

**AGENDA OF SCHOOL DISTRICT REGULAR MEETING  
SCHOOL BOARD  
RED OAK INDEPENDENT SCHOOL DISTRICT  
Monday, June 13, 2022**

Notice is hereby given that a Regular Meeting of the School Board of the Red Oak Independent School District will be held on Monday, June 13, 2022 beginning at 7:00 PM at Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

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

1. CALL TO ORDER / ESTABLISH QUORUM
2. INVOCATION
3. PLEDGES OF ALLEGIANCE
4. RECOGNITIONS
  - A. Top Hawks  
Brenda Sanford, Superintendent
  - B. Hawk Staff Spotlight  
Brenda Sanford, Superintendent
5. SUPERINTENDENT'S REPORT
  - A. Curriculum Update  
Melissa Sulak, Executive Director of Curriculum and Instruction
  - B. Projects Update  
Kevin Freels, Assistant Superintendent of District Operations
  - C. Corgan Construction Data Update  
Steve Hulseley, Corgan
  - D. District Update  
Brenda Sanford, Superintendent
6. OPEN FORUM 4
7. ACTION ITEMS
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    1. Minutes from School Board Special Meeting on May 7, 2022 5
    2. Minutes from School Board Regular Meeting on May 16, 2022 6
    3. Minutes from School Board Special Meeting on May 23, 2022 13
    4. Payment of Current Bills Over \$50,000 15
    5. Renewal of Student / Athletic Accident Insurance 25
    6. Consideration and Approval of 2021-2022 Budget Amendments 28
    7. Legal Services Retainer Agreement - Walsh Gallegos Trevino Kyle & Robinson 30
  - B. Consideration and Approval of 2022-2023 Fiscal Year Budget 34  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer
  - C. Consideration and Approval of 2022-2023 Accelerated Instruction Budget 40  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer
  - D. Consideration and Approval of Board Nomination of TASB Director Candidate 41  
Brenda Sanford, Superintendent

E.	Consideration and Approval of District Property and Casualty Quotes for Insurance Renewal Julie Phillips, Purchasing Agent	61
F.	Consideration and Approval of Memorandum of Understanding with the Red Oak ISD Education Foundation Brenda Sanford, Superintendent and Karen Anderson, Executive Director of Red Oak ISD Education Foundation and Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO	65
G.	Consideration and Approval of Purchase of Playground Equipment for Little Hawks Learning Center Kevin Freels, Assistant Superintendent of District Operations	71
H.	Consideration and Approval of Purchase of Portables Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer	75
I.	Consideration and Approval of Secondary Level New Course Proposals for 2022-2023 Melissa Sulak, Executive Director of Curriculum and Instruction	78
J.	Consideration and Approval of Switch Replacements at Schupmann Elementary School and Red Oak Middle School Tony Maceda, Director of Information Technology	89
K.	Consideration and Approval of Technology Device Purchase Tony Maceda, Director of Information Technology	92
L.	Consideration and Approval of TASB Local Policy - DEC (LOCAL) - Compensation and Benefits - Leaves and Absences Michelle Ailara, Assistant Superintendent of Human Resources	94
M.	Consideration and Approval of TASB Risk Management Fund Interlocal Participation Agreement Michelle Ailara, Assistant Superintendent of Human Resources and Maricela Torres, Benefits and Leave Coordinator	104
8.	INFORMATION ITEMS	
A.	Athletic Report	115
B.	Enrollment Report	116
C.	Finance Report	121
D.	Fine Arts Report	129
E.	Purchasing Cooperatives - Annual Report	130
9.	CLOSED SESSION	
A.	Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.	
B.	Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.	
C.	Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.	
D.	Texas Government Code 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.	
	1. Personnel Matters	
	2. Superintendent Contract	
E.	Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.	

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

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

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

This notice was posted in compliance with the Open Meetings Act on June 10, 2022 at 4:30 p.m.

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Brenda Sanford, Superintendent  
(For the Board of Trustees)

## AUDIENCE PARTICIPATION SIGN-UP SHEET

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

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

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

**MINUTES OF THE  
SCHOOL BOARD SPECIAL MEETING  
RED OAK INDEPENDENT SCHOOL DISTRICT  
Saturday, May 7, 2022**

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

1. CALL TO ORDER / ESTABLISH QUORUM

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

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

The following Board members were present: John Anderson, President; Melanie Petersen, Vice President; Brian Sebring, Secretary (arrived at 8:19 p.m.); Johnny Knight; and Michelle Porter.

The following Board members were absent: Dr. Joy Shaw and Penny Story.

2. OPEN FORUM

**No one spoke in Open Forum.**

3. REVIEW INITIAL SCHOOL BOND ELECTION RESULTS AS THEY BECOME AVAILABLE

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

4. ADJOURNMENT

**As there was no further business or action to be taken, the meeting adjourned at 9:19 p.m.**

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John Anderson, Board President

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Brian Sebring, Board Secretary

**MINUTES OF THE  
SCHOOL BOARD REGULAR MEETING  
RED OAK INDEPENDENT SCHOOL DISTRICT  
Monday, May 16, 2022**

A Regular Meeting of the Board of Trustees of Red Oak ISD was held Monday, May 16, 2022, beginning at 7:00 PM at the Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

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

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

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

The following Board member was absent: Dr. Joy Shaw.

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. ACTION ITEM

- A. Canvass May 7, 2022 Red Oak Independent School District Bond Election  
John Anderson, Board President

**Canvassing of the May 7, 2022 Red Oak ISD Bond Election was conducted. Mr. Anderson read the Summary of Precinct Returns with Ms. Petersen confirming with the Ellis County Administrator's Election Results as follows: Prop A (For-1,535 and Against-1,788); Prop B (For-1,312 and Against-2,010); Prop C (For-1,311 and Against-2,010); and Prop D (For-1,386 and Against-1,941).**

**Ms. Petersen made a motion that the Board approve the canvassing of the Election Returns for the Red Oak ISD Bond Election held on May 7, 2022 as presented by Mr. Anderson, along with the Certificate of Order Canvassing Bond Election Returns and the Order Canvassing Bond Election Returns. Mr. Sebring seconded the motion. The motion passed 6 – 0.**

5. NON-ACTION ITEMS

- A. Issuance of Certificates of Election  
John Anderson, Board President

**Mr. Anderson read the Certificates of Election of Donna Knight and Brian Sebring as Red Oak ISD School Board Trustees.**

- 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

**Debbie Temple, Notary Public, administered the Statement of Elected Officer and Oath of Office to Donna Knight and Brian Sebring.**

6. ACTION ITEM

- A. Election of Red Oak Independent School District School Board Officers for 2022-2023

1. President

**John Anderson was nominated for President by Ms. Petersen and seconded by Mr. Knight. There were no further nominations and Mr. Anderson was elected as President by a vote of 7 – 0.**

2. Vice President

**Melanie Petersen was nominated for Vice President by Mr. Sebring and seconded by Ms. Porter. There were no further nominations and Ms. Petersen was elected as Vice President by a vote of 7 – 0.**

3. Secretary

**Brian Sebring was nominated for Secretary by Mr. Knight and seconded by Ms. Petersen. There were no further nominations and Mr. Sebring was elected Secretary by a vote of 7 – 0.**

7. RECOGNITIONS

- A. Top Hawks  
Brenda Sanford, Superintendent

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

- B. Hawk Staff Spotlight  
Brenda Sanford, Superintendent

**The Board and Ms. Sanford recognized Ms. Rosy Munoz, Special Education Aide at Red Oak High School, as the Hawk Staff Spotlight winner.**

8. SUPERINTENDENT'S REPORT

- A. Campus Discipline Update  
Brenda Sanford, Superintendent

**Ms. Sanford gave a presentation to the Board titled “Refocusing to Meet Our Mark”. The presentation included information on focusing on student success, retaining high quality staff, school culture, and character education. Ms. Sanford also included what steps the district will be taking to meet goals and how the district will stay on target.**

**Elementary, Secondary and DAEP principals gave an update on their campus discipline obstacles, interventions, and focus points.**

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

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

- C. District Update  
Brenda Sanford, Superintendent

**The ROHS Symphonic Band competed in the UIL Region 20 Concert and Sight-Reading evaluation. The Symphonic Band earned the Sweepstakes Award and was the only non-varsity band to earn this award.**

**During the week of April 25, Red Oak ISD held open houses to celebrate Texas Public Schools Week.**

**On April 27, ROHS held their annual Decision Day and had 50 students sign their college acceptance letters.**

**The Red Oak ISD Education Foundation honored our top 25 seniors and their STAR teachers at their annual Celebration of Stars Dinner on April 25.**

**Red Oak High School held their annual VIP Prom on April 29, and Ms. Sanford had the honor of crowning the King and Queen.**

**On April 29, the Red Oak High School Band performed at the Invitational Wind Band Festival at the Myerson Symphony Center in Dallas.**

**Teacher Appreciation Week was celebrated the week of May 2.**

**Red Oak High School Art students competed at the ECAA Art Competition last month and we had seven students place.**

**Red Oak High School English II students hosted their second annual expo for students to present their end of year Passion Projects.**

**Red Oak ISD had their annual Celebration Tour on May 5, to surprise outstanding staff members for all their hard work throughout the year.**

**Amanda Garcia - Auxiliary Employee of the Year**

**Kathy Stokes - Paraprofessional of the Year**

**Melody Hawkins - Elementary Support Professional of the Year**

**Susan Underwood - Secondary Support Professional of the Year**

**Katelynn Rowton - Rookie of the Year**

**Missy Mallory - DTS Heart of a Champion**

**Tiffany Munoz - Elementary Teacher of the Year**

**Alaina Faulconer - Secondary Teacher of the Year**

**Red Oak ISD had 4 student-athletes sign their letter of intent on May 6. This brings the total for the year to 23 student signees.**

**National Police Week was celebrated this past week. I was able to visit our city police officers and present them with a small token of our appreciation.**

**Congratulations to the ROISD Community Partners Academy graduates. These community, parent, and business leaders invested their time this spring to learn about district operations.**

**The Red Oak Middle School Band performed at TCU and were able to take a tour of the brand new Van Cliburn Concert Hall.**

**The Masonic Lodge 461 recently recognized two Red Oak ISD employees.**

**Sarah Reyes, ROHS Attendance Clerk, received a scholarship for continuing education and Jennifer Tumey received the Lamar Award for service.**

**Red Oak High School had 17 seniors graduate from Navarro College with their Associates Degree.**

**The Area Champion Lady Hawks Softball Team made it to the Regional Quarterfinal Playoffs.**

**Ms. Sanford announced services for Dr. Shaw, who served ROISD for many years in many different roles. She served as a board member from 2010 until 2022.**

**Visitation:**

**Wayne Boze Funeral Home**

**Friday, May 27 from 6-8 p.m.**

**1826 W. Hwy 287 Business, Waxahachie, TX**

**Service:**

**Dr. Joy Cockerham Shaw ‘Maroon and White’ Memorial Service and Pep Rally**

**Red Oak High School**

**Performing Arts Center**

**Saturday, May 28 at 10:00 a.m.**

**Ms. Sanford addressed Ms. Story’s request regarding portables.**

**9. OPEN FORUM**

**The following individuals spoke in Open Forum – Ruby Batiste in regards to the bond election and Dr. Stanfill thanking the Board for their service.**

**10. ACTION ITEMS**

**A. Consent Agenda**

- 1. Minutes from School Board Regular Meeting on April 18, 2022**
- 2. Payment of Current Bills Over \$50,000**

**Ms. Petersen made a motion to approve the Consent Agenda as presented.**

**Mr. Knight seconded the motion. The motion passed 7 – 0.**

**B. Consideration and Approval of New Bank Account for Merchant / Credit Card Processing**

**Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO**

**Mr. Knight made a motion that the Board approve opening a new bank account at Prosperity Bank for the deposit of credit card payments.**

**Mr. Sebring seconded the motion. The motion passed 7 – 0.**

- C. Consideration and Approval of Audit Engagement Letter for 2021-2022  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO

**Mr. Knight made a motion that the Board approve Hankins, Eastup, Deaton, Tonn & Seay, PC to conduct Red Oak ISD’s annual financial audit for the 2021-2022 fiscal year. Ms. Petersen seconded the motion. The motion passed 7 – 0.**

- D. Consideration and Approval of the Order Calling Bonds for Redemption and Other Matters Relating to Red Oak Independent School District Unlimited Tax Refunding Bonds, Series 2013  
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / CFO

**Ms. Petersen made a motion that the Board approve the Order Calling Bonds for Redemption and Other Matters relating to Red Oak Independent School District Unlimited Tax Refunding Bonds, Series 2013. Mr. Sebring seconded the motion. The motion passed 7 – 0.**

11. INFORMATION ITEMS

- A. Athletic Report
- B. Campus Reports
  - 1. Eastridge Elementary School
  - 2. Red Oak Elementary School
  - 3. Russell P. Schupmann Elementary School
  - 4. Donald T. Shields Elementary School
  - 5. H. A. Wooden Elementary School
  - 6. Red Oak Middle School
  - 7. Red Oak High School
  - 8. Little Hawks Learning Center
- C. Enrollment Report
- D. Finance Report
- E. Fine Arts Report

12. CLOSED SESSION

**The Board convened into Closed Session at 9:51 p.m.**

- A. Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.
- B. Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.
- C. Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.

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

**The Board reconvened back into Open Session at 11:59 p.m.**

14. ADJOURNMENT

**As there was no further business or action to be taken, the meeting adjourned at 12:00 a.m.**

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John Anderson, Board President

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Brian Sebring, Board Secretary

**MINUTES OF THE  
SCHOOL BOARD SPECIAL MEETING  
RED OAK INDEPENDENT SCHOOL DISTRICT  
Monday, May 23, 2022**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Monday, May 23, 2022, beginning at 6:00 PM at the Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

The Regular Meeting of the School Board was called to order by John Anderson, President of the School Board, at 6:05 p.m.

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

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

The following Board member was absent: None.

2. INVOCATION

Mr. Sebring led the invocation.

