

**AGENDA OF RED OAK INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING  
Monday, November 13, 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 Monday, November 13, 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  
Pastor David Johnston, Senior Pastor of Highland Meadows Church, Red Oak
3. PLEDGES OF ALLEGIANCE  
Jurnee Gant, 5th Grade Student from Schupmann Elementary School
4. SUPERINTENDENT'S REPORT
  - A. Red Oak ISD Preventative Behavior Framework  
Angela Fitzgerald, Director of Counseling and Family Services and Melody Hawkins, Student Support Specialist
  - B. District Update  
Brenda Sanford, Superintendent
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6. ACTION ITEMS
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    2. Payment of Current Bills Over \$50,000 10
    3. Board Policy DEC (LOCAL) - Compensation and Benefits - Leaves and Absences 13
    4. Board Policy GKG (LOCAL) - Community Relations - School Volunteer Program 20
    5. Resolution of the Red Oak ISD Board to Employ or Accept as Volunteer Chaplains 22
    6. Interlocal Agreement with Region 10 Multi-Region Purchasing Cooperative for the 2024-2025 School Year 24
    7. Interlocal Cooperation Contract with Ellis County 40
    8. RFP #2022-11-01-A - ROISD - Food, Catering, and Related Services 44
  - B. Consideration and Approval of Addition of Qualified Broker to the 2023-2024 Investment Policy 46  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO
  - C. Consideration and Approval of Order Calling Bonds for Redemption and Other Matters Relating to Red Oak Independent School District Unlimited Tax Refunding Bonds, Series 2014 47  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO
  - D. Consideration and Approval of Resolution and Ballot of Election for the Ellis Appraisal District Board of Directors for 2024-2025 50  
Brenda Sanford, Superintendent
  - E. Consideration and Approval of Goodloe Stadium Track Resurfacing 55  
Kevin Freels, Assistant Superintendent of District Operations

F.	Consideration and Approval of School Health Advisory Council (SHAC) for the 2023-2024 School Year Sue Brown, Director of Health Services	73
G.	Consideration and Approval of Secondary Level New Course Proposals for the 2024-2025 School Year Lynn Dockery, Director of Curriculum and Instruction	74
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8.	CLOSED SESSION	
A.	Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.	
B.	Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.	
C.	Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.	
D.	Texas Government Code 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee	
	1. Personnel Matters	
	2. Superintendent Goals and Formative Evaluation	
E.	Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.	
F.	Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.	
G.	Texas Government Code 551.0821 - Personally identifiable information of Public School students.	
H.	Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.	
I.	Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.	
J.	Texas Government Code 551.086 - For the purpose of considering economic development negotiations.	
9.	RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION	
10.	ADJOURNMENT	

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

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

This notice was posted in compliance with the Open Meetings Act on November 9, 2023 at 4:30 p.m.

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Brenda Sanford, Superintendent  
(For the Board of Trustees)

## AUDIENCE PARTICIPATION SIGN-UP SHEET

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

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

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

Name (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.

**MINUTES OF THE  
RED OAK INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING  
Monday, October 23, 2023**

A Regular Meeting of the Board of Trustees of Red Oak ISD was held Monday, October 23, 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; Michelle Porter, Secretary; Sean Kelly; Donna Knight; Johnny Knight; and Brian Sebring.

The following Board members were absent: None.

2. INVOCATION

Mr. Sebring led the invocation.

3. PLEDGES OF ALLEGIANCE

Elias Cortez, 5th Grade Student from Red Oak Elementary School, led the Pledges of Allegiance to the American and Texas flags.

4. RECOGNITIONS

- A. 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.**

- B. Hawk Staff Spotlight  
Brenda Sanford, Superintendent

**The Board and Ms. Sanford recognized Ms. Kelsie Reeves, Nurse at Shields Elementary School, as the Hawk Staff Spotlight winner.**

- C. National Principals Month  
John Anderson, Board President

**The Board and Ms. Sanford recognized Red Oak ISD's Campus Principals as October is National Principals Month. Principals recognized were Merilee Stone of Red Oak Elementary; Ashley Jackson of Schupmann Elementary; Allyson Bell of Shields Elementary; Rachel Rector of Eastridge Elementary; Jessica Trezza of Wooden Elementary; Rob Waller of Red Oak Middle School; and Howard Gatewood of Red Oak High School.**

5. SUPERINTENDENT'S REPORT

- A. Red Oak ISD Preventative Behavior Framework  
Angela Fitzgerald, Director of Counseling and Family Services and Melody Hawkins, Student Support Specialist

**The Red Oak ISD Preventative Behavior Framework will be presented at the November 13, 2023 Board Meeting.**

- B. District Update  
Brenda Sanford, Superintendent

**Ms. Sanford did not give a District Update.**

6. OPEN FORUM

**No one spoke in Open Forum.**

7. ACTION ITEMS

- A. Consent Agenda

1. Minutes from School Board Special Meeting on September 14, 2023
2. Minutes from School Board Regular Meeting on September 18, 2023
3. Payment of Current Bills Over \$50,000
4. RFP #23-07-01 - ROISD - Special Education Services and Materials
5. Red Oak ISD Board of Trustees Standard Operating Procedures Manual

**Ms. Petersen made a motion to approve the Consent Agenda as presented. Mr. Knight seconded the motion. The motion passed 7 – 0.**

- B. Consideration and Approval of Financial Audit  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer

**Ms. Petersen made a motion to approve the Annual Financial Report for the fiscal year ending June 30, 2023. Mr. Sebring seconded the motion. The motion**

**passed 7 – 0.**

- C. Consideration and Approval of Annual Investment Report  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer

**Mr. Knight made a motion to approve the adoption of the list of qualified brokers as presented on page 39 of the Annual Investment Report. Mr. Sebring seconded the motion. The motion passed 7 – 0.**

- D. Consideration and Approval of New Middle School Bid Package 01: Earthwork and Utilities  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO and Julie Phillips, Director of Purchasing

**Mr. Kelly made a motion to approve the New Middle School Bid Package 01: Earthwork and Utilities, as detailed in the Joeris General Contractors proposal. Ms. Knight seconded the motion. The motion passed 7 – 0.**

8. INFORMATION ITEMS

- A. Bilingual / ESL Program Evaluation
- B. Campus Improvement Plans
  - 1. Eastridge Elementary
  - 2. Red Oak Elementary School
  - 3. Russell P. Schupmann Elementary School
  - 4. Donald T. Shields Elementary School
  - 5. H. A. Wooden Elementary School
  - 6. Red Oak Middle School
  - 7. Red Oak High School
- C. District Improvement Plan
- D. Enrollment Report
- E. Finance Report

9. CLOSED SESSION

**The Board convened into Closed Session at 7:27 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 and District Goals
- E. Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

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

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

**The Board reconvened back into Open Session at 7:56 p.m. Ms. Petersen made a motion to approve personnel recommendations as presented in Closed Session. Ms. Knight seconded the motion. The motion passed 7 – 0.**

11. ADJOURNMENT

**As there was no further business or action to be taken, the meeting adjourned at 7:57 p.m.**

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John Anderson, Board President

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Michelle Porter, Board Secretary

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
224186	METRO TINT TEXAS, DB	30,278.00	429 E 51 6299 00 995 3 99 SSG
224186	METRO TINT TEXAS, DB	34,839.95	429 E 51 6299 00 995 3 99 SSG
		65,117.95	Totals for 224186
224213	TXU ENERGY	33,999.91	199 E 51 6259 02 001 0 99 000
224213	TXU ENERGY	28,018.18	199 E 51 6259 02 041 0 99 000
224213	TXU ENERGY	7,636.98	199 E 51 6259 02 101 0 99 000
224213	TXU ENERGY	6,749.09	199 E 51 6259 02 102 0 99 000
224213	TXU ENERGY	5,796.42	199 E 51 6259 02 103 0 99 000
224213	TXU ENERGY	8,471.75	199 E 51 6259 02 105 0 99 000
224213	TXU ENERGY	6,313.58	199 E 51 6259 02 999 0 99 000
224213	TXU ENERGY	8,098.01	198 E 51 6259 02 999 0 99 000
224213	TXU ENERGY	3,665.25	199 E 51 6259 02 870 0 99 000
224213	TXU ENERGY	1,328.22	199 E 51 6259 02 996 0 99 000
224213	TXU ENERGY	1,901.73	199 E 51 6259 02 995 0 99 000
224213	TXU ENERGY	6,946.68	199 E 51 6259 02 001 0 22 000
		118,925.80	Totals for 224213
224311	METRO TINT TEXAS, DB	50,617.71	429 E 51 6299 00 995 3 99 SSG
		50,617.71	Totals for 224311
		234,661.46	Totals for checks

CHECK		ACCOUNT									
NUMBER	VENDOR	AMOUNT	NUMBER								
17881	LABATT FOOD SERVICE	117.26	240 E 35 6341 00 001 0 99 000								
17881	LABATT FOOD SERVICE	8,458.79	240 E 35 6341 00 001 0 99 000								
17881	LABATT FOOD SERVICE	852.69	240 E 35 6342 00 001 0 99 000								
17881	LABATT FOOD SERVICE	1,533.59	240 E 35 6341 00 001 0 99 000								
17881	LABATT FOOD SERVICE	440.91	240 E 35 6342 00 001 0 99 000								
17881	LABATT FOOD SERVICE	7,888.00	240 E 35 6341 00 041 0 99 000								
17881	LABATT FOOD SERVICE	628.21	240 E 35 6342 00 041 0 99 000								
17881	LABATT FOOD SERVICE	206.83	240 E 35 6341 00 041 0 99 000								
17881	LABATT FOOD SERVICE	166.86	240 E 35 6342 00 041 0 99 000								
17881	LABATT FOOD SERVICE	5,251.23	240 E 35 6341 00 041 0 99 000								
17881	LABATT FOOD SERVICE	320.76	240 E 35 6342 00 041 0 99 000								
17881	LABATT FOOD SERVICE	3,504.77	240 E 35 6341 00 101 0 99 000								
17881	LABATT FOOD SERVICE	290.30	240 E 35 6342 00 101 0 99 000								
17881	LABATT FOOD SERVICE	3,703.73	240 E 35 6341 00 102 0 99 000								
17881	LABATT FOOD SERVICE	480.38	240 E 35 6342 00 102 0 99 000								
17881	LABATT FOOD SERVICE	270.82	240 E 35 6341 00 102 0 99 000								
17881	LABATT FOOD SERVICE	32.85	240 E 35 6342 00 102 0 99 000								
17881	LABATT FOOD SERVICE	23.74	240 E 35 6341 00 102 0 99 000								
17881	LABATT FOOD SERVICE	3,917.68	240 E 35 6341 00 103 0 99 000								
17881	LABATT FOOD SERVICE	366.47	240 E 35 6342 00 103 0 99 000								
17881	LABATT FOOD SERVICE	70.04	240 E 35 6341 00 103 0 99 000								
17881	LABATT FOOD SERVICE	51.27	240 E 35 6341 00 103 0 99 000								
17881	LABATT FOOD SERVICE	4,256.81	240 E 35 6341 00 105 0 99 000								
17881	LABATT FOOD SERVICE	408.51	240 E 35 6342 00 105 0 99 000								
17881	LABATT FOOD SERVICE	140.08	240 E 35 6341 00 105 0 99 000								
17881	LABATT FOOD SERVICE	7,858.87	240 E 35 6341 00 107 0 99 000								
17881	LABATT FOOD SERVICE	756.10	240 E 35 6342 00 107 0 99 000								
17881	LABATT FOOD SERVICE	370.13	240 E 35 6341 00 107 0 99 000								
17881	LABATT FOOD SERVICE	278.01	240 E 35 6342 00 107 0 99 000								
17881	LABATT FOOD SERVICE	89.98	240 E 35 6341 00 107 0 99 000								
		52,735.67	Totals for 17881								
		52,735.67	Totals for checks								

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
12047	CORGAN ASSOCIATES IN	384,371.18	650 E 81 6629 00 999 0 99 000
		384,371.18	Totals for 12047
12048	DATAVOX, INC	186,711.99	699 E 53 6629 00 999 0 99 000
		186,711.99	Totals for 12048
12049	CORGAN ASSOCIATES IN	288,458.33	650 E 81 6629 00 999 0 99 000
		288,458.33	Totals for 12049
		859,541.50	Totals for checks



### 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.

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

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**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)

<i>Request for Leave</i>	<p>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.</p> <p>Discretionary use of state personal leave shall not exceed three consecutive workdays or ten total workdays in a school year.</p>
<b>Local Leave</b>	<p>Each employee shall earn five paid leave days per school year in accordance with administrative regulations.</p> <p>Local leave shall accumulate to a maximum of 45 leave days.</p> <p>Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]</p>
<b>Sick Leave Pool</b>	<p>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.</p> <p>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.</p> <p>The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:</p> <ol style="list-style-type: none"><li>1. Procedures to request the establishment of a sick leave pool;</li><li>2. The maximum number of days an employee may donate to a sick leave pool;</li><li>3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and</li><li>4. The return of unused days to donors.</li></ol>
<b>Appeal</b>	<p>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.</p>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

~~Peace Officers~~

**Mental Health Leave**

A District peace officer **or a full-time telecommunicator, as defined by law**, 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~~ **an eligible employee** 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:

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.

**Line of Duty Illness  
or Injury Leave of  
Absence**

**Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.**

**Family and Medical  
Leave**

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

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

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COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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.
<b>Temporary Disability Leave</b>	<p>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.]</p> <p>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.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
<b>Workers' Compensation</b>	<hr/> <p><b>Note:</b> 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.</p> <hr/> <p>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.</p>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

<p>No Paid Leave Offset</p>	<p>The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]</p>
<p><b>Court Appearances</b></p>	<p>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.</p> <p>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.</p>
<p><b>Payment for Accumulated Leave Upon Retirement</b></p>	<p>An employee who retires from the District shall be eligible for payment for accumulated state and local leave under the following conditions:</p> <ol style="list-style-type: none"><li>1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.</li><li>2. The employee retires at the end of the school year.</li><li>3. The employee provides advance written notice of intent to retire 60 days before the last day of instruction.</li><li>4. The employee has at least ten years of continuous service with the District immediately prior to retirement.</li><li>5. The employee has maintained a 95 percent attendance rate for each of the three years preceding retirement.</li></ol> <p>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.</p> <p>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.</p>
<p><b>Neutral Absence Control</b></p>	<p>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.</p>



### **ADD POLICY**

The District shall use volunteers to provide assistance in areas that:

1. Support and enhance teaching and learning;
2. Support the welfare of the students and/or staff; and
3. Support the District in other areas of need.

