it has all necessary power and has received all necessary approvals to execute and deliver this contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Providing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 135, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (2) the contract has been approved by the governing body of the Providing Party, and it has all necessary power and has received all necessary approvals to execute and deliver this contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**5. BASIS FOR CALCULATING REIMBURSABLE COSTS:**

ITC Building

Utilities - \$85,000 per 12 months

Total - \$85,000 per 12 months

TSTC Expenditures per month - \$7,083.33 for contract period of 24 months

**6. CONTRACT AMOUNT:**

The total amount of this Contract shall not exceed One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00). However, if utilities cost more than the amount budgeted the amount paid will be actual utility cost incurred.

**7. PAYMENT FOR SERVICES:**

Providing Party will invoice Receiving Party for services monthly.

Invoices should be sent to:

Texas State Technical College  
3801 Campus Drive  
Waco, Texas 76705  
Attn: Accounts Payable

In accordance with *Texas Prompt Payment Act*, Chapter 2251, *Texas Government Code*, Receiving Party shall reimburse Providing Party for services performed. Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

**8. TERM OF CONTRACT:**

This Contract will begin on **July 1, 2023** the Effective Date and will expire on **June 30, 2025**.

**9. TERMINATION**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other Party shall promptly notify the party believed to be in default, and such Party shall have 10 business days to cure such material failure. In the event the material failure is not cured within 10 business days, the other Party may terminate this Contract upon 60 days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating Party. The termination will not be effective if the material failure is fully cured prior to the end of the 60-day period.

## 10. NOTICES:

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as below or such other persons or address as may be given in writing by either Party to the other in accordance with the Section:

**If to Receiving Party:** Texas State Technical College  
119 North Lowrance Road  
Red Oak, Texas 75154  
Attn: Provost, Marcus Balch

**If to Providing Party:** Red Oak Independent School District  
109 W. Red Oak Rd  
Red Oak, Texas 75154  
Attn: Superintendent, Brenda Sanford  
Assistant Superintendent, Kevin Freels

## 11. OTHER PROVISIONS:

- a) **Entire Contract; Modifications.** This Contract supersedes all prior agreements, written or oral, between Receiving Party and Providing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing signed by Receiving Party and Providing Party.
- b) **Assignment.** This Contract is not transferable or assignable except upon written approval by Receiving Party and Providing Party.
- c) **Severability.** If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
- d) **Public Records.** It shall be the independent responsibility of Receiving Party and Providing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Providing Party. Likewise, Providing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.
- e) **Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas


State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

- f) **Alternative Dispute Resolution.** If disputes arise under the Contract, the contracting parties agree to use the alternative dispute resolution procedures authorized under *Governmental Dispute Resolution Act, Chapter 2009, Texas Government Code.*

Duly authorized representatives of the Contracting Parties have executed and delivered this Contract to be effective as of the Effective Date.

**RECEIVING PARTY**

Texas State Technical College

By:  \_\_\_\_\_  
MARCUS BALCH (May 22, 2023 16:04 CDT)

Provost

Date: May 22, 2023

**PROVIDING PARTY**


Red Oak Independent School District

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

Superintendent or Designee

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

Texas State Technical College

By:  \_\_\_\_\_  
Kevin Semien (May 23, 2023 11:09 CDT)

Print Name:

Title:

Date: May 23, 2023



**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“*Lease*”) is entered into effective as of the August 1, 2023 (“*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 Chancellor and Chief Financial Officer

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.

**(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**.

<b>(f) Rent:</b>	(1) <u>Rent Period</u>	<u>Monthly Rent</u>
	From August 1, 2023	\$850.00
	Until July 31, 2024	

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, 2023, 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, 2024.

**(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, 2023, (“*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: \_\_\_\_\_

Rick Herrera  
Senior Vice Chancellor &  
Chief Campus Expansion Officer

Date:

**Tenant**

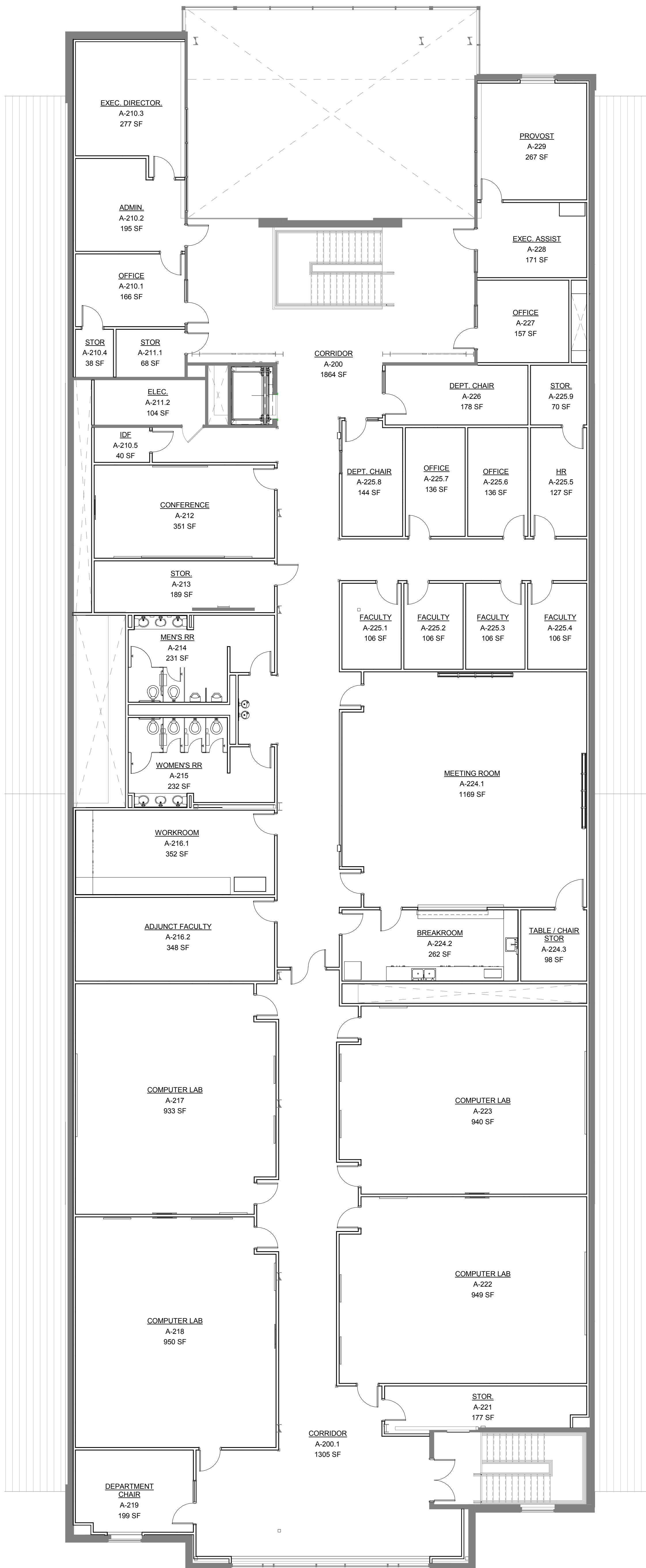
Red Oak Independent School District

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

Kevin Freels  
Assistant Superintendent

Date:







ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX SCHOOL BUILDING BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE THE SALE OF THE BONDS AND DOCUMENTS RELATED THERETO; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS :  
COUNTY OF ELLIS :  
RED OAK INDEPENDENT SCHOOL DISTRICT :

WHEREAS, Red Oak Independent School District (the “Issuer”) is an “Issuer” under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or in a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, the Board of Trustees of said Issuer deems it necessary and advisable to authorize, issue and deliver an installment of bonds voted on May 6, 2023 (the “Bond Election”) (\$97,500,000 voted and \$0 previously issued; and

WHEREAS, the Bonds hereinafter authorized are part of an authorization of bonds which were lawfully and favorably voted at the Bond Election; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapter 1371, Texas Government Code, as amended, Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and other applicable laws; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the Issuer are hereby authorized to be issued and delivered, in one or more series, in the maximum aggregate principal amount hereinafter set forth for the public purpose of constructing, acquiring and equipping a new middle school, and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Order shall be designated (unless otherwise provided in the Pricing Certificate): “RED OAK INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BOND, SERIES 2023,” and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described herein), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the “Registered Owner”). The

Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Bonds” means and includes collectively any Capital Appreciation Bonds and Current Interest Bonds initially issued and delivered pursuant to this Order and all substitute Capital Appreciation Bonds and Current Interest Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term “Bond” shall mean any of the Bonds.

“Capital Appreciation Bonds” shall mean any Bonds, on which no interest is paid prior to maturity, maturing in the years and in the maturity amounts set forth in the Pricing Certificate.

“Compounded Amount” shall mean, with respect to a Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, and plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with Section 3(d) hereof.

“Current Interest Bonds” shall mean any Bonds, on which interest is paid semiannually, maturing in each of the years and in the principal amounts set forth in the Pricing Certificate.

“Issuance Date” shall mean the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Chapter 1371, Texas Government Code, as amended, the Superintendent and/or the Chief Financial Officer of the Issuer (each a “Pricing Officer”) are hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds in one or more series, carrying out the other procedures specified in this Order, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years or the amounts due at maturity, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt or taxable basis, whether the Bonds of any series shall be designated as “qualified tax-exempt obligations” as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and all other matters relating to the issuance, sale, and delivery of the Bonds and obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds of all series issued hereunder shall not exceed \$97,500,000;
- (ii) the maximum true interest cost for any series of the Bonds shall not exceed 5.50%; and
- (iii) no Bond shall mature after August 15, 2055.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) of this Section 3, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within twelve (12) months after the date of adoption of this Order. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the Pricing Certificate.

(d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per \$5,000 payment at maturity amount), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.

(e) If the Pricing Officer determines that the Bonds should be sold by a negotiated sale, the Pricing Officer shall designate the senior managing underwriter for the Bonds and such additional investment banking firms as deemed appropriate to assure that the Bonds are sold on the most advantageous terms to the Issuer. The Pricing Officer, acting for and on behalf of the Issuer, is authorized to enter into and carry out the terms of a bond purchase contract for the Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Pricing Officer subject to the parameters set forth in this Order. Any such bond purchase contract shall be substantially in a form and substance acceptable to the Pricing Officer. The Pricing Officer shall cause to be prepared an official statement in such manner as the Pricing Officer deems appropriate.

