

**AGENDA OF RED OAK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING
Monday, May 13, 2024**

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, May 13, 2024 beginning at 7:00 PM at Red Oak High School Performing Arts Center, 220 South SH 342, Red Oak, TX 75154.

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

1. CALL TO ORDER / ESTABLISH QUORUM
2. INVOCATION
3. PLEDGES OF ALLEGIANCE
Micah Broussard, 10th Grade Student from Red Oak High School
4. NON-ACTION ITEMS
 - A. Issuance of Certificates of Election
John Anderson, Board President
 - B. Statement of Elected Board Members and Swearing In of Newly Elected Board Members - Oath of Office of Elected Board Members
John Anderson, Board President
5. ACTION ITEM
 - A. Election of Red Oak Independent School District School Board Officers for 2024-2025
 1. President
 2. Vice President
 3. Secretary
6. RECOGNITIONS
 - A. Top Hawks
Brenda Sanford, Superintendent
 - B. Hawk Staff Spotlight
Brenda Sanford, Superintendent
7. SUPERINTENDENT'S REPORT
 - A. Community Partner Academy Update
Karen Anderson, Executive Director of the Red Oak ISD Education Foundation
 - B. Red Oak High School Student Council Annual Report
Angela Thomas, Sponsor - Red Oak High School Student Council
 - C. Construction Update
Kevin Freels, Assistant Superintendent of District Operations
 - D. Budget Update
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO
 - E. District Update
Brenda Sanford, Superintendent
8. OPEN FORUM 4
9. ACTION ITEMS
 - A. Consent Agenda
 1. Minutes from School Board Special Meeting on April 2, 2024 6
 2. Minutes from School Board Regular Meeting on April 15, 2024 9
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4.	Memorandum of Understanding with the Ellis County Juvenile Justice Alternative Education Program	16
5.	Red Oak ISD Board of Trustees Standard Operating Procedures Manual	39
6.	Texas State Technical College (TSTC) Lease Agreement	40
B.	Consideration and Approval of Audit Engagement Letter for 2023-2024 Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer	52
C.	Consideration and Approval of Board Nomination of TASB Director Candidate Brenda Sanford, Superintendent	61
D.	Consideration and Approval of Purchase of Cafeteria Equipment Victoria Ybarra, Director of Student Nutrition	82
E.	Consideration and Approval of Salary Schedule for 2024-2025 Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO and Michelle Ailara, Deputy Superintendent	85
F.	Consideration and Approval of Technology Purchase Megan Corns, Chief Technology Officer	86
10.	INFORMATION ITEMS	
A.	Enrollment Report	90
B.	Finance Report	94
11.	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; or to hear a complaint or charge against an officer or employee.	
	1. Personnel Matters	
	2. Superintendent Contract and 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.	
12.	RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION	

13. 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 May 10, 2024 at 4:30 p.m.

Brenda Sanford, Superintendent
(For the Board of Trustees)

AUDIENCE PARTICIPATION SIGN-UP SHEET

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

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

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

Name (please print) _____

Address _____

ROISD Campus Your Child(ren) attends _____

School District of Residence _____ Telephone _____

Topic/ Agenda Item _____

Limit on Participation

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.

Public Comment

Regular Meetings

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.

Special Meetings

At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Procedures

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.

Meeting Management

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.

Board's Response

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.

Complaints and Concerns

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:

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

Disruption

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 SPECIAL MEETING
Tuesday, April 2, 2024**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Tuesday, April 2, 2024, beginning at 6:00 PM at the Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

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

The Red Oak ISD School Board met at the Red Oak ISD Education Service Center and the presiding officer, Melanie Petersen, 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. Knight led the invocation.

3. PLEDGES OF ALLEGIANCE

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

4. OPEN FORUM

The following individuals spoke in Open forum – Andrea Roberts and Crystal Doshier in regards to band uniforms.

5. ACTION ITEMS

- A. Consideration and Approval of the Purchase of 14 Passenger, Non-CDL School Buses from the 2023-2024 Budget
Brent Stanford, Executive Director of Support Services

Ms. Knight made a motion to approve the purchase of two (2) 14-passenger non-CDL buses, opting out of SB 693, due to lack of adequate funding, from the

2023-2024 budget year. Mr. Sebring seconded the motion. The motion passed 7 – 0.

- B. Consideration and Approval of Purchase of Red Oak High School Band Uniforms
Jason Nitsch, Director of Fine Arts

Mr. Sebring made a motion to approve the purchase of 250 band uniforms from DeMoulin Brothers & Company, not to exceed \$215,162.30, using Buyboard contract 670-22. This price would include additional pieces. Mr. Anderson seconded the motion. The motion passed 7 – 0.

6. CLOSED SESSION

The Board did not convene into Closed Session.

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

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

The Board did not convene into Closed Session.

8. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 6:55 p.m.

John Anderson, Board President

Michelle Porter, Board Secretary

**MINUTES OF THE
RED OAK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING
Monday, April 15, 2024**

A Regular Meeting of the Board of Trustees of Red Oak ISD was held Monday, April 15, 2024, 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; Donna Knight; Johnny Knight; and Brian Sebring.

The following Board member was absent: Sean Kelly.

2. INVOCATION

Mr. Knight led the invocation.

3. PLEDGES OF ALLEGIANCE

Jaden Reeves, 9th Grade Student from Red Oak High School, led the Pledges of Allegiance to the American and Texas flags. The Red Oak High School NJROTC cadets conducted the Presentation of Colors.

4. RECOGNITIONS

- A. Campus Teachers of the Year and Childcare Teacher of the Year
Michelle Ailara, Deputy Superintendent

Ms. Ailara, Deputy Superintendent, and the Board recognized the Campus Teachers of the Year and the Childcare Teacher of the Year.

5. SUPERINTENDENT'S REPORT

- A. Mentors Care Update
Brian Blackwell, Managing Director, Mentors Care

Mr. Blackwell gave a presentation that included statistics based on the students they serve at ROHS, their community partners, the impact Mentors Care has made on students involved in the program, and the difference it has made in their lives. He had both the ROHS Coordinator and a ROHS mentee speak about the program.

B. Construction Update

Kevin Freels, Assistant Superintendent of District Operations

Mr. Freels gave an update that included highlights and information about the new middle school construction and the progress being made.

C. District Update

Brenda Sanford, Superintendent

Congratulations to the Red Oak Middle School Concert Band for earning UIL Sweepstakes.

The Red Oak Special Olympics basketball athletes competed in the Special Olympics Area 10 Basketball Tournament and came away with a 3rd place win. They are looking forward to the next season.

The Red Oak Middle School Archery Team had a successful state tournament. Several students set personal records and gained over 100 points on their overall best team score.

The ROHS Winterguard competed at NTCA State Championships for the first time and finished in the top 10.

We will have a special called meeting on May 13 at 6:00 p.m. in the ROHS PAC to recognize our student's accomplishments for the spring. We will include Athletics and Fine Arts students.

Red Oak ISD has been honored with the Best Communities for Music Education designation from The NAMM Foundation for its outstanding commitment to music education. Now in its 25th year, the Best Communities for Music Education designation is awarded to districts that demonstrate outstanding achievement in efforts to provide music access and education to all students. Thank you, Mr. Nitsch and all our Fine Arts teachers, for your commitment to making music part of a well-rounded education for every ROISD student.

FFA students participated in the Ellis County Show and Rodeo and were very successful. Students earned Sr. Showmanship, Best of Show, Best Opposite, and Division Reserve as well as many other awards.

6. OPEN FORUM

No one spoke in Open Forum.

7. NON-ACTION ITEMS

- A. School Board Members Continuing Education Record
John Anderson, Board President

Mr. Anderson read the School Board Continuing Education Record into the minutes. John Anderson – 11 hours; Brian Sebring – 11 hours; Donna Knight – 11 hours; Johnny Knight – 12 hours; Melanie Petersen – 13 hours; Michelle Porter – 26.25 hours; and Sean Kelly – 27.5 hours. All members exceeded their required 5 hours of continuing education with Mr. Kelly exceeding his required 10 hours of continuing education as a new Board member.

8. ACTION ITEMS

- A. Consent Agenda

1. Minutes from School Board Regular Meeting on March 25, 2024
2. Payment of Current Bills Over \$50,000
3. Budget Amendments 2023-2024
4. Acceptance of Funds from Special Commissioners Hearing for Parcel 52
5. Board Policy EIC (LOCAL)
6. Instructional Materials Allotment TEKS Certification Form
7. RFP #2022-11-01-A - ROISD - Food, Catering, and Related Services

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

- B. Consideration and Approval of New Middle School Bid Package 03: Construction Guaranteed Maximum Price
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO and Julie Phillips, Director of Purchasing

Mr. Knight made a motion to approve the New Middle School Bid Package 03: Guaranteed Maximum Price as detailed in the attached Joeris General Contractors proposal. Mr. Sebring seconded the motion. The motion passed 6 - 0

- C. Consideration and Approval of Technology Device Purchase
Megan Corns, Chief Technology Officer

Ms. Petersen made a motion to approve the purchase of Chromebooks from Delcom Group as presented. Mr. Sebring seconded the motion. The motion passed 6 – 0.

9. INFORMATION ITEMS

- A. Enrollment Report
B. Finance Report

10. CLOSED SESSION

The Board convened into Closed Session at 7:52 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; or to hear a complaint or charge against an officer or employee.
 - 1. Personnel Matters
 - 2. Superintendent 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.
11. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION

The Board reconvened back into Open Session at 8:46 p.m. Ms. Petersen made a motion to accept personnel as presented. Ms. Knight seconded the motion. The motion passed 6 -0.

12. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 8:47 p.m.

John Anderson, Board President

Michelle Porter, Board Secretary

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
226820	TXU ENERGY	21,569.41	199 E 51 6259 02 001 0 99 000
226820	TXU ENERGY	13,792.90	199 E 51 6259 02 041 0 99 000
226820	TXU ENERGY	6,148.55	199 E 51 6259 02 101 0 99 000
226820	TXU ENERGY	3,974.92	199 E 51 6259 02 102 0 99 000
226820	TXU ENERGY	3,633.62	199 E 51 6259 02 103 0 99 000
226820	TXU ENERGY	4,369.43	199 E 51 6259 02 105 0 99 000
226820	TXU ENERGY	2,472.05	199 E 51 6259 02 999 0 99 000
226820	TXU ENERGY	8,189.06	198 E 51 6259 02 999 0 99 000
226820	TXU ENERGY	1,683.16	199 E 51 6259 02 870 0 99 000
226820	TXU ENERGY	570.51	199 E 51 6259 02 996 0 99 000
226820	TXU ENERGY	1,150.48	199 E 51 6259 02 995 0 99 000
226820	TXU ENERGY	1,600.88	199 E 51 6259 02 001 0 22 000
		69,154.97	Totals for 226820
226823	NATIONAL BUS SALES,	249,800.00	199 E 34 6631 00 991 0 99 000
		249,800.00	Totals for 226823
227008	NAVIGATE360, LLC	58,800.00	199 E 11 6398 00 999 0 11 GOO
		58,800.00	Totals for 227008
		377,754.97	Totals for checks

CHECK		ACCOUNT						
NUMBER	VENDOR	AMOUNT	NUMBER					
18463	LABATT FOOD SERVICE	6,346.40	240	E	35	6341	00 001 0 99 000	
18463	LABATT FOOD SERVICE	870.53	240	E	35	6342	00 001 0 99 000	
18463	LABATT FOOD SERVICE	312.89	240	E	35	6341	00 001 0 99 000	
18463	LABATT FOOD SERVICE	117.86	240	E	35	6342	00 001 0 99 000	
18463	LABATT FOOD SERVICE	147.44	240	E	35	6341	00 001 0 99 000	
18463	LABATT FOOD SERVICE	4,677.52	240	E	35	6341	00 041 0 99 000	
18463	LABATT FOOD SERVICE	433.00	240	E	35	6342	00 041 0 99 000	
18463	LABATT FOOD SERVICE	1,987.58	240	E	35	6341	00 041 0 99 000	
18463	LABATT FOOD SERVICE	246.78	240	E	35	6342	00 041 0 99 000	
18463	LABATT FOOD SERVICE	126.84	240	E	35	6341	00 041 0 99 000	
18463	LABATT FOOD SERVICE	1,720.95	240	E	35	6341	00 101 0 99 000	
18463	LABATT FOOD SERVICE	247.89	240	E	35	6342	00 101 0 99 000	
18463	LABATT FOOD SERVICE	2,575.66	240	E	35	6341	00 102 0 99 000	
18463	LABATT FOOD SERVICE	467.61	240	E	35	6342	00 102 0 99 000	
18463	LABATT FOOD SERVICE	3,499.48	240	E	35	6341	00 103 0 99 000	
18463	LABATT FOOD SERVICE	386.33	240	E	35	6342	00 103 0 99 000	
18463	LABATT FOOD SERVICE	73.86	240	E	35	6341	00 103 0 99 000	
18463	LABATT FOOD SERVICE	3,039.73	240	E	35	6341	00 105 0 99 000	
18463	LABATT FOOD SERVICE	172.75	240	E	35	6342	00 105 0 99 000	
18463	LABATT FOOD SERVICE	36.93	240	E	35	6341	00 105 0 99 000	
18463	LABATT FOOD SERVICE	4,223.90	240	E	35	6341	00 107 0 99 000	
18463	LABATT FOOD SERVICE	217.11	240	E	35	6342	00 107 0 99 000	
18463	LABATT FOOD SERVICE	269.18	240	E	35	6342	00 107 0 99 000	
18463	LABATT FOOD SERVICE	44.46	240	E	35	6341	00 107 0 99 000	
18463	LABATT FOOD SERVICE	435.58	240	E	35	6341	00 001 0 99 000	
18463	LABATT FOOD SERVICE	4,960.12	240	E	35	6341	00 001 0 99 000	
18463	LABATT FOOD SERVICE	849.48	240	E	35	6342	00 001 0 99 000	
18463	LABATT FOOD SERVICE	29.59	240	E	35	6341	00 001 0 99 000	
18463	LABATT FOOD SERVICE	4,384.66	240	E	35	6341	00 041 0 99 000	
18463	LABATT FOOD SERVICE	536.18	240	E	35	6342	00 041 0 99 000	
18463	LABATT FOOD SERVICE	2,194.92	240	E	35	6341	00 041 0 99 000	
18463	LABATT FOOD SERVICE	207.30	240	E	35	6342	00 041 0 99 000	
18463	LABATT FOOD SERVICE	137.58	240	E	35	6341	00 041 0 99 000	
18463	LABATT FOOD SERVICE	2,454.90	240	E	35	6341	00 101 0 99 000	
18463	LABATT FOOD SERVICE	278.61	240	E	35	6342	00 101 0 99 000	
18463	LABATT FOOD SERVICE	3,067.28	240	E	35	6341	00 102 0 99 000	
18463	LABATT FOOD SERVICE	309.23	240	E	35	6342	00 102 0 99 000	
18463	LABATT FOOD SERVICE	4,066.34	240	E	35	6341	00 103 0 99 000	
18463	LABATT FOOD SERVICE	457.55	240	E	35	6342	00 103 0 99 000	
18463	LABATT FOOD SERVICE	3,574.86	240	E	35	6341	00 105 0 99 000	
18463	LABATT FOOD SERVICE	452.26	240	E	35	6342	00 105 0 99 000	
18463	LABATT FOOD SERVICE	4,406.58	240	E	35	6341	00 107 0 99 000	
18463	LABATT FOOD SERVICE	317.49	240	E	35	6342	00 107 0 99 000	
18463	LABATT FOOD SERVICE	232.54	240	E	35	6341	00 107 0 99 000	
18463	LABATT FOOD SERVICE	605.52	240	E	35	6341	00 999 0 99 000	
		66,201.25	Totals for 18463					
		66,201.25	Totals for checks					