3. PLEDGES OF ALLEGIANCE

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

4. OPEN FORUM

**No one spoke in Open Forum.**

5. TEAM OF EIGHT TRAINING

**Brenda Sanford, Superintendent, introduced a school board trustee consultant from Region 10, who led the Team of Eight Training.**

6. CLOSED SESSION

**The Board convened into Closed Session at 10:14 p.m.**

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

**The Board reconvened back into Open Session at 11:30 p.m.**

8. ADJOURNMENT

**As there was no further business or action to be taken, the meeting adjourned at 11:31 p.m.**

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John Anderson, Board President

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Brian Sebring, Board Secretary

CHECK		ACCOUNT					
NUMBER	VENDOR	AMOUNT	NUMBER				
216761	GUNN CHEVROLET LTD	71,509.00	199	E	34	6631 00 991 0 99 000	
		71,509.00	Totals for 216761				
216913	MASTERCARD-CITIBANK,	329.06	199	E	51	6317 00 993 0 99 IPM	
216913	MASTERCARD-CITIBANK,	387.41	199	E	34	6249 00 991 0 99 000	
216913	MASTERCARD-CITIBANK,	105.53	199	E	41	6399 00 728 0 99 000	
216913	MASTERCARD-CITIBANK,	10.81	199	E	53	6299 00 997 0 99 000	
216913	MASTERCARD-CITIBANK,	294.30	199	E	13	6411 00 871 0 99 HTL	
216913	MASTERCARD-CITIBANK,	172.57	199	E	11	6412 00 001 0 22 FOD	
216913	MASTERCARD-CITIBANK,	172.57	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	292.24	199	E	11	6412 00 001 0 22 FOD	
216913	MASTERCARD-CITIBANK,	292.24	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	43.68	199	E	11	6412 00 001 0 22 MIL	
216913	MASTERCARD-CITIBANK,	43.67	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	48.13	199	E	11	6412 00 001 0 22 MIL	
216913	MASTERCARD-CITIBANK,	48.14	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	20.00	199	E	11	6412 00 001 0 22 HTL	
216913	MASTERCARD-CITIBANK,	20.00	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	20.00	199	E	11	6412 00 001 0 22 HTL	
216913	MASTERCARD-CITIBANK,	20.00	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	20.00	199	E	11	6412 00 001 0 22 HTL	
216913	MASTERCARD-CITIBANK,	20.00	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	20.00	199	E	11	6412 00 001 0 22 HTL	
216913	MASTERCARD-CITIBANK,	20.00	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	345.00	199	E	36	6411 00 001 0 91 REG	
216913	MASTERCARD-CITIBANK,	708.00	199	E	36	6412 99 001 0 91 FOD	
216913	MASTERCARD-CITIBANK,	689.06	199	E	36	6412 99 001 0 91 FOD	
216913	MASTERCARD-CITIBANK,	22.65	461	E	11	6399 00 001 0 11 CBI	
216913	MASTERCARD-CITIBANK,	37.75	461	E	11	6499 00 001 0 11 CBI	
216913	MASTERCARD-CITIBANK,	140.80	199	E	61	6499 00 870 0 99 AFT	
216913	MASTERCARD-CITIBANK,	99.01	199	E	61	6399 00 870 0 99 000	
216913	MASTERCARD-CITIBANK,	268.20	199	E	61	6399 00 870 0 99 AFT	
216913	MASTERCARD-CITIBANK,	50.00	199	E	51	6311 00 995 0 99 000	
216913	MASTERCARD-CITIBANK,	31.39	199	E	41	6299 00 728 0 99 000	
216913	MASTERCARD-CITIBANK,	26.97	199	E	34	6499 00 991 0 99 000	
216913	MASTERCARD-CITIBANK,	26.97	199	E	34	6499 00 991 0 23 000	
216913	MASTERCARD-CITIBANK,	325.14	199	E	36	6412 99 001 0 91 FOD	
216913	MASTERCARD-CITIBANK,	259.96	199	E	51	6316 00 995 0 99 000	
216913	MASTERCARD-CITIBANK,	434.93	199	E	41	6299 00 728 0 99 000	
216913	MASTERCARD-CITIBANK,	84.09	199	E	36	6499 64 001 0 91 000	
216913	MASTERCARD-CITIBANK,	150.00	199	E	11	6399 00 041 0 11 000	
216913	MASTERCARD-CITIBANK,	250.00	199	E	11	6399 29 041 0 11 000	
216913	MASTERCARD-CITIBANK,	359.55	199	E	36	6412 99 001 0 91 FOD	
216913	MASTERCARD-CITIBANK,	35.70	199	E	36	6412 99 001 0 91 FOD	
216913	MASTERCARD-CITIBANK,	181.69	199	E	11	6399 41 041 0 11 000	
216913	MASTERCARD-CITIBANK,	320.42	199	E	36	6412 12 001 0 99 000	
216913	MASTERCARD-CITIBANK,	150.20	199	E	36	6412 12 001 0 99 000	
216913	MASTERCARD-CITIBANK,	395.25	199	E	41	6411 00 726 0 99 HTL	
216913	MASTERCARD-CITIBANK,	-20.61	199	E	41	6411 00 726 0 99 HTL	
216913	MASTERCARD-CITIBANK,	1,074.87	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	108.09	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	93.00	199	E	11	6412 00 001 0 22 FOD	
216913	MASTERCARD-CITIBANK,	93.00	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	239.24	199	E	11	6412 00 001 0 22 FOD	
216913	MASTERCARD-CITIBANK,	239.24	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	51.30	199	E	11	6412 00 001 0 22 FOD	
216913	MASTERCARD-CITIBANK,	51.29	199	E	36	6412 90 999 0 99 000	
216913	MASTERCARD-CITIBANK,	64.88	199	E	11	6412 00 001 0 22 FOD	



CHECK		ACCOUNT							
NUMBER	VENDOR	AMOUNT	NUMBER						
216913	MASTERCARD-CITIBANK,	20.00	199	E	36	6412	90	999	0 99 000
216913	MASTERCARD-CITIBANK,	19.69	461	E	11	6399	00	001	0 11 CBI
216913	MASTERCARD-CITIBANK,	32.82	461	E	11	6499	00	001	0 11 CBI
216913	MASTERCARD-CITIBANK,	15.58	461	E	11	6399	00	001	0 11 CBI
216913	MASTERCARD-CITIBANK,	25.96	461	E	11	6499	00	001	0 11 CBI
216913	MASTERCARD-CITIBANK,	11.68	199	E	31	6339	00	871	0 99 000
216913	MASTERCARD-CITIBANK,	384.57	199	E	11	6399	00	105	0 11 000
216913	MASTERCARD-CITIBANK,	384.56	461	E	23	6499	00	105	0 99 000
216913	MASTERCARD-CITIBANK,	270.75	461	E	23	6499	00	105	0 99 000
216913	MASTERCARD-CITIBANK,	360.85	199	E	51	6316	00	995	0 99 000
216913	MASTERCARD-CITIBANK,	231.36	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	36.64	461	E	36	6499	75	041	0 91 000
216913	MASTERCARD-CITIBANK,	28.74	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	121.31	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	141.30	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	22.00	199	E	53	6396	00	997	0 99 000
216913	MASTERCARD-CITIBANK,	899.98	199	E	53	6396	00	997	0 99 000
216913	MASTERCARD-CITIBANK,	198.00	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	161.14	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	180.00	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	159.21	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	32.11	199	E	11	6399	00	001	0 11 000
216913	MASTERCARD-CITIBANK,	33.76	199	E	11	6399	00	001	0 11 000
216913	MASTERCARD-CITIBANK,	332.69	199	E	36	6412	99	001	0 91 FOD
216913	MASTERCARD-CITIBANK,	21,756.31	199	E	51	6259	02	001	0 99 000
216913	MASTERCARD-CITIBANK,	13,977.30	199	E	51	6259	02	041	0 99 000
216913	MASTERCARD-CITIBANK,	5,928.85	199	E	51	6259	02	101	0 99 000
216913	MASTERCARD-CITIBANK,	3,607.57	199	E	51	6259	02	102	0 99 000
216913	MASTERCARD-CITIBANK,	3,149.85	199	E	51	6259	02	103	0 99 000
216913	MASTERCARD-CITIBANK,	4,293.84	199	E	51	6259	02	105	0 99 000
216913	MASTERCARD-CITIBANK,	2,135.79	199	E	51	6259	02	999	0 99 000
216913	MASTERCARD-CITIBANK,	4,644.77	198	E	51	6259	02	999	0 99 000
216913	MASTERCARD-CITIBANK,	1,406.29	199	E	51	6259	02	870	0 99 000
216913	MASTERCARD-CITIBANK,	440.04	199	E	51	6259	02	996	0 99 000
216913	MASTERCARD-CITIBANK,	863.44	199	E	51	6259	02	995	0 99 000
216913	MASTERCARD-CITIBANK,	9,669.39	199	E	51	6259	02	001	0 22 000
216913	MASTERCARD-CITIBANK,	49.25	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	49.25	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	40.75	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	225.00	199	E	23	6411	00	102	0 99 HTL
216913	MASTERCARD-CITIBANK,	225.00	199	E	23	6411	00	102	0 99 HTL
216913	MASTERCARD-CITIBANK,	16.63	199	E	11	6399	45	001	0 22 000
216913	MASTERCARD-CITIBANK,	225.00	199	E	23	6411	00	105	0 99 HTL
216913	MASTERCARD-CITIBANK,	225.00	199	E	23	6411	00	103	0 99 HTL
216913	MASTERCARD-CITIBANK,	49.25	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	40.75	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	300.00	461	E	36	6499	48	001	0 99 000
216913	MASTERCARD-CITIBANK,	18.95	199	E	11	6412	00	001	0 22 HTL
216913	MASTERCARD-CITIBANK,	18.94	199	E	36	6412	90	999	0 99 000
216913	MASTERCARD-CITIBANK,	40.75	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	49.25	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	40.75	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	40.75	199	E	41	6499	02	729	0 99 000
216913	MASTERCARD-CITIBANK,	40.75	199	E	41	6499	02	729	0 99 000
		93,940.87	Totals for 216913						

**CHECK**

**ACCOUNT**

**NUMBER VENDOR**

**AMOUNT NUMBER**

165,449.87 Totals for checks

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
198	TSTC-TX STATE TECHNICAL COLLEG	0.00	0.00	4,644.77	4,644.77
199	GENERAL OPERATING FUND	0.00	0.00	159,658.70	159,658.70
461	CAMPUS ACTIVITY FUND	0.00	0.00	1,146.40	1,146.40
***	Fund Summary Totals ***	0.00	0.00	165,449.87	165,449.87

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

CHECK			ACCOUNT						
NUMBER	VENDOR		AMOUNT	NUMBER					
16483	LABATT	FOOD SERVICE	3,174.39	240	E	35	6341	00	103 0 99 000
16483	LABATT	FOOD SERVICE	457.03	240	E	35	6342	00	103 0 99 000
16483	LABATT	FOOD SERVICE	2,392.49	240	E	35	6341	00	105 0 99 000
16483	LABATT	FOOD SERVICE	339.10	240	E	35	6342	00	105 0 99 000
16483	LABATT	FOOD SERVICE	2,360.53	240	E	35	6341	00	105 0 99 000
16483	LABATT	FOOD SERVICE	97.74	240	E	35	6342	00	105 0 99 000
16483	LABATT	FOOD SERVICE	2,223.22	240	E	35	6341	00	105 0 99 000
16483	LABATT	FOOD SERVICE	201.65	240	E	35	6342	00	105 0 99 000
16483	LABATT	FOOD SERVICE	3,352.41	240	E	35	6341	00	105 0 99 000
16483	LABATT	FOOD SERVICE	162.84	240	E	35	6342	00	105 0 99 000
16483	LABATT	FOOD SERVICE	-26.40	240	E	35	6342	00	105 0 99 000
16483	LABATT	FOOD SERVICE	3,753.31	240	E	35	6341	00	107 0 99 000
16483	LABATT	FOOD SERVICE	471.89	240	E	35	6342	00	107 0 99 000
16483	LABATT	FOOD SERVICE	4,507.27	240	E	35	6341	00	107 0 99 000
16483	LABATT	FOOD SERVICE	282.63	240	E	35	6342	00	107 0 99 000
16483	LABATT	FOOD SERVICE	3,758.34	240	E	35	6341	00	107 0 99 000
16483	LABATT	FOOD SERVICE	283.08	240	E	35	6342	00	107 0 99 000
16483	LABATT	FOOD SERVICE	4,607.97	240	E	35	6341	00	107 0 99 000
16483	LABATT	FOOD SERVICE	204.82	240	E	35	6342	00	107 0 99 000
16483	LABATT	FOOD SERVICE	4,842.88	240	E	35	6341	00	001 0 99 000
16483	LABATT	FOOD SERVICE	638.71	240	E	35	6342	00	001 0 99 000
16483	LABATT	FOOD SERVICE	4,249.20	240	E	35	6341	00	001 0 99 000
16483	LABATT	FOOD SERVICE	153.58	240	E	35	6342	00	001 0 99 000
16483	LABATT	FOOD SERVICE	4,255.35	240	E	35	6341	00	001 0 99 000
16483	LABATT	FOOD SERVICE	558.64	240	E	35	6342	00	001 0 99 000
16483	LABATT	FOOD SERVICE	3,665.14	240	E	35	6341	00	001 0 99 000
16483	LABATT	FOOD SERVICE	123.39	240	E	35	6342	00	001 0 99 000
16483	LABATT	FOOD SERVICE	731.48	240	E	35	6341	00	001 0 99 000
16483	LABATT	FOOD SERVICE	153.50	240	E	35	6342	00	001 0 99 000
16483	LABATT	FOOD SERVICE	5,145.33	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	528.72	240	E	35	6342	00	041 0 99 000
16483	LABATT	FOOD SERVICE	4,790.94	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	503.67	240	E	35	6342	00	041 0 99 000
16483	LABATT	FOOD SERVICE	4,575.21	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	581.11	240	E	35	6342	00	041 0 99 000
16483	LABATT	FOOD SERVICE	5,635.88	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	108.15	240	E	35	6342	00	041 0 99 000
16483	LABATT	FOOD SERVICE	-33.76	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	2,720.99	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	93.84	240	E	35	6342	00	041 0 99 000
16483	LABATT	FOOD SERVICE	1,505.34	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	80.41	240	E	35	6342	00	041 0 99 000
16483	LABATT	FOOD SERVICE	2,066.46	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	308.46	240	E	35	6342	00	041 0 99 000
16483	LABATT	FOOD SERVICE	1,835.47	240	E	35	6341	00	041 0 99 000
16483	LABATT	FOOD SERVICE	276.72	240	E	35	6342	00	041 0 99 000
16483	LABATT	FOOD SERVICE	2,390.50	240	E	35	6341	00	101 0 99 000
16483	LABATT	FOOD SERVICE	206.58	240	E	35	6342	00	001 0 99 000
16483	LABATT	FOOD SERVICE	2,677.10	240	E	35	6341	00	101 0 99 000
16483	LABATT	FOOD SERVICE	278.27	240	E	35	6342	00	101 0 99 000
16483	LABATT	FOOD SERVICE	2,594.40	240	E	35	6341	00	101 0 99 000
16483	LABATT	FOOD SERVICE	314.32	240	E	35	6342	00	101 0 99 000
16483	LABATT	FOOD SERVICE	2,709.50	240	E	35	6341	00	101 0 99 000
16483	LABATT	FOOD SERVICE	366.45	240	E	35	6342	00	101 0 99 000
16483	LABATT	FOOD SERVICE	2,788.89	240	E	35	6341	00	102 0 99 000
16483	LABATT	FOOD SERVICE	187.33	240	E	35	6342	00	102 0 99 000