(f) If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

(g) The selection and appointment of the paying agent/registrars for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(h) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board of Trustees of the Issuer hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

#### Section 4. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion, and exchange of the Bonds (the "Registration Books"), and the Paying Agent/Registrar shall keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar

may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three (3) business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed, and authenticated, (vii) shall have principal and interest payable, and (viii) shall be administered by the Paying Agent/Registrar, and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond

issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than fifty (50) days written notice to the Paying Agent/Registrar, to be effective not later than forty-five (45) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations, or certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books,

shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository: Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(h) Notice of Redemption. (i) In addition to the notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of the Bonds by first-class mail, postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption given by the Paying Agent/Registrar, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publications and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed, including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Registered Owners shall include a CUSIP number relating to each amount paid to such Registered Owner.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such

appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bonds:

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO R-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF ELLIS RED OAK INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BOND SERIES 2023	PRINCIPAL AMOUNT \$ _____
-------	---	---------------------------------

<u>INTEREST RATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
----------------------	----------------------	----------------------	------------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of \_\_\_\_\_, \_\_\_\_\_, Texas, which is the “Paying Agent/Registrar” for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the “Bond Order”) to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the \_\_\_ business day of the month next preceding each such date (the “Record Date”) on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the

Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]  
 NO CR- UNITED STATES OF AMERICA MATURITY  
 STATE OF TEXAS AMOUNT  
 COUNTY OF ELLIS \$ \_\_\_\_\_  
 RED OAK INDEPENDENT SCHOOL DISTRICT  
 UNLIMITED TAX SCHOOL BUILDING BOND  
 SERIES 2023

INTEREST RATE      ISSUANCE DATE      MATURITY DATE      CUSIP NO.

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE specified above, Red Oak Independent School District, in Ellis County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount in the amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office of \_\_\_\_\_, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and

Sinking Fund” created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due.

[FORM OF REMAINDER OF EACH BOND]

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

THIS BOND is one of a series of Bonds dated as of \_\_\_\_\_, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_, FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING AND EQUIPPING A NEW MIDDLE SCHOOL AND TO PAY THE COSTS INCURRED IN CONNECTION WITH THE ISSUANCE OF THE BONDS and comprised of (i) Bonds in the aggregate original principal amount of \$\_\_\_\_\_ that pay interest only at maturity (the “Capital Appreciation Bonds”) and (ii) Bonds in the aggregate original principal amount of \$\_\_\_\_\_ that pay interest semiannually until maturity (the “Current Interest Bonds”).

ON \_\_\_\_\_, or on any date thereafter, the Current Interest Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Current Interest Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Current Interest Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CURRENT INTEREST BONDS scheduled to mature on \_\_\_\_\_ in the years \_\_\_\_ and \_\_\_\_ (the “Term Current Interest Bonds”) are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on \_\_\_\_\_ in the years and in the respective principal amounts, set forth in the following schedule:

	Term Current Interest Bond Maturity: _____	
YEAR		PRINCIPAL AMOUNT(\$)
(maturity)		

	Term Current Interest Bond Maturity: _____	
YEAR		PRINCIPAL AMOUNT(\$)
(maturity)		

The principal amount of Term Current Interest Bonds of a stated maturity required to be redeemed on any

mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Current Interest Bonds of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Current Interest Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Current Interest Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST thirty (30) days prior to the date fixed for any redemption of Current Interest Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Current Interest Bond to be redeemed at its address as it appeared at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Current Interest Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Current Interest Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Current Interest Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Current Interest Bond shall be redeemed a substitute Current Interest Bond or Current Interest Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five (5) days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of any integral multiple of \$5,000, and with respect to Capital Appreciation Bonds, in the denomination of \$5,000 payment at maturity amounts or any integral multiple thereof. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the

Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

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

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without legal limit as to rate or amount.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the Issuer.

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

\_\_\_\_\_  
(signature)  
Secretary, Board of Trustees

\_\_\_\_\_  
(signature)  
President, Board of Trustees

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

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

Dated

\_\_\_\_\_  
Paying Agent/Registrar

\_\_\_\_\_  
Authorized Representative

FORM OF ASSIGNMENT:  
ASSIGNMENT

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

\_\_\_\_\_  
\_\_\_\_\_

Please insert Social Security or Taxpayer  
Identification Number of Transferee

\_\_\_\_\_

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

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

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

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this

association recognized signature guarantee program.

Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this

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

(COMPTROLLER'S SEAL)

(b) Insertions for the Initial Current Interest Bond:

The initial Current Interest Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. \_\_\_\_" shall be deleted.

(ii) the first paragraph shall be deleted and the following will be inserted:

"RED OAK INDEPENDENT SCHOOL DISTRICT, being a political subdivision located in Ellis County, Texas (the "Issuer"), hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the dates, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity</u>	<u>Principal</u>	<u>Interest</u>
<u>Dates( )</u>	<u>Amounts(\$)</u>	<u>Rates(%)</u>

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_ at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, and on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the date of payment of the principal amount specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication

hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

(iii) The initial Current Interest Bond shall be numbered “TR-1.”

(c) Insertions for the initial Capital Appreciation Bond:

The initial Capital Appreciation Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(i) immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As shown below” and “CUSIP NO. \_\_\_\_\_” shall be deleted.

(ii) the first paragraph shall be deleted and the following will be inserted:

“RED OAK INDEPENDENT SCHOOL DISTRICT, being a political subdivision located in Ellis County, Texas (the “Issuer”), hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the “registered owner”) the Maturity Amount on the dates and in the amounts set forth in the following schedule:

Maturity Dates( )	Principal Amounts (\$)	Maturity Amounts(\$)	Interest Rates(%)
-------------------	---------------------------	-------------------------	----------------------

(Information for the Capital Appreciation Bonds from the Pricing Certificate to be inserted)

The amount shown above as the Maturity Amount represents the principal amount hereof and accrued and compounded interest hereon. Interest shall accrete on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_. For convenience of reference, a table appears with this Bond showing the “Compounded Amount” of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table.”

(iii) The initial Capital Appreciation Bond shall be numbered “TCAB-1.”

Section 6. TAX LEVY. (a) A special Interest and Sinking Fund (the “Interest and Sinking Fund”) is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received from the initial purchasers of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the

payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a “Defeased Bond”) within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the “Future Escrow Agreement”) for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in (a)(i) or (ii) of this Section 7 shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in (a)(i) or (ii) of this Section 7. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds. The Pricing Officer may restrict such eligible securities and obligations as deemed appropriate.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

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

Section 8. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.** (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS, AND CONTINGENT INSURANCE PROVISION OR PERMANENT SCHOOL FUND GUARANTEE PROVISION, IF OBTAINED. The President and/or Vice President of the Board of Trustees of the Issuer and the Pricing Officer are hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained or if the Bonds are guaranteed by the Texas Permanent School Fund, the Bonds may bear an appropriate legend as provided by the insurer or the Texas Education Agency, respectively.

Section 10. FEDERAL TAX COVENANTS. (a) General Tax Covenants Regarding Tax Exemption of Interest on the Bonds. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

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

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

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

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

(vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property

(as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(1) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,

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

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

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

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

(ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

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

(b) Interest Earnings on Bond Proceeds. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued, as set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 10(a) hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(c) Disposition of Project. The Issuer covenants that the property constituting the projects financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

#### Section 11. SALE OF BONDS; OFFICIAL STATEMENT.

(a) The Bonds shall be sold and delivered subject to the provisions of Sections 1 and 3 and pursuant to the terms and provisions of the winning bid or a bond purchase contract or contracts (the "Purchase Contract") which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (the "Underwriters") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriters in the marketing of the Bonds.

#### Section 12. RESERVED.

Section 13. FURTHER PROCEDURES. (a) The President or Vice President and Secretary of the Board of Trustees of the Issuer, the Pricing Officer and all other officers, employees and agents of the

Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and, under the corporate seal, if necessary, and on behalf of the Issuer, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the DTC Blanket Letter of Representations, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriters. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

#### Section 14. COMPLIANCE WITH RULE 15c2-12.

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

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. (i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 11 of this Order, as described in the Pricing Certificate, and financial statements within twelve (12) months of the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within twelve (12) months after any such fiscal year end, then the Issuer shall file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(c) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by subsection (b). As used in clause (c)12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board of Trustees and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of clauses (c)15 and (c)16 above, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(d) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Order or applicable law that causes the Bonds no longer to be outstanding.

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

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

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

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

Section 15. FACILITIES ALLOTMENT FUNDS; STATE ASSISTANCE FUNDS. In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with one or more programs established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created pursuant to Section 6. Notwithstanding the requirements of Section 6,

if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 6 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment Program or the Program established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 48, as amended, Texas Education Code, in order to satisfy Section 45.0031 as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d) as amended, Texas Education Code, and the aforementioned Section 45.0031, concerning the deposit of these funds into the Interest and Sinking Fund.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be materially inconsistent with the provisions of this Order and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners (for purposes of this sentence only, 100% of the aggregate principal amount of Bonds which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be deemed to be owned by such bond insurance provider) of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount and Maturity Amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, or Maturity Amount payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal of, or interest, or redemption premium, if any, or Maturity Amount on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount and Maturity Amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 17. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 19. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. To the extent applicable, the Issuer covenants to timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal of and interest on the Bonds by the Texas Permanent School Fund. Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available. In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller of Public Accounts of the State of Texas is authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 20. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 21. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Current Interest Bonds or the Maturity Value of the Capital Appreciation Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

Section 22. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 23. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Order, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Board of Trustees.

-----

District Property and Casualty Quotes for Insurance Renewal 2023-2024

**Presented for:**

Board Action       X       Report/Review Only \_\_\_\_\_

**Supporting documents:**

None \_\_\_\_\_ Attached       X       Provided Later \_\_\_\_\_

**Contact Person:**

Julie Phillips, Director of Purchasing

**Background Information:**

The District reviews insurance coverage on an annual basis. Our broker, Frost Insurance, conducts market research for property and casualty coverage on behalf of the District to compare renewals with other options. For the 2023-2024 fiscal year, we have a proposal from TPS (Texas Political Subdivisions) for our property, auto, and liability coverages. According to the attached Premium Comparison and Summary of Insurance, coverage through TPS for property and liability will be in the best interest of the District for the 2023-2024 fiscal year.

**Fiscal Implications:**

➤ Policy Premium	
○ Liability Package – TPS	\$ 104,503
○ Commercial (property) TPS	\$ 985,474
○ Equipment Breakdown	\$ 0
○ Terrorism – Miller/Lloyds	<u>\$ 0</u>
	\$1,089,977

**Administrative Recommendation:**

It is recommended that the Board approve the renewal and purchase of the District Property and Casualty insurance through TPS.