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
12076	JOERIS GENERAL CONTR	394,329.80	650 E 81 6629 00 999 0 99 000
		394,329.80	Totals for 12076
12080	ENVIROMATIC SYSTEM O	413,817.65	699 E 51 6629 34 999 0 99 000
		413,817.65	Totals for 12080
		808,147.45	Totals for checks

Memorandum of Understanding with the Ellis County Juvenile Justice Alternative Education Program

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:

In the school year of 2021-2022 Ellis County Commissioners began operating a Juvenile Justice Alternative Education Program (JJAEP) for Ellis County. Attached is the proposed MOU for the 2024-2025 school year. There are NO CHANGES in the MOU from the 2023-2024 school year.

Fiscal Implications:

Red Oak ISD is responsible for the transportation of all students and a daily rate of \$115.00 per day for any Discretionary Expulsion.

Administrative Recommendation:

Administration recommends the Board approve the MOU with the Ellis County JJAEP for the 2024-2025 school year.



ELLIS COUNTY JUVENILE BOARD

Honorable Bob Carroll, 40th District Court
Honorable William Wallace, 378th District Court
Honorable Cindy Ermatinger, 443rd District Court
Honorable Jim Chapman, County Court at Law No. 1
Honorable Gene Calvert, County Court at Law No. 2
Honorable Joe Gallo, County Court at Law No. 3
Honorable Todd Little, Ellis County Judge

ELLIS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM MEMORANDUM OF UNDERSTANDING WITH SCHOOL DISTRICTS FOR THE 2024-2025 SCHOOL YEAR

Pursuant to Texas Education Code §37.01, the State of Texas mandates that all counties with a population greater than 125,000 are required to develop a Juvenile Justice Alternative Education Program.

It is against the preceding backdrop that the parties named herein-below have reached an agreement, as follows -

WHEREAS, the Ellis County population according to the 2020 decennial census is above 125,000, absent a change in the law, Ellis County is required to comply with the mandate from the State of Texas concerning the maintenance and operation of an Ellis County Juvenile Justice Alternative Education Program (JJAEP);

WHEREAS, the Ellis County Juvenile Board, in conjunction with its partners, the School Districts within Ellis County, desire the best educational outcomes for the at-risk juveniles who have been expelled into the JJAEP, or otherwise accepted into the program;

WHEREAS, the Ellis County Juvenile Board and the School Districts desire to provide the at-risk juveniles with a quality level of intervention educational services, appropriately designed to positively impact the lives of such juvenile offenders, their families, and the local communities in which we all live;

WHEREAS, the parties to this agreement recognize the importance of a

cooperative effort between the educational community and the juvenile justice system in achieving the primary goals of (1) responsibly mitigating at-risk factors; (2) deterring future juvenile delinquent conduct and criminal behavior; (3) increasing the acceptance of personal responsibility, self-discipline, accountability, and non-deleterious personal behavior; (4) improving life skills and career opportunities; and (5) prudently balancing rehabilitation services with community safety needs.

WHEREAS, the parties seek to operate the JJAEP and accomplish the preceding goals within a State mandated regulatory framework requiring strict compliance and reporting;

NOW THEREFORE, in service to the citizens and youth of Ellis County, the following public servants hereby agree on behalf of each respective public entity as follows:

1. Agreement & Parties to the Agreement

This agreement shall be known as the Ellis County Juvenile Justice Alternative Education Program Memorandum of Understanding (MOU), and is hereby entered into by and between the Ellis County Juvenile Board (Board) and the following ten independent school districts operating within Ellis County (Districts), as listed below in alphabetical order:

- Avalon Independent School District
- Ennis Independent School District
- Ferris Independent School District
- Italy Independent School District
- Maypearl Independent School District
- Midlothian Independent School District
- Milford Independent School District
- Palmer Independent School District
- Red Oak Independent School District
- Waxahachie Independent School District

2. Subject Matter of Agreement - JJAEP

The Board, in cooperation with the Districts, hereby establishes, provides, and shall operate the Ellis County Juvenile Justice Alternative Education Program (JJAEP) as specified by Chapter 37 of the Texas Education Code (TEC), both through the direct provision of services and through contractual agreements with service providers.

Unless the context indicates otherwise, as used in this MOU, the term "day" means "school day" and the term "days" means "school days".

3. **Student Eligibility**

The JJAEP will provide services to students expelled or removed under the following provisions:

a. **Mandatory Expulsion**

- i. Mandatory expulsion criteria as defined by TEC §37.007(a), §37.007(d), or §37.007(e).

b. **Discretionary...Expulsion**

- i. Discretionary expulsion criteria as defined below:
 1. TEC §37.007(b), §37.007(c), §37.007(d), §37.007(f), or §37.007(i);
 2. TEC §37.0052 concerning certain bullying behavior;
 3. TEC §37.0081 concerning Penal Code Title 5 felony offenses;
 4. TEC §37.309 concerning registered sex offenders; and/or,

c. **Court Ordered Services**

- i. As ordered by the Juvenile Court and requested by ECJS.

4. **Statutory Amendments**

In the event the statutory law is amended to add, delete, or otherwise modify the grounds for mandatory and/or discretionary expulsions, then by operation of this provision all such amendments are deemed included within Section 3 of this MOU, as of the date such statutory amendments become legally effective.

5. **Procedural Requirements for Referral & Enrollment Into JJAEP**

In addition to the eligibility criteria contained in Section 3 above, the District must meet the following requirements for each student to be eligible for enrollment into the JJAEP:

- a. Prior to expelling a student from the District and into the JJAEP, the District shall conduct a hearing at which the student is afforded appropriate due process as required by TEC §37.009(f).
 - i. The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee as required by TEC §37.004. The admission, review, and dismissal committee must invite a JJAEP representative to attend the meeting to ensure that special education

provisions, if needed, can be provided.

- ii. Prior to any expulsion or removal hearing to consider placement of a student in JJAEP, the District must invite an JJAEP representative to attend the meeting. This will allow JJAEP to assess the education requirements needed for the student, and to allow the paperwork to begin for the referral to Ellis County Juvenile Services as required by TEC §37.010.
- b. Under a mandatory expulsion from the District to the JJAEP, the District must utilize the following guidelines in determining the length or period of expulsion:
 - i. All mandatory drug possession charges will be for 90 successful days; and
 - ii. All other mandatory expulsion charges will be for 90 successful days, except federal firearm offenses which are for either one (1) school year or 180 school days.
- c. Mandatory students who are expelled or removed to the JJAEP will be required to attend until one of the following circumstances *have* been met:
 - i. The student has completed all graduation courses, or has completed the equivalent program requirements; whichever occurs first;
 - ii. The student has successfully completed a maximum of one (1) school year or 180 school days;
 - iii. The student has successfully completed all probation and/or juvenile court related requirements, if applicable;
 - iv. The student is no longer considered to be under mandatory expulsion under Texas law; or
 - v. Due to space restrictions, the student is recommended for early termination as outlined in Section 8.d. of this MOU.
- d. With respect to discretionary referrals, the JJAEP will accept those students from the District on an as-space-is-available basis. The minimum length of placement for a discretionary student will be forty-five (45) successful school days unless space is needed for mandatory students.

- e. In referring a student to the JJAEP, regardless of whether the referral is mandatory or discretionary, the District will complete and submit the provided notification form, accompanied by a copy of the following student records prior to the student enrolling in the JJAEP:
- 1) Expulsion or removal letter;
 - 2) Police notification or discipline referral;
 - 3) Withdrawal record with grades;
 - 4) Most recent report card;
 - 5) Most current transcript;
 - 6) Fall & Spring class schedules;
 - 7) Statewide assessment scores;
 - 8) Attendance records;
 - 9) Discipline records;
 - 10) Birth certificate;
 - 11) Social security card;
 - 12) Immunization records;
 - 13) Home Language Survey;
 - 14) Free/reduced lunch eligibility letter (if applicable);
 - 15) Texas Student Data System (TSDS) or Texas Unique Student ID Number;
 - 16) The following special education records -
 - a) most recent comprehensive and complete ARD paperwork;
 - b) all manifestation determination ARD paperwork; and
 - c) the most recent evaluation for special education eligibility;
 - 17) Language Proficiency Assessment Committee (LPAC) determination and documentation;
 - 18) Section 504 eligibility determination; and
 - 19) ESL documentation.
- f. If a student moves/transfers to another District in Ellis County prior to the completion of the original expulsion or removal term, the receiving District will not extend the student's length of placement in the JJAEP beyond the term defined in the original expulsion or removal order.
- g. The JJAEP and the District may agree to credit a student's length of placement in an alternative educational program such as drug rehabilitation, detention, so forth - which occurs after the date of expulsion, toward the student's term of expulsion or removal.
- h. The JJAEP may offer incentives for good behavior and/or academic achievement which may result in the reduction of a student's term of expulsion term. The JJAEP and the District may consider a student's successful completion of the program to coincide with the end of a grading period.

6. **Attendance Reporting**

The District will maintain enrollment of all JJAEP students using a campus identification number specific for JJAEP as required by TEC §37.011(h). The JJAEP will track attendance for each student enrolled in the program, and report weekly attendance to the District. The District will be responsible for reporting violations of the compulsory attendance law to the appropriate court, with the JJAEP being provided notice of any such reporting.

7. **Funding for JJAEP**

Funding for the JJAEP shall occur as follows:

- a. The Board and the JJAEP will be the recipient of all Texas Juvenile Justice Department (TJJD) sources of funding for mandatory students, which TJJD is required and/or permitted to pay under state law; and such funds shall partially offset the cost to the Board of operating the JJAEP.
- b. Funding for all discretionary or other students will be provided to the Board and the JJAEP by the District at a rate of \$115.00 per student attendance day. Payment will be made by the District to Ellis County within 30 calendar days of receipt of an invoice.
- c. In the case of special population students as defined in Section 12 of this MOU, the District will be financially responsible for the provision of any related services determined necessary for such students.
- d. With the exception of the payments made to the Board and/or the JJAEP and/or Ellis County:
 - i. as set forth in the preceding Sections 7(a) and 7(b);
 - ii. those payments paid or incurred by the Districts as contemplated in the preceding Section 7(c);
 - iii. as well as any other payments paid or incurred by the Districts as contemplated by any other provisions of this MOU - the Board is responsible for completing the annual special operating budget of the JJAEP and timely submitting it to the Ellis County Commissioners Court for approval and funding.

8. **Facilities, Staffing, and Daily Operations**

The JJAEP will be provided in a facility operated and maintained by Ellis County, specifically the Ellis County Juvenile Services' facility located at 2272 FM 878 Waxahachie, TX 75165.

- a. The facility must comply with all applicable federal, state, and county regulations, as well as all TJJD standards.
- b. The JJAEP will operate at least seven (7) hours a day and 180 days a year as required by TEC §37.011(t), unless a waiver has been submitted and approved by TJJD.
- c. The JJAEP will provide all personnel and services necessary to operate the JJAEP, by direct provision and/or through contractual agreements.
- ct. The daily population of the JJAEP must not exceed 24 students. Upon reaching capacity, mandated students will be given precedence for enrollment over non-mandated students. The JJAEP reserves the right to return any discretionary student to his or her home District in order to accommodate a mandatory student from any District. The JJAEP may recommend early termination of a mandatory student's expulsion term based on the student's overall compliance with the program, attendance, and grades; however, the sending School District has final acceptance and approval.

9. Transportation

Transportation of all students (mandatory and discretionary) to and from the JJAEP will be the responsibility of each respective District which has placed a student (or students) within the program.

- a. This requirement does not preclude the District from making special arrangements with a student's parent(s)/legal guardian(s) on a case-by-case, for the purpose of allowing the student's parent(s)/legal guardian(s) to handle and provide for all such transportation to and from the JJAEP.
- b. Court ordered students are responsible for their own transportation to and from the Ellis County JJAEP.

10. Meals

The JJAEP will provide both breakfast and lunch, along with snacks as appropriate, for each student in actual attendance at the JJAEP.

- a. It is the understanding of the Board that the current federal/state funding and reimbursement mechanism to the Districts for qualified students who receive meal assistance (breakfast and lunch) is based upon federal/state rates which are subject to change and vary from time-to-time. ¹

¹ Current reimbursement rates are approximately \$6.59 per day for each participating student which is calculated as follows: \$2.26 for breakfast+ \$4.33 for lunch = \$6.59 per student per day.