#### **Application**

All prospective volunteers shall submit an application form as provided by the District.

#### **Criminal History Record Check**

The District shall obtain the criminal history record for prospective volunteers when required by law or the District. Once received, the District shall determine the person's eligibility and inform approved volunteers when their services are to begin.

#### **Authority**

District volunteers shall work directly under the supervision of the campus principal or a District employee in accordance with administrative regulations.

Administrative regulations shall be established regarding the volunteer application process, qualifications, training, duties, and other relevant information about the District's volunteer program.

#### **Training**

Volunteers shall complete District training requirements prior to participating in the District's volunteer program.



## **Resolution of the Red Oak ISD Board to Employ or Accept as Volunteer Chaplains**

WHEREAS, Section 23.001 of the Texas Education Code permits the district to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the Board;

WHEREAS, Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a **record vote** between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the district to employ or accept as a volunteer a chaplain under Education Code Chapter 23;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Red Oak School District hereby:

Does not permit a district campus to employ or accept as a volunteer a chaplain to provide support, services, and programs for students at this time other than in the capacity currently allowed at Red Oak ISD.

Adopted this \_\_\_\_\_ day of November 2023, by the Board of Trustees.

Presiding officer's signature: \_\_\_\_\_

Secretary's signature: \_\_\_\_\_

Interlocal Agreement with Region 10 Multi-Region Purchasing Cooperative for the 2024-2025 School Year

**Presented for:**

Board Action     X     Report/Review Only                     

**Supporting documents:**

None                      Attached     X     Provided Later                     

**Contact Person:**

Victoria Ybarra, Director of Student Nutrition

**Background Information:**

Board approval is now required for the yearly Interlocal Agreement with Region 10 Multi-Region Purchasing Cooperative. In the past, this form only required superintendent signature and now requires board approval and signature of the board president.

**Fiscal Implications:**

None

**Administrative Recommendation:**

Administration recommends the approval of the Interlocal Agreement with Region 10 Multi-Region Purchasing Cooperative for the 2024-2025 School Year.



**ACTION REQUIRED!**  
**Due Date: February 29, 2024**

October 12, 2023

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY24-25

Dear Food Service Director Addressed:

Multi-Region Purchasing Cooperative (hereinafter "R10MRPC") requires all Interlocal Agreements (hereinafter "Agreement") to be approved by each Recipient Agency's (hereinafter "RA") Board of Directors. Completed Agreements must be submitted with proof of Board approval. R10MRPC is also utilizing an annual, single-year agreement that encompasses both membership roles and responsibilities along with bid participation for the Agreement term. Region 10 Education Service Center is the "Coordinating Entity and Fiscal Agent" for R10MRPC.

This packet includes the complete Interlocal Agreement for RAs participating in the School Nutrition Programs that wish to purchase foodservice products or services through the R10MRPC formally procured and awarded bids. If the RA does not plan to purchase from any of the awarded bids, there is no need to complete an Interlocal Agreement.

The **Interlocal Agreement** (pages 3-11) is both a "membership and participation" agreement that commences on July 1<sup>st</sup> and extends through June 30<sup>th</sup> of the following calendar year. By signing the Agreement, you are agreeing to the General Provisions of Member Roles and Responsibilities along with your bid participation selection(s) indicating your entity's purchasing commitment. Members are now required to provide estimated quantities for each product planned for each bid category selected. This is done through a specialized software created by R10MRPC called "Maestro Forecasting."

The Multi-Region Purchasing Cooperative is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded commercial-only vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC and growth in services and benefits offered. Studies indicate that school districts benefit through cooperative participation with considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continue to rise annually. Studies prove that schools participating in a child nutrition purchasing cooperative receive better pricing and higher selection of products with higher fill rates. Additional benefits of participating in the R10MRPC include reduced costs associated with advertising, paperwork, reduced time, and worry spent on the bidding process, as well as Industry-specific workshops, trainings, and technical support for child nutrition programs.

If I can be of further assistance in this matter, please contact me at 972-348-1448. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2024-2025 R10MRPC.

Sincerely,

Keri Warnick  
Program Coordinator

Enclosures

# **INTERLOCAL AGREEMENT**

**The following Interlocal Agreement (pages 3-11) is to be completed by all recipient agencies (RA) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.**

**This Interlocal Agreement is a one-year agreement for the school year 2024-2025 (July 1, 2024 through June 30, 2025). If completed, a fully executed copy will be returned to the RA and kept on file with R10MRPC indefinitely.**

**Each RA wishing to purchase from any procured and awarded bid must complete and sign all required pages. Each RA is asked to seriously consider which bids best fit their needs. R10MRPC requires forecasting of each product planned for purchase prior to all bid renewals and new bids through Maestro Forecasting, the customized software program.**

**The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees or Authorized Representative and returned no later than February 29, 2024. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.**

**Please return pages 3-11 of the Agreement fully executed.**

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**SY24-25: INTERLOCAL AGREEMENT**

*This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Recipient Agency (RA) is responsible for paying any vendors invoices for goods and services purchased by RA through the effective termination date. Region 10 ESC is the MRPC "Coordinating Entity and Fiscal Agent."*

**Contracting Parties**

<b>Region 10 Education Service Center</b> Fiscal Agent/Coordinating Entity	<b>057-950</b> County District Number	
District/Recipient Agency (RA)	RA County District Number	RA ID

**STATEMENT OF SERVICE'S TO BE PERFORMED**

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for RA's located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. There is no fee to join R10MRPC.

**MEMBERSHIP:**

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formally procured bids utilizing the competitive requests for proposals (RFP's) method to assist RAs with their fiscal budgetary needs. RAs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation or bid renewal, members are required to provide estimated quantities/forecast for each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Foods for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System & Safety Training (services)
7. Fresh Produce & Raw Meats
8. Fresh Bread
9. Milk Full-Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages
14. Coffee Bar Products

## **LIMITATION OF AGREEMENT:**

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each participating RA sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the RA may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

## **GENERAL PROVISIONS:**

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation. Adding a RA may "materially change the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the RA may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new RA may become effective upon any new bids, rebids being awarded, new fiscal year, or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the RA. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.

7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the member. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent. R10MRPC is not allowed to collect a profit from sales of processed commodities through our full-line grocery distributor. All revenue from processed commodities minus commodity bid expenses, is fully rebated to the members participating on the processed commodity bid.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

**Membership Term.** This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1<sup>st</sup> and will extend through June 30<sup>th</sup> of the following calendar year.

**Membership Fees.** No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture (USDA) does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration, direct operation, and growth in services or software programs offered by the Cooperative to the members that benefit their foodservice operation. RAs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

**Authorization to Participate.** The R10MRPC and each RA represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval is acceptable to R10MRPC is required. If your school does not have a Board of Directors, the authorized representative's signature is acceptable.

**Cooperation and Access.** Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the RA.

**Primary and Secondary Contact.** The RA agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the RA, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the RA. The RA reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

**Defense and Prosecution of Claims.** The RA authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The RA does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the RA by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the RA shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the RA hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Agreement.

**Governance.** R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulations. Procurement processes and procedures are governed by applicable law and regulation.

**Limitations of Liability.** The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

**Notice.** Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

**Acceptance of USDA Foods Sent for Further Processing.** The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal (RFP) for the processing of selected commodity foods donated by participating members. The R10MRPC, through the Fiscal Agent, is further granted the right to enter a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulations and guidance.

**Payment for Goods.** Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

#### **PARTY ROLES AND RESPONSIBILITIES:**

##### ***Role of the R10MRPC, through the Fiscal Agent:***

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement training as a group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests for Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
  - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
  - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c.
  - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
  - d. Texas Education Code 44.031 relating to purchasing contracts.
  - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its RAs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
  - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.

8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
  - a. Track and assist RAs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
  - b. Assist RAs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - c. Provide RAs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
  - d. Provide the list of commodity items to RAs for purposes of obtaining quantity requests. This is done using an online software program.
  - e. Receive quantity requests from RAs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
  - f. Provide a delivery schedule, on behalf of each RA, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each RA.
10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all RAs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
12. Provide RAs with procedures for ordering, delivery, and billing.
13. Mediate problems/concerns between vendors and RAs.
14. Provide RAs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the RA.
15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
16. Act ethically always and in accordance with all federal, state, and local guidelines.
17. Create and monitor/host an Advisory Committee. The Advisory Committee is a voluntary member committee with a 2-year commitment that meets quarterly. The Committee goals are to act as liaison between R10MRPC and the membership base if needed, communicate information received from TDA to R10MRPC as necessary, and review or sample products to assist in the streamlining of offered bid awards and best products.

***Role of the RA:***

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing from selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software Maestro Forecasting or as requested by the Program Coordinator during any single-year term of Participation.

5. Comply with all USDA and TDA regulations.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bid's that the RA is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a participating RA in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC if needed, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas, along with other tasks.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
  - a. The RA shall access the Web Based Supply Chain Management (WBSCM) system on a regular basis to effectively manage USDA Foods entitlement, food requests, and allocations.
  - b. The RA shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 Foodservice, ProcessorLink, or other) on a regular basis; and report inventory issues to R10MRPC.
  - c. The RA shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - d. The RA shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
  - e. The RA shall attend and/or access MRPC trainings on the management of the USDA Foods program.

**BID PARTICIPATION SELECTIONS for SY 2024-2025**

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/RA, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2024, through June 30, 2025.

The R10MRPC formally procures several competitive RFPs (Request for Proposals) on behalf of all participating members. Each member is required to complete this Bid Participation Agreement and forecast all products planned for purchase if they wish to utilize the R10MRPC awarded bids during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, ***please place a check mark to the left of each bid listed below that you “plan” to use during the SY 2024-2025.*** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, members should seriously consider each selected bid as member forecasting of each product planned on each selected bid is required prior to the release of a new bid or renewal bid.

	Full-Line Grocery, NOI/FFS Distributor
	USDA Foods For Further Processing
	Milk: Full-Service Delivery
	Fresh Bread
	Ice Cream Novelties
	Beverages (container)
	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

	Dispensed Fruit Beverages
	Chips & Snacks
	Fresh Meats and Produce
	Small Wares
	Kitchen Chemicals & Cleaning Supplies
	Sanitation Systems & Safety Training
	Coffee Bar Products

**Please provide us with your district main address as listed on your website or in directory:**

District Name	Campus/Bldg. Name				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding-bottom: 5px;">Street Number &amp; Name</td> <td style="width: 20%; border-bottom: 1px solid black; padding-bottom: 5px;">City</td> <td style="width: 10%; border-bottom: 1px solid black; padding-bottom: 5px;">State</td> <td style="width: 20%; border-bottom: 1px solid black; padding-bottom: 5px;">Zip Code</td> </tr> </table>		Street Number & Name	City	State	Zip Code
Street Number & Name	City	State	Zip Code		

## Interlocal Agreement for SY 2024-2025 Signature and Authorization Form

By signing this page, the RA confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2024, \_\_\_\_\_ and the Region 10 Education Service Center/Fiscal Agent  
District Name/Recipient Agency (RA)

enter into this Interlocal Agreement, including Bid Participation. As the authorized Agent for the Board of Trustees or Authorized Representative of the RA, I do hereby execute this Agreement on behalf of RA and intend to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

District/ Name	ESC Region	2023-2024 Enrollment
# Of Participating Campuses	County/Counties in Which Campuses are Located	
Printed Name: Primary Foodservice Contact	X  Signature: Primary Foodservice Contact	Date Signed
Email: Primary Contact	Phone: Primary Contact	
Printed Name: Secondary Foodservice Contact	Email: Secondary Foodservice Contact	
Phone: Secondary Foodservice Contact		

**Board of Director Approval (or authorized rep): Signature Below or Meeting Minutes are acceptable.**

Printed Name: Authorized Board Director (or Authorized Representative)	
X Signature: Authorized Board Director (or Authorized Representative)	Date Signed

**Email Completed Agreement to: [angela.mccrary@region10.org](mailto:angela.mccrary@region10.org)**  
**Below Area: For Region 10 MRPC Use Only**

R10MRPC Authorized Signature	Keri Warnick	Date Signed
Program Coordinator	972-348-1448	
Title of Contact Person	Office Phone	