CHECK		ACCOUNT									
NUMBER	VENDOR	AMOUNT	NUMBER								
16483	LABATT FOOD SERVICE	2,107.83	240	E	35	6341	00	102	0	99	000
16483	LABATT FOOD SERVICE	27.24	240	E	35	6342	00	102	0	99	000
16483	LABATT FOOD SERVICE	205.59	240	E	35	6341	00	102	0	99	000
16483	LABATT FOOD SERVICE	2,001.68	240	E	35	6341	00	102	0	99	000
16483	LABATT FOOD SERVICE	141.90	240	E	35	6342	00	102	0	99	000
16483	LABATT FOOD SERVICE	3,301.14	240	E	35	6341	00	102	0	99	000
16483	LABATT FOOD SERVICE	190.51	240	E	35	6342	00	102	0	99	000
16483	LABATT FOOD SERVICE	2,537.60	240	E	35	6341	00	103	0	99	000
16483	LABATT FOOD SERVICE	177.10	240	E	35	6342	00	103	0	99	000
16483	LABATT FOOD SERVICE	2,074.18	240	E	35	6341	00	103	0	99	000
16483	LABATT FOOD SERVICE	42.55	240	E	35	6342	00	103	0	99	000
16483	LABATT FOOD SERVICE	1,862.30	240	E	35	6341	00	103	0	99	000
16483	LABATT FOOD SERVICE	162.63	240	E	35	6342	00	103	0	99	000
16483	LABATT FOOD SERVICE	132.67	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	197.65	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	34.72	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	718.05	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	1,930.00	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	23.76	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	312.41	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	50.48	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	119.53	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	1,184.25	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	62.60	240	E	35	6342	01	999	0	99	000
16483	LABATT FOOD SERVICE	272.81	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	231.96	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	92.47	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	321.88	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	38.24	240	E	35	6342	01	999	0	99	000
16483	LABATT FOOD SERVICE	779.05	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	1,206.25	240	E	35	6341	01	999	0	99	000
16483	LABATT FOOD SERVICE	241.25	240	E	35	6341	01	999	0	99	000
		119,994.74	Totals for 16483								

119,994.74 Totals for checks

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
240	FOOD SERVICE	0.00	0.00	119,994.74	119,994.74
***	Fund Summary Totals ***	0.00	0.00	119,994.74	119,994.74

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

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
11971	HELLAS CONSTRUCTION	283,990.37	620 E 81 6629 00 999 0 99 000
		283,990.37	Totals for 11971

283,990.37 Totals for checks

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
620	CAP PROJ 2019 SALE OF PROPERTY	0.00	0.00	283,990.37	283,990.37
***	Fund Summary Totals ***	0.00	0.00	283,990.37	283,990.37

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



APPLICATION FOR STUDENT/ATHLETIC ACCIDENT INSURANCE GRADES PK-12



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

2ND YEAR OF A  
2 YEAR RATE  
GUARANTEE



**SCHOOL/DISTRICT INFORMATION**

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

**DATE INFORMATION** Effective Date 07/01/2022 Termination Date 06/30/2023  
\_\_\_\_\_ 1st Day of School \_\_\_\_\_ Last Day of School \_\_\_\_\_ 1st Day of Football Practice

**SCHOOLS THAT PROVIDE COVERAGE ON A GROUP BASIS**

A: GROUP COVERAGES		PREMIUMS
<input checked="" type="checkbox"/>	1. Group UIL Coverage: Plan ( <u>Texas Value</u> )	\$ <u>47,950</u>
<input type="checkbox"/>	2. All School Coverage: Plan ( _____ ) (Includes UIL Activities) Enrollment grades PK- 12 ( _____ ) @ \$ _____ = \$ _____	
<b>TOTAL PREMIUM</b>		<b>= \$ <u>47,950</u></b>

**SCHOOLS THAT OFFER COVERAGE ON A VOLUNTARY BASIS**

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

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

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

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

Applied for by: William Johnston 972-617-2941 bill.johnston@redoakr.isd.org  
Print Name of School Official Phone Number E-mail Address  
[Signature] CFO 7/1/22  
Signature of School Official Title Date

Agent Signature: \_\_\_\_\_ Telephone# \_\_\_\_\_

Administered by:

STUDENT ASSURANCE SERVICES  
Stillwater, Minnesota



ZURICH®

# 2022 Enrollment Form for Catastrophic Coverage

Underwritten by Zurich

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

### Participant Information:

Name of Participating School or District: Red Oak ISD

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

Number of Schools Junior High: 1 Senior High: 1

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

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

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

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

### Benefits:

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

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

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

Rates: See 3DJH

Premium: Total Premium: \$ 1,560

### Requested Effective Date:

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

07 / 01 / 2022  
Month Day Year

### Approval for Enrollment:

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

Officer's Name (print): William Johnston  
Title (print): CFD

Signature: \_\_\_\_\_  
Date: 7/1/22

### General Statement:

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. 27

Budget Amendments 2021-2022

**Presented for:**

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

**Supporting documents:**

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

**Contact Person:**

Teresa Simpson, CPA, Director of Accounting

**Background Information:**

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

There were 3 items of note regarding this year’s budget amendment. 1) \$250,000 was moved into Function 11 to cover additional instructional positions added after the original budget was adopted, 2) \$40,000 was moved to Function 33 to cover health service costs incurred due to COVID, and 3) \$60,000 was transferred into Function 34 to cover additional fuel costs.

The attached amendment insures compliance with state and local requirements.

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

<b><u>Description</u></b>	<b><u>Function</u></b>	<b><u>Amount</u></b>
	11 - Instruction	247,040
	13 – Curriculum and Instructional Staff Develop.	(9,013)
	23 – School Leadership	(149,707)
	33 – Health Services	40,000
	34 – Student Transportation	60,000
	36 – Cocurricular/Extracurricular	(23,320)
	52 – Security and Monitoring Services	10,000
	61 – Community Services	(215,000)
	99 – Other Intergovernmental Charges	<u>40,000</u>
	Net Changes to Expenditures	\$ 0

**Fiscal Implications:**

There are no net fiscal implications.

**Considerations:**

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

**Recommendation:**

The Administration recommends that the Board approve the amendments to the 2021-2022 budget as presented.

**Red Oak Independent School District  
General Operating Budget  
Amended Budget as of 06/13/22**

	Operating Revised Budget April 30, 2022	Amendments Increase/ (Decrease)	Proposed Amended Budget June 13, 2022
<b>Revenues:</b>			
Local, Intermediate, Other Property Taxes, Current Year	\$ 2,083,448		\$ 2,083,448
State Program Revenues	24,549,720		24,549,720
Federal Program Revenues	36,972,775		36,972,775
Total Revenues	<u>\$ 64,555,943</u>	<u>\$ -</u>	<u>\$ 64,555,943</u>
<b>Expenditures</b>			
Instruction	\$ 31,859,296	\$ 247,040	\$ 32,106,336
Instructional Resources and Media Services	949,806		949,806
Curriculum and Instructional Staff Development	1,682,989	(9,013)	1,673,976
Instructional Leadership	749,074		749,074
School Leadership	3,854,191	(149,707)	3,704,484
Guidance, Counseling and Evaluation Services	2,642,887		2,642,887
Social Work Services	121,483		121,483
Health Services	803,254	40,000	843,254
Student Transportation	3,262,420	60,000	3,322,420
Cocurricular/Extracurricular Activities	2,442,306	(23,320)	2,418,986
General Administration	2,795,020		2,795,020
Plant Maintenance and Operations	7,166,881		7,166,881
Security and Monitoring Services	1,070,391	10,000	1,080,391
Data Processing Services	1,640,749		1,640,749
Community Services	1,992,670	(215,000)	1,777,670
Debt Service	475,000		475,000
Facilities Acquisition and Construction	768,526		768,526
Payments to Fiscal Agent	49,000		49,000
Other Intergovernmental Charges	230,000	40,000	270,000
Total Expenditures	<u>\$ 64,555,943</u>	<u>\$ -</u>	<u>\$ 64,555,943</u>
<b>Other Sources (Uses)</b>			
Other Sources	-		-
Excess (Deficiency) of Revenues Over Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Legal Services Retainer Agreement – Walsh Gallegos Trevino Kyle & Robinson P.C.

**Presented for:**

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

**Supporting documents:**

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

**Contact Person:**

Brenda Sanford, Superintendent

**Background Information:**

Each year we participate in the Preventive Law Program for this law firm. This allows the District to have minor consultations with attorneys in the firm without additional cost. Participation in this agreement has proved to be valuable for the District.

**Fiscal Implications:**

The cost for the program is \$1,000.00 from General Fund budgeted expenditures.

**Administrative Recommendation:**

The administration recommends approval of the Preventive Law Program.



**WALSH GALLEGOS**  
TREVIÑO KYLE & ROBINSON P.C.

**LEGAL SERVICES RETAINER AGREEMENT  
FOR RED OAK INDEPENDENT SCHOOL DISTRICT**

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The Red Oak Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Treviño Kyle & Robinson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

RED OAK INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

WALSH GALLEGOS TREVIÑO KYLE & ROBINSON P.C.



By: \_\_\_\_\_  
Joe A. De Los Santos  
Managing Shareholder

6/1/2022  
(Date)

2022-2023 Fiscal Year Budget

**Presented for:**

Board Action     X                        Report/Review Only                     

**Supporting documents:**

None                                 Attached     X                Provided Later                     

**Contact Person:**

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

**Background Information:**

The 2022-2023 Budget Development Calendar was shared with the School Board in January. A budget update was presented to the Board on April 18, 2022. Since that time, the budget has continued to be refined and updated, primarily in the areas of updating the state funding projections, compensation plans and additional funding requests.

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

These codes require that the District prepare a budget by a date set by the State Board of Education, June 20<sup>th</sup> for districts with a June 30<sup>th</sup> fiscal year end. The code further requires that a public meeting be held, which will be held on June 13, 2022 at 6:30 p.m. The School Board must adopt the prepared budget no later than June 30<sup>th</sup>. The officially adopted District budget must be filed with the Texas Education Agency (TEA) through the Public Education Information Management System (PEIMS) by the TEA prescribed date.

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

**Fiscal Implications:**

The proposed budget addresses the 2022-2023 budget priorities and provides for the items necessary to fund the District’s instructional programs and operational costs for the 2022-2023 fiscal year. See the attached document and the Public Hearing presentation for additional information and details of all proposed budget components.

**Administrative Recommendation:**

Administration recommends the School Board approve and adopt the 2022-2023 fiscal year revenues and appropriations for the General Operating Fund, Student Nutrition Fund and Debt Service Fund as presented.

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

**Red Oak ISD Proposed Budget  
Fiscal Year 2022-2023**

	<b>General Fund 2022-2023</b>	<b>Student Nutrition 2022-2023</b>	<b>Debt Service 2022-2023</b>	<b>Combined 2022-2023</b>
<b>Revenue</b>				
Local (Tax Levy)	\$ 27,363,238	\$ -	\$ 10,631,132	\$ 37,994,370
Local (Other)	2,083,448	661,700	60,000	2,805,148
State	38,218,922	105,000	25,000	38,348,922
Federal Grants	1,150,000	1,960,000	-	3,110,000
<b>Total</b>	<b>\$ 68,815,608</b>	<b>\$ 2,726,700</b>	<b>\$ 10,716,132</b>	<b>\$ 82,258,440</b>
<b>Expenses</b>				
11-Instruction	\$ 35,071,770	\$ -	\$ -	\$ 35,071,770
12-Instr. Media Services	1,031,672	-	-	1,031,672
13-Staff Development	1,936,350	-	-	1,936,350
21-Instr. Leadership	816,034	-	-	816,034
23-School Leadership	4,034,222	-	-	4,034,222
31-Guidance and Counseling	2,888,265	-	-	2,888,265
32-Social Services	175,548	-	-	175,548
33-Health Services	902,216	-	-	902,216
34-Student Transportation	3,314,580	-	-	3,314,580
35-Student Nutrition	-	3,726,700	-	3,726,700
36-Extra/Co Curricular	2,488,881	-	-	2,488,881
41-General Administration	2,967,403	-	-	2,967,403
51-Plant Maintenance	7,430,882	-	-	7,430,882
52-Security & Monitoring	1,387,310	-	-	1,387,310
53-Data Processing	1,698,076	-	-	1,698,076
61-Community Service	1,774,578	-	-	1,774,578
71-Debt Service	450,500	-	10,045,240	10,495,740
81-Facilities Acquisition/Const.	52,321	-	-	52,321
99-Other Governmental	395,000	-	-	395,000
<b>Total</b>	<b>\$ 68,815,608</b>	<b>\$ 3,726,700</b>	<b>\$ 10,045,240</b>	<b>\$ 82,587,548</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (1,000,000)</b>	<b>\$ 670,892</b>	<b>\$ (329,108)</b>

**Red Oak ISD Summary Statement of General Fund  
Comparative for Budget Year 2022-2023**

	<b>Adopted Budget 2022-2023</b>	<b>Amended Budget 2021-2022</b>	<b>Variance</b>
<b>Revenue</b>			
State	\$ 34,692,852	\$ 33,747,370	\$ 945,482
TRS on Behalf	3,526,070	3,225,405	300,665
Local Tax (M&O)	27,363,238	24,549,720	2,813,518
Federal Grants	1,150,000	950,000	200,000
Local (Other)	2,083,448	2,083,448	-
<b>Total</b>	<b>\$ 68,815,608</b>	<b>\$ 64,555,943</b>	<b>\$ 4,259,665</b>
<b>Expenses</b>			
11-Instruction	\$ 35,071,770	\$ 31,863,890	\$ 3,207,880
12-Instr. Media Services	1,031,672	949,806	81,866
13-Staff Development	1,936,350	1,673,720	262,630
21-Instr. Leadership	816,034	749,074	66,960
23-School Leadership	4,034,222	3,854,484	179,738
31-Counseling	2,888,265	2,642,887	245,378
32-Social Services	175,548	121,483	54,065
33-Health Services	902,216	803,254	98,962
34-Student Transp.	3,314,580	3,262,420	52,160
36-Extra/Co Curricular	2,488,881	2,446,688	42,193
41-General Admin.	2,967,403	2,795,020	172,383
51-Plant Maint.	7,430,882	7,166,881	264,001
52-Security & Mon.	1,387,310	1,070,391	316,919
53-Data Processing	1,698,076	1,640,749	57,327
61-Community Serv.	1,774,578	1,992,670	(218,092)
71-Debt Service	450,500	475,000	(24,500)
81-Facilities Acquisition/Construct.	52,321	768,526	(716,205)
99-Other Governmental	395,000	279,000	116,000
<b>Total</b>	<b>\$ 68,815,608</b>	<b>\$ 64,555,943</b>	<b>\$ 4,259,665</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Notes: Per Texas Education Code 29.091, the General Fund budget includes \$2,684,009 for costs of additional accelerated instruction to each student in which the student failed to perform satisfactorily on an end-of course assessment instrument required for graduation.