- b. The parties agree that to the extent any District applies for and/or obtains such funds, grants, or otherwise receives any form of federal/state financial reimbursement for such meals, in relation to students enrolled and in actual attendance at the JJAEP, then the District will upon receipt immediately remit such funds to the JJAEP.

11. Curriculum

As a part of the JJAEP curriculum, it is agreed:

- a. The JJAEP provides the following required courses in accordance with TEC §37.011(d):
 - i. Core courses -
 1. English and Language Arts;
 2. Math, Science and Social Studies;
 3. Self-Discipline; and
 4. High School Equivalency Program (GED).
- b. The JJAEP provides the following elective courses in its curriculum:
 - i. Elective courses -
 1. As age appropriate- life skills, character training, and career guidance.
 2. With respect to any elective course which the District desires for the student to maintain while enrolled in the JJAEP, but which the JJAEP does not provide - the District will provide the curriculum and coursework for any such elective course. The student's curriculum and coursework needs must be addressed at the time of the expulsion or removal hearing, and a determination must be made as to how the courses for which the student is currently enrolled can be maintained.
- c. The JJAEP will communicate the student's academic progress to both the District and the student's parent(s)/legal guardian(s).
 - i. Through this communication process, the JJAEP will encourage both the District and the student's parent(s)/legal guardian(s) to participate in reviewing and monitoring the student's academic progress.

- ii. In the case of a high school student, the JJAEP will review the student's progress toward meeting high school graduation requirements and establish a specific graduation plan for the student as required by TEC §37.011(d); however, the JJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements, other than as specified above in TEC §11 (a) and §11 (b).
- d. All completed coursework will be accepted by the District and any credit(s) earned by the student while enrolled in the JJAEP will be reflected on the student's school transcript.

12. Special Populations

Special populations and related provisions are as follows:

- a. Special Education Services - the following provisions pertain to those students who are eligible for special education services:
 - i. A student with a disability who receives special education services may be expelled or removed to the JJAEP only after a duly constituted Admission, Review, and Dismissal Committee (ARD) determines that the alleged offense and/or behavior was or was not a manifestation of the student's disability in accordance with TEC §37.004.
 - ii. The JJAEP will be notified by the District and invited to participate in all ARD committee meetings scheduled to discuss the expulsion or removal of a special education student to the JJAEP. The District will provide a copy of the student's current Individual Education Plan (IEP) and/or Behavior Intervention Plan (BIP) to the JJAEP for review prior to the meeting. The JJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP.
 - iii. If a student who is either eligible for, or is receiving special education services, is expelled or removed to the JJAEP, then the District will continue to provide any related services as outlined in the IEP and/or BIP which are not available at the JJAEP. These related services may include, but are not limited to counseling, transportation, interpretive services, and special curriculum.
 - iv. If the JJAEP determines that a student, who has not previously been qualified as a student eligible for special education, may be eligible for services, then the JJAEP will refer the student to the District for evaluation and determination of eligibility for special education

services, in accordance with applicable state and federal statutes and regulations.

- v. If the JJAEP determines that the student's educational and/or behavioral needs cannot be met in the program, then the JJAEP will immediately notify the District. Upon receiving such notice from the JJAEP, the District will convene an ARD committee meeting to determine if the student's IEP and/or BIP need to be modified, or whether the student's placement will be reconsidered.
- b. English as Second Language Learners - students identified as English as a Second Language (ESL) Learners will be assisted by the JJAEP and the District as follows:
 - i. The JJAEP will provide ESL Learners with the necessary services, instruction, and/or accommodations as recommended by the Language Proficiency Assessment Committee (LPAC). The JJAEP intends to have one full time teacher who is ESL certified; however, to the extent that the JJAEP is not equipped to provide some, or all related services, then the District will continue to provide and pay for those related services recommended by LPAC which the JJAEP is unable to provide.
- c. Students with Section 504 Plans - the JJAEP will serve identified students who require a Section 504 Plan to address a physical or mental impairment by providing the necessary services, instruction, or accommodations as recommended by the 504 Committee. The District will continue to provide and pay for any related services recommended by the 504 Committee which the JJAEP is unable to provide.

13. **Statewide Assessment Tests**

All students enrolled in the JJAEP at the time of statewide assessment testing will be provided an opportunity to test. The Districts will be responsible for administering all statewide assessment tests to include providing all required materials, supplies, and actively monitoring students at the time of testing. Arrangements may be made to test students at the JJAEP or at a campus designated by the Districts.

14. **Exit and Transition of Students**

The process associated with students exiting the JJAEP will include the following:

- a. A certified teacher assigned by the JJAEP will *review* all academic work of a student prior to the student's exit from the JJAEP and will certify completion of coursework based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant

- to TEC §28.002.
- b. Upon completion of the program, the JJAEP will notify the District of the student's plan to return to the District. This notification will be provided in writing and will include, at a minimum, the student's attendance days, withdrawal grades, any credits earned, and the results of the IOWA assessment administered to the student.
 - c. In accordance with TEC §37.011(d), all completed coursework will be accepted by the District and any credit(s) earned by the student while enrolled in the JJAEP will be reflected on the student's school transcript.

15. Term of MOU

The term of this MOU will be from September 1, 2024, or upon execution of the MOU by the last signatory to the MOU, whichever is later, through June 30, 2025. The MOU will need to be approved by the Board and each of the Districts annually.

16. Miscellaneous Provisions

- a. This MOU may be amended at any time; however, with the exception of Section 4 above, this MOU may only be amended by a written agreement which has been approved and signed by the Board and each District.
- b. In the event any provision, or provisions, contained in this MOU is/are held to be unenforceable, then this MOU shall be construed without such provision(s), and the remaining provisions shall continue in full force and effect. This MOU constitutes the complete, exclusive, and final agreement between the parties, and supersedes all oral or written proposals, prior written agreements, and/or other prior communications between the parties concerning the subject matter of this MOU.

17. Signatures

This MOU is hereby approved and signed by the Board and each of the ten named School Districts (in alphabetical order) on the signature pages that follow:

ELLIS COUNTY JUVENILE BOARD

Judge Cindy Ermantinger
Co-Chair, Juvenile Board
443rd District Court

Judge William Wallace
Co-Chair, Juvenile Board
378th District Court

Date

Date

Chelsea Smith
Director,
Ellis County Juvenile Services

Date

AVALON INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

ENNIS INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

FERRIS INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

ITALY INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

MAYPEARL INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

MILFORD INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

PALMER INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

RED OAK INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

Red Oak ISD Board of Trustees Standard Operating Procedures Manual

Presented for:

Board Action _____

Report/Review Only _____

Supporting documents:

None _____

Attached _____

Provided Later _____

Contact Person:

John Anderson, Board President

Background Information:

Fiscal Implications:

None.

Administrative Recommendation:

Consensus of the Board.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“*Lease*”) is entered into effective as of the August 1, 2024 (“*Effective Date*”), by and between the Landlord and the Tenant hereinafter named. In consideration of the respective covenants, obligations, and agreements of the parties set forth herein, the legal sufficiency of which is acknowledged by each of the undersigned, Landlord and Tenant agree as follows:

ARTICLE 1 - DEFINITIONS AND BASIC LEASE PROVISIONS

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

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

(b) **Landlords’ Addresses:**

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

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

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

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

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

(d) **Tenant’s Address:**

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

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

With a copy to:

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

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

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

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

(f) Rent:	(1) <u>Rent Period</u>	<u>Monthly Rent</u>
	From August 1, 2024 Until July 31, 2025	\$600.00

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

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

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

(h) Commencement Date: The earlier of (a) August 1, 2024, or (b) the date that Landlord delivers the Leased Premises to Tenant in the Required Delivery Conditions (as defined in Sub-article 4.1 below).

(i) Expiration Date: July 31, 2025.

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

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

(k) Normal Business Hours: n/a

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

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

ARTICLE 2 – GRANT

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

ARTICLE 3 - TERM

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

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

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

ARTICLE 4 – DELIVERY AND ACCESSIBILITY INSPECTION

4.1 Delivery.

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

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

Tenant.

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

ARTICLE 5 - RENT

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

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

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

ARTICLE 6 - OCCUPANCY AND USE

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

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

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

6.4 Hazardous and Toxic Materials.

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

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

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

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

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

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

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

ARTICLE 7 - UTILITIES AND SERVICES

7.1 Services To Be Provided. Intentionally Deleted.

ARTICLE 8 – MAINTENANCE AND REPAIRS

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

8.2 Damage or Destruction. Intentionally Deleted.

ARTICLE 9 – TENANT ALTERATIONS AND LIENS

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

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

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

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

ARTICLE 10 - INSURANCE

10.1 Insurance.

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

(b) Construction Liability Insurance. Intentionally Deleted.

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

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

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

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

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

ARTICLE 11 – ASSIGNMENT AND SUBLEASE

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

ARTICLE 12 - CONDEMNATION

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

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

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

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

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

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

ARTICLE 13 – WARRANTIES AND COVENANTS

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

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

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

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

ARTICLE 14 – TITLE TO PROPERTY

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

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

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

ARTICLE 15 - DEFAULT

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

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

ARTICLE 16 - NOTICES

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

ARTICLE 17 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18 – CONSTRUCTION REQUIREMENTS

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

ARTICLE 19 – TAXES

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

The remainder of this page is left intentionally blank.

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

Landlord

Texas State Technical College

By: _____

Jonathan Hoekstra
Vice Chancellor

Date:

Tenant

Red Oak Independent School District

By: _____

Kevin Freels
Assistant Superintendent

Date:

May 2, 2024

To the Board of Trustees and Management
Red Oak Independent School District
Red Oak, Texas

We are pleased to confirm our understanding of the services we are to provide for Red Oak Independent School District ("the District") for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Red Oak Independent School District, as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of the District's Proportionate Share of the Net Pension Liability – Teacher Retirement System of Texas.
3. Schedule of District's Contributions for Pensions - Teacher Retirement System of Texas.
4. Schedule of the District's Proportionate Share of the Net OPEB Liability – Teacher Retirement System of Texas.
5. Schedule of District's Contributions for Other Post-Employment Benefits (OPEB) – Teacher Retirement System of Texas.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing

standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining statements.
3. Required TEA schedules.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on –

- Internal control over financial reporting and compliance with laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific

procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Controls

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that

have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, the related notes, and depreciation calculations of the District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, the related notes, and depreciation calculation services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, the related notes, depreciation calculations and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, the related notes, and depreciation calculations and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, the related notes, and depreciation calculations prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by June 30, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenue, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation

engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Texas Education Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Education Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Steve Lacy is the engagement executive and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in June 2024 and to issue our reports no later than October 31, 2024. Our estimated fee for these services will be \$43,000. Our invoices for these fees will be rendered as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be address to the Board of Trustees of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Red Oak Independent School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, L L C

Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, L.L.C.
Denton, Texas

RESPONSE:

This letter correctly sets forth the understanding of Red Oak Independent School District.

Management signature:

By: _____

Title: _____

Date: _____

Board of Trustees signature:

By: _____

Title: _____

Date: _____

Board Nomination of TASB Director Candidate

Presented for:

Board Action X Report/Review Only _____

Supporting documents:

None _____ Attached X Provided Later _____

Contact Person:

Brenda Sanford, Superintendent

Background Information:

Districts have the opportunity to nominate candidates from their own School Boards for the TASB Board of Directors. This year those individuals to be nominated are for Region 10, Position A. Any candidate in a contested race who receives endorsements from a majority of the District in the Region will automatically be elected to the position.

The current Director in Position A, Tricia Ikard, Maypearl ISD, has indicated that she will be seeking reelection. The term of this position is for three years beginning at the close of the 2024 Annual TASA/TASB Convention and expiring after Convention 2027.

Fiscal Implications:

N/A

Administrative Recommendation:

Administration recommends the consensus of the Board in the nomination of a candidate for TASB Director Position A.



ACTIVE MEMBER DIRECTOR NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

Our school district's board of trustees understands:

1. *The candidate must have served at least 18 months, in the aggregate, on the local board by December 31 of the TASB election year.*
2. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
3. *The local board's nomination shall also serve as its candidate endorsement for that TASB Director position.*
4. *A TASB Director's attendance at TASB Board meetings is important.*
5. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on _____.
(Date)

Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME (of officer): _____

TITLE (of officer): _____

WILLINGNESS TO SERVE (to be completed by the candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region ____, Position ____.

Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Form A, B, & C, must be received by TASB on or before July 1, 2024.

RETURN TO: E-mail: boardcommunications@tasb.org



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: _____

NAME: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: _____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES ___ NO ___

BOARD POSITIONS HELD (including dates): _____

OCCUPATION: _____

CURRENT EMPLOYER: _____ DATES: _____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): _____

ADDITIONAL COMMENTS: _____

Please attach a short bio and include a current picture in jpeg format.

4. Please provide examples of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe at least three or four characteristics of a good board member.

7. TASB Directors use technology to communicate and view Board materials. Please explain your comfort level using technology.

8. Describe a critical or serious challenge that your board has faced and tell us about your contributions to the resolution.

9. Excluding public school finance, what do you think are top issues facing public education today? Elaborate on why you think they are critical issues.

10. Describe your involvement at TASB grassroots meetings and/or regional school board association meetings.

11. Additional information: What else would you like for the Committee to know about you?

(Signature of candidate)

(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

Form A, B, & C must be received by TASB on or before July 1, 2024.

RETURN TO: E-mail: boardcommunications@tasb.org

Interviews will be held at TASB Headquarters in Austin on September 6-7, 2024.

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

- A. Active member's nomination and candidate's willingness to serve
- B. Candidate biographical sketch
- C. Candidate questionnaire

The completed materials must be received by TASB no later than Monday, July 1, 2024. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received. If an acknowledgment is not received, contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

The Next Steps

By July 3, a list of all candidates running for the position will be posted on the TASB website.