## Bids Overview

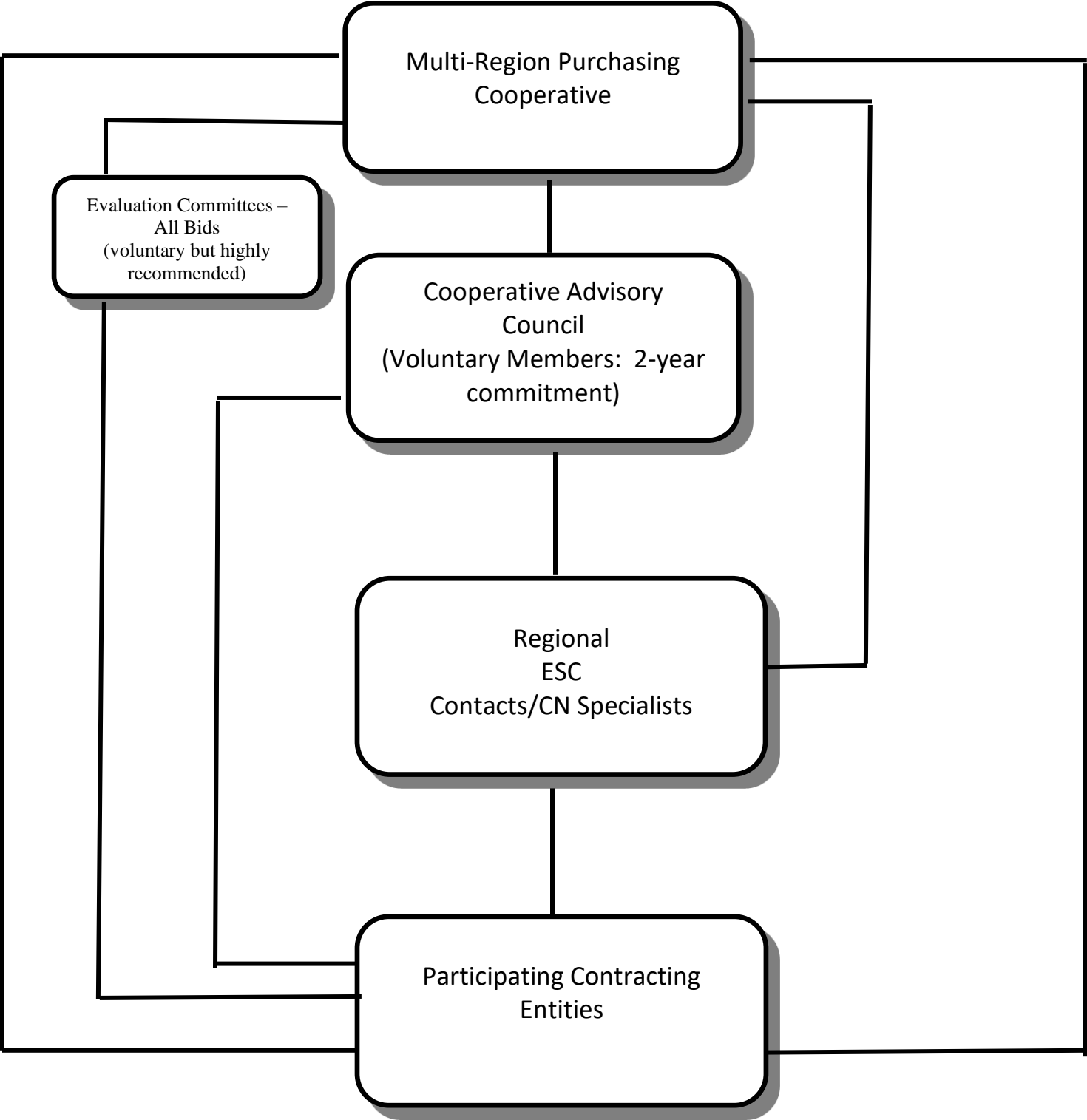
Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is the list of RFPs that will be offered in SY24-25 and information if they will be new or renewed.

Bid Category	Bid Description	SY23-24 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY24-25
Beverages - Container	Drinks in containers such as Coke, Dr Pepper, Gatorade, Water, etc....that meet Smart Snack and/or used for before or after school events if managed by foodservice	2022-01-12'	Yes	Coca Cola; Dr Pepper; Master's Distribution	3 of 5
Chips & Snacks	Smart Snack approved chips and snacks for a' la carte sales	2022-02-13'	Yes	Master's Distribution	3 of 5
Coffee Bar	Cold contained coffees, coffee beans or grounds, syrups, etc.... for Coffee Bars. Smart Snack compliant	2023-03	Yes	Caribou Coffee	2 of 5
Dispensed Fruit Beverages	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	2021-11	Yes	Trident Beverage	4 of 5
Fresh Bread	Direct delivery from bread vendor to campuses. Fresh bread products	2023-02	Yes	Bimbo Bakery, Flowers Bakery	2 of 5
Fresh Produce & Raw Meats	Fresh produce and raw meats; produce held to monthly market price	2023-04	Yes	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms; Hardie's; Freshpoint	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Full-Line Grocery, NOI & FFS	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	2021-02	TBD	Labatt	3 of 5
Ice Cream	Frozen Ice Cream novelties, delivered directly from vendor, smart snack compliant	2021-05	Yes	Blue Bonnet, Klement Distribution, Yumi Ice Cream	4 of 5
Kitchen Chemicals & Cleaning Supplies	Kitchen and cafeteria cleaning supplies such as chemicals, mops, gloves, as well as testing kits, etc....	2022-08	Yes	Complete Supply, Eco Lab, Kirby	3 of 5
Manufacturer Direct-to-District	Direct delivery in large quantities to approved RAs of commercial foods only. Must have a loading dock and ability to unload the truck and store large minimum drops of food product.	2021-08	TBD	TBD	1 of 5
Milk - Full Service Delivery	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed by some vendors	2023-01	Yes	Hiland Dairy; DFA: Oak Farms & Gandy's	2 of 5
Sanitation Systems & Safety Training	Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2021-15	Yes	SFS PortionPac	4 of 5
Small Wares	All types of small wares for foodservice needs	2022-09	Yes	Ace Mart, Sam Tell & Son, Strategic Equipment	3 of 5
USDA Foods for Further Processing	Processed USDA foods to be received through direct delivery, distributor or contracted warehouse	2021-22	Yes	Multiple processors approved by TDA	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Sanitation Systems & Safety Training 2	Supplemental Bid for Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2023-07	Yes	SFS PortionPac	2 of 5

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative



Interlocal Cooperation Agreement with Ellis County

**Presented for:**

Board Action   X  

Report/Review Only \_\_\_\_\_

**Supporting documents:**

None \_\_\_\_\_

Attached   X  

Provided Later \_\_\_\_\_

**Contact Person:**

Kevin Freels, Assistant Superintendent of District Operations

**Background Information:**

Each year we have approved an Interlocal Cooperation Agreement with Ellis County. This agreement allows ROISD to request assistance from the County for service via a work order request. The County will then set up a contract to complete the work and ROISD will agree to pay the County within 30 days of billing.

**Fiscal Implications:**

Any contracts with Ellis County will be paid for out of budgeted funds.

**Administrative Recommendation:**

The Administration recommends approval of the Interlocal Cooperation Agreement with Ellis County as presented.

**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS, TEXAS  
AND RED OAK ISD**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the “County”), and RED OAK ISD, a \_\_\_\_\_ of the State of Texas, hereinafter referred to as a (the “ISD”).

**WITNESSETH:**

**WHEREAS,** the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

**WHEREAS,** such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

**WHEREAS,** the function of service contracted for and to be provided by this Agreement is within the definition of “Governmental Function and Services” as defined by Section 791.003 of the Government Code; and

**WHEREAS,** the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

**NOW THEREFORE,** for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body’s authorized agent and ending on December 31st, 2024 (“Effective Period”).

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
  - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
  - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

**EXECUTED** in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ELLIS COUNTY, TEXAS**

By: \_\_\_\_\_  
 Todd B. Little, County Judge

**ATTEST:**

By: \_\_\_\_\_  
 Krystal C. Valdez, County Clerk

**RED OAK ISD**

By: \_\_\_\_\_  
 John Anderson, Board President

Attest:

\_\_\_\_\_  
 Michelle Porter, Board Secretary

# EXHIBIT A

## WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: \_\_\_\_\_

Basis of Authority to Provide Service: *Interlocal Agreement dated:* \_\_\_\_\_

*per Commissioners Count Minute Order* \_\_\_\_\_

Local Government Requesting Service: \_\_\_\_\_

Description of Project to be Undertaken: \_\_\_\_\_

Location of Project to be Undertaken: \_\_\_\_\_

Requested by: \_\_\_\_\_

*Kyle Butler*

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Todd Little*

*County Judge, Ellis County, Texas*

\*\*\*\*\*

ACCEPTED AND AGREED TO this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Signature:* \_\_\_\_\_

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

*On Behalf of:* \_\_\_\_\_

**2023-2024 Board Recommendation: RFP 2022-11-01-A 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-A) for ROISD-Food, Catering & Related was properly posted and released with an extended due date. The following responses were received for the month of November.

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

**Gravy and More, LLC**

**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 three (3) reviewed and evaluated the proposal. Administration recommends approving the following vendors for Food, Catering and Related:

**Gravy and More, LLC**

## SUMMARY EVALUATION FORM

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

**RFP # 2022-11-01-A**

	MAX POINTS	VENDOR <b>Gravy - Red Oak</b>
PARAMETERS:		
PURCHASE PRICE	20	18
REPUTATION OF VENDOR AND OF THE VENDOR'S GOODS AND SERVICES	20	20
QUALITY OF VENDOR'S GOODS AND SERVICES	20	20
THE EXTENT TO WHICH THE GOODS AND SERVICES MEET THE DISTRICT'S NEEDS	20	20
VENDOR'S PAST RELATIONSHIP WITH THE DISTRICT	5	1
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	3
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	93

to 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.



Order calling Bonds for Redemption and Other Matters Relating to Red Oak Independent School District Unlimited Tax Refunding Bonds, Series 2014

**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:**

On September 11, 2014, the District refunded outstanding debt obligations from bonds issued in 2004. The principal amount of the Series 2014 bond was \$8,610,000. The payoff of the Series 2014 bonds is scheduled to be paid off in August 2032.

Most bonds have an optional redemption feature that allows the bonds to be paid off prior to the actual maturity of the bonds. Another term that is often used is callable bonds. Most municipal bonds can be redeemed 10 years after the bonds were first issued. At the time of redemption, only the outstanding principal amount and any interest accrued up to that date will be paid. For the Series 2014 bonds, the first date these bonds can be redeemed is February 15, 2024.

In order to redeem the bonds prior to maturity, the School Board must approve the redemption of the bonds and then not less than 30 days prior to the redemption date, the District shall send a notice of redemption to each registered owner of the Bonds to be redeemed.

The current outstanding principal for the Series 2014 bonds is \$5,895,000. Future interest payments are \$1,019,800 that will not need to be paid, if the bonds are redeemed in February 2024. As part of the 2023-2024 budget development, it was determined that there would be sufficient fund balance to pay off the outstanding principal of the Series 2014 bonds and this amount was included in the Budget approved by the Board in June.

**Fiscal Implications:**

The District budgeted for this payment in the 2023-2024 Debt Service budget.

**Administrative Recommendation:**

Administration recommends the Board approve the Order Calling Bonds for Redemption and Other Matters Relating to Red Oak Independent School District Unlimited Tax Refunding Bonds, Series 2014.

ORDER CALLING BONDS FOR REDEMPTION AND OTHER  
MATTERS RELATING TO RED OAK INDEPENDENT SCHOOL  
DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2014

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

WHEREAS, the Board of Trustees of the Red Oak Independent School District (the “District”) heretofore authorized the issuance of, and sold, the Red Oak Independent School District Unlimited Tax Refunding Bonds, Series 2014 (the “Bonds”); and

WHEREAS, the District is authorized by law to redeem all or part of said outstanding Bonds; and

WHEREAS, the Board of Trustees of the District has determined to call for redemption prior to maturity on February 15, 2024, the following maturities of the Bonds (the “Redeemed Principal”), at a price of par, plus accrued interest:

<u>Maturity</u> (August 15)	<u>Principal Amount</u> <u>Outstanding (\$)</u>	<u>Principal Amount</u> <u>Redeemed (\$)</u>	<u>Principal Amount</u> <u>Remaining After</u> <u>Redemption (\$)</u>	<u>Interest Rate (%)</u>
2024	580,000	580,000	0	4.00
2025	605,000	605,000	0	3.50
2026	630,000	630,000	0	3.50
2027	650,000	650,000	0	3.50
2028	670,000	670,000	0	3.75
2029	660,000	660,000	0	3.75
2030	675,000	675,000	0	3.75
2031	700,000	700,000	0	3.75
2032	725,000	725,000	0	3.75
<b>Total</b>	<b>5,895,000</b>	<b>5,895,000</b>	<b>0</b>	

; and

WHEREAS, the District will, on or prior to February 15, 2024, deposit cash with the paying agent/registrar for the Redeemed Principal in an amount sufficient to pay such redemption price for the Redeemed Principal.

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

Section 1. RECITALS. The Board of Trustees of the District hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that said recitals are true and correct.

Section 2. AUTHORIZED OFFICER. The Superintendent and Chief Financial Officer of the District are hereby designated as the “Authorized Officers” of the District, and are hereby authorized, appointed, and designated as the officers or employees of the District authorized to act on behalf of the District in carrying out the procedures specified in this Order. Furthermore, any actions heretofore taken by any officer(s) of the District as a condition precedent to, or in furtherance of, the defeasance and redemption of the Bonds is hereby ratified, approved and confirmed.

Section 3. REDEMPTION AND NOTICE OF REDEMPTION. (i) The District hereby directs the Redeemed Principal to be called for early redemption on February 15, 2024, at the redemption price of par, plus accrued interest.

(ii) The paying agent/registrars for the Redeemed Principal is hereby directed to publish, mail and disseminate the appropriate notices of redemption and defeasance as required by the order authorizing the Bonds.

Section 4. NOTICE TO PAYING AGENT. Said Redeemed Principal is so called for redemption and BOKF, NA as the paying agent/registrars for the Redeemed Principal, is hereby directed to make appropriate arrangements so that the Redeemed Principal may be redeemed on the redemption date as set forth herein.

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Resolution and Ballot for Election for the Ellis Appraisal District Board of Directors for 2024-2025

**Presented for:**

Board Action   X   Report/Review Only                     

**Supporting documents:**

None                      Attached   X   Provided Later                     

**Contact Person:**

Brenda Sanford, Superintendent

**Background Information:**

Every other year each taxing unit within Ellis Appraisal District cast votes for the Board of Directors of the Ellis Appraisal District. There are 10 candidates nominated for 5 positions. Red Oak I.S.D. Board Members may choose to cast all of the District’s 408 votes for 1 candidate or distribute the votes among any number of candidates listed on the ballot.

This election is for 2024. SB2 becomes effective 7/1/2024 and Section 6.0301 requires another election to take place prior to December 31, 2024 to appoint five directors who will begin serving January 1, 2025. In that election, two of these appointed directors will serve a term of one year and three will serve a term of three years.

**Fiscal Implications:**

None.

**Administrative Recommendation:**

The Administration recommends consensus of the Board and approval of the Resolution of votes cast.

## 2024 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates:

*Rusty Ballard*

*Walter Erwin*

*Dani Muckleroy*

*Cornel Benford II*

*David Hurst*

*Machanta Newson*

*Travis Bruton*

*Rick Keeler*

*George Ricks*

*Sherron Mosley*

**Rusty Ballard** – Mr. Ballard was nominated by Ellis County. Mr. Ballard is a longtime resident of Ellis County and has lived primarily in the Forreton area for the past 40 years. Over the years Mr. Ballard has served the community in public office and city commissions for Ellis County and the City of Waxahachie. He received his Bachelor of Science degree in Criminal Justice from the University of Texas at Arlington and his Master of Science degree in Forensic Studies from Stevenson University. Mr. Ballard works as a claims investigator for CoventBridge Group LLC focusing on the insurance industry.