Designed for: **Red Oak Independent School District**

Presented by:: **Frost Insurance Agency Inc  
Tim Killeen**

P.O. Box 9000  
Red Oak, TX 75154

111 W. Houston  
San Antonio, TX 78205

**SUMMARY OF INSURANCE**

COVERAGE	AMOUNT	COMPANY	POLICY #	EFF	EXP	PREMIUM	COMMENTS
▪ <b>Commercial Package (Casualty)</b>		TPS/Texas Political Subdivisions	TBD	7/1/23	7/1/24		
<b>General Liability</b>						<b>\$4,793</b>	
▪ General Aggregate Limit	\$1,000,000						Per Claim Deductible: \$1,000 Bodily
▪ Products-Completed Operations Aggregate	\$1,000,000						Injury & Property Damage Combined
▪ Personal & Advertising Injury Limit	\$1,000,000						Trampoline Exclusion
▪ Each Occurrence Limit	\$1,000,000						Limited Drone Coverage
▪ Damage to Rented Premises Limit	\$100,000						
▪ Medical Expenses	\$5,000						
▪ Employee Benefit Liability	Included						
<b>School Board Legal Liability</b>						<b>\$24,813</b>	<b>Claims Made Coverage</b>
▪ Annual Aggregate	\$1,000,000						Retroactive Date: 09/01/2017
▪ Per Claim	\$1,000,000						
▪ Per Claim Deductible	\$10,000						
<b>Law Enforcement</b>						<b>\$5,507</b>	
▪ Maximum Limit of Self-Insurance, Each Claimant	\$1,000,000						Deductible: \$2,500 each and every Claim
▪ Maximum Limit of Self-Insurance, Each Law Enforcement Occurrence	\$1,000,000						
▪ Maximum Aggregate Limit of Self-Insurance, all Claims for all covered Law Enforcement Occurrences	\$1,000,000						
<b>Automobile</b>							
▪ Liability	\$100,000					<b>\$60,846</b>	Liability - Symbol 1 "Any Auto" Deductible: \$5,000 Each Accident Out-of-State Coverage Extension
▪ Bodily Injury-Each Person/Each Accident	\$300,000						
▪ Property Damage - Each Accident	\$100,000						
▪ Physical Damage						<b>Incl</b>	\$2,500 deductible for Comp/Coll
<b>Garagekeepers</b>						<b>Incl</b>	
▪ Comprehensive	\$50,000						\$2,500 Deductible
▪ Collision	\$50,000						
<b>Crime</b>						<b>\$1,378</b>	
▪ Employee Dishonesty	\$100,000						\$1,000 Deductible -
▪ Forgery or Alteration	\$50,000						
▪ Theft, Disappearance, and Destruction	\$50,000						
▪ Computer Fraud	\$50,000						
<b>Cyber Liability Coverage*</b>	\$1,000,000	TPS – Chubb				<b>\$7,166</b>	

This insurance summary is furnished to you as a matter of information for your convenience. It only summarizes the listed policies and is not intended to reflect all the terms and conditions or exclusions of your policies. The information reflects coverage as of the effective date of your policies and may not include subsequent changes. For more detailed information, please consult your policies or contact our office at (210)220-6420.

Designed for: **Red Oak Independent School District**

Presented by:: **Frost Insurance Agency Inc  
Tim Killeen**

P.O. Box 9000  
Red Oak, TX 75154

111 W. Houston  
San Antonio, TX 78205

**SUMMARY OF INSURANCE**

COVERAGE	AMOUNT	COMPANY	POLICY #	EFF	EXP	PREMIUM	COMMENTS
<b>Crisis Management Coverage*</b>	\$2,250,000	TPS - Beazley				<b>Included</b>	
<b>Terrorism*</b>	\$1,000,000	TPS – Ironshore				<b>Included</b>	
<b>Commercial Property</b> TIV - \$280,893,444 (Expiring TIV 249,720,257)		Texas Political Subdivision	<b>TBD</b>	<b>7/1/2023</b>	<b>7/1/2024</b>	<b>\$985,474</b>	Includes Equipment and Terrorism RC except ACV roofs older than 20 years Deductibles: \$100,000 Per Occurrence 3% Wind/Hail per location subject to \$500,000 minimum any one occurrence \$150,000 Earth Movement \$150,000 Flood \$10,000 Equipment Breakdown \$10,000 Special Equipment
<b>Sublimits:</b> Newly Acquired Property \$10,000,000 Extra Expense \$5,000,000 Valuable Papers \$5,000,000 Property in Transit \$1,000,000 Accounts Receivable \$5,000,000 Demolition Cost Included Flood & Earth Movement \$10,000,000 Spoilage \$250,000 Outdoor Property \$1,000,000 Miscellaneous Unnamed Locations \$5,000,000							
<b>Special Equipment:</b> Electronic Data \$1,999,312 Contractor's Equipment \$454,735 Musical Band Instruments \$162,887 Misc Equipment \$325,393 Rented or Leased Equipment \$100,000							Deductible \$10,000 Per Occurrence Valuation ACV except Electronic Media RC

\*See Cyber, Crisis Management and Terrorism Highlight forms for detailed coverage descriptions

This insurance summary is furnished to you as a matter of information for your convenience. It only summarizes the listed policies and is not intended to reflect all the terms and conditions or exclusions of your policies. The information reflects coverage as of the effective date of your policies and may not include subsequent changes. For more detailed information, please consult your policies or contact our office at (210)220-6420.

## PREMIUM COMPARISON

Description of Coverage	Expiring Premium	Estimated Renewal Premium
Property	\$702,203	\$985,474
Crime	\$1,378	\$1,378
General Liability	\$4,737	\$4,793
Cyber Liability	\$3,478	\$7,166
School Board Legal Liability	\$24,757	\$24,813
Law Enforcement Liability	\$5,069	\$5,507
Commercial Automobile	\$54,925	\$60,846
<b>Total Estimated Premium:</b>	<b>\$796,547</b>	<b>\$1,089,977</b>

### Recommended Coverages/Services

Frost Insurance Online Service Center	No Charge
ZyWave Client Portal, HR Hotline & ZyWave Learning	No Charge

2023-2024 Fiscal Year Budget

**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:**

The 2023-2024 Budget Development Calendar was shared with the School Board in January. A budget update was presented to the Board on May 15, 2023. Since that time, the budget has continued to be refined and updated, primarily in the areas of updating the state funding projections, compensation plans and additional funding requests.

Texas Education Code Sections §44.002 - §44.006 and Texas Tax Code 26 establishes the legal requirements for the development and adoption of annual budgets for the General Operating Fund, Student Nutrition Fund and the Debt Service Fund. The budget also must be prepared according to generally accepted accounting principles.

These codes require that the District prepare a budget by a date set by the State Board of Education, June 20<sup>th</sup> for districts with a June 30<sup>th</sup> fiscal year end. The code further requires that a public meeting be held, which will be held on June 20, 2023 at 6:30 p.m. The School Board must adopt the prepared budget no later than June 30<sup>th</sup>. The officially adopted District budget must be filed with the Texas Education Agency (TEA) through the Public Education Information Management System (PEIMS) by the TEA prescribed date.

In accordance with Red Oak ISD Board Policy CCG (Legal) and Section 26.04 of the Texas Property Tax Code, the School Board must designate the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements as part of the 2019 Property Tax Reform and Transparency Act. The Board has previously designated the Chief Financial Officer as the authorized individual for this purpose. The Ellis County Tax Office has and will continue to assist in gathering the information and calculating the no-new-revenue and voter-approval tax rates.

**Fiscal Implications:**

The proposed budget addresses the 2023-2024 budget priorities and provides for the items necessary to fund the District’s instructional programs and operational costs for the 2023-2024 fiscal year. See the attached document and the Public Hearing presentation for additional information and details of all proposed budget components.

**Administrative Recommendation:**

Administration recommends the School Board approve and adopt the 2023-2024 fiscal year revenues and appropriations for the General Operating Fund, Student Nutrition Fund and Debt Service Fund as presented.

Administration also recommends the School Board designate the Chief Financial Officer as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.

**Red Oak ISD Proposed Budget  
Fiscal Year 2023-2024**

	<b>General Fund 2023-2024</b>	<b>Student Nutrition 2023-2024</b>	<b>Debt Service 2023-2024</b>	<b>Combined 2023-2024</b>
<b>Revenue</b>				
Local (Tax Levy)	\$ 34,217,729	\$ -	\$ 13,950,798	\$ 48,168,527
Local (Other)	2,126,559	872,572	175,000	3,174,131
State	31,463,018	15,000	400,000	31,878,018
State (Other)	3,845,406	45,000	-	3,890,406
Federal Grants	1,250,000	2,038,000	-	3,288,000
<b>Total</b>	<b>\$ 72,902,712</b>	<b>\$ 2,970,572</b>	<b>\$ 14,525,798</b>	<b>\$ 90,399,082</b>
<b>Expenses</b>				
11-Instruction	\$ 37,117,651	\$ -	\$ -	\$ 37,117,651
12-Instr. Media Services	920,129	-	-	920,129
13-Staff Development	2,182,763	-	-	2,182,763
21-Instr. Leadership	1,088,919	-	-	1,088,919
23-School Leadership	4,340,225	-	-	4,340,225
31-Guidance and Counseling	3,216,135	-	-	3,216,135
32-Social Services	226,142	-	-	226,142
33-Health Services	980,432	-	-	980,432
34-Student Transportation	3,497,449	-	-	3,497,449
35-Student Nutrition	-	3,970,572	-	3,970,572
36-Extra/Co Curricular	2,495,249	-	-	2,495,249
41-General Administration	2,982,675	-	-	2,982,675
51-Plant Maintenance	7,723,735	-	-	7,723,735
52-Security & Monitoring	1,592,541	-	-	1,592,541
53-Data Processing	1,748,753	-	-	1,748,753
61-Community Service	1,826,414	-	-	1,826,414
71-Debt Service	475,500	-	16,189,688	16,665,188
81-Facilities Acquisition/Const.	53,000	-	-	53,000
99-Other Governmental	435,000	-	-	435,000
<b>Total</b>	<b>\$ 72,902,712</b>	<b>\$ 3,970,572</b>	<b>\$ 16,189,688</b>	<b>\$ 93,062,972</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (1,000,000)</b>	<b>\$ (1,663,890)</b>	<b>\$ (2,663,890)</b>