The candidate endorsement process runs Wednesday, July 3–Thursday, August 29, 2024. During this time, Active Members may endorse one nominated individual from their TASB regions. If a majority of the Active Members of a region endorse a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, of the Active Members of a region endorse a candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

The Nominations Committee will meet Friday, September 6–Saturday, September 7, at TASB Headquarters in Austin to interview candidates and develop a slate of nominees for the Delegate Assembly. The nominated individual will be notified of the time for the interview. Expenses incurred, including lodging and transportation, for the interview are the responsibility of the individual or his or her school district.

If you have questions or need further information, please contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

We appreciate your participation in this nomination process.

ARTICLE VI. BOARD OF DIRECTORS

SECTION 1. ASSOCIATION REGIONS.

The Association Regions shall correspond to the ESC region boundaries.

SECTION 2. QUALIFICATIONS, NOMINATION, ENDORSEMENT, AND ELECTION OF DIRECTORS.

A. Each voting Director shall be a trustee currently serving on an Active Member school board, except as provided below:

(1) The President and the Immediate Past President, holding office in accordance with Article VII, Section 2A.

(2) The ESC *ex officio* Director, selected in accordance with Article VI, Section 4F.

B. A trustee seeking nomination for a Director position must have served at least 18 months, in the aggregate, on the trustee's school board as of December 31 of the TASB election year. No Active Member shall have more than one candidate running for a Director position before the Delegate Assembly, even if more than one Director position is subject to an expiring term or vacancy within the Active Member's Region. No person shall be a candidate for more than one Director position in an election before the Delegate Assembly.

C. For purposes of this section, an Active Member whose school district's average daily attendance (ADA) meets the requirements of Article VI, Section 4C(1), shall be treated as an Association Region and referred to in these Bylaws as a Large District. Except as provided in Article VI, Section 9, if a Large District Active Member has no trustee who satisfies the minimum school board service requirement or no trustee interested in serving on the Board, the Large District Director position will remain vacant until an eligible candidate is presented to TASB for nomination.

D. Nominations and endorsements shall be accepted in accordance with the following requirements, in chronological order within the time frames and deadlines set out in Board policy:

(1) Active Members in any Association Region in which there are expiring terms or vacancies in Director positions shall be notified by the date established through Board policy that the Active Member may nominate one of its trustees as a candidate for a Director position in which the term is expiring or a vacancy exists within the Active Member's Region.

(2) The Nominations Committee's chair, or designee, shall have received the following in writing in the Austin office of the Association by the deadline established through Board policy:

(a) The Active Member's nomination, in such form as required by the Association, which shall include a verification by the Active Member's board president or other board officer as to the date of board action.

(b) Candidate information required by the Association, which shall include (i) the candidate's written confirmation of his or her intent to be nominated as a candidate and willingness to serve if elected, (ii) biographical information, and (iii) responses to the questionnaire(s) developed by the Association.

(3) A listing of all candidates running for Director positions shall be sent to the superintendent and board president of each Active Member in each Association Region in which there are any expiring terms or vacancies in Director positions by the date established through Board policy. The candidate listing also shall be posted on the Association's website. Candidates, Directors, Delegates, and Active Members shall be subject to any campaign protocols or regulations established through Board policy.

(4) Active Member endorsements of candidates shall be received in the Austin office of the Association by the deadline established through Board policy in order for such endorsements to be considered. An Active Member may endorse only one candidate for each open Director position within its Association Region. Only candidates who have complied with the requirements of Article VI, Section 2D(2), may be endorsed. Endorsements adopted by an Active Member before the Association sends the list of candidates pursuant to Article VI, Section 2D(3), or endorsements that are not on the endorsement form provided by the Association in a given year shall not be accepted. An Active Member's nomination of one of its trustees [Article VI, Section 2D(2)] shall be considered the Active Member's endorsement for that Director position.

(5) If a majority of the Active Members in an Association Region endorses the same candidate, that candidate shall be elected to the Director position and shall take office at the completion of the final official session of the annual convention during the year in which the Director was elected.

(6) If no candidate receives endorsements from a majority of the Active Members in the candidate's Association Region [Article VI, Section 2D(4)], the official annual Delegate Assembly list of nominees shall include the following:

(a) Candidates nominated by the Nominations Committee [Article VIII, Section 2H].

(b) Candidates receiving endorsements from at least 25 percent but less than a majority of the Active Members in an Association Region.

(7) Thereafter nominations may be made by the candidate's Delegate, provided the following conditions are met:

(a) The candidate's nomination was submitted in compliance with Article VI, Section 2D(2).

(b) The candidate interviewed with the Nominations Committee, unless the Committee waived the need for an interview based on criteria set out in Board policy.

(c) The candidate's intent and consent to run for the position by this alternate means is received in the Austin office of the Association five days prior to the annual Delegate Assembly.

E. Except for a Director position filled in accordance with Article VI, Section 2D(5), the official annual Delegate Assembly list of nominees shall be prepared by the Nominations Committee as provided in these Bylaws [Article VIII, Section 2I]. The election shall comply with these Bylaws and any rules and procedures adopted for the Delegate Assembly at the start of the meeting. Such rules and procedures may allow uncontested nominees to be deemed elected without a vote.

F. If there is more than one nominee for a Director position, the nominee receiving the majority of the votes of the Delegates shall be elected. If no nominee receives a majority vote of the Delegates, a runoff election shall be conducted between the two nominees receiving the greater numbers of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

SECTION 3. DUTIES. The Board shall supervise, control, and direct affairs of the Association in accordance with the Articles of Incorporation, Bylaws, beliefs, and Advocacy Agenda approved by the Delegate Assembly. The Board shall:

A. Actively promote the mission, beliefs, and purposes of the Association.

B. Adopt the Association's budget and have discretion in the disbursement of the Association's funds.

C. Receive any devise, bequest, donation, or gift — either for real or personal property — and hold the same in absolute title or in trust; and invest, reinvest, and manage such property consistently with the mission and purposes of the Association.

D. Establish such Board policies as it deems appropriate in fulfilling its responsibilities under these Bylaws.

E. Appoint such agents as it may consider necessary.

SECTION 4. COMPOSITION.

A. The Association's governing body shall be composed of Directors from Large Districts or Association Regions. No Active Member shall have more than one individual serving on the Board.

B. All Directors shall represent their respective Association Regions, except the President, President-Elect, and Immediate Past President.

C. By virtue of student enrollment, individual Active Members or Association Regions may be eligible for a Director position as follows:

(1) (a) Not more than 14 Active Members shall be entitled to Large District Director positions. To qualify for a Large District Director position, the Active Member shall have had at least 1.25 percent of the total state ADA for two consecutive school years. If more than 14 Active Members qualify for Large District Director positions under this provision, the 14 Active Members with the largest ADA shall qualify.

(b) If the Active Member's ADA falls below 1.25 percent of the total state ADA for two consecutive school years or if an Active Member has qualified for a Large District Director position and that Active Member is no longer one of the 14 school districts with the ADA required under Article VI, Section 4C(1)(a), the Active Member's entitlement to a Large District Director position shall end with the expiration of the current representative's term.

(2) (a) An Association Region shall be entitled to Regional Director positions for each 4.25 percent or fraction thereof of the total state ADA contained within the Association Region for two consecutive school years and after the ADA of each Active Member qualifying for a position by virtue of Article VI, Section 4 C(1), has been subtracted. Notwithstanding the foregoing, an Association Region shall be entitled to no more than three Regional Director positions.

(b) If an Association Region becomes entitled to multiple positions by this provision and then fails to sustain sufficient ADA for the entitlement over two consecutive school years, a Regional Director position shall be eliminated as follows:

- i. If a vacancy exists in the Regional Director position, that position shall be eliminated.
- ii. If there is more than one vacancy in the Regional Director positions, the vacant position with the first expiring term shall be eliminated.
- iii. If there is no vacancy in the Regional Director positions, the existing position with the first expiring term within the Region shall be eliminated at the end of that term.
- iv. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year, the position being held by the individual with the least tenure as a Regional Director shall be eliminated at the end of that term.
- v. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year and being held by individuals with the same tenure, there shall be a drawing of lots to determine which Regional Director position shall be eliminated at the end of the term.

D. All calculations under this section shall be based on ADA data furnished by the Texas Education Agency available as of April 1 preceding the annual Delegate Assembly.

E. The Executive Director shall be a nonvoting *ex officio* Director and shall not be counted in the quorum of the Board.

F. The ESC boards shall be represented by one voting *ex officio* Director selected by a process and for a term prescribed by guidelines established by the ESC boards, but shall not be counted in the quorum of the Board.

SECTION 5. DURATION OF OFFICE.

A. Unless stated in these Bylaws otherwise, a Board year or annual period relating to a Director or the business of the Board commences at the official close of the annual convention and ends after the same event in the next year.

B. The term of office of each Director shall be three years and shall begin at the completion of the final official session of the annual convention during which the Director was elected by the annual Delegate Assembly.

C. Terms of Directors shall be staggered to allow, to the extent possible, for the election of one-third of the Directors each year. New Director positions shall be assigned to terms to retain this balance; however, if this is not possible, the assignment of terms shall be decided by drawing of lots.

D. Upon election to a three-year term, a Director may be reelected to no more than three additional terms. For purposes of determining a Director term limit, service time attaches to the individual and not the Association Region with which the Director is associated.

E. Upon election or succession to the office of President-Elect, the Director position previously held shall be declared vacant and a successor elected, except as provided in Article VI, Section 4A. Once elected President-Elect, the term limit that applies to a Director position shall no longer apply and shall not prevent the individual from completing the term of one year as President-Elect, one year as President, and one year as Immediate Past President.

SECTION 6. RESIGNATION AND REMOVAL.

A. A Director may resign by submitting a letter of resignation to the President. The resignation shall become effective upon receipt by the President.

B. A Director who is absent from three consecutive regularly scheduled Board meetings or from three consecutive regularly scheduled Standing Committee meetings may be removed from the Director position by a majority vote of all Directors. A Large District Director removed pursuant to this section shall be ineligible to serve for the remainder of the term to which the Director was elected.

C. Any Director may be removed by a two-thirds vote of the Board when, in the Board's judgment, the best interests of the Association would be served by removal.

SECTION 7. MEETINGS.

A. The Board shall hold at least four regular meetings that shall be spread throughout the year, with one taking place during the summer and the last meeting taking place during the week of the annual Delegate Assembly. The Executive Committee of the Board shall determine the dates and locations of the meetings for the upcoming Board year and report the meeting schedule to the Board before the Board year commences. The Board also shall be given 30 days' notice before each regular meeting by electronic means or by any other means accessible to the Directors.

B. Additional meetings of the Board may be called by the President or by the written request of a majority of the Board, provided that a written notice is sent to each Director at least 10 days before the meeting.

C. A meeting of the Board or a committee may be conducted in person or by alternate means, such as teleconference, videoconference, virtual, or any other means by which each participant can communicate with all other participants.

SECTION 8. QUORUM AND VOTING.

A. A quorum shall consist of a majority of the Board.

B. Unless required otherwise by law, the Articles of Incorporation, or these Bylaws, a vote required or permitted to be taken shall be based on the “present and voting” parliamentary standard. No proxy voting shall be permitted.

C. Any action required to be taken at a meeting of Directors, or any action which may be taken at a meeting of the Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall have been signed or executed by the number of Directors or committee members as would be necessary to take that action at a meeting at which Directors or members of the committee were present and voted. The Board, by policy or resolution, may increase the number of votes required for an action taken by written consent. A written consent shall be signed or executed and dated by each Director or committee member, and consent may be provided in multiple counterparts. Directors or committee members may provide written consent by facsimile, email (from the email address of record), or any other form of written action from the Director or committee member.

SECTION 9. VACANCIES.

A. The Board may fill vacancies that occur in Director positions by electing an individual, by majority vote, to fill the vacancy until the next annual Delegate Assembly, in accordance with Board policy. At that time, a candidate shall be elected by the annual Delegate Assembly to fill the unexpired term in accordance with Article VI, Section 2.

B. Notwithstanding the foregoing and the eligibility requirements of Article VI, Section 2, if the powers and duties of a Large District’s conventional school board have been suspended temporarily by the State of Texas, the Board may fill the Large District Director position with an individual from the Large District’s temporary governing body on an interim basis, but such individual shall not be presented to the Delegate Assembly for election as otherwise provided in this section. Further, the term for such Large District Director position shall remain intact, even if the Board refills the position with the same person for a new term. In contrast, if a Regional (non-Large District) Director’s conventional school board has been suspended in a similar manner by the State of Texas, the Regional Director’s position on the Board is deemed vacated and the Board may fill the position from the Association Region as set out in this section.

**Texas Association of School Boards
Board of Directors Nominations—Frequently Asked Questions**

1. *Who elects the TASB Board of Directors?*

The general governing body of TASB is the Delegate Assembly, which meets each fall on the Saturday of the TASA/TASB Convention. One of the responsibilities of the Assembly is to elect the TASB Board of Directors (TASB Board).

2. *Who makes up the Delegate Assembly?*

Each Active Member is eligible to designate a Delegate and Alternate from the local board to represent the board's interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is the Active Member's voting representative. Members of the TASB Board and the four Legislative Advisory Council members on the TASB Legislative Committee also are voting representatives on the Assembly floor by virtue of their positions.

3. *Who is an Active Member of TASB?*

Active Members are local public school boards and education service center boards that have paid current annual dues.

4. *What is the composition of the TASB Board?*

The 44-member TASB Board is composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the boundaries of the education service centers. These Directors are elected to staggered three-year terms, with the exception of the President-Elect, President, and Immediate Past President who serve one-year terms in each position. An education service center representative also is a member of the TASB Board, serving as a voting *ex officio* member.

5. *What are the responsibilities of the TASB Board?*

The TASB Board actively promotes the purposes of the Association, oversees its fiscal affairs, and establishes Board policies.

6. *How are TASB Board positions determined, and why do some TASB Regions have more than one representative?*

Representation on the TASB Board is determined by state average daily attendance (ADA). Calculations to determine Board positions are completed each April with ADA data furnished by the Texas Education Agency. The TASB Board has two types of positions: large district and regional.