Per Texas Local Government Code 140.0045, the 2022-2023 General Fund budget includes \$5,475 for notices required by law to be published in the newspaper. The projected amount of expenditures in 2021-2022 for these notices is \$4,986.

Per Texas Local Government Code 140.00045, the 2022-2023 General Fund budget includes \$3,000 for the portion of membership fees and dues of any nonprofit state association or organization that "directly" or "indirectly" influences or attempts to influence the outcome of any legislation before the legislature. The projected amount of membership expenditures in the 2021-2022 budget for lobbying is \$2,760.

**Red Oak ISD Summary Statement of Student Nutrition Fund  
Comparative for Budget Year 2022-2023**

	<b>Adopted Budget 2022-2023</b>	<b>Amended Budget 2021-2022</b>	<b>Variance</b>
<b>Revenue</b>			
<b>Local</b>			
Interest	\$ 7,500	\$ 7,500	\$ -
Miscellaneous Local	10,000	10,000	-
Food Service Revenue	562,000	757,600	(195,600)
Catering	82,200	73,400	8,800
<b>State</b>			
School Lunch Matching	15,000	15,000	-
TRS On-Behalf	90,000	65,000	25,000
<b>Federal</b>			
School Breakfast Program	310,000	295,000	15,000
School Lunch Program	1,530,000	2,382,000	(852,000)
Commodities	120,000	120,000	-
<b>Total</b>	<b>\$ 2,726,700</b>	<b>\$ 3,725,500</b>	<b>\$ (998,800)</b>
<b>Expenses</b>			
<b>Salaries &amp; Benefits</b>			
Salaries	\$ 1,207,769	\$ 1,181,730	\$ 26,039
Benefits	248,174	229,625	18,549
TRS On-Behalf	90,000	65,000	25,000
<b>Professional Services</b>			
Maintenance & Repairs	10,000	15,393	(5,393)
Utilities	21,400	21,400	-
Rentals/Operating Leases	500	500	-
Commodities Processing	8,000	9,000	(1,000)
Miscellaneous	1,300	2,100	(800)
<b>Supplies &amp; Materials</b>			
Food Items	1,080,200	1,708,700	(628,500)
Non-Food Items	262,000	306,990	(44,990)
Commodities	120,000	120,000	-
Food Services Supplies	1,230	1,230	-
Furniture <\$5,000	850	850	-
Technology <\$5,000	51,930	5,205	46,725
Other Equipment	555,479	10,699	544,780
Software	56,803	11,013	45,790
<b>Miscellaneous</b>			
Employee Travel	5,800	5,800	-
Membership Fees	1,000	1,000	-
Miscellaneous	4,265	29,265	(25,000)
<b>Total</b>	<b>\$ 3,726,700</b>	<b>\$ 3,725,500</b>	<b>\$ 1,200</b>
<b>Surplus/(Deficit)</b>	<b>\$ (1,000,000)</b>	<b>\$ -</b>	<b>\$ (1,000,000)</b>

**Red Oak ISD Summary Statement of Debt Service Fund  
Comparative for Budget Year 2022-2023**

	<b>Adopted Budget 2022-2023</b>	<b>Amended Budget 2021-2022</b>	<b>Variance</b>
<b>Revenue</b>			
<b>Local</b>			
Interest & Sinking Tax Revenue	\$ 10,601,132	\$ 9,336,870	\$ 1,264,262
Penalty & Interest on Delinquent Interest	30,000	30,000	-
	60,000	60,000	-
<b>State</b>			
Instructional Facilities Allotment and Existing Debt Allotment	25,000	239,183	(214,183)
<b>Total</b>	<b>\$ 10,716,132</b>	<b>\$ 9,666,053</b>	<b>\$ 1,050,079</b>
<b>Expenses</b>			
Bond Principal	\$ 6,595,000	\$ 6,890,000	\$ (295,000)
Interest on Bonds	3,250,240	3,502,054	(251,814)
Amortization of Premium / Discount	-	-	-
Other Debt Service Fees	200,000	200,000	-
<b>Total</b>	<b>\$ 10,045,240</b>	<b>\$ 10,592,054</b>	<b>\$ (546,814)</b>
<b>Surplus/(Deficit)</b>	<b>\$ 670,892</b>	<b>\$ (926,001)</b>	<b>\$ 1,596,893</b>

2022-2023 Accelerated Instruction Budget

**Presented for:**

Board Action  Report/Review Only

**Supporting documents:**

None  Attached  Provided Later

**Contact Person:**

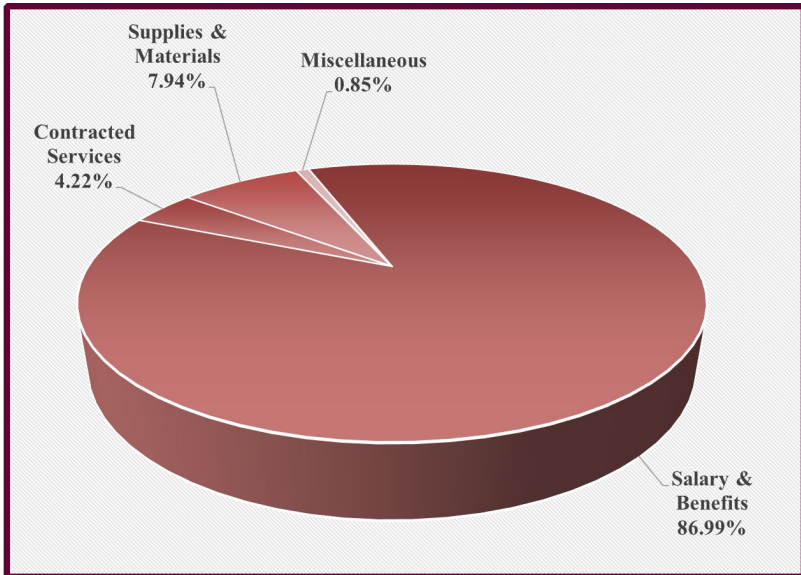
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services/Chief Financial Officer

**Background Information:**

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

**Fiscal Implications:**

Funds allocated specifically for accelerated instruction and compensatory education in the 2021-2022 General Fund budget total \$2,684,009.



**Administrative Recommendation:**

Administration recommends the School Board approve the 2022-2023 compensatory education budget as presented with the understanding that additional accelerated instruction has been sufficiently funded.

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 B. 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 B, Linda Gooch, Sunnyvale ISD, has indicated that she will be seeking reelection. The term of this position is for three years beginning at the close of the 2022 Annual TASA/TASB Convention and expiring after Convention 2025.

**Fiscal Implications:**

N/A.

**Administrative Recommendation:**

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



# TASB 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. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
2. *The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.*
3. *A TASB Director's attendance at regular TASB Board meetings is important.*
4. *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 June 30, 2022.**

**RETURN TO: E-mail: [boardcommunications@tasb.org](mailto:boardcommunications@tasb.org)  
FAX: 512.467.3554**

**Interviews will be held at TASB Headquarters in Austin on September 9-10, 2022.**



# 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.



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 June 30, 2022.**

**RETURN TO: E-mail: [boardcommunications@tasb.org](mailto:boardcommunications@tasb.org)  
FAX: 512.467.3554**

**Interviews will be held at TASB Headquarters in Austin on September 9-10, 2022.**

**Interviews will be held at TASB Headquarters in Austin**

## 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 Thursday, June 30, 2022.** 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](mailto: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 Sunday, July 3–Monday, August 29, 2022. 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 9–Saturday, September 10, 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](mailto: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 of the governing board of a school district that is an Active Member, except as provided below:

- (1) The President and the Immediate Past President.
- (2) The ESC *ex officio* Director, in accordance with Article VI, Section 4F.

B. 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 school district with an average daily attendance (ADA) meeting 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.

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. 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 2D.

**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. *What 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 43-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, 12 districts qualify as large district members: Aldine ISD, Austin ISD, Conroe ISD, Cypress-Fairbanks ISD, Dallas ISD, Fort Bend ISD, Fort Worth ISD, Frisco ISD, Houston ISD, Katy ISD, North East 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 June 30 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
- (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, along with information regarding the interview with the TASB Nominations Committee.

**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 31 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 in TASB Headquarters 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, at no charge.

**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 one or more candidates 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 June 30, (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 limit, candidates in contested races can campaign for Delegate votes.

- a. *Distribution of Materials***—Candidates are permitted to place a one page biographical document on the Delegate tables prior to start of the Assembly.
- 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](mailto:lysa.hoelscher@tasb.org).



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

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

P.O. Box 9000  
Red Oak, TX 75154

111 W. Houston  
San Antonio, TX 78205

**SUMMARY OF INSURANCE**

COVERAGE	AMOUNT	COMPANY	POLICY #	EFF	EXP	PREMIUM	COMMENTS
▪ <b>Commercial Package (Casualty)</b>		TPS/Texas Political Subdivisions	TBD	7/1/22	7/1/23		Total Policy Premium (non-Property) at Inception: <b>\$94,344</b>
<b>General Liability</b>						<b>\$4,737</b>	
▪ General Aggregate Limit	\$1,000,000						Per Claim Deductible: \$1,000 Bodily
▪ Products-Completed Operations Aggregate	\$1,000,000						Injury & Property Damage Combined
▪ Personal & Advertising Injury Limit	\$1,000,000						Trampoline Exclusion
▪ Each Occurrence Limit	\$1,000,000						Limited Drone Coverage
▪ Damage to Rented Premises Limit	\$100,000						
▪ Medical Expenses	\$5,000						
▪ Employee Benefit Liability	Included						
<b>School Board Legal Liability</b>						<b>\$24,757</b>	<b>Claims Made Coverage</b>
▪ Annual Aggregate	\$1,000,000						Retroactive Date: 09/01/2017
▪ Per Claim	\$1,000,000						
▪ Per Claim Deductible	\$10,000						
<b>Law Enforcement</b>						<b>\$5,069</b>	
▪ Maximum Limit of Self-Insurance, Each Claimant	\$1,000,000						Deductible: \$2,500 each and every Claim
▪ Maximum Limit of Self-Insurance, Each Law Enforcement Occurrence	\$1,000,000						
▪ Maximum Aggregate Limit of Self-Insurance, all Claims for all covered Law Enforcement Occurrences	\$1,000,000						
<b>Automobile</b>						<b>\$54,925</b>	Liability - Symbol 1 "Any Auto" Deductible: \$5,000 Each Accident Out-of-State Coverage Extension
▪ Liability	\$100,000						
▪ Bodily Injury-Each Person/Each Accident	\$300,000						
▪ Property Damage - Each Accident	\$100,000						
▪ Physical Damage						<b>Incl</b>	\$2,500 deductible for Comp/Coll
<b>Garagekeepers</b>						<b>Incl</b>	
▪ Comprehensive	\$50,000						\$2,500 Deductible
▪ Collision	\$50,000						
<b>Crime</b>						<b>\$1,378</b>	
▪ Employee Dishonesty	\$100,000						\$1,000 Deductible -
▪ Forgery or Alteration	\$50,000						
▪ Theft, Disappearance, and Destruction	\$50,000						
▪ Computer Fraud	\$50,000						
<b>Cyber Liability Coverage*</b>	\$1,000,000	TPS – Chubb				<b>\$3,478</b>	

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

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

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

P.O. Box 9000  
Red Oak, TX 75154

111 W. Houston  
San Antonio, TX 78205

**SUMMARY OF INSURANCE**

COVERAGE	AMOUNT	COMPANY	POLICY #	EFF	EXP	PREMIUM	COMMENTS
<b>Crisis Management Coverage*</b>	\$2,250,000	TPS - Beazley				<b>Included</b>	
<b>Terrorism*</b>	\$1,000,000	TPS – Ironshore				<b>Included</b>	
<b>Commercial Property</b> TIV - \$249,720,257		Texas Political Subdivision	<b>TBD</b>	<b>7/1/2022</b>	<b>7/1/2023</b>	<b>\$702,203</b>	Includes Equipment and Terrorism RC except ACV roofs older than 20 years Deductibles: \$100,000 Per Occurrence 3% Wind/Hail per location subject to \$500,000 minimum any one occurrence \$150,000 Earth Movement \$150,000 Flood \$10,000 Equipment Breakdown \$10,000 Special Equipment
<b>Sublimits:</b> Newly Acquired Property \$10,000,000 Extra Expense \$5,000,000 Valuable Papers \$5,000,000 Property in Transit \$1,000,000 Accounts Receivable \$5,000,000 Demolition Cost Included Flood & Earth Movement \$10,000,000 Spoilage \$250,000 Outdoor Property \$1,000,000 Miscellaneous Unnamed Locations \$5,000,000							
<b>Special Equipment:</b> Electronic Data \$1,999,312 Contractor's Equipment \$454,735 Musical Band Instruments \$325,393 Rented or Leased Equipment \$100,000							Deductible \$10,000 Per Occurrence

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

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

## PREMIUM COMPARISON

Description of Coverage	Estimated Expiring Premium	Estimated Renewal Premium
Property	\$634,218.00	\$702,203.00
Boiler & Machinery	Included	Included
Terrorism	Included	Included
<b>Total Property Premium</b>	<b>\$634,218.00</b>	<b>\$702,203.00</b>
<b>Package</b>		
General Liability and Cyber Liability	\$6,264.00	\$8,215.00
Law Enforcement Liability	\$5,069.00	\$5,069.00
School Board Liability	\$24,111.00	\$24,757.00
Commercial Automobile	\$54,107.00	\$54,925.00
Crime	\$1,378.00	\$1,378.00
<b>Package Premium</b>	<b>\$90,929.00</b>	<b>\$94,344.00</b>
<b>Total Premium</b>	<b>\$725,147.00</b>	<b>\$796,547.00</b>

**Red Oak ISD Education Foundation and Red Oak ISD Memorandum of Understanding**

**Presented for:**

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

**Supporting documents:**

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

**Contact Person:**

Karen Anderson, Executive Director of Red Oak ISD Education Foundation

**Background Information:**

The Red Oak ISD Education Foundation Board of Directors reviewed the MOU on May 10, 2022 and would like to present to the Board of Trustees for adoption for the 2022-2023 school year. No modifications were made from the last updated 2017 Memorandum of Understanding.