**Cornel Benford II** - Mr. Benford was nominated by the City of Glenn Heights. Mr. Benford earned his Bachelor of Science in Information Systems from DePaul University in Chicago. His career started in 2012 in California working for 3M. Since 2015 Mr. Benford began in the Pharmaceuticals Industry as a Primary Healthcare Representative I. Mr. Benford moved to Texas in 2017 and continued in the Healthcare arena as a Sales Representative at Pfizer, an Oncology Sales Representative for Ferring Pharmaceuticals, a Sales Representative at Romark Pharmaceuticals, and an ADHD Account Manager at Ironshore Pharmaceuticals. In 2022 Mr. Benford became a Solution Architect at Leica Biosystems.

**Travis Bruton** - Mr. Bruton was nominated by the City of Glenn Heights. Mr. Bruton earned his Bachelor of Business Administration in Finance at the University of Memphis and his Master of Business Administration at American Intercontinental University in Florida. His career started as an Accountant working with The ADT Corporation in Security Services in Florida. In 2013 Mr. Bruton moved to Texas to work with the Westwood Holding Group, followed by McKesson and Trinity Industries, Inc. as a Senior Accountant. In 2020, Mr. Bruton become the Principal Owner of Total Mortgage and Lending Solutions. He has served the City of Glenn Heights creating the first Youth Advisory Council and was elected in 2017 and 2021 as a City Councilman. He also served as the Vice Chair of the Small Cities Council with the National League of Cities.

**Walter Erwin** - Mr. Erwin was nominated by the City of Midlothian. Mr. Erwin has served on the Ellis Appraisal District Board of Directors as the Chairman of the Board of Directors in 2022 and 2023 and as a Member for a part of 2021. He was in the US Army Reserve from 1964-1971 while simultaneously earning his BBA from the University of Texas. From 1973-2018, he was the President and CEO of Erwin Distributing Co, Inc. DBA Wally's Party Factory while also founding Party Club of America and was co-owner/founder of Halloween and Party Expo, selling these businesses by 2018. Mr. Erwin remains the Managing Member of Erwin Properties, LP (I & II) and remains on the Ennis State Bank Board of Directors since 1985. He volunteered as the Vice-President of the Ennis Industrial Foundation in the 1970-80's and the Trinity River Authority of Texas from 1982-1993, serving as the President of their Board of Directors from 1991-1993.

**David Hurst** - Mr. Hurst was nominated by the City of Midlothian and Midlothian ISD. Mr. Hurst has served on the Ellis Appraisal District Board of Directors as a Member for a portion of 2023. He has been a resident of Ellis County since 1994. Mr. Hurst has been a licensed Texas Architect since September 1988 after graduating from the School of Architecture at the University of Texas. Professionally he has served as CEO for Integrated Builders from 2000-2008, Vice President of Southern Cross from 2009-2011 and is currently President of Falcon Construction Advisors. Mr. Hurst is the Former President and Chairman of the Board for Midlothian Economic Development Corporation.

## 2024 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates:

*Rusty Ballard*

*Cornel Benford II*

*Travis Bruton*

*Walter Erwin*

*David Hurst*

*Rick Keeler*

*Sherron Mosley*

*Dani Muckleroy*

*Machanta Newson*

*George Ricks*

**Richard (Rick) Keeler** - Mr. Keeler was nominated by the City of Midlothian. Mr. Keeler has served on the Ellis Appraisal District Board of Directors as a Member for 2022-2023. He has been a resident of Waxahachie since 1985, serving on the Waxahachie Planning and Zoning Commission as Chairman, on the City of Waxahachie Economic Development Commission and on the Steering Committee for the Waxahachie Economic Development Plan. He attended De Soto High School, received a BBA in Finance from Sam Houston State University and attended the School of Banking of the South at Louisiana State University. Professionally, Mr. Keeler has been with Options Real Estate Investments, Inc. since 1996, from 1981-1996 worked with Community and Commercial Banking and is a member of the Congress for the New Urbanism. He volunteers with Waxahachie Youth Baseball and the Waxahachie YMCA.

**Sherron Mosley** – Mr. Mosley was nominated by the City of Glenn Heights. He is a Real Estate Agent at JPAR-Arlington Real Estate and served as a Safety Officer at The Potter's House from 2017-2021. Mr. Mosley is a City Councilmember for the City of Glenn Heights.

**Dani Muckleroy** - Ms. Muckleroy was nominated by the City of Midlothian. Ms. Muckleroy has served on the Ellis Appraisal District Board of Directors as the Secretary for 2022-2023 and as a Member for a part of 2021. Ms. Muckleroy has been a resident of Ovilla for 28 years. She owned a retail gift shop in Duncanville for 14 years. She is a volunteer and supporter of several non-profit groups that meet the needs of marginal families with an emphasis on children. She has served on the Advisory Council of the Ellis County Salvation Army for 13 years and on the Board at Daniel's Den for one term. She presently serves, using her many years in accounting, on the Finance Committee of First United Methodist Church of Red Oak, understanding budgets and the reason for them. Ms. Muckleroy is a CASA volunteer and a mentor at Red Oak High School.

**Manchanta Newson** - Ms. Newson was nominated by the City of Glenn Heights. Ms. Newson earned her Bachelor of Social Work at Mississippi State University in 2003 and her Master of Science in Social Work in 2006 from the University of Tennessee. She started her career in 2006 as a Clinical Therapist and in 2007 moved into working in many different roles with the Department of Veterans Affairs, continuing currently as a Medical Foster Home Coordinator/Social Work Supervisor with the VA. Ms. Newson also is the Executive Director of Kennedy Kares in Glenn Heights and a Psychotherapist/Owner of Village Counseling & Consulting PLLC in Ovilla. She is a Licensed Clinical Social Worker in Texas and Tennessee and a Texas Board Approved Clinical Supervisor. Ms. Newson is a member of the Academy of Clinical Social Workers and an Active Member of the National Association of Social Workers. Ms. Newson has served as a City Councilmember for the City of Glenn Heights since 2017.

**George Ricks** - Mr. Ricks was nominated by the Midlothian ISD. Mr. Ricks graduated in 1977 with a Bachelor of Science in Chemical Engineering from the University of Oklahoma and in 1990 earned his Master of Business Administration from the University of Texas at Dallas. From 1977-2006 in Texas, he held positions including Petroleum Engineer, Sr. Drilling Engineer, Production Engineer, Contract Engineer, Sr. Engineering Specialist for companies such as Hunt Energy, Sunmark Exploration, May Petroleum, American Oil Partners, and Anadarko Petroleum Corporation. From 2007 to 2013, he was a Sr. Production Engineer for Reef Exploration, LP, and a Sr. Staff Operations Engineer for Pioneer Natural Resources from 2013-2019. Mr. Ricks retired in May of 2019.

OFFICIAL BALLOT  
TO  
ELECT THE 2024 BOARD OF DIRECTORS  
FOR THE ELLIS APPRAISAL DISTRICT


Issued to: **RED OAK ISD**

Number of Votes: **408**

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all of your votes for one candidate or divide your votes among any number of the candidates.

<u>CANDIDATES</u>	(listed alphabetically)
RUSTY BALLARD	_____
CORNEL BENFORD II	_____
TRAVIS BRUTON	_____
WALTER ERWIN	_____
DAVID HURST	_____
RICK KEELER	_____
SHERRON MOSLEY	_____
DANI MUCKLEROY	_____
MACHANTA NEWSON	_____
GEORGE RICKS	_____

Issued under my hand this 22<sup>nd</sup> day of October, 2023.

  
\_\_\_\_\_  
Kathy A. Rodrigue, RPA  
Chief Appraiser  
Ellis Appraisal District

**Texas Property Tax Code Sec. 6.03. Board of Directors.**

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director.

TAXING UNIT: \_\_\_\_\_

Resolution No. \_\_\_\_\_

RESOLUTION OF **VOTES CAST** TO ELECT DIRECTORS FOR THE ELLIS  
APPRAISAL DISTRICT FOR THE YEARS 2024-2025\*

WHEREAS, Section 6.03 (k) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the Ellis Appraisal District before December 15, 2023.

THEREFORE, the \_\_\_\_\_ submits the attached Official Ballot, as issued by the Chief Appraiser, stating the votes cast for candidates in the 2024-2025 Board of Directors' Election for the Ellis Appraisal District.

ACTION TAKEN this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in \_\_\_\_\_ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the Ellis Appraisal District.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_

\*This election is for 2024. SB2 becomes effective 7/1/2024 and Section 6.0301 requires another election to take place prior to December 31, 2024 to appoint five directors who will begin serving January 1, 2025.

In that election, two of these appointed directors will serve a term of one year and three will serve a term of three years. I am seeking counsel on how this will be determined, but do not have an answer yet. This is only to inform you, as I understand this new law, there will be another election in 2024.

Billy Goodloe Stadium Track Resurfacing

**Presented for:**

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

**Supporting documents:**

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

**Contact Person:**

Kevin Freels, Assistant Superintendent of District Operations  
Chris Anderson, Athletic Director  
Dr. Bill Johnston, CPA, Assistant Superintendent for Business Services/CFO

**Background Information:**

The condition of the track at Billy Goodloe Stadium deteriorates yearly. We have made reasonable efforts to repair the track over the last several years and new areas arise after the patching of existing surface. We have had several different companies come inspect the current track and make recommendations. All have stated the track, at some point, will have to be totally replaced because of the condition of the subsurface.

We received quotes on removing the existing surface and replacing it without doing any work to the existing subsurface. All vendors have noted that because of the subsurface they cannot guarantee the new surface will not become damaged from issues arising from the current subsurface.

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

Pro Track and Tennis, Inc.  
TGS Sports LLC  
Vibra-Whirl Sports, Ltd.  
Hellas Construction

**Fiscal Implications:**

Red Oak ISD received a proposal from Pro Track and Tennis INC. for \$228,000.00, excluding any contingencies or related expenses. ROISD would propose to budget an additional 10% in contingency fees of \$22,800.00 for a total of \$250,800.00. This amount will be funded through the Capital Projects budget.

**Administrative Recommendation:**

Administration recommends awarding the resurfacing of the track at Billy Goodloe Stadium to PRO Track and Tennis INC. for \$228,000.00 and a budgetary contingency of \$22,800.00 for the project through Buy Board Purchasing Cooperative Contract 641-21.

7409 N. 160<sup>th</sup> Street  
Bennington, NE 68007  
PH 402.238.2900  
PH 800.498.4395  
FX 402.238.2987  
[www.protrackandtennis.com](http://www.protrackandtennis.com)

# PRO TRACK AND TENNIS, INC.

Track Proposal



**INNOVATIVE  
EXPERIENCED  
PROFESSIONAL**

**We Proudly Present This Proposal To**

Mr. Chris Anderson  
Athletic Director  
Red Oak ISD-Red Oak Middle School  
154 Louise Ritter Blvd  
Red Oak, TX 75154  
Cell: 214-236-1350  
[Chris.anderson@redoakisd.org](mailto:Chris.anderson@redoakisd.org)

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## PROPOSED SYSTEM: PRO TRACK 2000

### POLYURETHANE BASE MAT WITH A SINGLE COMPONENT STRUCTURAL SPRAY SYSTEM

Pro Track and Tennis, Inc. proposes to install the following per the following specifications:

1. Remove existing system and haul off site from track oval. Install a new ½ in Polyurethane Base Mat with a BLACK Poly Structural Spray over the base mat. Includes Striping. Does not include runways or high jump pad. Attempt will be made to fix raised asphalt on track oval near high jump pad. No guarantee issue will be 100% eliminated.
2. Remove existing system and haul off site from one (1) pole vault runway. Install a new ½ in Polyurethane Base Mat with a BLACK Poly Structural Spray over the base mat. Includes Striping.



## **PART 1: GENERAL**

### **1.01 RELATED DOCUMENTS:**

- A. If Architectural or Engineering specifications and or drawings are involved those specifications will take precedence over the following where noted and determined suitable for the project.

### **1.02 SUMMARY:**

- A. Pro Track and Tennis, Inc. shall furnish all materials, labor, tools, and equipment necessary for the installation of the polyurethane rubber 1/2" synthetic track surface.
- B. The track will be laid out for line striping and event markings.

### **1.03 GOVERNING BODIES:**

- A. Codes and standards will follow the current guidelines set forth by the National Federation of State High School Associations (NFHS), the National Collegiate Athletic Association (NCAA) and the International Association of Athletics Association (IAAF). The NFHS rules shall be enforced where differences between the three associations are noted.
- B. The American Sports Builders Association (ASBA) track construction manual will be the reference source for all guidelines for construction.

### **1.04 SUBMITTALS:**

- A. One copy of the polyurethane binder manufacturer's product specification sheet.
- B. One synthetic surface sample.
- C. One copy of the Material Safety Data Sheets (MSDS) for each product to be used.
- D. One copy of the certificate that Pro Track and Tennis, Inc. is a member of the American Sports Builders Association in good standing.



## PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES

### 2.01 APPARATUS REMOVAL:

- A. All athletic equipment should be removed and or moved out of the way of the areas to be worked on. Items such as hurdles, high jump standards, landing pits etc.
- B. Portable objects such as benches, starting/observation decks etc should be removed.
- C. Rolled out crossing mates, carpets, plywood should be picked up and stored.
- D. Rolled out runway mats should be rolled up and stored if the respective runway surface is going to be worked on.

### 2.02 GROUNDSKEEPING:

- A. All edges of surface areas to be worked on should be treated as needed to kill all weeds. This should include weeds in cracks in the surface also. Applications should be repeated as needed to assure that the vegetation is killed off.
- B. Drainage issues should be addressed. If there are visible drainage problems where dirt and debris are deposited onto the track surface during a rain this should be addressed prior to the work starting.
- C. Severe leaching of weeds and sod/soil encroachment should be cut back and removed prior to Pro Track and Tennis beginning work. It sometimes takes days for the surface to dry out prior to being able to work on the surface.
- D. Any deposits of caked on dirt must be removed and cleaned. Built up dirt can trap moisture and may take days to completely dry out after cleaning and washing of the surface area.
- E. Sprinklers should be shut off four days prior to Pro Track and Tennis's arrival. The sprinklers can be run as long as the heads are adjusted not to spray water



onto the track. Wind blowing water onto the track should be taken into consideration.