- a. **Large District Members**—An Active Member with at least 1.25 percent of the total state ADA is entitled to a large district position on the TASB Board. Currently, 10 districts qualify as large district members: Austin ISD, Conroe ISD, Cypress-Fairbanks ISD, Dallas ISD, Fort Bend ISD, Fort Worth ISD, Frisco ISD, Houston ISD, Katy ISD, and Northside ISD-Bexar County.
- b. **Regional Members**—Each of the 20 TASB Regions have a regional member on the TASB Board. However, a TASB Region will gain another position for each 4.25 percent, or fraction thereof, of the total state ADA after subtracting the ADA of each large district member.

7. *Does a TASB Director have to be a member of a local school board?*

Yes, Directors of the TASB Board must be a member of a local school board that is an Active Member of TASB. Except in the case of the President and the Immediate Past President, a Director of the TASB Board who ceases to be a local school board member automatically vacates his or her position on the TASB Board. The TASB President must be a member of a local board at the time of succession to the office.

8. *How do districts know when to nominate an individual for a position on the TASB Board?*

On or before April 30, the board president, superintendent, and superintendent secretary of each Active Member will be notified that a vacancy or expiring term exists for a position in the Active Member's TASB Region. This information also will be posted on the TASB website.

9. *How does an Active Member nominate an individual?*

Active Members have until July 1 to place the name of a local board member in nomination for a position. A nomination is accepted when the following completed nominations forms, provided by the Association, are received by TASB:

- (1) Form A, Active Member's Nomination and Willingness to Serve form
The candidate must have served at least 18 months, in the aggregate, on the local board by December 31 of the TASB election year.
- (2) Form B, Candidate's Biographical Sketch
- (3) Form C, Candidate's Questionnaire

The nomination requires local board action, and Form A must be signed by the board president or other board officer and include the date of board action and the candidate.

Once these materials are received, the board president, candidate, and superintendent will receive an e-mail acknowledging the candidacy.

10. Can an Active Member nominate more than one individual for a position?

No.

11. Can an individual be a candidate for more than one position?

No.

12. What is the endorsement period, and how does an Active Member endorse a nominated individual?

The endorsement period is open July 3–August 29 and is an opportunity for regions to support, or even elect, a candidate nominated to the TASB Board.

During the endorsement period, an Active Member may endorse the candidacy of a nominated individual from another board within their TASB Region. Active Members must use Form D, Endorsement Form, provided by the Association.

It is important to note that TASB Bylaws require local board action for endorsements. Also, the **Nominations Committee cannot accept endorsements acted on before July 3** or those not on the form provided by the Association (Form D, Endorsement Form). Completed endorsement forms must be received by TASB on or before August 29.

If a majority of Active Members in an Association Region endorse the same candidate, that candidate is elected to the TASB Board and will take office at the completion of the final official session of the TASA/TASB Convention. If more than 25 percent of Active Members in a Region endorses the same candidate, that candidate will be placed on the slate of nominees presented to the Delegate Assembly.

13. How can candidates contact Active Members in their TASB Regions for endorsements?

Upon request, TASB will provide a mailing list to candidates.

14. How are vacancies on the TASB Board filled throughout the year?

The TASB Board can fill vacancies that occur during the year. The board president and superintendent of each Active Member within the affected Region will be notified about the vacancy and the process for nominations. The Nominations Committee will interview all candidates and make a recommendation to the TASB Board. The TASB Board will elect an individual to fill the vacancy until the next Delegate Assembly.

15. *What is the TASB Nominations Committee, and what is the committee's role in the Delegate Assembly election process?*

The TASB Nominations Committee is composed of Directors on the TASB Board. Eleven committee members and nine alternates are elected by the Board annually. In the election of the committee, the Board considers school district size, geographic location, wealth per student, and other factors, such as gender and ethnicity.

The Nominations Committee meets prior to the Delegate Assembly to interview nominated individuals in Director races that have not been elected by endorsement by the Regions. The Committee prepares a slate of Director nominees by selecting a candidate for each open position.

If a Director candidate has received endorsements from a majority of the Active Members in the TASB Region, that individual is automatically elected to the position and will take office after the final Convention session in the year elected.

If no Director candidate has received a majority of the endorsements, the slate of nominees will include the committee's nominees and also will list any nominated individuals who have received endorsements from at least 25 percent, but less than a majority, of the Active Members within their TASB Region.

16. *Who pays the nominated individual's expenses incurred in attending the interview with the Nominations Committee?*

The candidate's local board typically pays. This is not a TASB expense.

17. *Can someone still run for TASB Director if he or she is not chosen by the Nominations Committee and has not received endorsements from at least 25 percent of the Active Members?*

Yes. Even if a candidate was not selected as a nominee by the Nominations Committee or did not receive at least 25 percent of the endorsements from his or her region, he or she may still run for a Director position on the TASB Board through the delegate nomination process.

A delegate nomination may be made by the candidate's Delegate, provided the following conditions are met: (a) the candidate's completed nomination materials had been submitted to TASB Headquarters by July 1, (b) the candidate interviewed with the Nominations Committee, and (c) the candidate's intent and consent to run for the position by this alternate means is received in TASB Headquarters at least five days before the annual Delegate Assembly.

18. *When are Active Members notified of the official slate of Director and Officer nominees?*

The nominations slate of nominees is sent to all Active Members as soon as feasible after the August 29 deadline for Director candidate endorsements and prior to Delegate Assembly.

Officer nominees are selected by the TASB Board at the Summer Board Meeting.

19. *What happens if a nominee is unable to serve?*

The Nominations Committee, at the call of its chair, will select an alternate Director nominee; and the TASB Board, at the call of its President, will select an alternate Officer nominee. Active Members and their Delegates will be notified of the amended report of the Nominations Committee as soon as feasible, but no later than the opening of the Delegate Assembly.

20. *Can candidates in contested races campaign for Delegate votes?*

Yes, within certain limits, candidates in contested races can campaign for Delegate votes.

- a. *Distribution of Materials***—A candidate can distribute a biographical document on a single sheet of paper no larger than 8-1/2 inches by 14 inches by placing the document on the tables in the caucus meeting rooms organized by the Board and/or the tables in the Delegate Assembly Hall before the start of the Assembly. No buttons or other forms of campaign paraphernalia will be distributed or worn by individuals in these caucus meetings or in the Assembly Hall.
- b. *Solicitation of Votes***—Candidates are prohibited from soliciting votes in the vicinity of the Delegate Assembly Hall and at the TASB Board meeting. Other than that, candidates are not prohibited from campaigning elsewhere.
- c. *Campaigning at the Delegate Assembly itself***—Aside from distributing a one-page biographical flier, candidates are prohibited from soliciting votes from Delegates outside of the Assembly Hall, at the entrance to the hall, or on the floor of the Assembly.

21. *Will nominees be allowed to speak at the Delegate Assembly?*

Yes, speeches are allowed in contested races and each nominee is given three minutes, in accordance with the standing rules adopted by the Assembly. Contested nominees speak in alphabetical order for each position; however, the recommended nominee speaks last.

22. *At the Delegate Assembly, do Delegates cast their vote for all positions or just those within their TASB Region?*

All Delegates of the Assembly may cast a vote in each contested position.

23. *How are votes cast, tallied, and reported?*

Voting is done by electronic keypads. The Teller Committee supervises the voting and certifies the accuracy of the counts. The Teller Committee Chair reports the results to the Assembly.

24. *How is the Teller Committee selected?*

The TASB President appoints Delegates to serve on the Delegate Assembly Teller Committee. A Delegate from an Active Member that has a nominee on the slate is ineligible to serve on the Teller Committee.

25. *How are the winners determined?*

The nominee receiving the majority of the votes of the Delegates present and voting shall be elected. If no nominee receives a majority, a run-off election shall be conducted between the two nominees receiving the greater number of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

26. *When do the terms of newly elected Directors and Officers begin?*

The newly elected Directors and Officers (including those Directors elected by endorsement within their regions) begin serving their terms at the end of the final official session of the Convention.

27. *When does the TASB Board meet?*

The TASB Board meets four times a year (December, spring, summer, and Convention).

28. *Who pays the Director's expenses to attend meetings?*

In accordance with TASB Board Policy, TASB will reimburse Directors for the following expenses:

1. Expenses incurred while attending the regular December, Spring, and Summer TASB Board Meetings.
2. Transportation expenses and three nights' lodging expenses incurred by Directors attending the regular Convention Board Meeting held in conjunction with the TASA/TASB Convention.
3. Expenses incurred while attending any other meetings of the TASB Board or standing committees.

29. *Whom do I contact for more information?*

Contact Lysa Hoelscher at 800.580.8272, extension 2976 or lysa.hoelscher@tasb.org.

Equipment purchase – Replacing Convection Steamers for ROMS, EES, HAW

Presented for:

Board Action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Victoria Ybarra, Director of Student Nutrition

Background Information:

This purchase is for 4 double stack convection steamers to replace old and non-working units at Red Oak Middle School, Wooden Elementary, and Eastridge Elementary.

The capital expenditure request has been approved by TDA

Quotes were obtained from Kirby Restaurant Supply, Pasco Brokerage Inc, and Ace Mart Restaurant Supply. Kirby Restaurant Supply was selected as the best value purchase for the District, having supplied a quote with the lowest price.

Quote attached for Kirby Restaurant Supply

Fiscal Implications:

Funds used will come out of the 2023-2024 Student Nutrition budget. This purchase is part of the USDA Excess Fund Balance Spending Plan for FY 2023-2024.

Administrative Recommendation:

Administration recommends approval of the purchase of 4 double stack convection steamers from Kirby Restaurant Supply in the amount of \$106,486.32 using the Region 10 MRPC RFP #2022-09 as presented.



Restaurant & Chemical Supply



Quote

05/08/2024

Project:
Red Oak Steamers Region 10
MRPC RFP #2022-09

From:
Kirby Restaurant Supply Co.
Dane Lewis
809 S. Eastman Road
Longview, TX 75602-2303
903-757-2723 248
903.570.1717 (Contact)

Job Reference Number: 20703

Item	Qty	Description	Sell	Sell Total
1	4 ea	 CONVECTION STEAMER, GAS, BOILERLESS AccuTemp (QUICK SHIP) Two Connected Evolution™ Boilerless, Convection Steamers featuring Steam Vector Technology, natural gas, holds (6) 12" x 20" x 2-1/2" deep pans each compartment, Digital Controls, water & drain connection required, warranty NOT voided by water quality, NO water filtration required, 50,000BTU, 120/60/1ph, (2) 5' cords & NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR® (Includes stand in configuration of choice)	\$25,938.00	\$103,752.00
	4 ea	1 year parts & labor warranty, standard		
	4 ea	(K-12) 1 year extended warranty. Please provide address of school when purchasing.		
	4 ea	Lifetime service and support guarantee		
	4 ea	Door hinged on right standard		
	4 ea	SNH-21-01 - Support Stand, for double stacked Steam'N'Hold or Evolution units, Ergo-low mounting height: 8-7/8" lowest unit height, stainless steel, with 5" casters in lieu of standard		
	1 ea	FREE FREIGHT. Standard ground and no special services.		
			ITEM TOTAL:	\$103,752.00
2	4 ea	STEAMER, PARTS & ACCESSORIES AccuTemp Evolution Steam Cooker, gas model, drain hose kit with condensation tray,(one required per steamer)	\$371.58	\$1,486.32
			ITEM TOTAL:	\$1,486.32
3	8 ea	 GAS CONNECTOR HOSE KIT / ASSEMBLY Krowne Royal Series Moveable Gas Connection Kit, 1/2" I.D., 36" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 77,000 BTU/hr minimum flow capacity	\$138.00	\$1,104.00

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$1,104.00
			Merchandise	\$106,342.32
			Freight	\$144.00
			Total	\$106,486.32

Prices Good Until: 02/08/2024

Acceptance: _____ Date: _____
 Printed Name: _____

Technology - Camera purchase

Presented for:

Board Action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Megan Corns, Chief Technology Officer

Background Information:

Eight buildings/campuses within the district (Little Hawks, RPS, EES, HAW, ROE, ROMS, CTE and Support Services) currently utilize outdated analog cameras and DVR systems that provide average to poor video quality. This often results in the inability to identify subjects properly on video playbacks. This purchase of 262 IP security cameras would replace analog cameras in all the above-mentioned buildings/campuses.

Quotes from KLC Video Security and Datavox were received. KLC Video Security's quote through the TIPS cooperative contract 220105 for the amount of \$174,588 is the best value option for the District. KLC Video Security is an approved District vendor in good standing and is Administration's recommended vendor for this purchase.

Fiscal Implications:

The amount of \$174,588 from KLC Video Security is to be funded from the Capital Projects budget. If funds are available from the Safety and Facilities Enhancement (SAFE) Grant, Cycle 2, these funds may also be used for the purchase of these cameras. The application for this grant is pending with TEA.

Administrative Recommendation:

Administration recommends that the Board approve the purchase of cameras from KLC Video Security as presented.