**Fiscal Implications:**

There are no additional fiscal implications.

**Administrative Recommendation:**

Recommend that the ROISD Education Foundation and Red Oak ISD MOU be approved as presented for the 2022-2023 School Year.

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into by and between the Board of Trustees of Red Oak Independent School District (“Red Oak ISD” or “District”) and the Board of Directors of Red Oak Education Foundation, Inc. (the “Foundation”). Red Oak ISD and the Foundation by this Memorandum memorialize their relationship, ratify and approve past activities, and mutually acknowledge, for the future, the respective obligations and rights of the parties.

## Public Purposes

Red Oak ISD has identified the following public educational purposes supporting the establishment of the Foundation:

1. Because of the uncertainty and restrictions inherent in the Texas public school finance system, alternative sources of revenue are important in order to continue and enhance its quality education programs;
2. Maximization of alternative revenue sources requires strong community support, which can be achieved by reciprocal commitment and support of an independent, non-profit education foundation to raise and manage private resources supporting the mission and priorities of the District;
3. The important role played by an independent foundation warrants the support of the District through both monetary and non-monetary resources;
4. The District has already realized gains from its investment of support in the establishment of a public education foundation in the form of several designated grants and the substantial monetary contributions of the Foundation to the District during the foundation’s existence;
5. The Foundation has committed to provide funds to the District and staff for creative and innovative instructional needs in alignment with the District’s mission and strategic plan ;
6. Continuation of the momentum already achieved by the Foundation will only occur if Red Oak ISD continues to support the Foundation by providing some resources for its work;
7. The community’s legitimate expectation is that Red Oak ISD should support the Foundation by allowing the Foundation limited use of facilities, equipment and personnel in exchange for the Foundation’s commitment to provide monetary resources to the District;
8. Allowing the Foundation limited use of facilities, equipment and personnel promotes involvement in the Foundation by more members of the community and serves public purposes because Red Oak ISD Facilities are conveniently located and its personnel and equipment are suited for the purposes needed by the Foundation.

9. Solicitations of additional revenue by Foundation directors and personnel relieves, to some extent, the fundraising burden of the Red Oak ISD's Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.
10. All additional revenues obtained by the Foundation will be provided by the Foundation for the betterment of the District and its educational programs.
11. It is essential that the District have some oversight over any individual who represents Red Oak ISD or the Foundation, especially individuals involved in seeking additional revenue sources for the District.

### **Commitment**

The Red Oak ISD Board of Trustees agrees to continue to provide the following resources to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented, and subject to the Red Oak ISD Board of Trustees' continuing right to refuse to appropriate the necessary funds at any time. All Red Oak ISD contributions to the Foundation shall be within the sole discretion of Red Oak ISD through its Board of Trustees. Red Oak ISD will disclose all resources provided to the Foundation on its financial statements as donations to the Foundation. The following resources will be provided under the terms of this paragraph:

1. The salary and benefits for one part-time salaried employee of the District to serve the Foundation as its executive director.
2. The salary and benefits for one part-time administrative coordinator.
3. Clerical and administrative services, from time-to-time, for the Foundation, if any; however, employees of the District serving the Foundation from time-to-time will not be entitled to receive supplemental compensation directly from the Foundation
4. In-kind support such as office space, facilities and utilities for the Foundation.
5. All or a portion of the equipment used by the employees of the District serving the Foundation.

### **Responsibilities of the Foundation**

The Foundation agrees to the following responsibilities in connection with its work for Red Oak ISD:

1. The Foundation is, and shall continue to operate, as a separate nonprofit 501 (c) (3) educational corporation organized in 2002 for educational and charitable purposes for the benefit of Red Oak ISD and its students and former students.
2. The Foundation agrees that, during the term of this Memorandum of Understanding, the Foundation will use its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of Red Oak ISD and its students.

3. The Foundation agrees that, in each of the Foundation's fiscal years, the Foundation shall contribute more to the District than the value of the District's contribution to the Foundation or else Red Oak ISD funding may, in the Red Oak ISD Board's discretion, either cease or be decreased for the coming fiscal year. For purposes of this Agreement, amounts contributed to the District by the Foundation in any fiscal year shall include all Foundation grants to teachers, designated grants from outside sources provided to the District through the Foundation, funds provided by the Foundation for District initiatives, employee and teacher of the month recognitions, and all payments to the Endowment Fund made in that fiscal year, but shall not include monies deposited into retained earnings until those retained earnings are spent for the benefit of the District through a grant or an Endowment Fund payment.
4. The Foundation agrees that it will require its personnel and the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
5. The Foundation agrees that it will continue to recognize the District as the beneficiary of its solicitation program.

### **Controls**

Red Oak ISD and the Foundation agree on the following controls to ensure that a proper public educational purpose is served by this arrangement:

1. The executive director and any support personnel serving the Foundation shall be at-will employees of Red Oak ISD, under the direct supervision and control of the Superintendent of Schools. The Foundation may consult with the Superintendent regarding the executive director's and support personnel's job performance.
2. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
3. The Red Oak ISD Board of Trustees and the Foundation Board designate the executive director of the Foundation as the fiscal agent with the authority to accept grants on behalf of the Foundation for the benefit of Red Oak ISD. The executive director shall report all grants awarded to the District and the Foundation to the Red Oak ISD Superintendent of Schools. The executive director as fiscal agent is responsible for the prudent management of all gifts consistent with donor intent.
4. The Foundation shall provide an IRS Form 990 annually to the Red Oak ISD Board reflecting the District's contributions to the Foundation, which may be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 may also be posted on the Foundation's website at the discretion of the Foundation's Board of Directors. The Foundation will also provide a copy of the current annual audit that is conducted by an outside accounting firm to the District.
5. The District shall determine each year, at the time of development of the District's budget, whether adequate consideration has been received from the Foundation in the previous fiscal

year and will likely be received in the following fiscal year, to assist the Board in determining funding for the coming fiscal year.

6. The Foundation understands that, as a result of the District's investment in the Foundation, the documents of the Foundation are likely subject to the Texas Public Information Act absent any specific exemption, and the Foundation agrees to abide by the Texas Public Information Act.
7. This agreement is governed by the laws of the State of Texas. Venue for any dispute arising hereunder shall be in Ellis County, Texas. If any provision of this Agreement is held to be in violation of the Constitution of the State of Texas or any laws of the State of Texas, such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by any illegal, invalid or unenforceable provision or by its severance. The District does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution and performance of this Agreement.
8. The relationship of District and Foundation is limited to that which is set forth herein. No action(s) or undertaking(s) of either party will be construed to create or suggest a partnership, expressed or implied. As separately incorporated organizations, neither District nor Foundation intends nor will either District or Foundation profess a right to obligate or bind the other party; any suggestion of such, orally or in writing, will be considered void and of no further legal effect.
9. Either party may, upon ninety (90) days prior written notice to the other, terminate this Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written notice. Should the Foundation cease to exist or cease to be a 501(c)(3) organization, the Foundation shall transfer its assets and property to the District, to a reincorporated successor foundation, or to the state government for public purposes in accordance with the law and donor intent.

**This Memorandum is effective June \_\_\_\_\_ 2022.**

**RED OAK ISD BOARD OF TRUSTEES**

**RED OAK ISD EDUCATION  
FOUNDATION**

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Mr. John Anderson, President

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Karen Stanfill, President

**ATTEST:**

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Brian Sebring, Secretary

**RECOMMENDED:**

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Brenda Sanford, Superintendent

*Updated: June 2022*

**ATTEST:**

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Ms. Lynne Grandstaff, Secretary

**RECOMMENDED:**

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Ms. Karen Anderson, Executive Director

Playground Equipment for Little Hawks Learning Center

**Presented for:**

Board Action

Report/Review Only

**Supporting documents:**

None

Attached

Provided Later

**Contact Person:**

Kevin Freels, Assistant Superintendent of District Operations  
Julie Phillips, Director of Purchasing

**Background Information:**

The existing play structure was out of compliance and has been removed. Upon approval, we will be adding a fixed structure for 3-4 year olds, an Infant/Toddler play area, and replacing the canvas fabric shades. These play structures are required by Texas Rising Star, and all structures meet code requirements for the age levels. Installation will be done in mid-fall 2022.

Proposals were received from:

- Lea Park and Play, Inc.
- PTI Sports & Recreation Construction
- Hunter Kneppshield of Texas, Inc.
- Adventure Playground Systems
- We Build Fun
- Kraftsman Commercial Playgrounds & Water Parks

**Fiscal Implications:**

The project will be completely funded by the Child Care Relief Fund grant. The recommended proposal total is \$57,432.25.

**Administrative Recommendation:**

It is recommended that the Board approve the purchase of the Little Hawks Learning Center playgrounds from Lea Park and Play, Inc..



**Lea Park & Play, Inc.**  
 1105 Hampshire Ln.  
 Richardson, TX 75080  
 +1 9726908163  
 info@leaparkandplay.com  
 www.leaparkandplay.com

## Quote

**ADDRESS**

Red Oak ISD

**SHIP TO**

Little Hawks Learning Center  
 205 W Ovilla Rd.  
 Red Oak, TX 75154

**QUOTE #** 23275

**DATE** 03/25/2022

**EXPIRATION DATE** 06/25/2022

**SALES REP**

Sean Moran

DESCRIPTION	QTY	RATE	AMOUNT
<b>Little Tikes Commercial</b> Little Tikes Commercial Equipment: Includes:  3-4's Area: (1) 2-12 Playbuilder Composite Structure, (2) 4'X4' Sensory Pit (Fill TBD),  Tot Area: (1) Tot Tree, (1) 12X12 Sensory Pit (Rubber Mulch), Tot Builder Sensory Truck  Note: Tot Area surfacing to be provided by others	1	40,246.00	40,246.00T
<b>BuyBoard</b> BuyBoard Discount for contract listed as "Parks and Recreation Equipment and Field Lighting Products and Installation #592-19"	1	-9,256.00	-9,256.00T
<b>Freight</b> Freight for Little Tikes Commercial Equipment	1	2,519.09	2,519.09T
<b>Installation</b> Installation of Little Tikes Commercial Equipment	1	10,060.00	10,060.00T
<b>Action Play Systems</b> 4' X 12" Plastic Playground Border Note: Existing borders to be utilized	36	37.50	1,350.00T
<b>USA Shade</b> Replacement Fabric F/ Existing USA Shade Pyramid Equipment: Size#1: 11.5' X 11.5' Size#2: 12' X 12'  Color: Blue  Note: Frame pressure washing to be completed by Red Oak ISD prior to fabric installation.	1	2,230.00	2,230.00T
<b>BuyBoard</b> BuyBoard Discount for contract listed as "Parks and Recreation Equipment and Field Lighting Products and Installation #592-19"	1	-290.00	-290.00T
<b>Freight</b> Freight for USA Shade Equipment	1	100.00	100.00T

DESCRIPTION	QTY	RATE	AMOUNT
<b>Installation</b> Installation of USA Shade Equipment	1	750.00	750.00T
<b>GroundSmart</b> GroundSmart Rubber Mulch: Coated Playground Mulch	7	550.00	3,850.00T
Approx. 1,200 SQFT @ 5" Depth Include Filter Fabric			
<b>Freight</b> Freight	1	1,593.00	1,593.00T
<b>Discount</b> Discount	1	-55.00	-55.00T
<b>Installation</b> Installation of Rubber Mulch	1	1,200.00	1,200.00T
<b>MyTCoat</b> MyTCoat Commercial Site Furnishings PT# TRT06-A-01-000- ELEMENTARY 6' Rectangular Portable Table - Expanded Metal - Advantage Coating Elementary Sized 6' Table Colors: TBD	2	1,076.00	2,152.00T
<b>Freight</b> Freight	1	381.16	381.16T
<b>Installation</b> Installation of site furnishings	1	602.00	602.00T
<b>Terms</b> TERMS: Net % 30 days. Tax Exempt/Resale Certificate Required. Initial _____.	1	0.00	0.00T

DELIVERY: Delivery is approximately 30 weeks after order is received and approved. Installation date TBD (if included). Customer is responsible for offloading the truck if we are not providing installation. Initial \_\_\_\_\_.

INSTALLATION: Please Note that installation is not included unless otherwise noted above. If installation is included, price assumes that the site has been prepared and that grade slope does not exceed 1 - 2% in any direction. Grade work and drainage improvements/lines are not included unless specifically listed above. Please turn off sprinkler systems 1 week prior to installation to avoid site damage due to wet ground. Initial \_\_\_\_\_.

DISCLAIMER: Unless specifically listed in the quote above, payment/performance bonds, permits, sealed engineered drawings, TDLR registration/inspection, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. A 3% fee will be added for any payments by credit card. Initial \_\_\_\_\_.