- F. We recommend that the football field interior area be mowed prior to our arrival. We will accommodate, if possible, mowing during construction if there is a critical need.
- G. Fertilizing turf adjacent to the track surface is strictly prohibited. Fertilizer will damage and discolor the track surface.

### **2.03 SECURITY:**

- A. We recommend that the staff at the school be notified of the dates the track will be closed. Especially gym classes that may use the track and field during the renovation period.

*The successful and timely completion of your track renovation project relies on your cooperation. We thank you in advance for your commitment to the important items listed above.*

- B. The community should be notified if feasible to deter community walkers and joggers from attempting to enter the work area during installation.
- C. The work area should be secured as best as possible by locking all gates that will not be used and placing signage warning of the track being closed while during renovation.



## PART 3: PRODUCTS

### 3.01 SYNTHETIC SURFACING:

- A. The synthetic surface shall be Track Binder black base mat, permeable, paved in place. The rubber shall be recycled SBR granulates 1-3mm in gradation.
- B. The synthetic surface shall be an Aromatic One Component Polyurethane Structural Spray synthetic track surface, permeable, spray applied. The coatings will be applied in two coats to achieve the total lbs specified. The rubber shall be EPDM virgin granulates .5-1.5mm in gradation.

### 3.02 SYSTEM COMPONENTS:

- A. VEGETATION STERILANT: (Roundup or equal) shall be used to control vegetation along edges and in cracks as needed.
- B. ASPHALT EMULSION CRACK SEALANT: Asphalt Emulsion crack sealer shall be used for cracks in the substrate and existing rubber system as determined by the lead technician.
- C. LATEX BASED CRACK SEALANT: 100% latex Crack Flex shall be used on the existing rubber surface only as determined by the lead technician.
- D. POLYURETHANE CRACK SEALANT: single component pure polyurethane shall be used on cracks as determined by the lead technician.
- E. Note: The above crack sealers will be used as determined by the lead technician. All or just one may be used per job surface conditions, weather and temperatures.
- F. PATCHING MATERIAL: Track binder shall be mixed with 1-3 mm rubber granulates. The mixture shall be used to full depth patch areas where the existing synthetic surface is missing or is to be cut out and replaced.
- G. PRIMER: Primer shall be used to prime all substrates to receive the synthetic surface system. This will include cured asphalt, cured concrete.
- H. POLYURETHANE BINDER: Polyurethane binder shall be used in conjunction



with SBR rubber granulates to build the synthetic surface system to the desired depth. This material is batched, mixed and paved into place.

- I. POLYURETHANE STRUCTURAL SPRAY- An aromatic, one component Polyurethane Structural Spray shall be used in conjunction with EPDM rubber granulates. This material is batched, mixed and sprayed into place to achieve the total specified pounds.
- J. LINE PAINT: Wilko Paint No. 721-22 Track, Urethane Gloss White plus desired event colors marking paint or equal shall be used to stripe all lines and events or equal.

### 3.03 Rubber Surface Removal:

- A. The existing rubber surface will be removed and hauled off site for proper disposal.
- B. A specially designed scarper head attachment will be used to remove the surface. The head is designed for rubber track surface removal and does so with little to no damage to the asphalt sub-base.
- C. Some hand work may be needed.
- D. We do not express that all the existing surfaces will come up 100% due to irregularities in the substrate base and planarity.
- E. It is understood that once the rubber surface is removed that an inspection of the asphalt and or concrete substrate will be done to determine if any remedial work may need to be done
- F. This work will be done, if elected by the owner, by a negotiated change order.
- G. If the condition of the substrate is such that Pro Track and Tennis can't provide a warranty for the new rubber surface, this will be brought to the attention of the owner.
- H. Armor Crack Repair may be needed to cover any exposed cracks and this product comes with a 5-year warranty that the crack will not reappear or



telegraph through the new rubber surface. Armor Crack Repair will be installed, if elected by the owner, by a negotiated change order.

- I. The surface will be cleaned using mechanical power brooms and high pressure forced air machines.



## PART 4: SYSTEM INSTALLATION PROCESS

### 4.01 QUALITY ASSURANCE:

- A. The owner should have one designated person who all communication will go through during the course of the project.
- B. Pre-construction meeting. A meeting will be held on the track prior to any work beginning. The lead technician will go over the scope of work with the owner and answer any questions. The owner will be required to sign off on a production sheet attesting to the fact that this meeting took place.
- C. Material check off. The material will be inventoried with the owner to determine that the right amount of material has been shipped or brought to the job site.
- D. The owner's representative will be contacted daily by the lead technician to give a progress report.
- E. Post-construction meeting. A meeting will be held after the synthetic surface has been installed to ok the surface prior to painting the lines and events. A production sign off sheet will be reviewed with the owner at which time the owner will approve the project by signing off on the production sheet and evaluating our performance.
- F. Striping the track. The track may be striped at a later date from the completion of the surface. The striper will review the striping details with the owner, Athletic Director or Track Coach prior to painting of the lines and eve.

### 4.02 VEGETATION:

- A. Vegetation will be trimmed if needed on all edges to receive the synthetic surfacing.
- B. Please refer to PART 2 item 2.2

### 4.03 CLEANING:



- A. The entire surface areas to be coated will be blown off using high-pressure wind machines.
- B. Any areas that need additional attention will be wire brushed as needed.
- C. Heavily soiled areas may be power washed if deemed necessary.

#### **4.04 CRACK SEALING:**

- A. Cracks will be cleaned as needed using high-pressure air.
- B. Major cracks will be filled with a combination of products as determined by the field technician.
- C. Please see PART 3, 3.2, B, C and D for clarification of the different crack sealers. Poly based sealants will be used on this project.

#### **4.05 SYNTHETIC SURFACE INSTALLATION:**

##### **A. EXECUTION:**

- 1) SURFACE INSPECTION: Prior to the application of the synthetic track surface, the asphaltic or concrete base shall be inspected for conformity to planarity requirements. The surface shall not deviate more than 1/8-inch in 10 feet from the specified grade when checked with a 10-foot straightedge. The surface may also be flooded with water to determine if any "bird baths" or low areas exist. Any areas found not to be in conformance with the above requirements shall be repaired by others and allowed to cure prior to the application of the synthetic surface with compatible materials.
- 2) CURING: An asphaltic concrete base shall be allowed to cure a minimum of 14-21 days and a Portland Cement Concrete base shall be allowed to cure a minimum of 28 days and moisture content must be less than 3.0% prior to the commencement of this work.
- 3) CLEANING: The area to be surfaced is to be clean and free of any loose or foreign particles (dirt, oil, etc.) prior to the commencement of the work.

##### **B. BASE MAT:**



- 1) The base mat shall consist of a mixture of hundred percent (100%) polyurethane and SBR or optional EPDM rubber granules. No mineral or clay type fillers allowed.
- 2) The mixing ratio shall be a minimum 20% polyurethane binder as determined by the overall weight of rubber granules per mix.
- 3) Rubber granules shall consist of ambient ground SBR rubber crumb not less than 1mm and not more than 3mm. EPDM rubber may be used.
- 4) Rubber granules should consist of at least 15 pounds of recycled SBR rubber per square yard from an approved source.
- 5) Rubber granule dust and No 200 sieve not to exceed four percent (4%) of the total volume of rubber.
- 6) The binder shall be Polyurethane moisture cure. Please see attached specification sheet for details.
- 7) The base mat material shall be thoroughly mixed in a clean dry mechanical mixer until a homogenous mixture is obtained. No evidence of water may exist during the mixing of the material.
- 8) All containers shall be completely empty to ensure the proper ratio of mixture.
- 9) The mixture shall be at the ratio of not less than twenty percent (20%) binder to eighty percent (80%) granules. These proportions shall be based on total mixture.
- 10) No solvents or emulsified agents shall be used in the building to extend the curing of the mixture.
- 11) The substrate to receive the base mat system shall receive a prime coat of polyurethane Track Binder at the rate of five hundredths (.05) to seven-hundredths (.07) gallons per square yard.
- 12) The base mat shall be applied by mechanical means. The blended materials shall be applied to the substrate using a mechanically operated screed finisher. The screed bar must be electronically heated. No fuel



heaters shall be allowed. All hand rollers shall be electrically heated if used.

13) All joint work shall be troweled flush with the adjacent base mat. Cured joints shall have their edges primed with the base mat-binding agent prior to the application of the adjacent base mat.

14) The pot life of the base mat material mixture shall not be less than sixty (60) minutes from the time of the completed mix. All trowel work shall be done within this time. Any areas that are rough, high, and uneven or open in texture shall be sanded and filed prior to any finish work.

**C. PHYSICAL PROPERTIES OF FINISHED SURFACE:**

Thickness: 12mm average or as specified by the architect, engineer or owner.

Color: Black, Red, Beige, Green, Blue or as specified by owner.

NOTE: This proposal is for black or red.

Track Binder	Specs	Results
Thickness	ASTM D-2240	12-13mm minimum
Hardness	ASTM D-412	50+-5
Elongation	ASTM D-412	90%
Tensile Strength	ASTM D-412	0.75N/mm2
Compression Set	ASTM D-501	90% - 95% over 24 hour period
Abrasion Resistance	ASTM D-1984	0.25 Grams loss after 1,000 cycles
Coefficient of Friction	ASTM D-2632	Dry 0.7-0.75/Wet 0.6-0.65
Resilience	ASTM D-624	37% to 39%
Tear Resistance	ASTM D-501	50 to 65 psi

**4.06 SYNTHETIC SURFACE INSTALLATION:**



Pro Track and Tennis, Inc. | 800.498.4395 | [www.protrackandtennis.com](http://www.protrackandtennis.com)



**D. STRUCTURAL SPRAY:**

- 15) The polyurethane shall be single component structural spray. Aromatic color to be black or red. Other colors are available.
- 16) Rubber granules shall be EPDM not less than 0.5 mm and no more than 1.5 mm.
- 17) All containers shall be completely empty to ensure the proper ratio of mixture.
- 18) No solvents or emulsified agents shall be used in the building to extend the curing of the mixture.
- 19) The spray will be applied in two coats, in opposite directions to achieve the desired pounds per square yard coverage.

**E. PHYSICAL PROPERTIES OF FINISHED SURFACE:**

Thickness: 1-3 mm average or as specified by the architect, engineer or owner.  
Color: Black, Red, Beige, Green, Blue or as specified by owner.

NOTE: This proposal is for black or red.

Test	Specs	Results
Weight (lbs/gal)	ASTM D 1475	9 + or - 0.5
VOC	ASTM D 3960	0 lbs/gal
Solids by Volume	Calculated	100%
Flash Point	Pansky Martens Closed cup	150° F
Storage Stability	59°F-77°F	6 months
Viscosity	Brookfield	2400 CPS
Tensile Strength (psi)	ASTM 412	1000
Elongation	ASTM 412	100%



#### **4.07 LINES AND EVENT MARKINGS:**

- A. The track will be laid out as a 400 meter track
- B. The National Federation of State High Schools Association (NFHS) rules will apply.
- C. All painting will be reviewed with the proper school representative prior to painting.
- D. See attached diagram for events to be marked.
- E. Hurdles will be one direction.
- F. Three sets of numbers.
- G. Extra painting could be subject to a negotiated change order.

#### **4.08 JOB SITE CLEAN-UP:**

- A. The job site and all adjacent areas occupied during construction will be left clean.
- B. All job related debris will be cleaned up and disposed of properly off site.
- C. All unused material will be removed from the job site and recycled.



## PART 5: WARRANTY

Pro Track and Tennis, Inc. warrants its labor and materials for a period of five (5) years from the date of completion of work on any track. There is a five (5) year warranty on Armor Crack Repair. All work performed by Pro Track and Tennis, Inc. is warranted against peeling, chipping and flaking under normal use. Pro Track and Tennis, Inc. further warrants that any paint applied during the striping or resurfacing of any track or tennis court will not flake or peel for a period of two (2) years from the date application is completed.

Customer acknowledges that they are aware that Pro Track and Tennis, Inc. is not responsible for defects, cracks, patches or uneven surfaces in the substrate which is being resurfaced by Pro Track and Tennis, Inc. Pro Track and Tennis, Inc. does not warrant that existing cracks or patches in existing substrate surfaces will not open or continue to increase in size. Pro Track and Tennis, Inc. shall not warrant nor be in anyway be responsible for peeling of paint or damage to any surface caused by failure of customer to keep the surface free of debris, vegetation or dirt and shall further not be responsible for damage to painted surfaces or any other actions caused by the customer. Pro Track and Tennis, Inc. does not warrant separation of the coatings from the concrete base where the base lacks a vapor barrier. Lack of a vapor barrier can cause moisture to be retained under the coating, which will eventually result in lack of adhesion to the surface. Pro Track and Tennis, Inc. does not warrant separation of the coating or bubbling of the coating when moisture is present due to passing from below an asphalt or concrete base. In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects. Pro Track and Tennis, Inc. hereby agrees to perform any such repairs (weather permitting) promptly, after written notification of such claim from customer. Pro Track and Tennis, Inc. shall not be liable for any breach of any express or implied warranty except where expressly prohibited by applicable law.



# ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from October 24, 2023.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

*Please initial the appropriate boxes below to designate acceptance of the following options.*

<input type="checkbox"/>	<b>Base Bid #1: Remove Existing System &amp; Haul Off Site</b>	
	<b>½ in. Poly Base Mat with a Polyurethane Structural Spray System - BLACK</b>	
	Two hundred twenty-eight thousand dollars	<b>\$228,000.00</b>

<input type="checkbox"/>	<b>Option #1: Add to Base Bid #1-One Pole Vault Runway</b>	
	<b>½ in. Poly Base Mat with a Polyurethane Structural Spray System - BLACK</b>	
	Seven thousand dollars	<b>\$7,000.00</b>

**Due to current market conditions, all prices are subject to a surcharge before date of install**

**BUYBOARD #: 641-21**  
**Professional Track and Tennis, Inc**

Payment to be made as follows:

*A 40% down payment is due upon acceptance of proposal. The remainder is due the day the job is complete and accepted by the owner. \$4,000.00 may be withheld if striping is done at a later date. Any applicable taxes will be added to the total cost.*

**Acceptance**

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

_____ Signature	_____ Signature
_____ Print Red Oak ISD-Red Oak, TX	_____ Date _____ Print Pro Track and Tennis, Inc.



School Health Advisory Council (SHAC)

**Presented for:**

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

**Supporting documents:**

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

**Contact Person:**

Susan Brown, BSN, RN, Director of Health Services

**Background Information:**

The goal of the Red Oak ISD SHAC is to advise Red Oak ISD decision-makers regarding students’ needs and assets related to health knowledge and skills, regarding policies and procedures that impact student health, and regarding health of the school environment. *TAC Education Code 28.004*

**2023-2024 SHAC Committee Members:**

- Sue Brown (Student Health)
- Deb Harner (District Representative)
- Toshia Silva-Reyes (Parent/RPS)
- Porsche Colbert (Parent/RPS)
- Kendra Morris (Parent/DTS)
- Michelle Bluitt (Parent/DTS)
- Kally Roberts (Parent/EES)
- Karon Bennett (Parent/EES)
- Sicily Cooper (Parent/ ROE)
- Britnany Wright (Parent/ ROMS)
- Alma Sosa (Parent/HAW)
- William Jones (Parent/HAW)
- Cassie Street (Parent HS/ Community)
- Dr. Piantini (Community/ Medical)
- Allie Gaines (Community)
- Andrea Jones (ROISD/Counseling)
- Victoria Ybarra (ROISD Nutrition & Food Services)
- Angelia Fitzgerald (ROISD)
- Melody Hawkins (ROISD)
- Johnny Knight (ROISD/ Board Member)
- Donna Knight (ROISD Board Member)

**Fiscal Implications:**

None.

**Administrative Recommendation:**

Recommend approval of the Committee members.

**Secondary Level New Course Proposals for 2024-2025**

**Presented for:**

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

**Supporting documents:**

None \_\_\_\_\_ Attached \_\_\_\_\_X\_\_\_\_\_ Provided Later \_\_\_\_\_

**Contact Person:**

Lynn Dockery, Director of Curriculum & Instruction

**Background Information:**

In accordance with ROISD Policy EH (LOCAL), it is required that the ROISD School Board be presented with secondary courses scheduled to be added to the ROISD secondary curriculum.

**Fiscal Implications:**

If there is a need for resources for certain courses, the resources can be funded by current grants, curriculum and instruction, and campus budgets. The positions that are being presented for approval will not require extra FTEs.

**Administrative Recommendation:**

The administration recommends that the Board approve the new course proposal as presented in order to be in compliance with local and state policies.

Course Addition	What level/grade level is this course?	How does this fit in to the Red Oak vision, already set courses, and current programming?
<b>General Classes</b>		
Aquatic Science	10-12	This class offers hands on experience in learning about aquatic ecosystems as well as reinforces scientific standards taught in other sections. Students are able to learn about careers involving the environment as well as conduct investigations and field work regarding wildlife. It will allow them another option for the Distinguished Level of Achievement which requires 4 science credits.
<b>CTE Classes</b>		
Principles of Human Services	Level I, CTE - Grade 8	This class is being proposed to be taught at the 8th grade level.
Principles of Business, Marketing, and Finance	Level I, CTE - Grade 8	<p>This class is being proposed to be taught at the 8th grade level.</p> <p>In Principles of Business, Marketing, and Finance, students gain knowledge and skills in economies and private enterprise systems, the impact of global business, the marketing of goods and services, advertising, and product pricing. Students analyze the sales process and financial management principles.</p> <p>This foundational class will allow students in Marketing, Finance, and Business pathways to have a stronger foundation in a growing industry.</p>
Principles of Health Science	9-10	<p>The Principles of Health Science course is designed to provide an overview of the therapeutic, diagnostic, health informatics, support services, and biotechnology research and development systems of the health care industry.</p> <p>This class teaches the foundation of health science so that studnets have a better knowledge base before taking the Medical Terms course.</p>
Sports Entertainment Marketing	9-12	Sports Entertainment Marketing will provide students with a thorough understanding of the marketing concepts and theories that apply to sports and entertainment.
Fundamentals of Real Estate	Level 3, CTE - 11-12	This course contains the curriculum necessary to complete the pre-licensure education requirements of the Texas Real Estate Commission (TREC) to obtain a real estate salesperson license.
Firefighter I	*Dual credit through Navarro, students must meet their criteria. Student is responsible for tuition. 10-12	<p>Firefighter I will introduce students to firefighter safety and development.</p> <p>This class is an addition to the EMT program.</p>
Firefighter II	*Dual credit through Navarro, students must meet their criteria. Student is responsible for tuition. 11-12	<p>Firefighter II is the second course in the series for students studying firefighter safety and development.</p> <p>This class is in addition to the EMT program.</p>
Video Game Design	9-12	Video Game Design will allow students to explore one of the largest industries in the global marketplace and the new emerging careers it provides in the field of technology. Students will learn gaming, computerized gaming, evolution of gaming, artistic aspects of perspective, design, animation, technical concepts of collision theory, and programming logic. Students will participate in a simulation of a real video game design team while developing technical proficiency in constructing an original game design.

Course Addition	What level/grade level is this course?	How does this fit in to the Red Oak vision, already set courses, and current programming?
Landscape Design and Management	Level 2, CTE	<p>Landscape Design and Management is designed to develop an understanding of landscape design and management techniques and practices. To prepare for careers in horticultural systems, students must attain academic skills and knowledge related to horticultural systems and the workplace, and develop an understanding of career opportunities, entry requirements, and industry expectations.</p> <p>This class will create a new program of study for AG students in Plant Science.</p>
Turf Grass Management	Level 2, CTE	<p>Turf Grass Management is designed to develop an understanding of turf grass management techniques and practices. To prepare for careers in horticultural systems, students must attain academic skills and knowledge related to horticultural systems and the workplace, and develop an understanding of career opportunities, entry requirements, and industry expectations.</p> <p>This class will create a new program of study for AG students in Plant Science.</p>
Floral Design/Lab	Level 3, CTE	<p>Floral Design is designed to develop students' ability to identify and demonstrate the principles and techniques related to floral design as well as develop an understanding of the management of floral enterprises. Through the analysis of artistic floral styles and historical periods, students will develop respect for the traditions and contributions of diverse cultures. Students will respond to and analyze floral designs, thus contributing to the development of lifelong skills of making informed judgments and evaluations.</p> <p>This class allows Floral Design to be a student-run operation.</p> <p>This class will create a new program of study for AG students in Plant Science.</p>
Advanced Floral Design	Level 4, CTE - Grade 11-12	<p>In Advanced Floral Design, students gain advanced knowledge and skills specifically needed to enter the workforce as floral designers or as freelance floral event designers, with an emphasis on specialty designs and occasion-specific designs and planning. Students are also prepared to enter postsecondary certification or degree programs in floral design or special events design. Students build on the knowledge base from Floral Design and are introduced to more advanced floral design concepts. In addition, students gain knowledge of the design elements and planning techniques used to produce unique specialty floral designs that support the goals and objectives of an occasion or event.</p> <p>This class allows Floral Design to be a student-run operation.</p> <p>This class will create a new program of study for AG students in Plant Science.</p>
Masonry Technology II	Level 3, CTE	<p>Masonry Technology II is designed to further enhance the skills and knowledge of the beginning masonry student. For safety and liability considerations, limiting course enrollment to 15 students is recommended.</p> <p>Students enrolled and completing Masonry Technology I will be able to continue with their program of study.</p>
<b>Fine Arts Classes</b>		
Hip-Hop Dance Appreciation	9-12	<p>This course would fill a need for students on a non-traditional dance pathway to receive fine arts instruction that will allow them to earn their fine arts credit. This course will be primarily focused on students with little or no dance, which maximizes the potential for success in the non-traditional dance student. This also provides a pathway for students who are not interested in becoming dance performers to receive instruction in the subject area.</p>
Dance Team Technique	9-12	<p>This class forms the proper background for those interested in trying out for the high school Hawkette drill team program or just to improve in their dance technique. Dance styles studied will be jazz, high kick, pom, and other precision dance team styles. Students will also learn proper stretching to prevent injury, develop coordination, body form, flexibility, rhythm, and balance.</p>
Art Appreciation	9-12	<p>This course will fill an important need for students on a non-traditional art pathway to receive fine arts instruction that will allow them to earn a fine arts credit. This course will be primarily focused on students with little to no art creating experience, which maximizes the potential for success in the non-traditional art student.</p>

RED OAK ISD

Daily Enrollment & Attendance Analysis for the Day ending: 11-3-2023

RED OAK HIGH SCHOOL - 001		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
12th Grade	444	518	480	423	468	444	455
11th Grade	500	438	500	477	432	458	439
10th Grade	630	507	458	529	511	438	458
9th Grade	595	653	556	475	540	511	456
<b>Total Enrollment</b>	<b>2169</b>	<b>2116</b>	<b>1994</b>	<b>1904</b>	<b>1951</b>	<b>1851</b>	<b>1808</b>

Total Absences:	267
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Daily ADA	% of Attendance
1903.00	87.70
2ND SW ADA	% of Attendance
2040.15	94.02
Yearly ADA	% of Attendance
2047.95	94.68

2nd SW ADA Percentage Breakdown		
ROHS	11-3 Only	9-25 THRU 11-03
12th Grade	88.74	93.89
11th Grade	89.60	94.53
10th Grade	85.87	94.14
9th Grade	87.25	93.57

RED OAK MIDDLE SCHOOL - 04		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
8th Grade	554	543	588	498	470	503	478
7th Grade	512	518	512	544	514	447	480
6th Grade	473	490	492	486	529	487	433
<b>Total Enrollment</b>	<b>1539</b>	<b>1551</b>	<b>1592</b>	<b>1528</b>	<b>1513</b>	<b>1437</b>	<b>1391</b>

Total Absences:	155
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Daily ADA	% of Attendance
1384.00	89.93
2ND SW ADA	% of Attendance
1467.04	95.23
Yearly ADA	% of Attendance
1467.85	95.75

2nd SW ADA Percentage Breakdown		
ROMS	11-3 Only	9-25 THRU 11-03
8th Grade	88.99	94.91
7th Grade	88.65	95.40
6th Grade	92.41	95.43

ELLIS COUNTY JJAEP - 009		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
12th Grade	0						
11th Grade	0						
10th Grade	0						
9th Grade	3						
8th Grade	1						
7th Grade	0						
6th Grade	0						
5th Grade	0						
<b>Total Enrollment</b>	<b>4</b>						

Total Absences:	-
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Daily ADA	% of Attendance
-	-
2ND SW ADA	% of Attendance
-	-
Yearly ADA	% of Attendance
-	-

2nd SW ADA Percentage Breakdown		
JJAEP	11-3 Only	9-25 THRU 11-03
12th Grade		
11th Grade		
10th Grade		
9th Grade		
8th Grade		
7th Grade		
6th Grade		
5th Grade		

RED OAK ELEMENTARY - 101		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	104	70	113	107	98	113	113
4th Grade	73	99	75	108	116	100	106
3rd Grade	91	71	97	73	103	101	91
2nd Grade	73	89	68	95	78	94	101
1st Grade	85	73	94	72	94	81	90
Kinder	53	87	62	85	72	79	71
Pre-K	33	31	38	19	46	36	34
EE	19	19	22	24	15	15	14
<b>Total Enrollment</b>	<b>531</b>	<b>539</b>	<b>569</b>	<b>583</b>	<b>622</b>	<b>619</b>	<b>620</b>

Total Absences:	43.5
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Daily ADA	% of Attendance
468.00	91.69
2ND SW ADA	% of Attendance
475.63	94.61
Yearly ADA	% of Attendance
479.53	95.64

2nd SW ADA Percentage Breakdown		
ROE	11-3 Only	9-25 THRU 11-03
5th Grade	90.38	95.55
4th Grade	98.63	96.09
3rd Grade	91.21	94.65
2nd Grade	89.04	94.54
1st Grade	91.76	94.21
Kinder	88.68	93.30
Pre-K	96.97	91.36
EE	87.50	90.60

WOODEN ELEMENTARY - 102		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	82	92	96	85	118	97	93
4th Grade	98	76	87	85	97	112	94
3rd Grade	68	92	74	71	96	96	100
2nd Grade	82	59	87	79	83	98	91
1st Grade	91	79	60	88	85	78	91
Kinder	60	83	72	54	98	73	67
Pre-K	44	28	38	22	0	29	17
EE	1	2	1	3	1	3	4
<b>Total Enrollment</b>	<b>526</b>	<b>511</b>	<b>515</b>	<b>487</b>	<b>578</b>	<b>586</b>	<b>557</b>

Total Absences:	39
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Daily ADA	% of Attendance
464.00	92.25
2ND SW ADA	% of Attendance
475.31	94.99
Yearly ADA	% of Attendance
477.38	95.63

2nd SW ADA Percentage Breakdown		
HAW	11-3 Only	9-25 THRU 11-03
5th Grade	96.34	96.04
4th Grade	88.78	95.33
3rd Grade	97.06	96.63
2nd Grade	89.02	94.59
1st Grade	94.51	93.91
Kinder	86.67	94.01
Pre-K	95.45	93.01
EE	0.00	0.00

EASTRIDGE ELEMENTARY - 103		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	104	87	69	88	67	89	80
4th Grade	83	99	75	61	75	61	91
3rd Grade	95	77	89	76	56	79	67
2nd Grade	86	89	67	72	70	62	73
1st Grade	79	80	86	61	78	76	65
Kinder	68	71	68	67	64	64	63
Pre-K	21	21	21	14	32	14	21
EE	1	3	4	3	2	1	3
<b>Total Enrollment</b>	<b>537</b>	<b>527</b>	<b>479</b>	<b>442</b>	<b>444</b>	<b>446</b>	<b>463</b>

Total Absences:	68
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Daily ADA	% of Attendance
457.50	87.06
2ND SW ADA	% of Attendance
494.09	94.05
Yearly ADA	% of Attendance
499.47	95.26

2nd SW ADA Percentage Breakdown		
EES	11-3 Only	9-25 THRU 11-03
5th Grade	90.38	95.27
4th Grade	87.95	94.88
3rd Grade	84.21	94.10
2nd Grade	87.21	94.16
1st Grade	84.81	93.29
Kinder	88.24	92.54
Pre-K	80.95	89.45
EE	0.00	0.00