1111 Texas Blvd
 Texarkana, TX 75501

O: 903-792-7262 F: 903-793-6655

Quote

Date	Estimate #
4/9/2024	23681

Name / Address
Red Oak Independent School District 109 W Red Oak Rd Red Oak, TX 75154

Qty	Description	U/M	Rate	Total
	Replacement Cameras Across the District			
	LHLC			
30	M-46-FW Advitia 4 Megapixel IP Camera	ea	300.00	9,000.00
6	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	318.00
6,000	Cat6 Wire - per ft	ft	0.28	1,680.00
30	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	8,850.00
	RPS			
49	M-46-FW Advitia 4 Megapixel IP Camera	ea	300.00	14,700.00
16	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	848.00
10,000	Cat6 Wire - per ft	ft	0.28	2,800.00
49	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	14,455.00
	EE			
14	M-46-FW Advitia 4 Megapixel IP Camera	ea	300.00	4,200.00
7	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	371.00
3,000	Cat6 Wire - per ft	ft	0.28	840.00
14	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	4,130.00
	HAW			
20	M-46-FW Advitia 4 Megapixel IP Camera	ea	300.00	6,000.00
6	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	318.00
3,000	Cat6 Wire - per ft	ft	0.28	840.00
20	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	5,900.00

TX LIC # B13758	Subtotal
	Sales Tax (0.0%)
	Total
	87



1111 Texas Blvd
 Texarkana, TX 75501

O: 903-792-7262 F: 903-793-6655

Quote

Date	Estimate #
4/9/2024	23681

Name / Address
Red Oak Independent School District 109 W Red Oak Rd Red Oak, TX 75154

Qty	Description	U/M	Rate	Total
	ROE			
35	M-46-FW Advidia 4 Megapixel IP Camera	ea	300.00	10,500.00
11	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	583.00
7,000	Cat6 Wire - per ft	ft	0.28	1,960.00
35	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	10,325.00
	ROMS Main Campus			
51	M-46-FW Advidia 4 Megapixel IP Camera	ea	300.00	15,300.00
8	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	424.00
10,000	Cat6 Wire - per ft	ft	0.28	2,800.00
51	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	15,045.00
	ROMS FH1			
10	M-46-FW Advidia 4 Megapixel IP Camera	ea	300.00	3,000.00
6	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	318.00
2,000	Cat6 Wire - per ft	ft	0.28	560.00
10	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	2,950.00
	ROMS FH2			
3	M-46-FW Advidia 4 Megapixel IP Camera	ea	300.00	900.00
3	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	159.00
500	Cat6 Wire - per ft	ft	0.28	140.00
3	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	885.00
	ROMS Gym			
11	M-46-FW Advidia 4 Megapixel IP Camera	ea	300.00	3,300.00

TX LIC # B13758	Subtotal
	Sales Tax (0.0%)
	Total
	88



1111 Texas Blvd
 Texarkana, TX 75501

O: 903-792-7262 F: 903-793-6655

Quote

Date	Estimate #
4/9/2024	23681

Name / Address
Red Oak Independent School District 109 W Red Oak Rd Red Oak, TX 75154

Qty	Description	U/M	Rate	Total
3	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	159.00
2,000	Cat6 Wire - per ft	ft	0.28	560.00
11	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	3,245.00
	CTE			
24	M-46-FW Advidia 4 Megapixel IP Camera	ea	300.00	7,200.00
11	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	583.00
4,000	Cat6 Wire - per ft	ft	0.28	1,120.00
24	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	7,080.00
	Support Services			
15	M-46-FW Advidia 4 Megapixel IP Camera	ea	300.00	4,500.00
9	M-WM-JB-Mini Wall Mount Bracket with Junction Box for M-46-FW	ea	53.00	477.00
3,000	Cat6 Wire - per ft	ft	0.28	840.00
15	Installation - per camera, includes installing network drop and set up/ configuration of camera		295.00	4,425.00
	Three year parts* and labor warranty. *Advidia cameras have a four year parts warranty.			
	TIPS # 230202			

TX LIC # B13758	Subtotal	\$174,588.00
Regulated by: Texas Department of Public Safety Private Security Bureau P.O. Box 15999 Austin, TX 78761-5999 512-424-7710 PSB@txdps.state.tx.us	Sales Tax (0.0%)	\$0.00
	Total	\$174,588.00 89

RED OAK ISD

Daily Enrollment & Attendance Analysis for the Day ending: 5-3-2024

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	460	518	480	423	468	444	455
11th Grade	506	438	500	477	432	458	439
10th Grade	604	507	458	529	511	438	458
9th Grade	581	653	556	475	540	511	456
Total Enrollment	2151	2116	1994	1904	1951	1851	1808

Total Absences:	134
-----------------	-----

Daily ADA	% of Attendance
2009.00	93.75
6TH SW ADA	% of Attendance
1998.14	93.15
Yearly ADA	% of Attendance
2021.11	93.83

6th SW ADA Percentage Breakdown		
ROHS	5-3 Only	4-10 THRU 5-22
12th Grade	94.27	89.11
11th Grade	91.90	94.14
10th Grade	94.03	94.27
9th Grade	94.66	94.30

RED OAK MIDDLE SCHOOL - 041		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
8th Grade	551	543	588	498	470	503	478
7th Grade	516	518	512	544	514	447	480
6th Grade	460	490	492	486	529	487	433
Total Enrollment	1527	1551	1592	1528	1513	1437	1391

Total Absences:	96
-----------------	----

Daily ADA	% of Attendance
1431.00	93.71
6TH SW ADA	% of Attendance
1456.41	95.44
Yearly ADA	% of Attendance
1457.38	95.00

6th SW ADA Percentage Breakdown		
ROMS	5-3 Only	4-10 THRU 5-22
8th Grade	94.37	95.74
7th Grade	91.67	94.47
6th Grade	95.22	96.16

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	1						
9th Grade	1						
8th Grade	0						
7th Grade	0						
6th Grade	0						
5th Grade	0						
Total Enrollment	2						

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

Daily ADA	% of Attendance
-	-
6TH SW ADA	% of Attendance
-	-
Yearly ADA	% of Attendance
-	-

6th SW ADA Percentage Breakdown		
JJAEP	5-3 Only	4-10 THRU 5-22
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	101	70	113	107	98	113	113
4th Grade	71	99	75	108	116	100	106
3rd Grade	87	71	97	73	103	101	91
2nd Grade	75	89	68	95	78	94	101
1st Grade	81	73	94	72	94	81	90
Kinder	56	87	62	85	72	79	71
Pre-K	37	31	38	19	46	36	34
EE	23	19	22	24	15	15	14
Total Enrollment	531	539	569	583	622	619	620

Total Absences:	42
-----------------	----

Daily ADA	% of Attendance
465.50	91.92
6TH SW ADA	% of Attendance
485.29	95.72
Yearly ADA	% of Attendance
479.50	94.92

6th SW ADA Percentage Breakdown		
ROE	5-3 Only	4-10 THRU 5-22
5th Grade	89.11	96.51
4th Grade	90.14	96.11
3rd Grade	94.25	95.61
2nd Grade	96.00	96.39
1st Grade	93.83	95.39
Kinder	83.93	94.57
Pre-K	94.87	93.32
EE	100.00	95.16

WOODEN ELEMENTARY - 102		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	89	92	96	85	118	97	93
4th Grade	99	76	87	85	97	112	94
3rd Grade	68	92	74	71	96	96	100
2nd Grade	83	59	87	79	83	98	91
1st Grade	95	79	60	88	85	78	91
Kinder	60	83	72	54	98	73	67
Pre-K	44	28	38	22	0	29	17
EE	2	2	1	3	1	3	4
Total Enrollment	540	511	515	487	578	586	557

Total Absences:	33
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Daily ADA	% of Attendance
483.00	93.60
6TH SW ADA	% of Attendance
493.29	95.83
Yearly ADA	% of Attendance
481.03	95.25

6th SW ADA Percentage Breakdown		
HAW	5-3 Only	4-10 THRU 5-22
5th Grade	96.63	97.29
4th Grade	95.96	95.21
3rd Grade	94.12	95.56
2nd Grade	95.18	96.60
1st Grade	88.42	94.37
Kinder	93.33	96.67
Pre-K	86.36	94.65
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	106	87	69	88	67	89	80
4th Grade	90	99	75	61	75	61	91
3rd Grade	101	77	89	76	56	79	67
2nd Grade	83	89	67	72	70	62	73
1st Grade	86	80	86	61	78	76	65
Kinder	74	71	68	67	64	64	63
Pre-K	21	21	21	14	32	14	21
EE	6	3	4	3	2	1	3
Total Enrollment	567	527	479	442	444	446	463

Total Absences:	42
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Daily ADA	% of Attendance
508.50	92.37
6TH SW ADA	% of Attendance
520.12	94.73
Yearly ADA	% of Attendance
504.04	94.56

6th SW ADA Percentage Breakdown		
EES	5-3 Only	4-10 THRU 5-22
5th Grade	92.45	95.34
4th Grade	92.22	95.62
3rd Grade	91.09	94.11
2nd Grade	93.98	95.39
1st Grade	90.70	93.56
Kinder	94.59	94.35
Pre-K	90.48	94.12
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	87	83	107	86	91	95	111
3rd Grade	100	76	74	88	85	88	90
2nd Grade	93	93	77	73	93	75	84
1st Grade	87	83	79	75	73	89	70
Kinder	82	85	78	67	78	70	83
Pre-K	44	44	34	16	35	25	16
EE	32	25	22	17	10	15	11
Total Enrollment	609	598	571	510	569	573	571

Total Absences:	38
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Daily ADA	% of Attendance
531.00	93.32
6TH SW ADA	% of Attendance
545.11	95.59
Yearly ADA	% of Attendance
533.49	94.44

6th SW ADA Percentage Breakdown		
DTS	5-3 Only	4-10 THRU 5-22
5th Grade	92.77	96.81
4th Grade	90.80	95.00
3rd Grade	95.96	96.38
2nd Grade	93.55	95.89
1st Grade	93.10	95.40
Kinder	95.06	95.45
Pre-K	93.02	93.16
EE	85.71	91.27

SCHUPMANN - 107		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
5th Grade	116	113	109	90	74	75	82
4th Grade	125	104	98	81	75	60	69
3rd Grade	125	116	98	83	68	71	61
2nd Grade	105	121	94	90	69	63	63
1st Grade	95	103	109	85	62	65	63
Kinder	94	94	104	88	68	49	61
Pre-K	66	30	36	27	22	11	19
EE	2	5	2	5	3	2	5
Total Enrollment	728	686	650	549	441	396	423

Total Absences:	41.5
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6th SW ADA Percentage Breakdown		
RPS	5-3 Only	4-10 THRU 5-22
5th Grade	95.69	95.61
4th Grade	91.20	96.10
3rd Grade	94.40	94.87
2nd Grade	94.29	95.41
1st Grade	94.74	95.69
Kinder	94.68	93.65
Pre-K	89.39	90.02
EE	0.00	0.00

Daily ADA	% of Attendance
651.00	94.01
6TH SW ADA	% of Attendance
659.00	95.01
Yearly ADA	% of Attendance
638.17	94.57

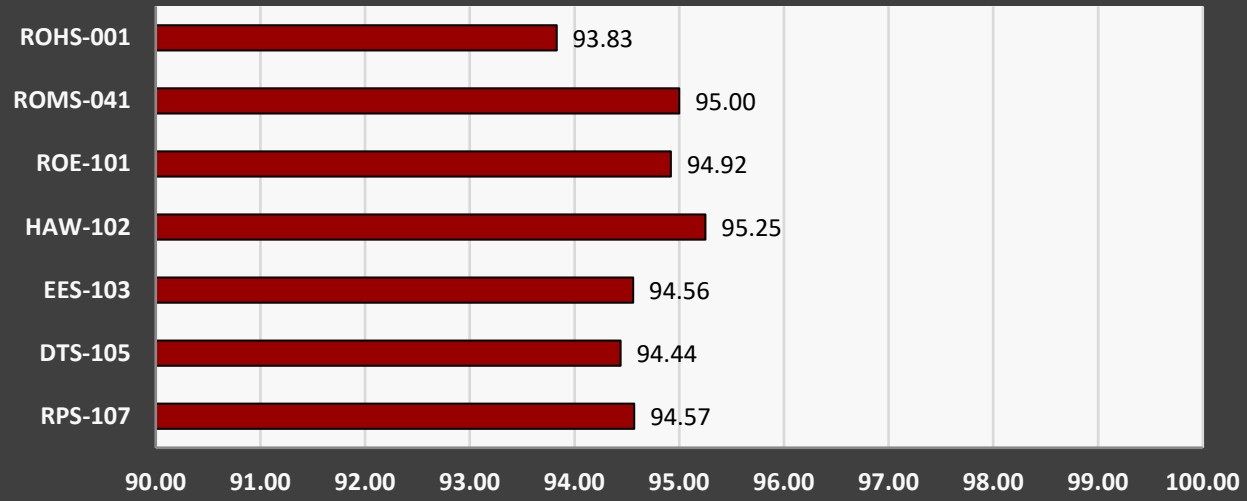
ROISD Enrollment/Grade Level		EOY	EOY	EOY	EOY	EOY	EOY
	CY	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
12th Grade	460	518	480	423	468	444	455
11th Grade	506	438	500	477	432	458	439
10th Grade	605	508	458	529	511	438	458
9th Grade	582	654	556	475	540	511	456
8th Grade	551	545	588	498	470	503	478
7th Grade	516	518	512	544	514	447	480
6th Grade	460	490	492	486	529	487	433
5th Grade	496	471	487	458	461	490	474
4th Grade	472	461	442	421	454	428	471
3rd Grade	481	432	432	391	408	435	409
2nd Grade	439	451	393	409	393	392	412
1st Grade	444	418	428	381	392	389	379
Kinder	366	420	384	361	380	335	345
Pre-K	212	154	167	98	135	115	107
EE	65	54	51	52	31	36	37
Total Enrollment	6655	6532	6370	6003	6118	5908	5833

Total Absences:	426.5
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Daily ADA	% of Attendance
6081.00	93.46
6TH SW ADA	% of Attendance
6159.30	94.65
Yearly ADA	% of Attendance
6114.71	94.49

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	2151	2116	1994	1904	1951	1851	1808
ROMS-041	1527	1551	1592	1528	1513	1437	1391
ROE-101	531	539	569	583	622	619	620
HAW-102	540	511	515	487	578	586	557
EES-103	567	527	479	442	444	446	463
DTS-105	609	598	571	510	569	573	571
RPS-107	728	686	650	549	441	396	423
Total Enrollment	6653	6528	6370	6003	6118	5908	5833

CAMPUS ADA PERCENTAGE - YTD



YEAR TO DATE	
ROHS-001	93.83
ROMS-041	95.00
ROE-101	94.92
HAW-102	95.25
EES-103	94.56
DTS-105	94.44
RPS-107	94.57



Monthly Financial Report

May 2024

RED OAK ISD-TAX COLLECTIONS
Monthly Tax Collections
As of April 30, 2024

GENERAL FUND

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	144,125	26,681,768	29,086,405	91.73%
DELINQUENT TAX COLLECTED	1,167	214,192	200,000	107.10%
PENALTIES AND INTEREST COLLECTED	20,441	189,073	175,000	108.04%
TOTAL FUNDS COLLECTED	165,733	27,085,033	29,461,405	91.93%