ROCK CLAUSE: In the event that soil or rock conditions are such to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expenses and delay costs required to complete the installation. Should the situation arise, the problem will be discussed with the customer prior to incurring any additional cost. Initial \_\_\_\_\_.

UNDERGROUND UTILITY CLAUSE: The customer hereby agrees that Lea Park & Play, Inc., its employees and/or subcontractors, are not liable for any damage done to any type of underground utilities on the site chosen by the customer unless the customer has had these lines accurately marked prior to installation.

DESCRIPTION	QTY	RATE	AMOUNT
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The customer further agrees that without properly marked utility lines, the customer shall be responsible for costs incurred to repair any damaged utilities, all costs for medical treatment in the event of injury and any related costs due to delay in the project. It shall be the sole responsibility of the customer to mark, have marked, or hire a professional to establish any and all utility locations prior to Lea Park & Play, Inc., its employees and/or subcontractors starting the project. In the event that Lea Park & Play, Inc., its employees and/or subcontractors start the project before utilities have been located and properly marked, the customer shall again be liable and shall notify Lea Park & Play, Inc., in writing to stop the project until the utilities have been marked. The customer shall further be responsible for any cost incurred due to work stoppage or project delays.  
Initial \_\_\_\_\_.

A purchase order or signed quote is required. Pricing quoted is based on our standard insurance certificate. Unless specifically listed in the quote above, installation, payment/performance bonds, permits, sealed engineered drawings, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. Customer is responsible for repair of any unmarked underground utility lines damaged during construction. Financing available upon request. A 3% fee will be added for payment by credit card.

SUBTOTAL	57,432.25
TAX	0.00
<b>TOTAL</b>	<b>\$57,432.25</b>

THANKS FOR CONSIDERING OUR PRODUCTS!

Accepted By

Accepted Date

Portable Buildings 2022-2023

**Presented for:**

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

**Supporting documents:**

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

**Contact Person:**

Bill Johnston, Assistant Superintendent of Business Services/CFO  
Kevin Freels, Assistant Superintendent of District Operations  
Julie Phillips, Director of Purchasing

**Background Information:**

Overcrowding at three campuses has prompted the need to add additional classroom space in the form of portable buildings. It has been determined that the following will ease the crowding problems at these locations:

ROMS/CTE building: (3) 24 X 64 buildings - 2 classrooms, with bathroom  
Eastridge Elementary: (2) 24 x 64 buildings - 2 classrooms, dry  
H.A. Wooden Elementary: (2) 24 X 64 buildings - 2 classrooms, dry

Proposals were received from the following vendors:

Ramtech Building Systems  
Palomar Modular Buildings  
Mobile Modular

**Fiscal Implications:**

A summary of all proposals is attached. The lowest cost proposal was received by Palomar Modular Buildings, totaling \$746,609.

A combination of Maintenance Tax Notes funds and Capital Projects funds will be used for the purchase.

**Administrative Recommendation:**

Administration recommends the purchase of 7 portable buildings as detailed from Palomar Modular Buildings.

## PORTABLES BIDS 2022

VENDOR	24X64 (2 ROOM without restroom)	QTY	24X64 (2 ROOM with restroom)	QTY	RAMPS and CANOPIES	TOTAL	EST DELIVERY DATE	COOPERATIVE CONTRACT
PALOMAR	\$95,429.00	4	\$102,822.00	3	\$56,427.00	<b>\$746,609.00</b>	LATE JULY-EARLY AUGUST	BUYBOARD 637-21
RAMTECH	\$107,075.00	4	\$112,120.00	3	\$87,950.00	<b>\$852,610.00</b>	MID-OCTOBER 2022	BUYBOARD 637-21
MOBILE MODULAR	\$148,785.00	4	\$159,070.00	3	\$66,438.00	<b>\$1,138,788.00</b>	Oct-22	BUYBOARD 637-21



505 North I-35 East, DeSoto, Texas 75115 P 469.727.0727 F 469.727.0728 866.912.4587 [www.palomarmodularbuildings.com](http://www.palomarmodularbuildings.com)

May 18, 2022

Julie Phillips  
Red Oak ISD  
Red Oak, TX

Thank you for your interest in Palomar Modular Building LLC. The price reflected below, for (4) new **24' x 64' Dry Double Classrooms (3) new 24'x64' Wet Double Classrooms** (nominal dimensions), manufactured, delivered, and set in Red Oak, TX is based on the attached specifications. BuyBoard # 637-21

1. The purchase price for the dry double classrooms is \$95,429 per buildings and for the wet is \$102,822 per building. This price does not include poured concrete footers, canopies, handicap ramps, gutters, low voltage equipment, utility hookups, site work, sales tax, use tax or excise taxes or permits. It is assumed that the site can support the building, is relatively level and easily accessible.
2. The price for (3) shared deck, step, ramp, awning and (1) single deck, step, ramp, and awning is \$56,427.
3. The building will be built in compliance with the International Building, Plumbing and mechanical codes, Americans with Disabilities Act, and the National Electric Code. The building will be engineered to meet local floor and roof load requirements and will have electrical, heating and cooling loads sized in accordance with code. Cost to comply with local codes beyond the attached floor plan and specifications is the responsibility of the owner.
4. ***Due to the volatility in lumber and other commodity markets we can only honor prices for 30 days.***
5. Our payment terms are 50% due upon execution on PO or Contract, 40% due upon completion of manufacturing at PMB and 10% when the building is accepted or occupied, whichever comes first.

Sincerely,

Jane Tavern  
Business Developer  
Palomar Modular Buildings LLC  
469-727-0727 (o)  
214.546.2843 (c)

Secondary Level New Course Proposals for 2022-2023

**Presented for:**

Board Action \_\_\_\_\_ X \_\_\_\_\_

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

**Supporting documents:**

None \_\_\_\_\_

Attached \_\_\_\_\_ X \_\_\_\_\_

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

**Contact Person:**

Melissa Sulak, Executive Director of Curriculum & Instruction

**Background Information:**

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

The action to add courses listed here is the result of TEA and SBOE changes in the TEKS and updates of course names in the area of Physical Education.

**Fiscal Implications:**

Textbooks and classroom supplies for courses will be funded through IMA funds and/or department and campus budgets.

**Administrative Recommendation:**

The administration recommends that the Board approve the new course proposals as presented, for compliance with local and state policies.

## ROISD New Course Proposals for 2022-2023

### **Physical Education at ROHS**

#### Lifetime Fitness and Wellness Pursuits (replacing Foundations of Personal Fitness)

This course offers foundation skills for personal fitness, physical literacy, lifetime wellness, and healthy living. Students will apply the knowledge and skills to demonstrate mastery of the concepts needed to achieve lifetime wellness. These skills will be demonstrated through participation in a variety of physical activities for attaining personal fitness and lifetime wellness.

#### Lifetime recreation and Outdoor Pursuits (replacing Adventure/Outdoor Education)

Students in Lifetime Recreation and Outdoor Pursuits will participate in activities that promote physical literacy, promote respect for and connection to nature and the environment, and promote opportunities for enjoyment for a lifetime. Students will experience opportunities that enhance self-worth and support community engagement.

#### Skill-Based Lifetime Activities (replacing various Athletic pursuits)

The Skill-Based Lifetime Activities course offers students the opportunity to demonstrate mastery in basic sport skills, basic sport knowledge, and health and fitness principles. Students will experience opportunities that promote physical literacy and lifetime wellness. Students in Skill-Based Lifetime Activities will participate in a minimum of one lifelong activity from each of the following five categories during the course.

(A) Target games are activities in which students send an object toward a target.

(B) Striking and fielding games are activities in which students strike an object in order to score points within a game.

(C) Fitness activities provide opportunities for students to apply fitness principles to accomplish an objective.

(D) Rhythmic activities provide opportunities for students to demonstrate or create movement sequences with rhythm.

(E) Innovative games and activities with international significance are those games and activities that use new or innovative equipment, have been created by students, or are played internationally

STATUTORY AUTHORITY. The new sections are adopted under Texas Education Code (TEC), §7.102(c)(4), which requires the State Board of Education (SBOE) to establish curriculum and graduation requirements; TEC, §28.002(a), which identifies the subjects of the required curriculum; TEC, §28.002(c), which requires the SBOE to by rule identify the essential knowledge and skills of each subject in the required curriculum that all students should be able to demonstrate and that will be used in evaluating instructional materials and addressed on the state assessment instruments; TEC, §28.002(r), which requires the SBOE to by rule adopt essential knowledge and skills for the health curriculum that address substance abuse; TEC, §28.002(s), which requires the SBOE to by rule adopt essential knowledge and skills for the health curriculum that address bullying; and TEC, §28.025(a), which requires the SBOE to by rule determine the curriculum requirements for the foundation high school graduation program that are consistent with the required curriculum under TEC, §28.002.

CROSS REFERENCE TO STATUTE. The new sections implement Texas Education Code, §§7.102(c)(4); 28.002(a), (c), (r), and (s); and 28.025(a).

<rule>

**§116.61. Implementation of Texas Essential Knowledge and Skills for Physical Education, Adopted 2020.**

- (a) The provisions of §§116.62-116.64 of this subchapter shall be implemented by school districts.
- (b) No later than July 31, 2021, the commissioner of education shall determine whether instructional materials funding has been made available to Texas public schools for materials that cover the essential knowledge and skills for physical education as adopted in §§116.62-116.64 of this subchapter.
- (c) If the commissioner makes the determination that instructional materials funding has been made available under subsection (b) of this section, §§116.62-116.64 of this subchapter shall be implemented beginning with the 2022-2023 school year and apply to the 2022-2023 and subsequent school years.
- (d) If the commissioner does not make the determination that instructional materials funding has been made available under subsection (b) of this section, the commissioner shall determine no later than July 31 of each subsequent school year whether instructional materials funding has been made available. If the commissioner determines that instructional materials funding has been made available, the commissioner shall notify the State Board of Education and school districts that §§116.62-116.64 of this subchapter shall be implemented for the following school year.
- (e) Sections 116.51-116.56 of this subchapter shall be superseded by the implementation of §§116.61-116.64 of this subchapter.

**§116.62. Lifetime Fitness and Wellness Pursuits (One Credit), Adopted 2020.**

- (a) General requirements. Students shall be awarded one credit for successful completion of this course.
- (b) Introduction.
  - (1) Physical education is the foundation of a well-balanced curriculum. "It is an academic subject with a planned and sequential K-12 curriculum based on the national standards for physical education. Physical education provides cognitive content and instruction designed to develop motor skills, knowledge, and behaviors for physical activity and physical fitness. Supporting schools to establish daily physical education can provide students with the ability and confidence to be physically active for a lifetime" (Centers for Disease Control and Prevention (CDC), CDC Healthy Schools, May 2019).
    - (A) Physical education is designed to develop motor skills, knowledge, and behaviors for active living, physical fitness, sportsmanship, self-efficacy, and emotional intelligence. Physical education addresses the three domains of learning: cognitive skills related to the knowledge of movement, affective skills related to feelings and attitudes about movement, and psychomotor skills related to the manual or physical skills in movement literacy (SHAPE America, 2014, p. 4).

- (B) Physically literate students have the ability to develop a lifetime of wellness. Physical literacy can be described as the ability to move with competence and confidence, to acquire knowledge and understanding, and to value and take responsibility for engagement in a wide variety of physical activities in multiple environments that benefit the healthy development of the whole person (Mandigo, Francis, Lodewyk & Lopez, 2012, and Whitehead, 2016).
- (C) Research shows physical education is important to the development of the whole child and increases a lifetime of wellness. The Association for Supervision and Curriculum Development and the National Academy of Medicine support the belief that physical education, taught at a developmentally appropriate level, improves physical fitness and skill development, supports and improves academic achievement, reinforces self-discipline and teacher goal setting, reduces stress and increases blood flow to the brain, strengthens peer relationships, and improves self-confidence and self-esteem.
- (2) The physical education standards are categorized into five strands that are of equal importance and value. The movement patterns and movement skills strand guides the physically literate student in the development of fundamental movement patterns, spatial and body awareness, and rhythmic activities. The performance strategies strand guides the physically literate student in using strategies in fundamental components of games, activities, and outdoor and recreational pursuits. The health, physical activity, and fitness strand encompasses health-related fitness, environmental awareness, and safety practices that guide students to a health-enhancing, physically active lifestyle. The physically literate student demonstrates skills and mechanics used during physical activity and analyzes data used during fitness performance. The physically literate student recognizes the correlation between nutrition, hydration, and physical activity. The social and emotional health strand incorporates working with others, responding to class expectations, and applying self-management skills. The lifetime wellness strand engages students in physical activity for the purposes of self-expression, enjoyment, and challenge.
- (3) Quality physical education programs include a comprehensive curriculum, physical activity, safety policies, safe environments, qualified physical education specialists instructing the class, and student assessment and do not use physical activity as a form of punishment. Texas state law outlines state requirements that support these essential components. In accordance with state law, physical education curriculum and instruction must be sequential, developmentally appropriate, and designed to meet the needs of all students, including students with disabilities, and of all physical ability levels. At least 50% of the physical education class must be used for actual student physical activity at a moderate or vigorous intensity level, which aligns with additional state requirements for a minimum number of minutes for moderate or vigorous physical activity in Kindergarten-Grade 8. Required student-to-teacher ratios of 45-to-1 ensure the proper supervision and safety of students in physical education classes, and school districts must identify how student safety will be maintained if that ratio is exceeded. State law also requires that school districts and charter schools annually assess the physical fitness of students in Grade 3 or higher who are enrolled in a physical education course.
- (4) Access to course-appropriate physical education equipment is essential to quality instruction. Course-appropriate equipment for all students is imperative for the development of motor skills, manipulative skills, and eventually becoming a physically literate, lifelong learner. Equipment should include a variety of sizes, weights, and textures to provide differentiated experiences for students of various ability levels.
- (5) The Lifetime Fitness and Wellness Pursuits course offers current approaches for the foundation of personal fitness, physical literacy, lifetime wellness, and healthy living. Students in Lifetime Fitness and Wellness Pursuits will apply the knowledge and skills to demonstrate mastery of the concepts needed to achieve lifetime wellness. Students will participate in a variety of physical activities for attaining personal fitness and lifetime wellness.
- (6) Statements that contain the word "including" reference content that must be mastered, while those containing the phrase "such as" are intended as possible illustrative examples.