**Red Oak ISD Summary Statement of General Fund  
Comparative for Budget Year 2023-2024**

	<b>Proposed Budget 2023-2024</b>	<b>Amended Budget 2022-2023</b>	<b>Variance</b>
<b>Revenue</b>			
Local Tax (M&O Tax Levy)	\$ 34,217,729	\$ 29,395,770	\$ 4,821,959
Local (Other)	2,126,559	2,083,448	43,111
State	31,463,018	32,660,320	(1,197,302)
TRS on Behalf	3,845,406	3,526,070	319,336
Federal Grants	1,250,000	1,150,000	100,000
<b>Total</b>	<b>\$ 72,902,712</b>	<b>\$ 68,815,608</b>	<b>\$ 4,087,104</b>
<b>Expenses</b>			
11-Instruction	\$ 37,117,651	\$ 35,043,557	\$ 2,074,094
12-Instr. Media Services	920,129	1,031,672	(111,543)
13-Staff Development	2,182,763	1,918,450	264,313
21-Instr. Leadership	1,088,919	807,892	281,027
23-School Leadership	4,340,225	4,056,151	284,074
31-Counseling	3,216,135	2,888,265	327,870
32-Social Services	226,142	175,548	50,594
33-Health Services	980,432	902,216	78,216
34-Student Transp.	3,497,449	3,252,580	244,869
36-Extra/Co Curricular	2,495,249	2,512,069	(16,820)
41-General Admin.	2,982,675	3,021,255	(38,580)
51-Plant Maint.	7,723,735	7,498,876	224,859
52-Security & Mon.	1,592,541	1,387,310	205,231
53-Data Processing	1,748,753	1,699,783	48,970
61-Community Serv.	1,826,414	1,722,163	104,251
71-Debt Service	475,500	450,500	25,000
81-Facilities Acquisition/Construct.	53,000	52,321	679
99-Other Governmental	435,000	395,000	40,000
<b>Total</b>	<b>\$ 72,902,712</b>	<b>\$ 68,815,608</b>	<b>\$ 4,087,104</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Notes: Per Texas Education Code §29.091, the General Fund budget includes \$3,170,607 for costs of additional accelerated instruction to each student in which the student failed to perform satisfactorily on an end-of course assessment instrument required for graduation.

Per Texas Local Government Code §140.0045, the 2023-2024 General Fund budget includes \$1,675 for notices required by law to be published in the newspaper. The projected amount of expenditures in 2022-2023 for these notices is \$3,410.

Per Texas Local Government Code §140.0045, the 2023-2024 General Fund budget includes \$5,000 for the portion of membership fees and dues of any nonprofit state association or organization that directly or indirectly influences or attempts to influence the outcome of legislation or administrative action. The projected amount of membership expenditures in the 2022-2023 budget for lobbying is \$4,693.

**Red Oak ISD Summary Statement of Student Nutrition Fund  
Comparative for Budget Year 2023-2024**

	<b>Proposed Budget 2023-2024</b>	<b>Amended Budget 2022-2023</b>	<b>Variance</b>
<b>Revenue</b>			
<b>Local</b>			
Interest	\$ 40,000	\$ 7,500	\$ 32,500
Miscellaneous Local	20,372	12,000	8,372
Food Service Revenue	725,000	774,000	(49,000)
Catering	87,200	92,200	(5,000)
<b>State</b>			
School Lunch Matching	15,000	15,000	-
TRS On-Behalf	45,000	90,000	(45,000)
<b>Federal</b>			
School Breakfast Program	310,000	310,000	-
School Lunch Program	1,608,000	1,730,000	(122,000)
Commodities	120,000	120,000	-
<b>Total</b>	<b>\$ 2,970,572</b>	<b>\$ 3,150,700</b>	<b>\$ (180,128)</b>
<b>Expenses</b>			
<b>Salaries &amp; Benefits</b>			
Salaries	\$ 1,351,781	\$ 1,207,769	\$ 144,012
Benefits	276,891	248,174	28,717
TRS On-Behalf	45,000	90,000	(45,000)
<b>Professional Services</b>			
Maintenance & Repairs	50,600	34,100	16,500
Utilities	21,400	21,400	-
Rentals/Operating Leases	500	500	-
Commodities Processing	5,000	13,000	(8,000)
Miscellaneous	5,700	5,450	250
<b>Supplies &amp; Materials</b>			
Food Items	903,000	1,434,552	(531,552)
Non-Food Items	168,000	241,268	(73,268)
Commodities	120,000	120,000	-
Food Services Supplies	251,450	24,680	226,770
Furniture <\$5,000	1,250	228,030	(226,780)
Technology <\$5,000	252,000	54,980	197,020
Other Equipment	255,000	375,079	(120,079)
Software	241,000	21,353	219,647
<b>Miscellaneous</b>			
Employee Travel	5,000	5,618	(618)
Transportation Costs	15,400	19,882	(4,482)
Membership Fees	400	1,000	(600)
Miscellaneous	1,200	3,865	(2,665)
<b>Total</b>	<b>\$ 3,970,572</b>	<b>\$ 4,150,700</b>	<b>\$ (180,128)</b>
<b>Surplus/(Deficit)</b>	<b>\$ (1,000,000)</b>	<b>\$ (1,000,000)</b>	<b>\$ -</b>

**Red Oak ISD Summary Statement of Debt Service Fund  
Comparative for Budget Year 2023-2024**

	<b>Proposed Budget 2023-2024</b>	<b>Amended Budget 2022-2023</b>	<b>Variance</b>
<b>Revenue</b>			
<b>Local</b>			
Interest & Sinking Tax Revenue	\$ 13,950,798	\$ 10,601,132	\$ 3,349,666
Penalty & Interest on Delinquent Interest	30,000	30,000	-
	145,000	60,000	85,000
<b>State</b>			
Instructional Facilities Allotment and Existing Debt Allotment	400,000	25,000	375,000
<b>Total</b>	<b>\$ 14,525,798</b>	<b>\$ 10,716,132</b>	<b>\$ 3,809,666</b>
<b>Expenses</b>			
Bond Principal	\$ 10,500,000	\$ 6,595,000	\$ 3,905,000
Interest on Bonds	5,489,688	3,250,240	2,239,448
Amortization of Premium / Discount	-	-	-
Other Debt Service Fees	200,000	200,000	-
<b>Total</b>	<b>\$ 16,189,688</b>	<b>\$ 10,045,240</b>	<b>\$ 6,144,448</b>
<b>Surplus/(Deficit)</b>	<b>\$ (1,663,890)</b>	<b>\$ 670,892</b>	<b>\$ (2,334,782)</b>

2023-2024 Accelerated Instruction Budget

**Presented for:**

Board Action     X                          Report/Review Only                     

**Supporting documents:**

None     X                          Attached                                           Provided Later                     

**Contact Person:**

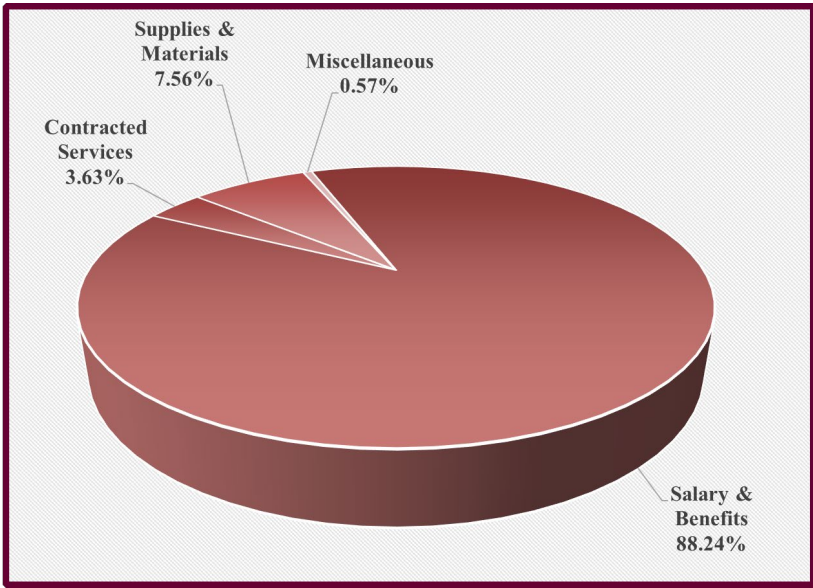
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services/Chief Financial Officer

**Background Information:**

Texas Education Code 29.081 requires districts to separately budget and prioritize State Compensatory Education (SCE) funding and any other funding necessary to sufficiently support the cost of additional accelerated instruction for students who fail to perform satisfactorily on the end-of-course (EOC) assessment instrument. State compensatory education funds cannot be used for any other purpose until the District has sufficiently funded additional accelerated instruction.

**Fiscal Implications:**

Funds allocated specifically for accelerated instruction and compensatory education in the 2023-2024 General Fund budget total \$3,170,607.



**Administrative Recommendation:**

Administration recommends the Board approve the 2023-2024 compensatory education budget as presented with the understanding that additional accelerated instruction has been sufficiently funded.

## Stepping Together: Shared Reading Materials

### **Presented for:**

Board Action     X     Report/Review Only \_\_\_\_\_

### **Supporting documents:**

None \_\_\_\_\_ Attached     X     Provided Later \_\_\_\_\_

### **Contact Person:**

Rebecca Waller, Curriculum Coordinator

### **Background Information:**

This purchase will provide teachers in Kindergarten, 1<sup>st</sup>, and 2<sup>nd</sup> Grades with materials for Tier 1 instruction. These materials provide explicit and systematic instruction in shared reading and feature interactive reading, writing, as well as word study.

### **Fiscal Implications:**

The amount of up to \$126,750.00 will be funded from ESSER Supplemental Funds.

A quote from Pioneer Valley Books for the amount of \$126,750.00 is attached.

Pioneer Valley Books is an approved District vendor in good standing and is Administration's recommended vendor for this purchase.

### **Administrative Recommendation:**

Administration recommends that the Board approve the purchase of Stepping Together: Shared Reading from Pioneer Valley Books as presented.