DEBT SERVICE

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	66,231	12,242,527	13,900,798	88.07%
DELINQUENT TAX COLLECTED	430	75,729	50,000	151.46%
PENALTIES AND INTEREST COLLECTED	9,176	74,628	30,000	248.76%
TOTAL FUNDS COLLECTED	75,837	12,392,884	13,980,798	88.64%

TOTAL TAX COLLECTIONS	241,570	39,477,917	43,442,203	90.87%
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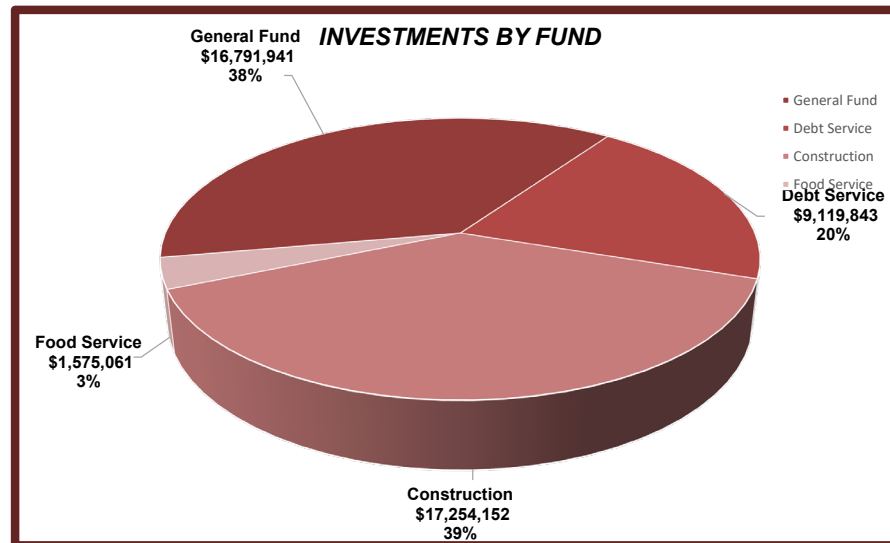
Red Oak Independent School District
Investment Summary Report
As of April 30, 2024

INVESTMENT POOL ACCOUNTS	BEGINNING BALANCE 04/01/2024	DEPOSITS	WITHDRAWALS	INTEREST FOR MONTH	ENDING BALANCE 04/30/2024	INTEREST RATE	INTEREST YEAR TO DATE
<u>TEXSTAR</u>							
General Fund	\$ 10,523.07	\$ -	\$ -	45.90	\$ 10,568.97	5.3057%	\$ 456.33
Construction	\$ 239,067.18	\$ -	\$ -	1,042.53	\$ 240,109.71	5.3057%	\$ 1,315,109.71
<u>TEXPOOL</u>							
General/Construction Fund	2,664.35	-	-	11.70	2,676.05	5.3233%	115.35
Money Market	1,537.05	-	-	6.60	1,543.65	5.3233%	66.76
<u>FIRST PUBLIC-GOV.OVERNIGHT</u>							
General Fund	17,606,887.69	6,660,335.90	7,565,577.72	75,506.83	16,777,152.70	5.3253%	700,033.88
Debt Service	8,996,119.61	84,251.56	-	39,471.42	9,119,842.59	5.3253%	357,507.52
Construction	17,588,592.74	-	650,000.00	75,449.15	17,014,041.89	5.3253%	1,435,078.50
Food Service	1,690,359.56	484,701.75	606,805.86	6,805.86	1,575,061.31	5.3253%	52,050.52
TOTAL INVESTMENT POOLS	\$ 46,135,751	\$ 7,229,289	\$ 8,822,384	\$ 198,340	\$ 44,740,997		3,860,418.57

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
Investment Summary Report
 4/1/2024 - 4/30/2024

Identifier	Description	Security Type	Final Maturity	Beginning Market Value	Ending Market Value	Ending Market Value + Accrued	Ending Book Value	Interest Income
61747C707	MORG STAN I LQ:GV I	MMFUND	04/30/2024	2,322,356.32	2,529,490.03	2,529,490.03	2,529,490.03	10,747.95
CCYUSD	Receivable	CASH	04/30/2024	165,571.21	10,747.95	10,747.95	10,747.95	0.00
24023GEL7	DCAT, LLC	CP	05/20/2024	992,047.00	997,012.00	997,012.00	997,165.83	0.00
912797HR1	UNITED STATES TREASURY	T-BILL	05/23/2024	4,962,238.95	4,983,882.65	4,983,882.65	4,984,004.17	0.00
912796ZW2	UNITED STATES TREASURY	T-BILL	06/20/2024	6,424,816.32	6,452,420.20	6,452,420.20	6,452,965.28	0.00
912797KP1	UNITED STATES TREASURY	T-BILL	07/16/2024	6,892,612.44	6,922,582.10	6,922,582.10	6,923,052.11	0.00
62479LHG3	MUFG Bank, Ltd., New York Branch	CP	08/16/2024	1,958,558.00	1,967,744.00	1,967,744.00	1,968,613.33	0.00
89233GHK5	Toyota Motor Credit Corporation	CP	08/19/2024	1,957,902.00	1,966,960.00	1,966,960.00	1,967,855.55	0.00
4497W0HL5	ING (U.S.) Funding LLC	CP	08/20/2024	1,957,134.00	1,966,646.00	1,966,646.00	1,967,501.67	0.00
912797KK2	UNITED STATES TREASURY	T-BILL	09/12/2024	2,930,340.00	2,942,042.28	2,942,042.28	2,943,105.83	0.00
22533TJH0	Credit Agricole Corporate And Investment Bank, New	CP	09/17/2024	1,949,444.00	1,958,612.00	1,958,612.00	1,959,303.89	0.00
912828Y5	UNITED STATES TREASURY	US GOV	09/30/2024	984,863.28	986,835.94	988,635.80	987,234.76	1,741.80
91282CDB4	UNITED STATES TREASURY	US GOV	10/15/2024	683,115.24	685,207.03	685,398.29	685,610.34	358.61
63873JK8	Natixis, New York Branch	CP	10/18/2024	970,288.00	974,740.00	974,740.00	975,208.33	0.00
09659BKM1	BNP Paribas New York Branch	CP	10/21/2024	1,939,822.00	1,948,524.00	1,948,524.00	1,950,118.33	0.00
63873JK4	Natixis, New York Branch	CP	11/19/2024	1,931,552.00	1,940,000.00	1,940,000.00	1,941,420.00	0.00
4497W0LM8	ING (U.S.) Funding LLC	CP	11/21/2024	965,395.00	969,752.00	969,752.00	970,363.34	0.00
62479LLN3	MUFG Bank, Ltd., New York Branch	CP	11/22/2024	965,582.00	969,495.00	969,495.00	970,502.78	0.00
21687AMD2	COÖPERATIEVE RABOBANK U.A., NEW YORK BRAI	CP	12/13/2024	1,925,946.00	1,932,314.00	1,932,314.00	1,935,338.89	0.00
89233GMH6	Toyota Motor Credit Corporation	CP	12/17/2024	962,470.00	965,962.00	965,962.00	967,288.89	0.00
91282CDS7	UNITED STATES TREASURY	US GOV	01/15/2025	969,433.59	971,230.47	974,537.48	972,448.26	927.20
91282CDS7	UNITED STATES TREASURY	US GOV	01/15/2025	1,211,791.99	1,214,038.09	1,218,171.84	1,216,052.71	1,159.00
73723RH48	PORTSMOUTH VA	MUNI	02/01/2025	981,596.07	981,985.02	989,485.02	984,223.52	2,500.00
912828J27	UNITED STATES TREASURY	US GOV	02/15/2025	1,703,549.80	1,704,746.10	1,712,053.79	1,707,448.99	2,884.62
912828J27	UNITED STATES TREASURY	US GOV	02/15/2025	973,457.03	974,140.63	978,316.45	976,253.23	1,648.35
91282CED9	UNITED STATES TREASURY	US GOV	03/15/2025	1,938,945.32	1,940,585.94	1,945,056.05	1,943,672.36	2,853.26
91282CED9	UNITED STATES TREASURY	US GOV	03/15/2025	1,938,945.32	1,940,585.94	1,945,056.05	1,944,862.75	2,853.26
91282CEH0	UNITED STATES TREASURY	US GOV	04/15/2025	1,464,140.63	1,463,642.58	1,465,363.89	1,466,571.69	3,227.46
91282CEH0	UNITED STATES TREASURY	US GOV	04/15/2025	1,464,140.63	1,463,642.58	1,465,363.89	1,467,634.04	3,227.46
91282CEQ0	UNITED STATES TREASURY	US GOV	05/15/2025	1,171,171.87	1,169,976.56	1,185,207.33	1,173,208.77	2,719.78
91282CEQ0	UNITED STATES TREASURY	US GOV	05/15/2025	1,951,953.12	1,949,960.94	1,975,345.56	1,956,675.91	4,532.97
91282CEU1	UNITED STATES TREASURY	US GOV	06/15/2025	853,979.49	852,663.58	862,148.72	855,907.24	2,061.99
373384TP1	GEORGIA ST	MUNI	07/01/2025	740,727.60	740,583.80	750,958.80	742,837.29	2,593.75
20772J3K6	CONNECTICUT ST	MUNI	08/15/2025	483,730.28	482,681.47	485,341.47	484,674.35	1,050.00
91282CFE6	UNITED STATES TREASURY	US GOV	08/15/2025	3,420,703.13	3,411,201.19	3,434,037.72	3,428,279.05	9,014.42
---	---	---	11/02/2024	65,110,319.61	65,332,634.06	65,459,404.37	65,407,641.49	56,101.87

PMA Asset Management, LLC, an approved Investment Officer of Red Oak ISD, hereby certifies this Investment Summary Report represents the investments we manage on behalf of the District as of the above date in compliance with the Texas Public Funds Investment Act and Red Oak ISD Investment Policy.

Brian Hextell
 Senior vice President
 Institutional Portfolio Manager
 PMA Asset Management, LLC

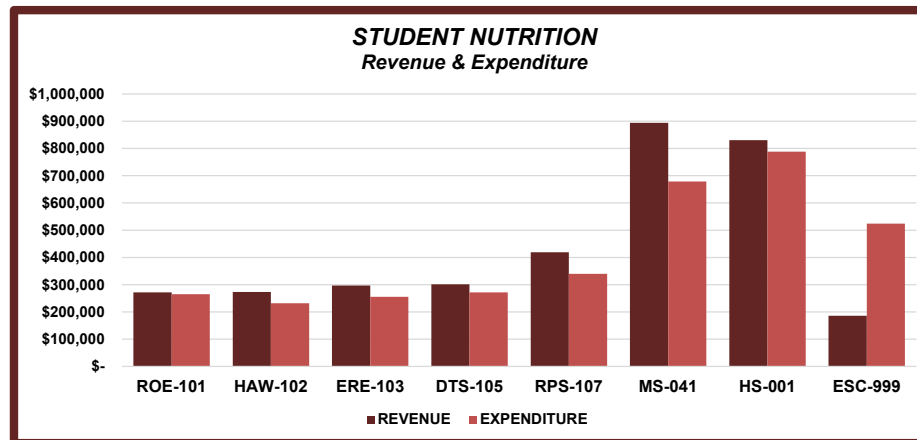
May 08, 2024
 Date

Prudent Man Advisors, LLC doing business as PMA Asset Management, LLC ("PMA") is an investment adviser registered with the U.S. Securities and Exchange Commission. This report is intended to detail investment advisory activity through your PMA advisory separately managed account (hereinafter "Account"). All transactions are reflected as of trade date. Information derived from sources other than PMA (including market value and market analytics), is believed to be accurate, but is not independently verified nor guaranteed to be accurate or complete. Accounting settings on PMA's accounting and reporting platform, provided by Clearwater Analytics, may not reflect your internal accounting methodology. This report is not intended to be nor should it be relied upon in any way as a forecast or guarantee of future events regarding a not particular investment or the markets in general. Certain security characteristics may include assumptions including, but not limited to, expected levels of volatility, prepayment rates, default rates and recovery rates. Future market experience may differ from these assumptions. Past performance is not a guarantee of future results. As with all strategies, there is a risk of loss of all or portion of the amount invested.