SHIELDS ELEMENTARY - 105		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	84	109	100	88	104	116	106
4th Grade	82	83	107	86	91	95	111
3rd Grade	99	76	74	88	85	88	90
2nd Grade	93	93	77	73	93	75	84
1st Grade	91	83	79	75	73	89	70
Kinder	86	85	78	67	78	70	83
Pre-K	42	44	34	16	35	25	16
EE	21	25	22	17	10	15	11
<b>Total Enrollment</b>	<b>598</b>	<b>598</b>	<b>571</b>	<b>510</b>	<b>569</b>	<b>573</b>	<b>571</b>

Total Absences:	71.5
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Daily ADA	% of Attendance
495.50	87.39
2ND SW ADA	% of Attendance
530.62	94.49
Yearly ADA	% of Attendance
528.58	94.97

2nd SW ADA Percentage Breakdown		
DTS	11-3 Only	9-25 THRU 11-03
5th Grade	86.75	94.49
4th Grade	84.15	95.53
3rd Grade	88.89	96.00
2nd Grade	87.10	95.43
1st Grade	90.11	94.30
Kinder	91.76	93.75
Pre-K	76.74	89.27
EE	72.00	84.10

SCHUPMANN - 107		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	111	113	109	90	74	75	82
4th Grade	119	104	98	81	75	60	69
3rd Grade	125	116	98	83	68	71	61
2nd Grade	98	121	94	90	69	63	63
1st Grade	93	103	109	85	62	65	63
Kinder	91	94	104	88	68	49	61
Pre-K	61	30	36	27	22	11	19
EE	3	5	2	5	3	2	5
<b>Total Enrollment</b>	<b>701</b>	<b>686</b>	<b>650</b>	<b>549</b>	<b>441</b>	<b>396</b>	<b>423</b>

Total Absences:	69.5
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Daily ADA	% of Attendance
599.50	89.61
2ND SW ADA	% of Attendance
631.30	94.64
Yearly ADA	% of Attendance
630.84	95.35

2nd SW ADA Percentage Breakdown		
RPS	11-3 Only	9-25 THRU 11-03
5th Grade	89.19	95.86
4th Grade	92.44	95.55
3rd Grade	91.20	94.37
2nd Grade	88.78	95.61
1st Grade	88.30	94.32
Kinder	89.01	92.79
Pre-K	82.26	91.28
EE	0.00	0.00

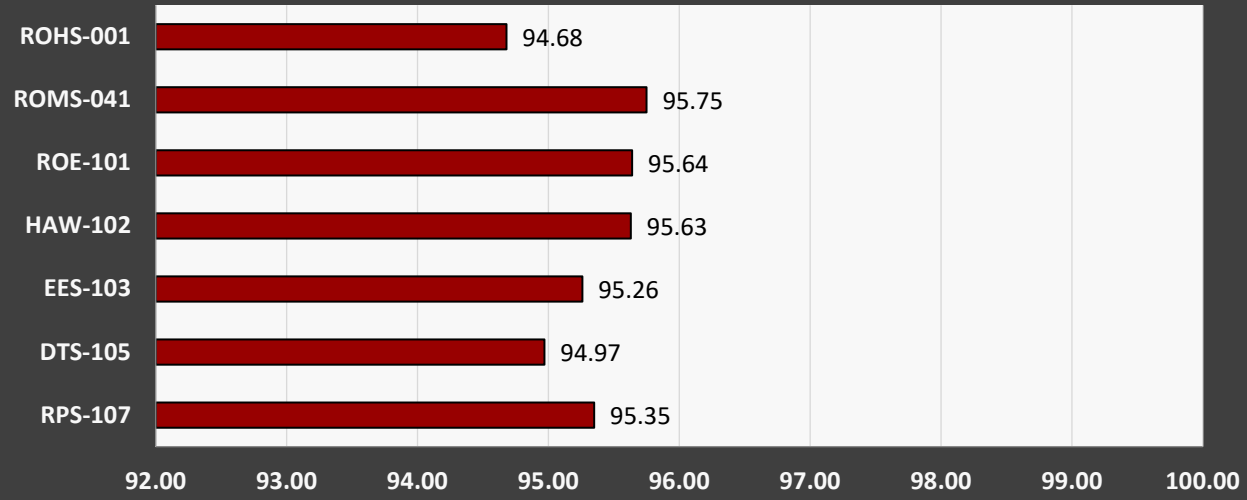
ROISD Enrollment/Grade Level		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
12th Grade	444	518	480	423	468	444	455
11th Grade	500	438	500	477	432	458	439
10th Grade	630	508	458	529	511	438	458
9th Grade	598	654	556	475	540	511	456
8th Grade	555	545	588	498	470	503	478
7th Grade	512	518	512	544	514	447	480
6th Grade	473	490	492	486	529	487	433
5th Grade	485	471	487	458	461	490	474
4th Grade	455	461	442	421	454	428	471
3rd Grade	478	432	432	391	408	435	409
2nd Grade	432	451	393	409	393	392	412
1st Grade	439	418	428	381	392	389	379
Kinder	358	420	384	361	380	335	345
Pre-K	201	154	167	98	135	115	107
EE	45	54	51	52	31	36	37
<b>Total Enrollment</b>	<b>6605</b>	<b>6532</b>	<b>6370</b>	<b>6003</b>	<b>6118</b>	<b>5908</b>	<b>5833</b>

Total Absences:	713.5
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Daily ADA	% of Attendance
5771.50	89.02
2ND SW ADA	% of Attendance
6114.13	94.53
Yearly ADA	% of Attendance
6131.58	95.22

ROISD Campus YRLY SUM		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
ROHS-001	2169	2116	1994	1904	1951	1851	1808
ROMS-041	1539	1551	1592	1528	1513	1437	1391
ROE-101	531	539	569	583	622	619	620
HAW-102	526	511	515	487	578	586	557
EES-103	537	527	479	442	444	446	463
DTS-105	598	598	571	510	569	573	571
RPS-107	701	686	650	549	441	396	423
<b>Total Enrollment</b>	<b>6601</b>	<b>6528</b>	<b>6370</b>	<b>6003</b>	<b>6118</b>	<b>5908</b>	<b>5833</b>

### CAMPUS ADA PERCENTAGE - YTD



YEAR TO DATE	
ROHS-001	94.68
ROMS-041	95.75
ROE-101	95.64
HAW-102	95.63
EES-103	95.26
DTS-105	94.97
RPS-107	95.35



# Monthly Financial Report

November 2023

## RED OAK ISD-TAX COLLECTIONS

### *Monthly Tax Collections*

*As of October 31, 2023*

#### GENERAL FUND

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	(7,928)	207,533	29,086,405	0.71%
DELINQUENT TAX COLLECTED	58,142	71,226	200,000	35.61%
PENALTIES AND INTEREST COLLECTED	21,253	57,525	175,000	32.87%
<b>TOTAL FUNDS COLLECTED</b>	<b>71,467</b>	<b>336,284</b>	<b>29,461,405</b>	<b>1.14%</b>

#### DEBT SERVICE

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	(2,927)	76,617	13,900,798	0.55%
DELINQUENT TAX COLLECTED	20,968	25,858	50,000	51.72%
PENALTIES AND INTEREST COLLECTED	7,496	20,909	30,000	69.70%
<b>TOTAL FUNDS COLLECTED</b>	<b>25,537</b>	<b>123,384</b>	<b>13,980,798</b>	<b>0.88%</b>

<b>TOTAL TAX COLLECTIONS</b>	<b>97,005</b>	<b>459,668</b>	<b>43,442,203</b>	<b>1.06%</b>
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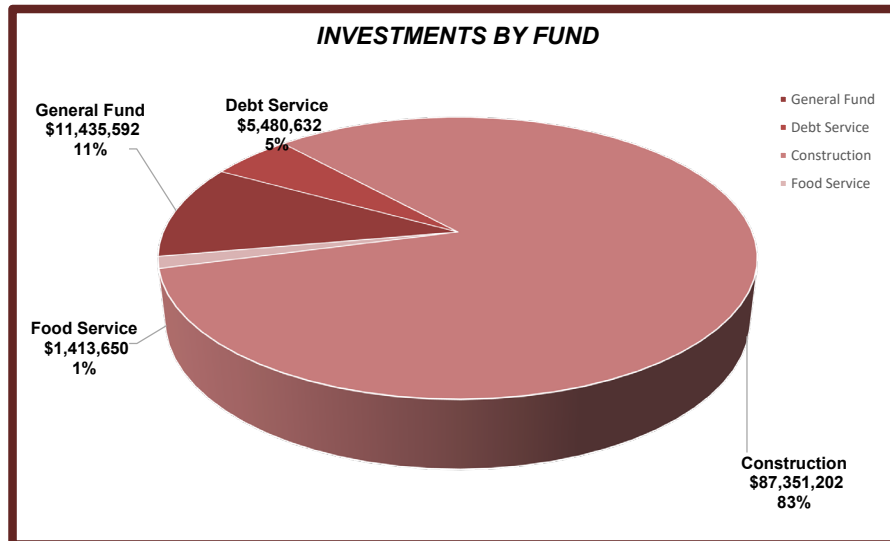
**Red Oak Independent School District**  
**Investment Summary Report**  
**As of October 31, 2023**

INVESTMENT POOL ACCOUNTS	BEGINNING BALANCE 10/01/2023	DEPOSITS	WITHDRAWALS	INTEREST FOR MONTH	ENDING BALANCE 10/31/2023	INTEREST RATE	INTEREST YEAR TO DATE
<b>TEXSTAR</b>							
General Fund	\$ 10,246.81	\$ -	\$ -	46.32	\$ 10,293.13	5.3231%	\$ 180.49
Construction	\$ 50,168,907.64	\$ -	\$ -	226,787.88	\$ 50,395,695.52	5.3231%	\$ 395,695.52
<b>TEXPOOL</b>							
General/Construction Fund	2,594.75	-	-	11.78	2,606.53	5.3742%	45.83
Money Market	1,496.79	-	-	6.82	1,503.61	5.3742%	26.72
<b>FIRST PUBLIC-GOV.OVERNIGHT</b>							
General Fund	11,702,626.80	6,799,930.99	7,139,612.95	58,244.02	11,421,188.86	5.3238%	234,821.62
Debt Service	5,430,470.01	25,537.46	-	24,624.35	5,480,631.82	5.3238%	118,396.92
Construction	37,351,880.72	3,554,815.32	4,104,815.32	153,626.02	36,955,506.74	5.3238%	651,543.35
Food Service	1,218,712.51	489,612.95	300,000.00	5,324.63	1,413,650.09	5.3238%	18,729.42
<b>TOTAL INVESTMENT POOLS</b>	<b>\$ 105,886,936</b>	<b>\$ 10,869,897</b>	<b>\$ 11,544,428</b>	<b>\$ 468,672</b>	<b>\$ 105,681,076</b>		<b>1,419,439.87</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

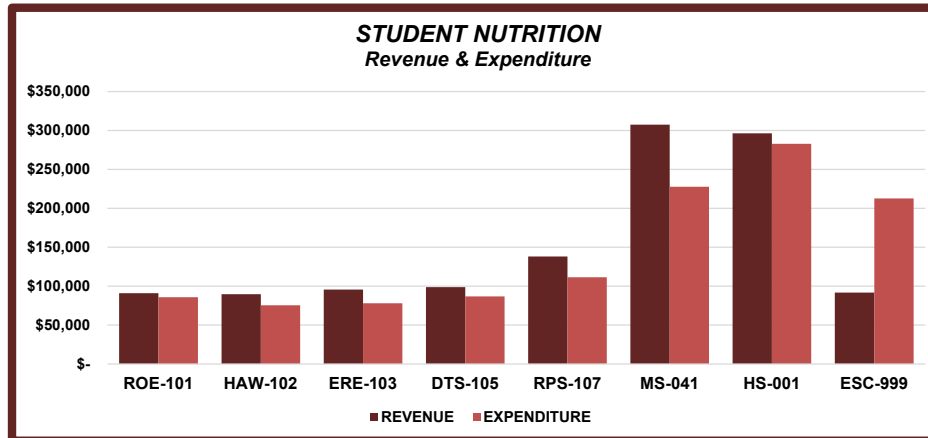
\_\_\_\_\_  
 (signature on file)  
 Sandra King, RTSBA  
 Finance Coordinator



**Red Oak ISD - Student Nutrition**  
*Revenue / Expenditure Detail*  
 As of October 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>	177	130	171	212	270	525	260	0	1,745
<b>Lunch</b>	335	338	344	349	496	1177	1081	0	4,120
<b>Afterschool</b>	21	18	27	34	34	0	0	0	134

	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	\$ 18,687	\$ 20,266	\$ 22,592	\$ 21,895	\$ 24,892	\$ 72,813	\$ 107,717	\$ 68,239	\$ 357,101	\$ 872,572	41%
58xx State Matching	-	-	-	-	-	-	-	23,472	\$ 23,472	60,000	39%
5921 Federal - Breakfast	16,827	13,131	17,136	20,484	27,550	50,421	23,955	-	\$ 169,504	310,000	55%
5922 Federal - Lunch	55,516	56,391	55,835	56,318	85,717	184,147	164,685	-	\$ 658,610	1,505,000	44%
5923 USDA Commodities	-	-	-	-	-	-	-	-	\$ -	120,000	0%
5939/49 Other Revenue	-	-	-	-	-	-	-	-	\$ -	103,000	0%
<b>TOTAL REVENUE</b>	<b>\$ 91,031</b>	<b>\$ 89,788</b>	<b>\$ 95,563</b>	<b>\$ 98,697</b>	<b>\$ 138,159</b>	<b>\$ 307,381</b>	<b>\$ 296,358</b>	<b>\$ 91,711</b>	<b>\$ 1,208,687</b>	<b>\$ 2,970,572</b>	<b>41%</b>
61xx Payroll	\$ 38,981	\$ 26,933	\$ 29,454	\$ 33,211	\$ 44,118	\$ 69,948	\$ 127,497	\$ 139,781	\$ 509,924	\$ 1,673,672	30%
62xx Contracted Services	1,431	1,257	1,085	2,658	2,252	2,167	4,546	4,944	\$ 20,342	83,200	24%
63xx Supplies	45,384	47,193	47,618	50,884	65,169	155,674	150,908	58,918	\$ 621,747	2,191,700	28%
64xx Travel / Miscellaneous	-	-	-	-	-	-	-	3,304	\$ 3,304	22,000	15%
66xx Capital Outlay	-	-	-	-	-	-	-	5,742	\$ 5,742	-	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 85,796</b>	<b>\$ 75,383</b>	<b>\$ 78,157</b>	<b>\$ 86,753</b>	<b>\$ 111,539</b>	<b>\$ 227,789</b>	<b>\$ 282,951</b>	<b>\$ 212,689</b>	<b>\$ 1,161,058</b>	<b>\$ 3,970,572</b>	<b>29%</b>
<b>Other Sources (Uses)</b>											
Operating Transfers In											
Revenue Over (Under) Expenditures	\$ 5,235	\$ 14,405	\$ 17,406	\$ 11,944	\$ 26,619	\$ 79,591	\$ 13,406	\$ (120,978)	\$ 47,629	\$ (1,000,000)	