Pioneer Valley Books  
 155A Industrial Dr.  
 Northampton, MA 01060  
 Phone: 888-482-3906  
 Fax: 413-727-7211  
 Tax ID: 04-3414244

Quote  
 #Q203813

06/13/2023

**Bill To**  
 Accounts Payable  
 Red Oak ISD  
 PO BOX 9000  
 RED OAK TX 75154-9000  
 972-617-2941

**Ship To**  
 Receiving Department  
 Red Oak ISD  
 109 W. Red Oak Rd  
 Red Oak TX 75154  
 214.460.6176

Expires	Sales Rep	Shipping Method
07/13/2023	Sophie Haras-Yekel	Standard Shipping

Qty	SKU/ISBN	Item Name	Reg. Price	Disc.	Price	Amount
24	LFP-SR-K	Stepping Together: Shared Reading - Kindergarten Kit	\$1,690.00		\$1,690.00	\$40,560.00
24	LFP-SR-1	Stepping Together: Shared Reading - First Grade Kit	\$1,690.00		\$1,690.00	\$40,560.00
27	LFP-SR-2	Stepping Together: Shared Reading - Second Grade Kit	\$1,690.00		\$1,690.00	\$45,630.00
75	LFP-DR-TEACHER	Digital Reader, Teacher Access	\$20.00		\$20.00	\$1,500.00
		Discount - DR Free		100%		\$-1,500.00

<b>Subtotal</b>	\$126,750.00
<b>Tax</b>	\$0.00
<b>Free Shipping &amp; Handling</b>	\$0.00
<b>Total</b>	\$126,750.00

**Quote Comments**

Quote prepared for Rebecca Waller. This quote is valid through 07/13/2023. Please reference quote number when submitting PO to ensure that discounts are applied correctly. Please note that starting April 1, 2021 we will be collecting tax for all states where it is applicable. If you are a tax exempt entity or organization, please submit your tax exemption certificate with your FEIN/TIN number or TID number. Exemptions may take up to 48 business hours to process.

This quote reflects annual subscriptions to the Digital Reader, valid for the 2023-2024 academic year. A special discount has been applied for LFP Shared Reading print kits being ordered.



## **Board Recommendation: Technology Consulting 2023-2024**

### **Presented for:**

Board Action     X     Report/Review Only \_\_\_\_\_

### **Supporting documents:**

None \_\_\_\_\_ Attached     X     Provided Later \_\_\_\_\_

### **Contact Person:**

Megan Corns, Chief Technology Officer

### **Background Information:**

Considering recent cybersecurity incidents in districts across the state and the District's current one to one initiative, administrators discussed the possibility of reviewing the District's long-range technology plan. After gathering insight from other Districts, we discussed the feasibility of hiring a consultant to review our current technology infrastructure, practices and procedures. We sought input from several possible consultants and selected the True North Consulting Group as the provider that offered the most comprehensive and viable study for Red Oak ISD. This company has done work in Waxahachie ISD, Midlothian ISD and numerous other districts in the area.

### **Fiscal Implications:**

The proposal for the Red Oak ISD requested services is \$94,504.84, this would come from the 2023-2024 technology funds.

### **Administrative Recommendation:**

The administration recommends the Board approve the True North Consulting Group for technology consulting services, using TIPS contract 220601.












[← Continue Shopping](#)

# Shopping Cart

Sign in to Save this Cart, View Saved Carts or E-mail this Cart

ADD ITEM TO CART

Add

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <p><b>HP Chromebook 11 G9 Education Edition - 11.6" - Celeron N4500 - 4 GB RAM -</b> MFG Part: 3V2Y3UT#ABA CDW Part: 6636393 UNSPSC: 43211503</p> <p><a href="#">^ Top Recommendations</a></p>	<p><b>Item Backordered</b> This item will ship once it is in stock.</p>	<p>\$349.00 <b>\$281.99</b> Advertised Price</p>	<p>400 <input type="text"/></p>	<p>\$112,796.00 </p>
 <p><b>Electronic HP Care Pack Pick-Up and Return Service - extended service agree</b> MFG Part: UQ990E CDW Part: 2631699 UNSPSC:</p> <p><a href="#">^ Top Recommendations</a></p>	<p><b>In Stock</b></p>	<p>\$42.99 Advertised Price</p>	<p>400 <input type="text"/></p>	<p>\$17,196.00 </p>
 <p><b>Google Chrome Education Upgrade</b> MFG Part: CROS-SW-DIS-EDU-NEW CDW Part: 5988499 UNSPSC:</p> <p><a href="#">^ Top Recommendations</a></p>	<p><b>In Stock</b></p>	<p>\$44.34 Advertised Price</p>	<p>400 <input type="text"/></p>	<p>\$17,736.00 </p>
 <p><b>MAXCases Extreme Shell-L Case for HP G9/G8 Chromebook 11"</b> MFG Part: HP-ESL-G9-BCLR CDW Part: 7158747 UNSPSC: 53121706</p> <p><a href="#">^ Top Recommendations</a></p>	<p><b>5-7+ Days</b> Expected in-stock date for this item is between 5-7 days. Item will ship once it is in stock.</p>	<p>\$31.99 Advertised Price</p>	<p>400 <input type="text"/></p>	<p>\$12,796.00 </p>

### Order Summary

Subtotal: **\$160,524.00**

Tax and Shipping calculated at checkout.

Lease Option Pricing ?  
\$4,542.83 / Month

**Checkout**

Sign in to Save this Cart, View Saved Carts or E-mail this Cart

[Update All](#) | [Remove All](#)

## Shop Top Sellers (12)





## WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

What We Solve  
Research Hub  
Products

My Account  
Quick Order Status

### ABOUT US

Why CDW  
About Us  
Accessibility Statement  
Careers  
Investor Relations  
Diversity and Inclusion  
ESG  
International Solutions  
Locations  
Newsroom & Media  
Suppliers

### HOW CAN WE HELP

Customer Support / FAQs  
eProcurement  
e-Waste Recycling  
Leasing Services  
Product Recalls  
Corporate Gifts  
Product Finders  
CDW Outlet

Contact An Expert: P 800.800.4239 | [Email Us](#)

[CDW](#) [CDW-G](#) [Canada](#) [CDW-UK](#)



Official Technology Solutions Advisor  
of the PGA TOUR



[Site Map](#) [Privacy Notice](#) [Cookie Notice](#) [Terms and Conditions](#)  
[Do Not Sell or Share My Personal Information - Currently Sharing](#)

Copyright © 2007 - 2023 CDW. All Rights Reserved. CDW®, CDW•G® and PEOPLE WHO GET IT® are registered trademarks of CDW LLC. All other trademarks and registered trademarks are the sole property of their respective owners.





# QUOTATION

# 44817

BILL TO:		JOB LOCATION:	
COMPANY: <b>RED OAK ISD</b>	COMPANY: <b>ROISD Annex, Tech Dept</b>	DATE: <b>June 1, 2023</b>	
ADDRESS: <b>156 LOIUSE RITTER BLVD</b>	ADDRESS: <b>109 W. Red Oak Road</b>	SALES REP: <b>JASON POTTS</b>	
<b>PO BOX 9000</b>		PHONE:	
<b>RED OAK, TX 75154</b>	<b>Red Oak, TX 75154</b>	EMAIL: <b>JPOTTS@DELCOMGROUP.COM</b>	
CONTACT: <b>Tony Maceda</b>	CONTACT: <b>Tiffany Horn</b>	CONTRACT # <b>DIR-TSO-4159 HP</b>	
PHONE: <b>(972)617-4153</b>	PHONE: <b>(972)617-4155</b>		

### TITLE:

Chromebooks and Cases with White Glove Services

### SCOPE OF WORK:

IT Services:  
 Receive 400 Chromebooks and cases.  
 Etch Chromebooks.  
 Case Chromebooks.  
 Enroll Chromebooks.  
 Deliver to one location.

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
3V2Y3UT#ABA	HP Chromebook 11 G9 EE 11.6" Touchscreen Chromebook	400.00	\$277.34	\$110,936.00
UQ990E	HP CARE PACK 3YR DEPOT	400.00	\$29.52	\$11,808.00
LAP7970	HP G8 & G9 EE 11.6 Chromebook Hard Shell Case	400.00	\$22.34	\$8,936.00
CROSSWDISEDU NEW	Google Chrome OS Management Console License, Education	400.00	\$31.00	\$12,400.00
	IT Service - Etch, Case, Enroll, Deliver to one location	400.00	\$19.65	\$7,860.00

### Warranty and Maintenance

<b>SUBTOTAL:</b>	\$151,940.00
<b>SHIPPING:</b>	\$0.00
<b>TAX:</b>	\$0.00
<b>TOTAL:</b>	\$151,940.00

### Delcom Terms and Conditions

[Delcom Terms and Conditions](#)

Please send all Purchase Orders to [Orders@delcomgroup.com](mailto:Orders@delcomgroup.com) to prevent processing delays.

Printed: 06/06/2023



Corporate Office  
 2525B E SH 121, Ste 400  
 Lewisville, TX 75056  
 Phone: 214.389.5500 | Fax: 214.389.5505  
[www.delcomgroup.com](http://www.delcomgroup.com)

Page 1 of 1

Item	Qty	Subtotal
<b>HP Chromebook 11 G9 Education Edition - 11.6" - Celeron N4500 - 4 GB RAM - 32 GB eMMC - US</b> Insight #: 3V2Y3UT#ABA    Mfr #: 3V2Y3UT#ABA	<input type="text" value="400"/> <div style="display: flex; align-items: center; justify-content: center;"> <span style="font-size: 20px; margin-right: 5px;">^</span>  <span style="font-size: 20px; margin-right: 5px;">v</span> </div>	USD <b>\$119,996.00</b> (USD <b>\$299.99</b> each)
<div style="display: flex; align-items: center;"> <span style="font-size: 20px; margin-right: 5px;">!</span> <b>Item backordered</b>            Item will ship when available         </div>		
<b>Protection</b> <b>Electronic HP Care Pack Pick-Up and Return Service with SmartFriend Pro - extended service agreement - 3 years - pick-up and return</b> Insight #: U31X4E    Mfr #: U31X4E	400	USD <b>\$25,596.00</b> (USD <b>\$63.99</b> each)
<b>Gumdrop BumpTech - notebook shell case</b> Insight #: BT-L100ECS-BLK    Mfr #: BT-L100ECS-BLK	<input type="text" value="400"/> <div style="display: flex; align-items: center; justify-content: center;"> <span style="font-size: 20px; margin-right: 5px;">^</span>  <span style="font-size: 20px; margin-right: 5px;">v</span> </div>	USD <b>\$11,196.00</b> (USD <b>\$27.99</b> each)
<div style="display: flex; align-items: center;"> <span style="font-size: 20px; margin-right: 5px;">!</span> Your quantity exceeds our current stock of 44            Additional items may be backordered         </div>		
<b>Chrome Education Upgrade - 1 license</b> Insight #: CROSSWDISEDUNEW    Mfr #: CROSSWDISEDUNEW	<input type="text" value="400"/> <div style="display: flex; align-items: center; justify-content: center;"> <span style="font-size: 20px; margin-right: 5px;">^</span>  <span style="font-size: 20px; margin-right: 5px;">v</span> </div>	USD <b>\$13,996.00</b> (USD <b>\$34.99</b> each)

Feedback

**Subtotal****USD \$170,784.00**

Tax and shipping will be calculated on checkout.