Red Oak ISD - Student Nutrition
Revenue / Expenditure Detail
 As of April 30, 2024

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041	HS-001	ESC-999	TOTAL
Average Daily Participation (ADP):									
Breakfast	155	136	207	210	308	509	243	0	1,768
Lunch	356	375	380	374	535	1031	952	0	4,003
Afterschool	20	17	29	35	30	0	0	0	131

	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	\$ 56,892	\$ 61,659	\$ 68,402	\$ 64,228	\$ 71,702	\$ 206,851	\$ 296,792	\$ 106,252	\$ 932,778	\$ 872,572	107%
58xx State Matching	-	-	-	-	-	-	-	52,604	\$ 52,604	60,000	88%
5921 Federal - Breakfast	47,887	38,209	54,252	62,122	86,832	168,653	76,887	-	\$ 534,843	310,000	173%
5922 Federal - Lunch	166,842	173,699	174,548	175,043	260,607	518,706	457,112	-	\$ 1,926,557	1,505,000	128%
5923 USDA Commodities	-	-	-	-	-	-	-	-	\$ -	120,000	0%
5939/49 Other Revenue	-	-	-	-	-	-	-	27,019	\$ 27,019	103,000	26%
TOTAL REVENUE	\$ 271,621	\$ 273,566	\$ 297,202	\$ 301,394	\$ 419,142	\$ 894,210	\$ 830,791	\$ 185,874	\$ 3,473,801	\$ 2,970,572	117%
61xx Payroll	\$ 111,065	\$ 73,757	\$ 76,178	\$ 102,969	\$ 118,165	\$ 190,647	\$ 328,531	\$ 366,025	\$ 1,367,338	\$ 1,673,672	82%
62xx Contracted Services	2,939	2,323	2,092	5,516	5,094	3,750	7,769	5,897	\$ 35,380	83,200	43%
63xx Supplies	151,423	155,540	176,913	163,401	216,389	484,631	452,293	96,438	\$ 1,897,027	2,191,700	87%
64xx Travel / Miscellaneous	-	-	-	-	-	-	-	18,323	\$ 18,323	22,000	83%
66xx Capital Outlay	-	-	-	-	-	-	-	37,091	\$ 37,091	-	0%
TOTAL EXPENDITURES	\$ 265,427	\$ 231,620	\$ 255,183	\$ 271,887	\$ 339,648	\$ 679,028	\$ 788,593	\$ 523,773	\$ 3,355,159	\$ 3,970,572	85%
Other Sources (Uses)									\$ 800,617		
Operating Transfers In											
Revenue Over (Under) Expenditures	\$ 6,193	\$ 41,946	\$ 42,020	\$ 29,508	\$ 79,494	\$ 215,182	\$ 42,198	\$ (337,899)	\$ 118,641	\$ (1,000,000)	



Red Oak ISD - Debt Service Fund
Revenue / Expenditure Detail
 As of April 30, 2024

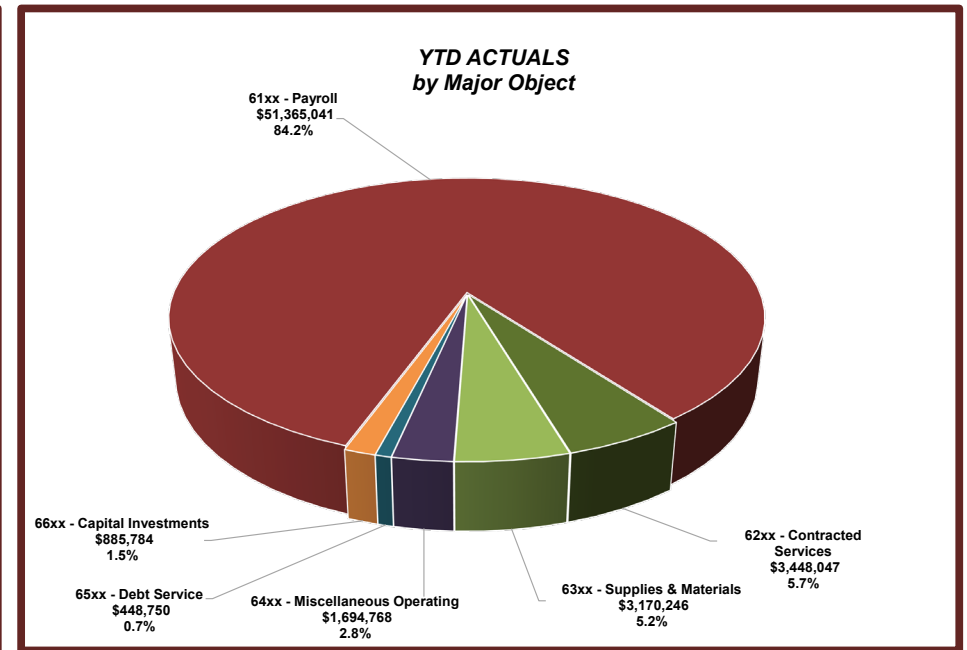
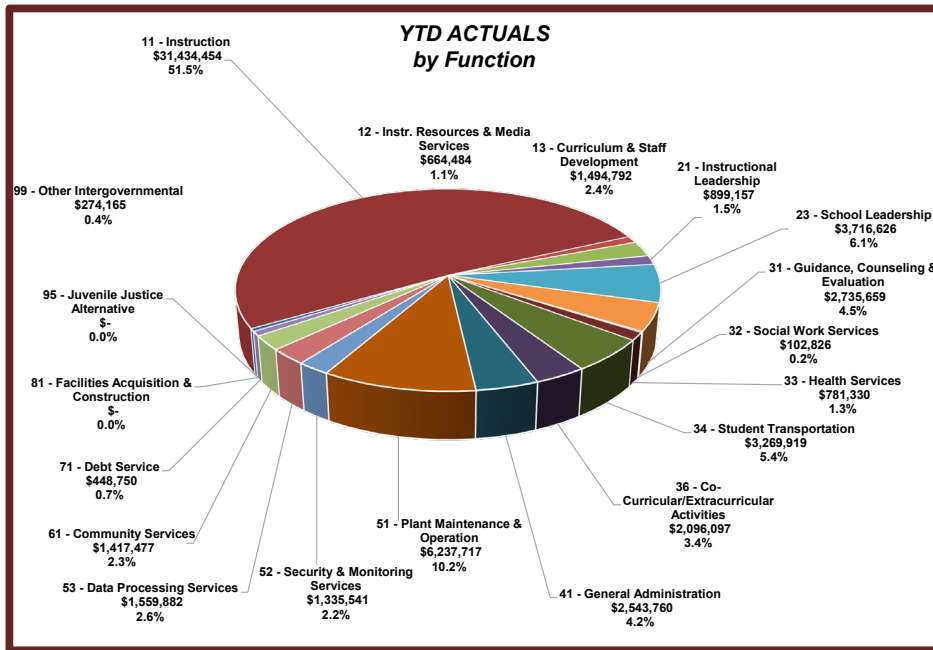
	Original Budget	YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget
Revenues					
57xx Local	\$ 14,125,798	\$ 13,621,087	\$ -	\$ 504,711	96.43%
58xx State	400,000	-	-	400,000	0.00%
TOTAL	\$ 14,525,798	\$ 13,621,087	\$ -	\$ 904,711	93.77%
Expenditures					
71 Debt Service	\$ 16,189,688	13,437,367	\$ -	\$ 2,752,321	83.00%
TOTAL	\$ 16,189,688	\$ 13,437,367	\$ -	\$ 2,752,321	83.00%
Other Resources/(Uses)					
Issuance of Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
Premium/Discount	-	-	-	-	0.00%
Escrow	-	-	-	-	0.00%
TOTAL	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue Over					
(Under) Expenditures	\$ (1,663,890)	\$ 183,719	\$ -	\$ (1,847,609)	

Red Oak ISD - General Fund
Revenue/Expenditure Detail
As of April 30, 2024

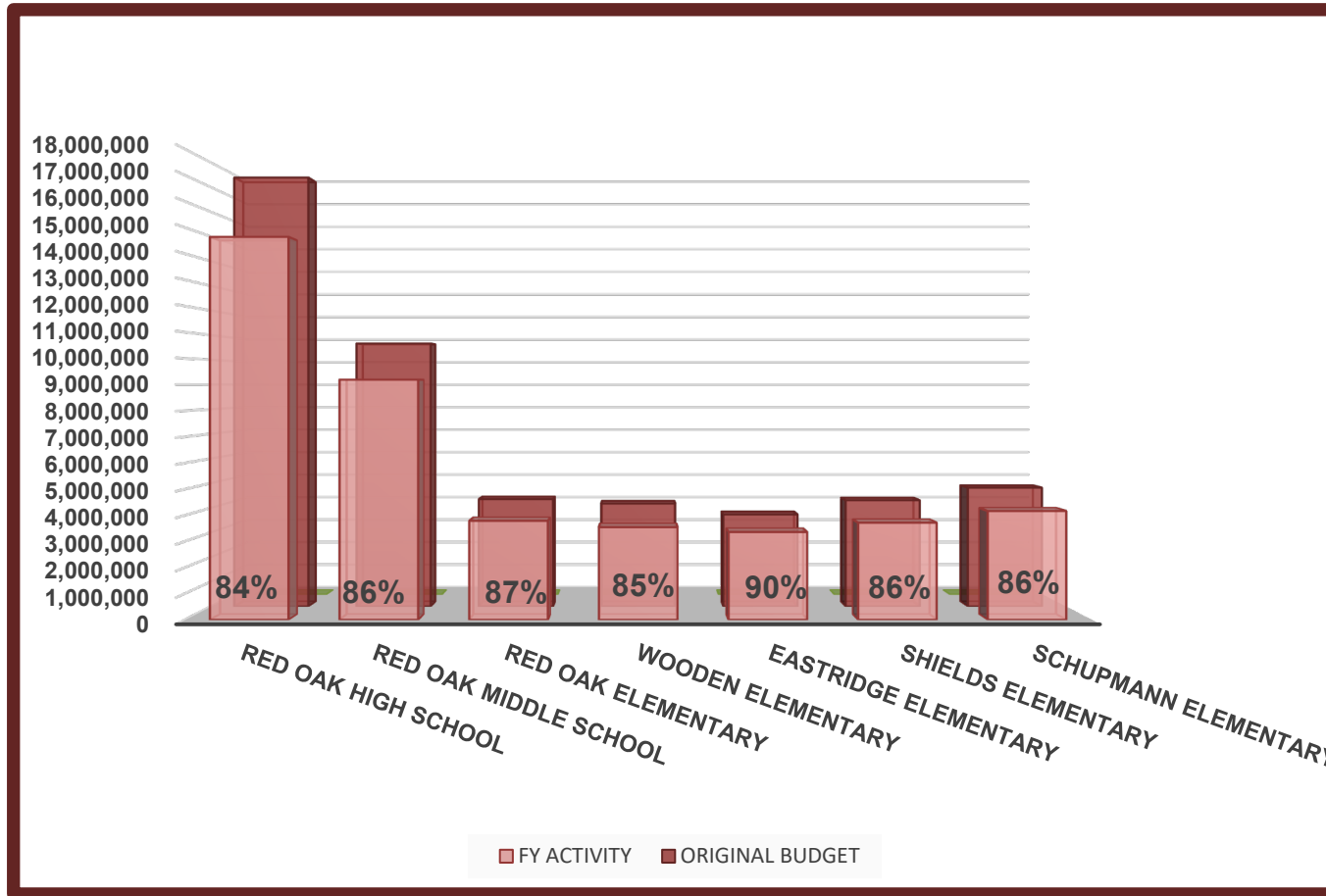
	Amended Budget	2023-2024 YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget	2022-2023 YTD Actuals (Audited)	YTD Actuals Variance
Revenues							
57xx Local	\$ 31,562,964	\$ 29,012,109	\$ -	\$ 30,873,688	91.92%	\$ 31,985,269	\$ (2,973,159)
58xx State	40,239,748	22,463,501	-	39,688,188	55.82%	21,199,420	1,264,081
59xx Federal	1,250,000	948,061	-	825,683	75.84%	3,284,117	(2,336,056)
TOTAL	\$ 73,052,712	\$ 52,423,671	\$ -	\$ 71,387,559	72%	\$ 56,468,805	\$ (4,045,134)
Expenditures							
11 Instruction	\$ 36,915,401	\$ 31,434,454	\$ 391,396	\$ 34,966,489	86.21%	\$ 29,102,467	\$ 2,331,988
12 Instr. Resources & Media Services	940,129	664,484	3,293	876,587	71.03%	612,656	51,828
13 Curriculum & Staff Development	2,158,961	1,494,792	35,546	2,001,184	70.88%	1,509,984	(15,192)
21 Instructional Leadership	1,090,419	899,157	4,023	909,974	82.83%	714,351	184,806
23 School Leadership	4,339,327	3,716,626	11,979	3,698,514	85.93%	3,323,448	393,178
31 Guidance, Counseling & Evaluation	3,211,589	2,735,659	77,246	2,886,736	87.59%	2,352,029	383,629
32 Social Work Services	214,885	102,826	-	203,330	47.85%	101,995	831
33 Health Services	980,432	781,330	11,731	945,013	80.89%	721,500	59,830
34 Student Transportation	3,657,111	3,269,919	170,701	2,721,505	94.08%	2,662,150	607,768
36 Co-Curricular/Extracurricular Activities	2,557,964	2,096,097	-	2,006,146	81.94%	-	2,096,097
41 General Administration	2,981,213	2,543,760	76,922	2,334,475	87.91%	2,071,789	471,970
51 Plant Maintenance & Operation	7,774,073	6,237,717	49,458	3,972,530	80.87%	2,535,276	3,702,441
52 Security & Monitoring Services	1,692,541	1,335,541	543,759	1,423,133	111.03%	5,583,315	(4,247,774)
53 Data Processing Services	1,748,753	1,559,882	11,080	1,028,210	89.83%	1,104,967	454,916
61 Community Services	1,826,414	1,417,477	50,042	1,638,764	80.35%	1,454,306	(36,829)
71 Debt Service	475,500	448,750	12,247	401,125	96.95%	1,475,757	(1,027,007)
81 Facilities Acquisition & Construction	53,000	-	-	53,000	0.00%	448,000	(448,000)
95 Juvenile Justice Alternative	45,000	-	-	45,000	0.00%	-	-
99 Other Intergovernmental	390,000	274,165	83,036	32,799	91.59%	329,731	(55,566)
TOTAL	\$ 73,052,712	\$ 61,012,637	\$ 1,532,460	\$ 62,144,515	86%	\$ 56,103,722	\$ 4,908,915
Other Resources/(Uses)							
Sale of Property	\$ 0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
	\$ 0	\$ -	\$ -	\$ 0	0%	\$ -	\$ -
Revenue Over (Under) Expenditures	\$ 0	\$ (8,588,966)	\$ (1,532,460)	\$ 9,243,044		\$ 365,083	\$ (8,954,049)

*The District reports on the modified accrual basis.

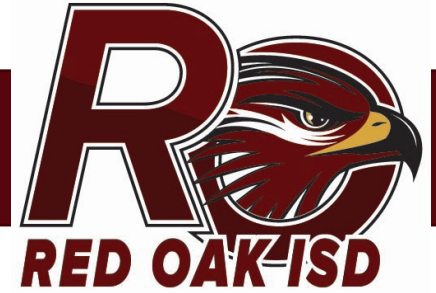
Red Oak ISD - General Fund
Revenue / Expenditure Detail
As of April 30, 2024



Red Oak ISD - General Fund
Comparison by Campus
As of April 30, 2024



Questions



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