**Red Oak ISD - Debt Service Fund**  
*Revenue / Expenditure Detail*  
*As of October 31, 2023*

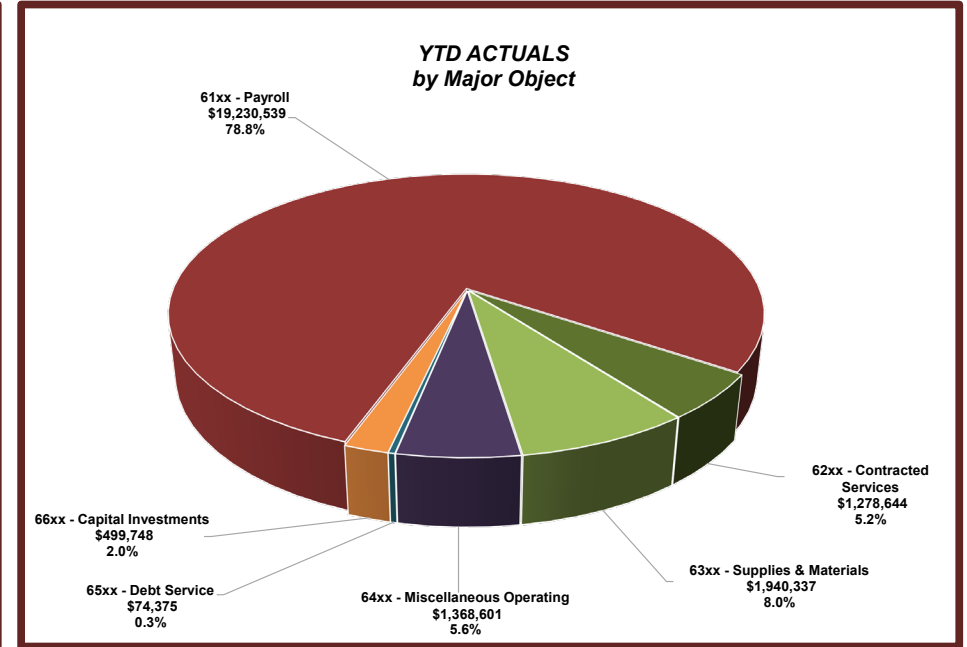
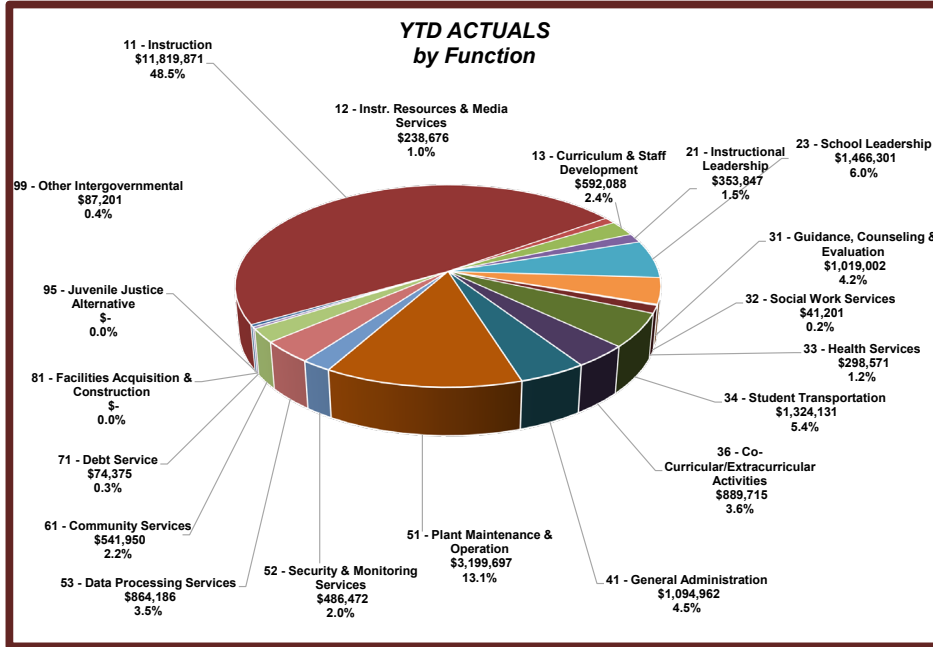
	Original Budget	YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget
<b>Revenues</b>					
57xx Local	\$ 14,125,798	\$ 289,771	\$ -	\$ 13,836,027	2.05%
58xx State	400,000	-	-	400,000	0.00%
<b>TOTAL</b>	<b>\$ 14,525,798</b>	<b>\$ 289,771</b>	<b>\$ -</b>	<b>\$ 14,236,027</b>	<b>1.99%</b>
<b>Expenditures</b>					
71 Debt Service	\$ 16,189,688	3,748,386	\$ -	\$ 12,441,302	23.15%
<b>TOTAL</b>	<b>\$ 16,189,688</b>	<b>\$ 3,748,386</b>	<b>\$ -</b>	<b>\$ 12,441,302</b>	<b>23.15%</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>
<b>Revenue Over (Under) Expenditures</b>	<b>\$ (1,663,890)</b>	<b>\$ (3,458,615)</b>	<b>\$ -</b>	<b>\$ 1,794,725</b>	

**Red Oak ISD - General Fund**  
**Revenue/Expenditure Detail**  
**As of October 31, 2023**

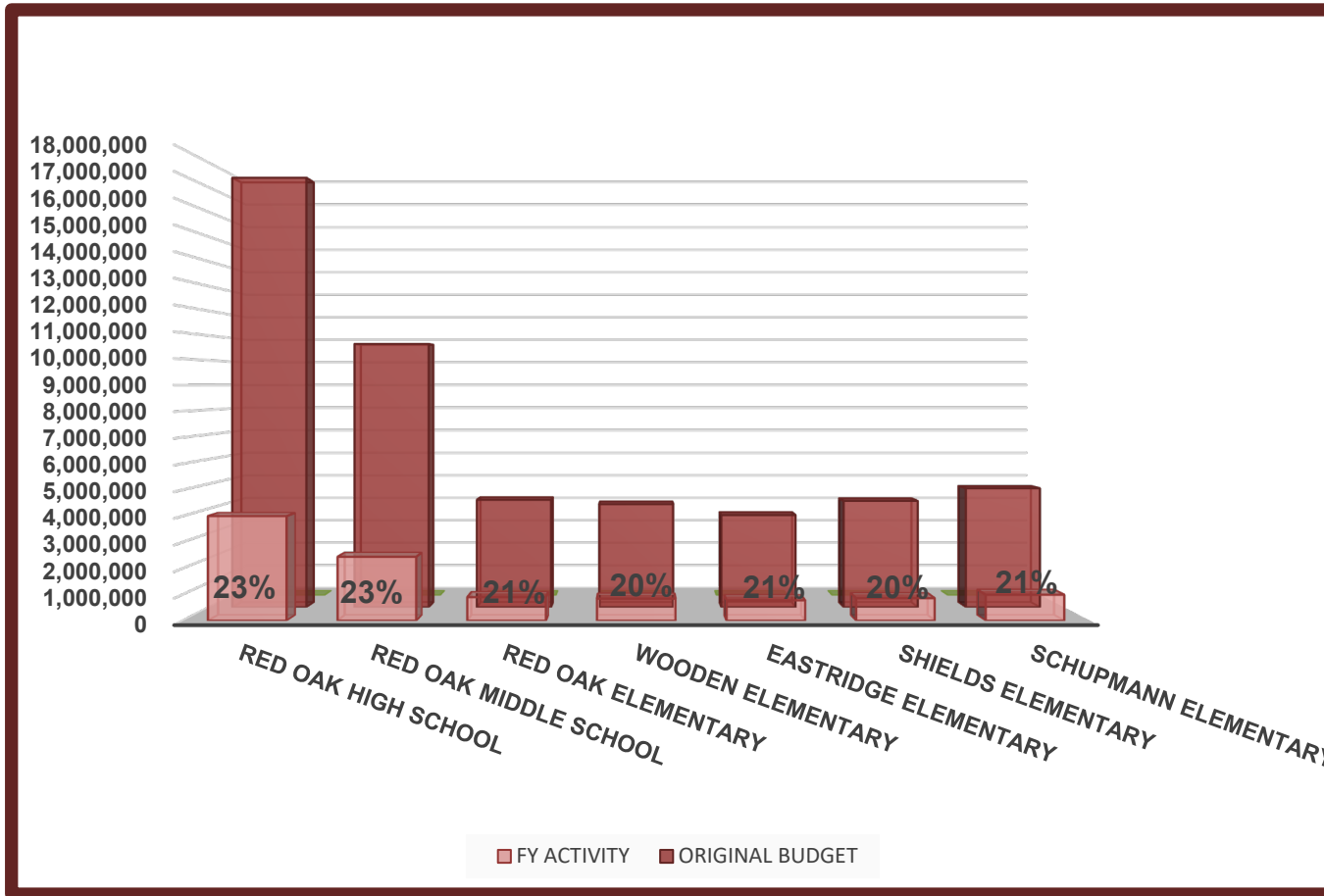
	Amended Budget	2023-2024 YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget	2022-2023 YTD Actuals (Audited)	YTD Actuals Variance
<b>Revenues</b>							
57xx Local	\$ 31,412,964	\$ 953,311	\$ -	\$ 30,873,688	3.03%	\$ 816,132	\$ 137,179
58xx State	40,239,748	14,034,729	-	39,688,188	34.88%	14,244,151	(209,422)
59xx Federal	1,250,000	437,797	-	825,683	35.02%	55,170	382,626
<b>TOTAL</b>	<b>\$ 72,902,712</b>	<b>\$ 15,425,837</b>	<b>\$ -</b>	<b>\$ 71,387,559</b>	<b>21%</b>	<b>\$ 15,115,453</b>	<b>\$ 310,384</b>
<b>Expenditures</b>							
11 Instruction	\$ 37,044,972	\$ 11,819,871	\$ 375,370	\$ 34,966,489	32.92%	\$ 10,897,314	\$ 922,557
12 Instr. Resources & Media Services	920,129	238,676	14,443	876,587	27.51%	251,890	(13,215)
13 Curriculum & Staff Development	2,182,928	592,088	11,693	2,001,184	27.66%	613,994	(21,906)
21 Instructional Leadership	1,093,153	353,847	5,970	909,974	32.92%	271,718	82,128
23 School Leadership	4,340,075	1,466,301	9,219	3,698,514	34.00%	1,319,184	147,117
31 Guidance, Counseling & Evaluation	3,214,585	1,019,002	60,536	2,886,736	33.58%	961,699	57,303
32 Social Work Services	226,142	41,201	-	203,330	18.22%	39,579	1,622
33 Health Services	980,432	298,571	1,887	945,013	30.65%	295,980	2,592
34 Student Transportation	3,497,449	1,324,131	253,889	2,721,505	45.12%	1,149,428	174,702
36 Co-Curricular/Extracurricular Activities	2,505,229	889,715	135,007	2,006,146	40.90%	909,235	(19,520)
41 General Administration	2,982,675	1,094,962	93,223	2,334,475	39.84%	1,048,990	45,973
51 Plant Maintenance & Operation	7,683,735	3,199,697	1,396,992	3,972,530	59.82%	2,619,350	580,348
52 Security & Monitoring Services	1,692,541	486,472	80,400	1,423,133	33.49%	386,135	100,337
53 Data Processing Services	1,748,753	864,186	213,329	1,028,210	61.62%	923,200	(59,014)
61 Community Services	1,826,414	541,950	26,222	1,638,764	31.11%	562,150	(20,199)
71 Debt Service	475,500	74,375	-	401,125	15.64%	81,500	(7,125)
81 Facilities Acquisition & Construction	53,000	-	-	53,000	0.00%	4,500	(4,500)
95 Juvenile Justice Alternative	45,000	-	-	45,000	0.00%	-	-
99 Other Intergovernmental	390,000	87,201	270,000	32,799	91.59%	68,128	19,073
<b>TOTAL</b>	<b>\$ 72,902,712</b>	<b>\$ 24,392,245</b>	<b>\$ 2,948,180</b>	<b>\$ 62,144,515</b>	<b>38%</b>	<b>\$ 22,403,972</b>	<b>\$ 1,988,272</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>\$ (8,966,408)</b>	<b>\$ (2,948,180)</b>	<b>\$ 9,243,044</b>		<b>\$ (7,288,519)</b>	<b>\$ (1,677,889)</b>

\*The District reports on the modified accrual basis.

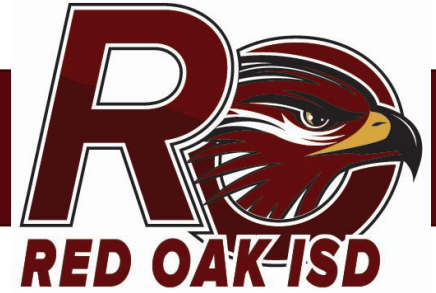
**Red Oak ISD - General Fund**  
**Revenue / Expenditure Detail**  
**As of October 31, 2023**



**Red Oak ISD - General Fund  
Comparison by Campus  
As of October 31, 2023**



# Questions



**Bill Johnston**

**Chief Financial Officer**

**972-617-4005**

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