- (c) Knowledge and skills.
- (1) Movement patterns and movement skills. While participating in physical activity, the physically literate student applies physiological and biomechanical principles to improve health-related fitness. The student is expected to:
    - (A) apply physiological and fitness principles related to exercise and training, including warm-up and cool-down, overload, frequency, intensity, time, and specificity; and
    - (B) apply basic biomechanical principles related to exercise and training, including force, leverage, and type of contraction.
  - (2) Performance strategies. During physical activity, the physically literate student applies skills, techniques, and safety practices associated with physical activity. The student is expected to:
    - (A) apply appropriate procedures to ensure safety;
    - (B) apply appropriate practices and procedures to improve skills in various fitness activities;
    - (C) perform skills and appropriate techniques at a basic level of competency;
    - (D) modify movement during performance using appropriate internal and external feedback; and
    - (E) explain various methods to achieve personal fitness, including interval training, circuit training, high-intensity interval training (HIIT), and functional fitness training.
  - (3) Health, physical activity, and fitness. The physically literate student applies fitness principles that encompass personal fitness programs, nutrition, technology, and environmental awareness. The student is expected to:
    - (A) demonstrate appropriate safety procedures, including wearing proper attire, using equipment safely, practicing exercise etiquette, and recognizing situational environmental hazards;
    - (B) identify and describe exercise techniques that may be harmful or unsafe;
    - (C) explain the relationships among hydration, physical activity, and environmental conditions;
    - (D) explain the relationship between physical fitness and wellness;
    - (E) participate in a variety of activities that develop health-related physical fitness;
    - (F) describe training principles appropriate to enhance cardiorespiratory endurance, muscular strength and endurance, and flexibility;
    - (G) exhibit a basic level of competency in two or more aerobic and two or more anaerobic activities;
    - (H) select and use appropriate technology tools to evaluate, monitor, and improve health-related fitness;
    - (I) design and implement a personal fitness program that includes health-related fitness components;
    - (J) measure and evaluate personal skill-related components of physical fitness, including agility, balance, coordination, power, reaction time, and speed; and
    - (K) measure and evaluate personal fitness in terms of health-related fitness components.
  - (4) Social and emotional health. During physical activity, the physically literate student develops positive self-management and social skills needed to work independently and with others. The student is expected to:
    - (A) describe and analyze the relationship between physical activity and social and emotional health;

- (B) discuss how improvement is possible with appropriate practice;
  - (C) identify and respond to challenges, successes, conflicts, and failures in physical activities in socially appropriate ways;
  - (D) explain how to accept successes and performance limitations of self and others by exhibiting appropriate behavior and response; and
  - (E) evaluate the impact of the use of technology on social and emotional health.
- (5) Lifetime wellness. The physically literate student comprehends practices that will impact daily performance, physical activity, and health throughout the lifespan. The student is expected to:
- (A) describe how sleep is essential to optimal performance and recovery;
  - (B) identify myths associated with physical activity and nutritional practices;
  - (C) explain the relationship between nutritional practices and physical activity;
  - (D) explain the risks of over training;
  - (E) evaluate consumer issues and trends related to physical fitness such as marketing claims promoting fitness and nutritional products, services, and supplements; and
  - (F) analyze how nutrition, exercise, and other factors impact body composition.

**§116.63. Lifetime Recreation and Outdoor Pursuits (One Credit), Adopted 2020.**

- (a) General requirements. Students shall be awarded one credit for successful completion of this course.
- (1) Physical education is the foundation of a well-balanced curriculum. "It is an academic subject with a planned and sequential K-12 curriculum based on the national standards for physical education. Physical education provides cognitive content and instruction designed to develop motor skills, knowledge, and behaviors for physical activity and physical fitness. Supporting schools to establish daily physical education can provide students with the ability and confidence to be physically active for a lifetime" (Centers for Disease Control and Prevention (CDC), CDC Healthy Schools, May 2019).
- (A) Physical education is designed to develop motor skills, knowledge, and behaviors for active living, physical fitness, sportsmanship, self-efficacy, and emotional intelligence. Physical education addresses the three domains of learning: cognitive skills related to the knowledge of movement, affective skills related to feelings and attitudes about movement, and psychomotor skills related to the manual or physical skills in movement literacy (SHAPE America, 2014, p. 4).
  - (B) Physically literate students have the ability to develop a lifetime of wellness. Physical literacy can be described as the ability to move with competence and confidence, to acquire knowledge and understanding, and to value and take responsibility for engagement in a wide variety of physical activities in multiple environments that benefit the healthy development of the whole person (Mandigo, Francis, Lodewyk & Lopez, 2012, and Whitehead, 2016).
  - (C) Research shows physical education is important to the development of the whole child and increases a lifetime of wellness. The Association for Supervision and Curriculum Development and the National Academy of Medicine support the belief that physical education, taught at a developmentally appropriate level, improves physical fitness and skill development, supports and improves academic achievement, reinforces self-discipline and teacher goal setting, reduces stress and increases blood flow to the brain, strengthens peer relationships, and improves self-confidence and self-esteem.
- (2) The physical education standards are categorized into five strands that are of equal importance and value. The movement patterns and movement skills strand guides the physically literate student in the development of fundamental movement patterns, spatial and body awareness, and rhythmic

activities. The performance strategies strand guides the physically literate student in using strategies in fundamental components of games, activities, and outdoor and recreational pursuits. The health, physical activity, and fitness strand encompasses health-related fitness, environmental awareness, and safety practices that guide students to a health-enhancing, physically active lifestyle. The physically literate student demonstrates skills and mechanics used during physical activity and analyzes data used during fitness performance. The physically literate student recognizes the correlation between nutrition, hydration, and physical activity. The social and emotional health strand incorporates working with others, responding to class expectations, and applying self-management skills. The lifetime wellness strand engages students in physical activity for the purposes of self-expression, enjoyment, and challenge.

- (3) Quality physical education programs include a comprehensive curriculum, physical activity, safety policies, safe environments, qualified physical education specialists instructing the class, and student assessment and do not use physical activity as a form of punishment. Texas state law outlines state requirements that support these essential components. In accordance with state law, physical education curriculum and instruction must be sequential, developmentally appropriate, and designed to meet the needs of all students, including students with disabilities, and of all physical ability levels. At least 50% of the physical education class must be used for actual student physical activity at a moderate or vigorous intensity level, which aligns with additional state requirements for a minimum number of minutes for moderate or vigorous physical activity in Kindergarten-Grade 8. Required student-to-teacher ratios of 45-to-1 ensure the proper supervision and safety of students in physical education classes, and school districts must identify how student safety will be maintained if that ratio is exceeded. State law also requires that school districts and charter schools annually assess the physical fitness of students in Grade 3 or higher who are enrolled in a physical education course.
  - (4) Access to course-appropriate physical education equipment is essential to quality instruction. Course-appropriate equipment for all students is imperative for the development of motor skills, manipulative skills, and eventually becoming a physically literate, lifelong learner. Equipment should include a variety of sizes, weights, and textures to provide differentiated experiences for students of various ability levels.
  - (5) The Lifetime Recreation and Outdoor Pursuits course provides opportunities for students to develop competency in five or more lifelong recreational and outdoor pursuits for enjoyment and challenge. Students in Lifetime Recreation and Outdoor Pursuits participate in activities that promote physical literacy, respect for and connection to nature and the environment, and opportunities for enjoyment for a lifetime. Students will experience opportunities that enhance self-worth and support community engagement.
  - (6) Statements that contain the word "including" reference content that must be mastered, while those containing the phrase "such as" are intended as possible illustrative examples.
- (c) Knowledge and skills.
- (1) Movement patterns and movement skills. The student demonstrates competency in five or more lifetime recreational and outdoor pursuits such as backpacking, camping, hiking, navigation, water sports, paddle sports, boater education, water safety education, angler education, hunter education, archery, outdoor survival and safety, climbing, adventure activities, challenge course or team building, lawn games, skating, skiing, cycling, and disc sports. The student is expected to:
    - (A) demonstrate execution of basic skills in lifetime recreation and outdoor pursuits;
    - (B) apply the rules and strategies of the selected lifetime recreation and outdoor pursuits; and
    - (C) design a conditioning program for the selected lifetime recreation and outdoor pursuits.
  - (2) Performance strategies. The physically literate student applies movement concepts and principles to the learning, development, and execution of motor skills applicable to the selected lifetime recreational and outdoor pursuits. The student is expected to:

- (A) modify movement during performance using appropriate internal and external feedback; and
  - (B) identify critical elements for a successful performance during a specific activity.
- (3) Health, physical activity, and fitness. The physically literate student exhibits a physically active lifestyle that improves health and provides opportunities for enjoyment and challenge. The student is expected to:
- (A) participate in lifetime recreational and outdoor pursuits that provide for enjoyment and challenge;
  - (B) describe training principles for enhancing flexibility, muscular strength and endurance, and cardiorespiratory endurance;
  - (C) establish realistic and challenging health-related fitness goals;
  - (D) select and use appropriate technology tools to evaluate, monitor, and improve health-related fitness;
  - (E) analyze health and fitness benefits derived from participation in lifetime recreational and outdoor pursuits; and
  - (F) design and participate in a personal health-related fitness program that has the potential to meet identified activity goals.
- (4) Social and emotional health. The physically literate student articulates the benefit of time spent in recreation or outdoor pursuits to promote mental, social, and emotional health. The student is expected to:
- (A) demonstrate teamwork such as leadership, problem solving, trust, creativity, cooperation, conflict resolution, and communication while engaging in selected lifetime recreation and outdoor pursuits;
  - (B) demonstrate etiquette appropriate for selected lifetime recreation and outdoor activities;
  - (C) evaluate the impact of the use of technology on social and emotional health;
  - (D) analyze and summarize critical information on the mental, social, and emotional health benefits of engagement in outdoor pursuits; and
  - (E) design a personal wellness plan that includes time engaging in outdoor pursuits.
- (5) Lifetime wellness. The physically literate student recognizes the relationship between lifetime recreation or outdoor pursuits and health. The student is expected to:
- (A) list and describe safety equipment used in selected lifetime recreation and outdoor pursuits;
  - (B) explain and follow safety procedures during selected lifetime recreation and outdoor pursuits;
  - (C) identify and apply the health-related fitness principles to selected lifetime recreation and outdoor pursuits;
  - (D) describe how sleep is essential to optimal performance and recovery;
  - (E) analyze the advantages and disadvantages of lifetime recreation and outdoor pursuits and their effects on personal fitness;
  - (F) provide evidence of developing and maintaining health-related fitness; and
  - (G) design safe practices and procedures to improve skill during an activity.

**§116.64. Skill-Based Lifetime Activities (One Credit), Adopted 2020.**

- (a) General requirements. Students shall be awarded one credit for completion of this course.

(b) Introduction.

- (1) Physical education is the foundation of a well-balanced curriculum. "It is an academic subject with a planned and sequential K-12 curriculum based on the national standards for physical education. Physical education provides cognitive content and instruction designed to develop motor skills, knowledge, and behaviors for physical activity and physical fitness. Supporting schools to establish daily physical education can provide students with the ability and confidence to be physically active for a lifetime" (Centers for Disease Control and Prevention (CDC), CDC Healthy Schools, May 2019).
  - (A) Physical education is designed to develop motor skills, knowledge, and behaviors for active living, physical fitness, sportsmanship, self-efficacy, and emotional intelligence. Physical education addresses the three domains of learning: cognitive skills related to the knowledge of movement, affective skills related to feelings and attitudes about movement, and psychomotor skills related to the manual or physical skills in movement literacy (SHAPE America, 2014, p. 4).
  - (B) Physically literate students have the ability to develop a lifetime of wellness. Physical literacy can be described as the ability to move with competence and confidence, to acquire knowledge and understanding, and to value and take responsibility for engagement in a wide variety of physical activities in multiple environments that benefit the healthy development of the whole person (Mandigo, Francis, Lodewyk & Lopez, 2012, and Whitehead, 2016).
  - (C) Research shows physical education is important to the development of the whole child and increases a lifetime of wellness. The Association for Supervision and Curriculum Development and the National Academy of Medicine support the belief that physical education, taught at a developmentally appropriate level, improves physical fitness and skill development, supports and improves academic achievement, reinforces self-discipline and teacher goal setting, reduces stress and increases blood flow to the brain, strengthens peer relationships, and improves self-confidence and self-esteem.
- (2) The physical education standards are categorized into five strands that are of equal importance and value. The movement patterns and movement skills strand guides the physically literate student in the development of fundamental movement patterns, spatial and body awareness, and rhythmic activities. The performance strategies strand guides the physically literate student in using strategies in fundamental components of games, activities, and outdoor and recreational pursuits. The health, physical activity, and fitness strand encompasses health-related fitness, environmental awareness, and safety practices that guide students to a health-enhancing, physically active lifestyle. The physically literate student demonstrates skills and mechanics used during physical activity and analyzes data used during fitness performance. The physically literate student recognizes the correlation between nutrition, hydration, and physical activity. The social and emotional health strand incorporates working with others, responding to class expectations, and applying self-management skills. The lifetime wellness strand engages students in physical activity for the purposes of self-expression, enjoyment, and challenge.
- (3) Quality physical education programs include a comprehensive curriculum, physical activity, safety policies, safe environments, qualified physical education specialists instructing the class, and student assessment and do not use physical activity as a form of punishment. Texas state law outlines state requirements that support these essential components. In accordance with state law, physical education curriculum and instruction must be sequential, developmentally appropriate, and designed to meet the needs of all students, including students with disabilities, and of all physical ability levels. At least 50% of the physical education class must be used for actual student physical activity at a moderate or vigorous intensity level, which aligns with additional state requirements for a minimum number of minutes for moderate or vigorous physical activity in Kindergarten-Grade 8. Required student-to-teacher ratios of 45-to-1 ensure the proper supervision and safety of students in physical education classes, and school districts must identify how student safety will be maintained if that ratio is exceeded. State law also requires that school districts and

charter schools annually assess the physical fitness of students in Grade 3 or higher who are enrolled in a physical education course.