**Technology Device Purchase-Windows Laptops for Teachers at Schupmann and Eastridge Elementary Schools**

**Presented for:**

Board Action  Report/Review Only

**Supporting documents:**

None  Attached  Provided Later

**Contact Person:**

Tony Maceda, Director of Information Technology

**Background Information:**

The purchase of 75 Windows laptops will allow us to provide the teachers of Schupmann Elementary and Eastridge Elementary with new computers. Those teachers are currently using laptops that are on average 5 years old.

Proposals were received from:

CDWG  
Delcom  
Insight

**Fiscal Implications:**

The amount of \$58,389.21 will be funded by the Technology Department Budget for the year of 2023-2024.

A quote from Delcom Group per the State of Texas DIR Cooperative contract DIR-TSO-4159 HP for the amount of \$58,389.21 is attached.

Delcom Group is an approved District vendor in good standing and is Administration's recommended vendor for this purchase.

**Administrative Recommendation:**

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



← Continue Shopping



# Shopping Cart

Sign in to Save this Cart, View Saved Carts or E-mail this Cart

ADD ITEM TO CART

Enter CDW# or MFG#

Add

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <p><b>HP ProBook 450 G9</b> Notebook - Wolf Pro Security - 15.6" - Core i5 1235U - 8</p> <p>MFG Part: 687N8UT#ABA CDW Part: 7015868 UNSPSC: 43211503</p> <p>^ Top Recommendations</p>	<b>In Stock</b> Get it <b>Friday, June 9</b> if ordered within 5 hrs 48 mins.	\$929.00 <b>\$839.99</b> Advertised Price	75	\$62,999.25
 <p><b>Electronic HP Care Pack Pick-Up and Return Service - extended service agree</b></p> <p>MFG Part: UK707E CDW Part: 1545153 UNSPSC:</p> <p>^ Top Recommendations</p>	<b>In Stock</b>	\$95.99 Advertised Price	75	\$7,199.25

## Order Summary

Subtotal: **\$70,198.50**

Tax and Shipping calculated at checkout.

Lease Option Pricing ?  
\$2,011.89 / Month

Checkout

Sign in to Save this Cart, View Saved Carts or E-mail this Cart


[Update All](#) | [Remove All](#)

## Shop Top Sellers (12)

PRTG Network Monitor (v. 14) -... (73)

**\$13,483.99**


Add to Cart



EDGE 2TB NextGen M.2 PCIe Gen x4...

**\$108.99**  
Advertised Price


Add to Cart



MakerBot METHOD X 3D Printer

**\$4,874.25**  
Advertised Price


Add to Cart



OpenGear OM2216-L - console server

**\$3,968.99**  
Advertised Price


Add to Cart



Acronis Cyber Protect Advanced...

**\$2,031.99**  
Advertised Price

Add to Cart



< >

## WE GET GETTING RESULTS

With our full-stack expertise, CDW helps you design,

What We Solve  
Research Hub  
Products

My Account

### ABOUT US

Why CDW  
About Us  
Accessibility Statement  
Careers

### HOW CAN WE HELP

Customer Support / FAQs  
eProcurement  
e-Waste Recycling  
Leasing Services

orchestrate and manage technologies that drive business success.

[Quick Order Status](#)

[Investor Relations](#)  
[Diversity and Inclusion](#)  
[ESG](#)  
[International Solutions](#)  
[Locations](#)  
[Newsroom & Media](#)  
[Suppliers](#)

[Product Recalls](#)  
[Corporate Gifts](#)  
[Product Finders](#)  
[CDW Outlet](#)

Contact An Expert: P 800.800.4239 | [Email Us](#)

[CDW](#) [CDW-G](#) [Canada](#) [CDW-UK](#)



Official Technology Solutions Advisor  
of the PGA TOUR



powered by VeriSign



BBB Rating: A+

[Site Map](#) [Privacy Notice](#) [Cookie Notice](#) [Terms and Conditions](#)  
[Do Not Sell or Share My Personal Information - Currently Sharing](#)

Copyright © 2007 - 2023 CDW. All Rights Reserved. CDW®, CDW-G® and PEOPLE WHO GET IT® are registered trademarks of CDW LLC. All other trademarks and registered trademarks are the sole property of their respective owners.





# QUOTATION

# 44818

BILL TO:		JOB LOCATION:	
COMPANY: <b>RED OAK ISD</b>	COMPANY: <b>ROISD Annex, Tech Dept</b>	DATE: <b>June 1, 2023</b>	
ADDRESS: <b>156 LOIUSE RITTER BLVD</b>	ADDRESS: <b>109 W. Red Oak Road</b>	SALES REP: <b>JASON POTTS</b>	
<b>PO BOX 9000</b>		PHONE:	
<b>RED OAK, TX 75154</b>	<b>Red Oak, TX 75154</b>	EMAIL: <b>JPOTTS@DELCOMGROUP.COM</b>	
CONTACT: <b>Tony Maceda</b>	CONTACT: <b>Tiffany Horn</b>	CONTRACT # <b>DIR-TSO-4159 HP</b>	
PHONE: <b>(972)617-4153</b>	PHONE: <b>(972)617-4155</b>		

**TITLE:**

ProBook 450 G9

**SCOPE OF WORK:**

IT Services:  
Receive 75 notebooks.  
Etch notebooks.  
Deliver to one location.

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
687N8UT#ABA	ProBook 450 G9 Notebook PC - 15.6" IPS (Full HD), i5-1235U, 8GB, 256GB SSD, W10 Pro (+ W11 Pro), 1Yr	75.00	\$709.69	\$53,226.75
UK707E	HP Care Pack 3YR 9X5	75.00	\$58.32	\$4,374.00
	Etching	75.00	\$10.00	\$750.00

**Warranty and Maintenance**

<b>SUBTOTAL:</b>	\$58,389.21
<b>SHIPPING:</b>	\$0.00
<b>TAX:</b>	\$0.00
<b>TOTAL:</b>	\$58,389.21

**Delcom Terms and Conditions**

[Delcom Terms and Conditions](#)

Please send all Purchase Orders to [Orders@delcomgroup.com](mailto:Orders@delcomgroup.com) to prevent processing delays.

Printed: 06/06/2023



Corporate Office  
2525B E SH 121, Ste 400  
Lewisville, TX 75056  
Phone: 214.389.5500 | Fax: 214.389.5505  
[www.delcomgroup.com](http://www.delcomgroup.com)

Page 1 of 1

174

Item	Qty	Subtotal
HP ProBook 450 G9 Notebook - Wolf Pro Security - 15.6" - Core i5 1235U - 8 GB RAM - 256 GB SSD - US - with HP Wolf Pro Security Edition (1 year) Insight #: 687N8UT#ABA    Mfr #: 687N8UT#ABA	<input type="text" value="75"/> <div style="display: flex; align-items: center; justify-content: center;"> <span style="margin-right: 5px;">^</span>  <span style="margin-right: 5px;">v</span> </div>	USD <b>\$67,049.25</b> (USD <b>\$893.99</b> each)
Electronic HP Care Pack Next Business Day Active Care Service with Defective Media Retention - extended service agreement - 3 years - on-site Insight #: U18L0E    Mfr #: U18L0E	<input type="text" value="75"/> <div style="display: flex; align-items: center; justify-content: center;"> <span style="margin-right: 5px;">^</span>  <span style="margin-right: 5px;">v</span> </div>	USD <b>\$15,899.25</b> (USD <b>\$211.99</b> each)

Subtotal

USD **\$82,948.50**

Tax and shipping will be calculated on checkout.

Feedback



# Monthly Financial Report

June 2023

## RED OAK ISD-TAX COLLECTIONS

### *Monthly Tax Collections*

*As of May 31, 2023*

#### GENERAL FUND

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	148,605	30,052,526	29,195,770	102.93%
DELINQUENT TAX COLLECTED	3,450	76,218	200,000	38.11%
PENALTIES AND INTEREST COLLECTED	16,663	217,804	150,000	145.20%
<b>TOTAL FUNDS COLLECTED</b>	<b>168,718</b>	<b>30,346,548</b>	<b>29,545,770</b>	<b>102.71%</b>

#### DEBT SERVICE

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	54,862	11,095,985	10,551,132	105.16%
DELINQUENT TAX COLLECTED	1,290	22,803	50,000	45.61%
PENALTIES AND INTEREST COLLECTED	6,159	80,509	30,000	268.36%
<b>TOTAL FUNDS COLLECTED</b>	<b>62,311</b>	<b>11,199,296</b>	<b>10,631,132</b>	<b>105.34%</b>

<b>TOTAL TAX COLLECTIONS</b>	<b>231,029</b>	<b>41,545,844</b>	<b>40,176,902</b>	<b>103.41%</b>
------------------------------	----------------	-------------------	-------------------	----------------

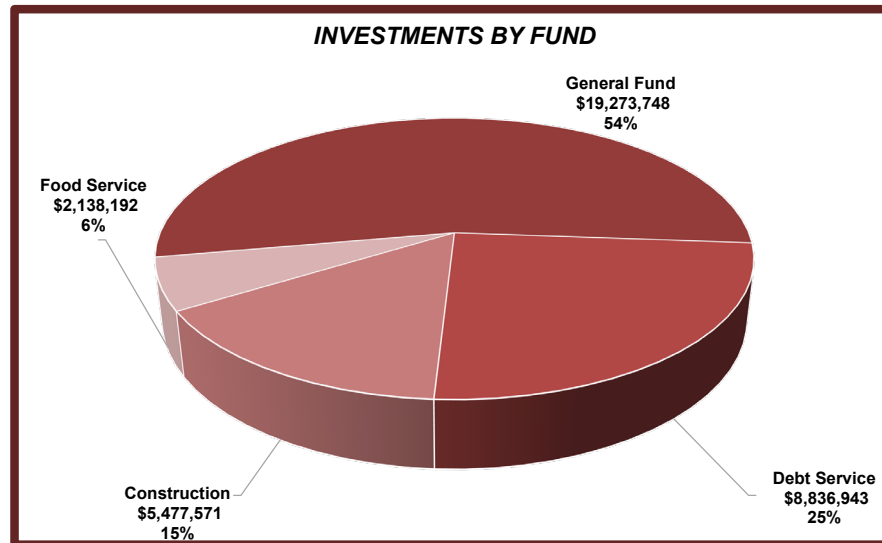
**Red Oak Independent School District**  
**Investment Summary Report**  
**As of May 31, 2023**

INVESTMENT POOL ACCOUNTS	BEGINNING BALANCE 05/01/2023	DEPOSITS	WITHDRAWALS	INTEREST FOR MONTH	ENDING BALANCE 05/31/2023	INTEREST RATE	INTEREST YEAR TO DATE
<b>TEXSTAR</b>							
General Fund	\$ 10,027.64	\$ -	\$ -	42.98	\$ 10,070.62	5.0471%	\$ 323.08
<b>TEXPOOL</b>							
General Fund	2,539.23	-	-	10.81	2,550.04	5.0583%	83.16
Money Market	1,464.71	-	-	6.17	1,470.88	5.0583%	47.72
<b>FIRST PUBLIC-GOV.OVERNIGHT</b>							
General Fund	23,167,993.07	1,686,719.06	5,686,729.12	91,673.24	19,259,656.25	5.0400%	739,529.15
Debt Service	8,741,934.26	57,426.94	-	37,581.89	8,836,943.09	5.0400%	176,318.36
Construction	5,499,056.18	45,000.00	90,000.00	23,514.97	5,477,571.15	5.0400%	87,600.78
Food Service	2,117,133.77	286,729.12	275,000.00	9,328.74	2,138,191.63	5.0400%	61,423.14
<b>TOTAL INVESTMENT POOLS</b>	<b>\$ 39,540,149</b>	<b>\$ 2,075,875</b>	<b>\$ 6,051,729</b>	<b>\$ 162,159</b>	<b>\$ 35,726,454</b>		<b>1,065,325.39</b>

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

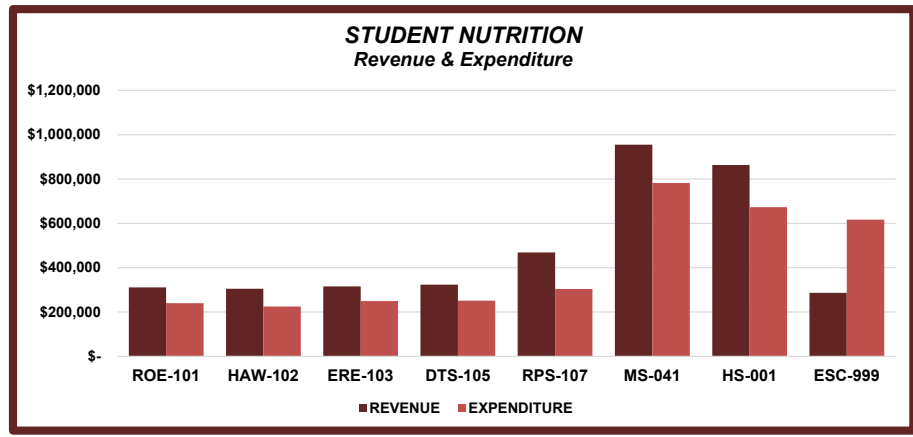
\_\_\_\_\_  
 (signature on file)  
 Sandra King, RTSBA  
 Finance Coordinator



**Red Oak ISD - Student Nutrition**  
*Revenue / Expenditure Detail*  
*As of May 31, 2023*

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041	HS-001	ESC-999	TOTAL
<b>Average Daily Participation (ADP):</b>									
<b>Breakfast</b>	130	117	125	150	226	345	207	0	1,300
<b>Lunch</b>	342	322	347	326	467	1067	867	0	3,738
<b>Afterschool</b>	23	17	30	24	28	0	0	0	122

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041	HS-001	ESC-999	TOTAL	ORIGINAL BUDGET	% EXP TO BUDGET
57xx Local Revenue	\$ 70,109	\$ 77,717	\$ 84,568	\$ 82,990	\$ 92,991	\$ 256,716	\$ 327,478	\$ 123,709	\$ 1,116,278	\$ 661,700	169%
58xx State Matching	-	-	-	-	-	-	-	41,167	\$ 41,167	105,000	39%
5921 Federal - Breakfast	46,728	40,402	44,037	56,254	90,181	115,188	57,264	-	\$ 450,055	310,000	145%
5922 Federal - Lunch	194,317	186,741	186,757	184,445	285,731	582,984	477,982	-	\$ 2,098,956	1,530,000	137%
5923 USDA Commodities	-	-	-	-	-	-	-	-	\$ -	120,000	0%
5949 Other Revenue	-	-	-	-	-	-	-	121,508	\$ 121,508	-	-
<b>TOTAL REVENUE</b>	<b>\$ 311,154</b>	<b>\$ 304,860</b>	<b>\$ 315,362</b>	<b>\$ 323,689</b>	<b>\$ 468,904</b>	<b>\$ 954,888</b>	<b>\$ 862,724</b>	<b>\$ 286,384</b>	<b>\$ 3,827,965</b>	<b>\$ 2,726,700</b>	<b>140%</b>
61xx Payroll	\$ 110,894	\$ 75,582	\$ 88,796	\$ 103,932	\$ 91,706	\$ 205,849	\$ 297,372	\$ 389,834	\$ 1,363,965	\$ 1,545,943	88%
62xx Contracted Services	3,219	2,808	3,601	6,123	5,312	4,487	10,120	18,161	\$ 53,830	41,200	131%
63xx Supplies	125,570	146,571	157,018	140,785	207,285	571,499	365,741	151,622	\$ 1,866,090	1,928,492	97%
64xx Travel / Miscellaneous	-	-	-	-	-	-	-	11,280	\$ 11,280	11,065	102%
66xx Capital Outlay	-	-	-	-	-	-	-	46,099	\$ 46,099	200,000	23%
<b>TOTAL EXPENDITURES</b>	<b>\$ 239,682</b>	<b>\$ 224,960</b>	<b>\$ 249,415</b>	<b>\$ 250,839</b>	<b>\$ 304,303</b>	<b>\$ 781,836</b>	<b>\$ 673,233</b>	<b>\$ 616,997</b>	<b>\$ 3,341,265</b>	<b>\$ 3,726,700</b>	<b>90%</b>
<b>Other Sources (Uses)</b>											
Operating Transfers In											
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 71,472</b>	<b>\$ 79,900</b>	<b>\$ 65,947</b>	<b>\$ 72,850</b>	<b>\$ 164,601</b>	<b>\$ 173,052</b>	<b>\$ 189,492</b>	<b>\$ (330,613)</b>	<b>\$ 486,700</b>	<b>\$ (1,000,000)</b>	



\*The District reports on the modified accrual basis.

**Red Oak ISD - Debt Service Fund**  
*Revenue / Expenditure Detail*  
*As of May 31, 2023*

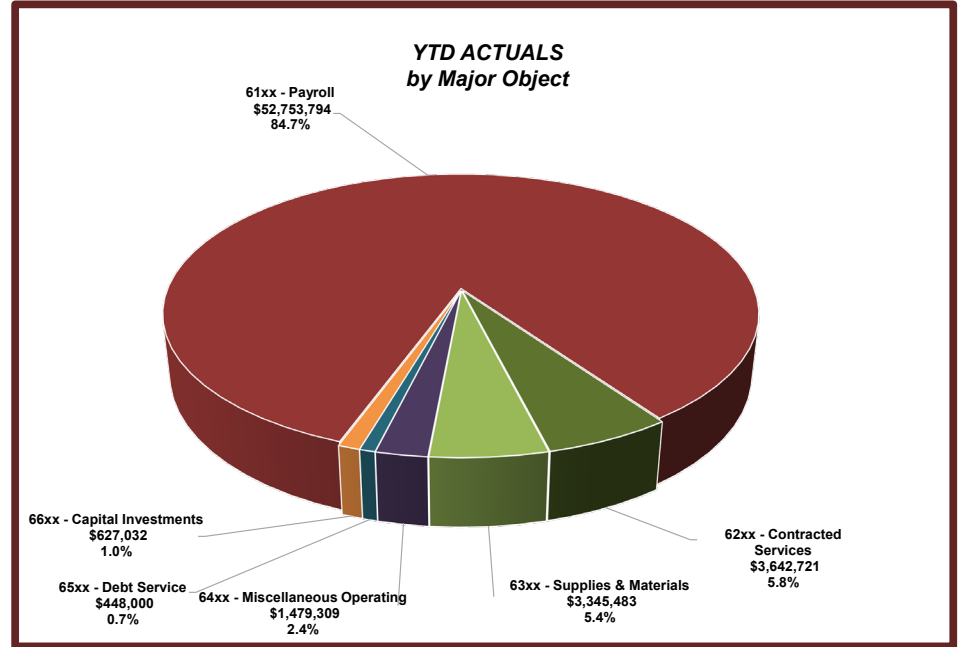
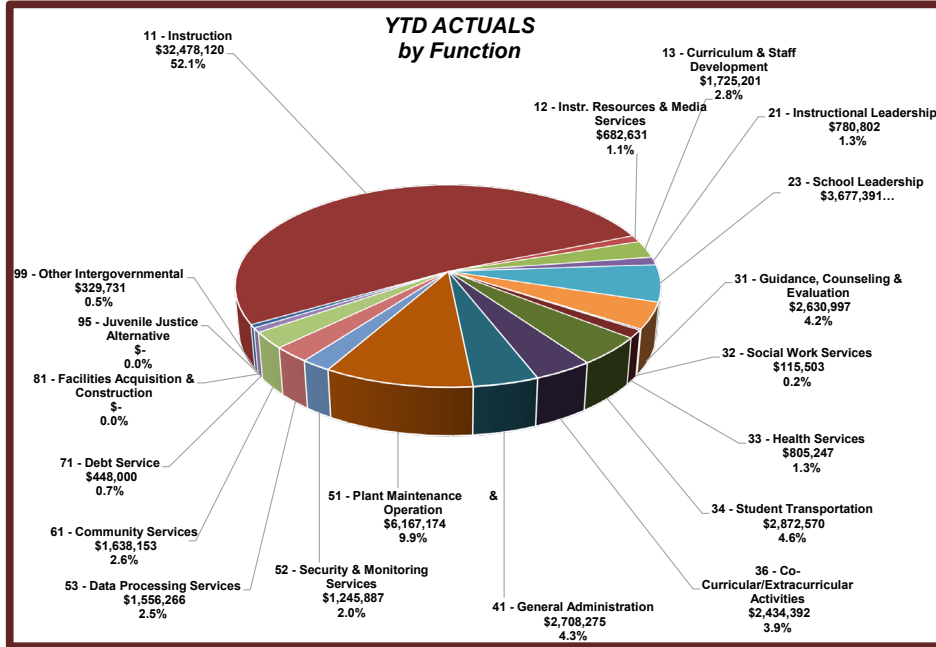
	Original Budget	YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget
<b>Revenues</b>					
57xx Local	\$ 10,691,132	\$ 11,794,476	\$ -	\$ (1,103,344)	110.32%
58xx State	25,000	-	-	25,000	0.00%
<b>TOTAL</b>	<b>\$ 10,716,132</b>	<b>\$ 11,794,476</b>	<b>\$ -</b>	<b>\$ (1,078,344)</b>	<b>110.06%</b>
<b>Expenditures</b>					
71 Debt Service	\$ 10,045,240	9,848,738	\$ -	\$ 196,503	98.04%
<b>TOTAL</b>	<b>\$ 10,045,240</b>	<b>\$ 9,848,738</b>	<b>\$ -</b>	<b>\$ 196,503</b>	<b>98.04%</b>
<b>Other Resources/(Uses)</b>					
Issuance of Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
Premium/Discount	-	-	-	-	0.00%
Escrow	-	-	-	-	0.00%
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
Revenue Over (Under) Expenditures	<b>\$ 670,892</b>	<b>\$ 1,945,739</b>	<b>\$ -</b>	<b>\$ (1,274,847)</b>	

**Red Oak ISD - General Fund**  
**Revenue/Expenditure Detail**  
**As of May 31, 2023**

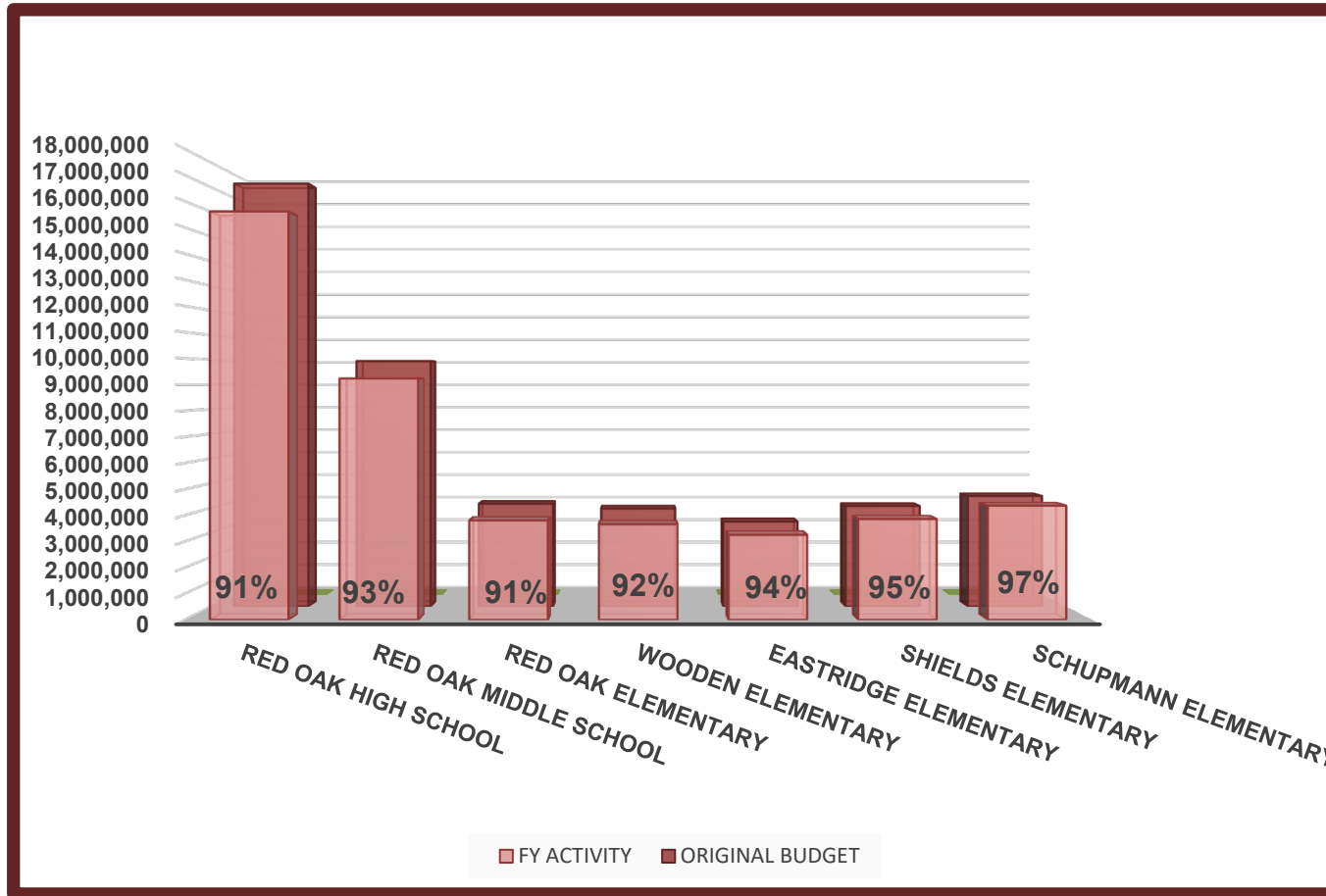
	Amended Budget	2022-2023 YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget	2021-2022 YTD Actuals (Audited)	YTD Actuals Variance
<b>Revenues</b>							
57xx Local	\$ 31,479,218	\$ 32,361,230	\$ -	\$ (882,012)	102.80%	\$ 26,642,471	\$ 5,718,759
58xx State	36,186,390	23,385,390	-	12,801,000	64.62%	24,571,527	(1,186,138)
59xx Federal	1,150,000	2,637,654	-	(1,487,654)	229.36%	769,471	1,868,183
<b>TOTAL</b>	<b>\$ 68,815,608</b>	<b>\$ 58,384,274</b>	<b>\$ -</b>	<b>\$ 10,431,334</b>	<b>85%</b>	<b>\$ 51,983,470</b>	<b>\$ 6,400,804</b>
<b>Expenditures</b>							
11 Instruction	\$ 35,046,083	\$ 32,478,120	\$ 193,648	\$ 2,374,315	93.23%	\$ 30,703,500	\$ 1,774,620
12 Instr. Resources & Media Services	1,031,672	682,631	3,833	345,207	66.54%	654,069	28,562
13 Curriculum & Staff Development	1,916,005	1,725,201	8,562	182,242	90.49%	1,537,715	187,485
21 Instructional Leadership	807,892	780,802	1,237	25,852	96.80%	605,281	175,521
23 School Leadership	4,055,843	3,677,391	11,601	366,851	90.96%	3,278,183	399,209
31 Guidance, Counseling & Evaluation	2,888,265	2,630,997	12,716	244,552	91.53%	2,260,322	370,675
32 Social Work Services	175,548	115,503	-	60,045	65.80%	108,744	6,759
33 Health Services	902,216	805,247	-	96,969	89.25%	787,397	17,850
34 Student Transportation	3,252,580	2,872,570	84,179	295,831	90.90%	2,959,282	(86,712)
36 Co-Curricular/Extracurricular Activities	2,512,296	2,434,392	18,739	59,165	97.64%	2,075,421	358,971
41 General Administration	3,021,255	2,708,275	53,855	259,125	91.42%	2,395,554	312,721
51 Plant Maintenance & Operation	7,498,876	6,167,174	678,599	653,103	91.29%	5,443,214	723,960
52 Security & Monitoring Services	1,387,310	1,245,887	19,571	121,852	91.22%	997,978	247,910
53 Data Processing Services	1,699,783	1,556,266	82,116	61,401	96.39%	1,424,331	131,934
61 Community Services	1,722,163	1,638,153	60,551	23,458	98.64%	1,405,773	232,380
71 Debt Service	450,500	448,000	-	2,500	99.45%	446,500	1,500
81 Facilities Acquisition & Construction	52,321	-	-	52,321	0.00%	655,205	(655,205)
95 Juvenile Justice Alternative	45,000	-	-	45,000	0.00%	-	-
99 Other Intergovernmental	350,000	329,731	17,168	3,101	99.11%	196,235	133,496
<b>TOTAL</b>	<b>\$ 68,815,608</b>	<b>\$ 62,296,340</b>	<b>\$ 1,246,377</b>	<b>\$ 5,272,891</b>	<b>92%</b>	<b>\$ 57,934,704</b>	<b>\$ 4,361,636</b>
<b>Other Resources/(Uses)</b>							
Sale of Property	\$ 0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
	\$ 0	\$ -	\$ -	\$ 0	0%	\$ -	\$ -
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 0</b>	<b>\$ (3,912,066)</b>	<b>\$ (1,246,377)</b>	<b>\$ 5,158,443</b>		<b>\$ (5,951,234)</b>	<b>\$ 2,039,168</b>

\*The District reports on the modified accrual basis.

**Red Oak ISD - General Fund**  
**Revenue / Expenditure Detail**  
**As of May 31, 2023**



**Red Oak ISD - General Fund**  
**Comparison by Campus**  
*As of May 31, 2023*



# Questions



**Bill Johnston**

**Chief Financial Officer**

**972-617-4005**

**[bill.johnston@redoakisd.org](mailto:bill.johnston@redoakisd.org)**

# RED OAK INDEPENDENT SCHOOL DISTRICT

## 2023-2024 ANNUAL REPORT OF PARTICIPATION/MANAGEMENT FEES COOPERATIVE/INTERLOCAL PURCHASING CONTRACTS

Name of Purchasing Cooperative	Participation/Management Fee	2021-2022 Total Fees
1 Government Procurement Alliance (1GPA)	No Fee	\$ -
Department of Information Resources (DIR)	No Fee	\$ -
Educational Purchasing Cooperative of North Texas (EPCNT)	Annual Fee	\$ 100.00
Ellis County Interlocal Agreement	No Fee	\$
Equalis Group	No Fee	\$ -
Harris County Education District (HCDE-Choice Partners)	No Fee	\$ -
Houston-Galveston Area Council (HGAC)	No Fee	\$ -
Multi Regional Purchasing Cooperative (MRPC)	No Fee	\$
National Cooperative Purchasing Alliance (NCPA)	No Fee	\$
OMNIA Partners	No Fee	\$ -
Purchasing Association of Cooperative Entities (PACE)	No Fee	\$ -
Region 2 Education Service Center (Goodbuy Purchasing Cooperative)	No Fee	\$
Region 4 Education Service Center	No Fee	\$
Region 10 Education Service Center	No Fee	\$
Region 8 Education Service Center (TIPS)	No Fee	\$ -
Region 16 Education Service Center (TexBuy Purchasing Cooperative)	No Fee	\$
Region 19 Education Service Center (Allied States)	No Fee	\$ -
Sourcewell	No Fee	\$ -
State of Texas Co-op Purchasing Program (TX Smart Buy)	Annual Fee	\$ 100
TASB BuyBoard	No Fee	\$ -
	<b>TOTAL:</b>	<b>\$ 200</b>