- (4) Access to course-appropriate physical education equipment is essential to quality instruction. Course-appropriate equipment for all students is imperative for the development of motor skills, manipulative skills, and eventually becoming a physically literate, lifelong learner. Equipment should include a variety of sizes, weights, and textures to provide differentiated experiences for students of various ability levels.
  - (5) The Skill-Based Lifetime Activities course offers students the opportunity to demonstrate mastery in basic sport skills, basic sport knowledge, and health and fitness principles. Students experience opportunities that promote physical literacy and lifetime wellness. Students in Skill-Based Lifetime Activities participate in a minimum of one lifelong activity from each of the following five categories during the course.
    - (A) Target games are activities in which students send an object toward a target.
    - (B) Striking and fielding games are activities in which students strike an object in order to score points within a game.
    - (C) Fitness activities provide opportunities for students to apply fitness principles to accomplish an objective.
    - (D) Rhythmic activities provide opportunities for students to demonstrate or create movement sequences with rhythm.
    - (E) Innovative games and activities with international significance are those games and activities that use new or innovative equipment, have been created by students, or are played internationally.
- (c) Knowledge and skills.
- (1) Movement patterns and movement skills. The physically literate student applies movement skills while participating in a minimum of five lifelong activities, including one from each of the following categories: target, striking and fielding, fitness, rhythmic, and innovative games and activities with international significance. The student is expected to:
    - (A) exhibit a level of competency in one or more target activities such as archery, disc golf, backyard target games, bowling, and golf;
    - (B) exhibit a level of competency in one or more striking and fielding activities such as kickball, softball, baseball, and racquet sports;
    - (C) exhibit a level of competency in one or more fitness activities that promote cardiorespiratory endurance, muscular strength, muscular endurance, and flexibility;
    - (D) exhibit a level of competency in one or more rhythmic activities; and
    - (E) exhibit a level of competency in one or more innovative games and activities with international significance such as cricket, futsal, speed ball, and team handball.
  - (2) Performance strategies. The physically literate student applies tactics and strategies to be successful in skill-based lifetime activities. The student is expected to:
    - (A) perform skills and strategies consistently;
    - (B) modify movement during performance using appropriate internal and external feedback;
    - (C) describe appropriate practice procedures to improve skill and strategy in a sport;
    - (D) identify the critical elements for successful performance;
    - (E) demonstrate proper officiating techniques, including hand signals, verbal communication, and application of rules, to ensure safe participation in activities; and
    - (F) keep score accurately during games or activities.

- (3) Health, physical activity, and fitness. The physically literate student applies knowledge of health and fitness principles to participation in skill-based lifetime activities. The student is expected to:
- (A) establish realistic and challenging health-related fitness goals for selected skill-based lifetime activities;
  - (B) apply appropriate safety procedures to prevent or reduce injuries in skill-based lifetime activities; and
  - (C) analyze health and fitness benefits derived from participating in skill-based lifetime activities.
- (4) Social and emotional health. The physically literate student applies principles for social and emotional health to participation in selected skill-based lifetime activities. The student is expected to:
- (A) acknowledge good play from an opponent during competition;
  - (B) explain the importance of accepting the roles and decisions of officials;
  - (C) explain the importance of accepting successes and performance limitations of self and others;
  - (D) discuss the importance of accepting personal responsibility to create and maintain a physically and emotionally safe and nonthreatening environment while officiating; and
  - (E) discuss and apply ways to respond to challenges, successes, and failures in physical activities in socially appropriate ways.
- (5) Lifetime wellness. The physically literate student applies wellness principles to participation in selected skill-based lifetime activities. The student is expected to
- (A) select and participate in at least one skill-based lifetime activity that provides for enjoyment and challenge from each category, including target, striking and fielding, fitness, rhythmic, and innovative games and activities with international significance; and
  - (B) describe how sleep is essential to optimal performance and recovery.

## Switch Replacements at RPS and ROMS

### **Presented for:**

Board Action  Report/Review Only

### **Supporting documents:**

None  Attached  Provided Later

### **Contact Person:**

Tony Maceda, Director of Information Technology

### **Background Information:**

Schupmann Elementary School and Red Oak Middle School currently have a total of 25 HP switches that are over 10 years old. There are several limitations to these switches. Those limitations include performance, reliability, and the lack of POE.

Proposals were received from:

- Advanced Networks of Texas
- CDWG
- Ingram Micro
- TFE
- Griffin Technology Services
- United Data Technologies
- United Systems

I recommend that we purchase 25 new Cisco switches from TFE to replace the HP switches at ROMS and RPS.

### **Fiscal Implications:**

This is being submitted as an eRate purchase. The Technology Department budget will pay 40% of the total cost while 60% of the cost will be reimbursed by available eRate funds. The Technology Department budget will pay a total of \$47,355.40 from the budget year 2022-2023.

### **Administrative Recommendation:**

Administration recommends that the Board approve the purchase of 25 new Cisco switches to replace the HP switches at Schupmann Elementary School and Red Oak Middle School from TFE as presented.

Schhol district Name: Red Oak ISD

Category/Type of Service: 55 Network Switches								
	Possible Points	Advanced Networks of Texas	CDWG	Ingram Micro	TFE	Griffin Technology Services	United Data Technologies	United Systems
Total Cost of Eligible Goods		\$94,210.50	\$210,122.55	\$166,873.85	\$260,454.70	\$96,225.10	\$437,196.40	\$510,163.56
% to Lowest bid (lowest bid cost/vendor column bid)		100%	45%	56%	36%	98%	22%	18%
Weighted Cost (max possible points * % to low bid cell above)	50	50	22	28	18	49	11	9
Interfaces with Existing Network	20	0	0	0	20	0	0	0
Previous Vendor Experience with the District	20	0	20	0	20	0	0	0
Quoted entire scope of project	10	10	0	0	10	10	10	10
	100	60	42	28	68	59	21	19



658 Alliance Parkway | Hewitt, Texas 76643 | (P) 888.902.5563 | (F) 254.299.1396 | www.tfeconnect.com

**Quote # 104806**

Cassandra Counts, Sales Oracle

Cassandra.Counts@TFEconnect.com | 254-741-2462

**To:** Red Oak ISD  
**Date:** May 23, 2022  
**Attn:** Tony Maceda  
**RE:** eRate 2022 - Cisco Switches

- Please Reference Quote Number on Correspondence -

Qty	Part #	Description	Price Each	Extended	ETA
<b>TFE SPIN# 143015064</b>					
<b>DIR-TSO-4167</b>					
25	C9200L-48P-4G-EDU	Catalyst 9200L 48-port PoE+ only, 4x1G uplinks, K12	\$ 3,058.78	\$ 76,469.50	280 Days
25	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	\$ 691.42	\$ 17,285.50	280 Days
25	C9200L-DNA-E-48-5Y	C9200L Cisco DNA Essentials, 48-port, 5 Year Term license	\$ 985.34	\$ 24,633.50	N/A

<b>Grand Total:</b>	<b>\$ 118,388.50</b>
<i>Funded!</i>	
<b>SLD 60%:</b>	<b>\$ 71,033.10</b>
<b>ISD 40%:</b>	<b>\$ 47,355.40</b>

**Board Recommendation: Technology Device Purchase-ROHS Teacher laptops 2022-2023**

**Presented for:**

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

**Supporting documents:**

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

**Contact Person:**

Tony Maceda, Director of Information Technology

**Background Information:**

This purchase of 150 laptops will be used to replace devices for ROHS teachers that are outdated and will help establish a five-year rotation plan to keep technology devices upgraded and performing effectively and efficiently.

Proposals were received from:

CDWG  
Connection Business Solutions  
Delcom Group

A quote from Delcom Group per the State of Texas DIR Cooperative contract DIR-TSO-4159 HP for the amount of \$152,598.00 is attached. Delcom Group is an approved District vendor in good standing and is Administration's recommended vendor for this purchase.

**Fiscal Implications:**

The amount of \$152,598 will be funded from the 2022-2023 Technology Budget.

**Administrative Recommendation:**

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



# QUOTATION

# 37019

BILL TO:		JOB LOCATION:	
COMPANY: <b>RED OAK ISD</b>	COMPANY: <b>ROISD Annex, Tech Dept</b>	DATE: <b>May 10, 2022</b>	
ADDRESS: <b>156 LOIUSE RITTER BLVD</b>	ADDRESS: <b>109 W. Red Oak Road</b>	SALES REP: <b>JASON POTTS</b>	
<b>PO BOX 9000</b>		PHONE:	
<b>RED OAK, TX 75154</b>	<b>Red Oak, TX 75154</b>	EMAIL: <b>JPOTTS@DELCOMGROUP.COM</b>	
CONTACT: <b>Tony Maceda</b>	CONTACT: <b>Tiffany Horn</b>	CONTRACT # <b>DIR-TSO-4159 HP</b>	
PHONE: <b>(972)617-4153</b>	PHONE: <b>(972)617-4155</b>		

**TITLE:**

ProBook 450 G8

**SCOPE OF WORK:**

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
5U1K7UT#ABA	HP PROBOOK 450 G8 - WOLF PRO SECURITY - 15.6" - CORE I5 1135G7 - 8 GB RAM - 256 GB SSD	150.00	\$949.00	\$142,350.00
UK707E	HP Care Pack 3YR 9X5	150.00	\$58.32	\$8,748.00
	Etching	150.00	\$10.00	\$1,500.00

**Warranty and Maintenance**

<b>SUBTOTAL:</b>	\$152,598.00
<b>SHIPPING:</b>	\$0.00
<b>TAX:</b>	\$0.00
<b>TOTAL:</b>	\$152,598.00

**TASB LOCAL POLICY DEC (LOCAL)**

**Presented for:**

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

**Supporting documents:**

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

**Contact Person:**

Michelle Ailara, Assistant Superintendent of Human Resources

**Background Information:**

Attached, please find a copy of Red Oak ISD DEC (LOCAL) policy. During our December 2021 Board meeting, we updated our policy to meet legal requirements and provided additional support to staff with the increase in local leave days and additional incentives to staff for loyalty and attendance beginning with the 2022 – 2023 school year.

With enhancing our retirement compensation, we have received several questions and needs for clarification to the retirement/attendance incentives. We have reviewed the questions and are requesting the updates to DEC (LOCAL) to clarify the retirement reimbursement of accumulated state/local days applies to employees who retire at the end of the year, retirement notification updated from three months to two months and removal of the exclusion of FMLA absences.

Administration recommends an update to provisions for payment for accumulated leave upon retirement beginning with the 2022 – 2023 school year. Thank you for continuing to support staff and provide additional opportunities for staff.

**Fiscal Implications:**

Approved in December 2021:  
    Increase in employee local days  
    Payment for Accumulated Leave Upon Retirement

**Administrative Recommendation:**

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

### PROPOSED REVISIONS

**Leave  
Administration**

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

**Definitions**

The term “immediate family” is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

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

Catastrophic Illness  
or Injury

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

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

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**Availability**

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

**State Leave Proration**

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

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

**Medical Certification**

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

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

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

**State Personal Leave**

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

**Nondiscretionary Use**

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

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

**Discretionary Use**

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

*Request for  
Leave*

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

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

**Local Leave**

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

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

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

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

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

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**Leave Pools**

Sick Leave Pool

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

Bereavement Leave  
Pool

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

Immediate Family  
Member Pool

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

All Pools

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

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

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

Appeal

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

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

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**Sick Leave Pool**

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

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

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

Appeal

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

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

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**Peace Officers**

Mental Health  
Leave

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

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

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

Quarantine Leave

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

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

**Family and Medical Leave**

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

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

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Twelve-Month Period

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

Combined Leave for Spouses

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

Intermittent or Reduced Schedule Leave

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

Certification of Leave

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

Fitness-for-Duty Certification

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

Leave at the End of Semester

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

**Temporary Disability Leave**

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

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

**Workers'  
Compensation**

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

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

No Paid Leave  
Offset

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

**Court Appearances**

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

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

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

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**Payment for  
Accumulated Leave  
Upon Retirement**

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

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

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

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

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

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

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**Payment for  
Accumulated Leave  
Upon Retirement**

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

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. **The employee retires at the end of the school year.**
- ~~2.3.~~ The employee provides advance written notice of intent to retire ~~three months~~ **60 days** before the last day of instruction.
- ~~3.4.~~ The employee has at least ten years of continuous service with the District immediately prior to retirement.
- ~~4.5.~~ The employee has maintained a 95 percent attendance rate for each of the three years preceding retirement, ~~excluding absences for approved FMLA leave.~~

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

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

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

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**Neutral Absence  
Control**

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

If terminated, the employee may apply for reemployment with the District.

TASB Risk Management Fund Interlocal Participation Agreement Updates

**Presented for:**

Board Action     X                          Report/Review Only                     

**Supporting documents:**

None                                           Attached     X                          Provided Later                     

**Contact Person:**

Mrs. Michelle Ailara, Assistant Superintendent of Human Resources  
Mrs. Maricela Torres, Benefits and Leave Coordinator

**Background Information:**

Provided in your packet are three documents for review

1. TASB Risk Management Fund Interlocal Participation Agreement
2. TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions
3. Explanation of Changes to the IPA

The major components to the amendments are on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

This year the organizations' board has updated their Interlocal Participation Agreement that requires board action as their previous update was signed by the board in 2012. We would like to continue our partnership and to do that we need to approve the new Interlocal Participation Agreement provided in your packet.

The unemployment compensation attorney helps us with voiding fraudulent claims, review of Texas Workforce Commission notices, and advises us on how to best proceed with claims on a case-by-case basis. The district has had some cases that are more complicated or controversial and it has been extremely helpful to turn to our unemployment compensation attorney to support us as he did in a case 2 months ago; a hearing that took 2 1/2 hours while most hearings are less than 1 hour long. We have been very pleased with the guidance and expertise that the unemployment compensation attorney has provided us.

**Administrative Recommendation:**

Administration recommends that the School Board approve the updates to the TASB Risk Management Fund Interlocal Participation Agreement.

## **TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions**

### **What is the IPA?**

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

### **Does the IPA require Board approval?**

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

### **What is the effective date of the IPA?**

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

### **Why is the IPA Changing?**

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

### **What are the specific changes to the IPA?**

A thorough explanation of the changes is included in this document on the following page.

### **Can my organization make changes to the IPA?**

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

### **What if my organization doesn't agree to the terms of the new IPA?**

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

### **Who can I contact for additional information?**

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at [paul.taylor@tasb.org](mailto:paul.taylor@tasb.org).

### **What are the steps for signing and returning the IPA?**

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) no later than May 13<sup>th</sup>, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

## Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

### Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

### Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

**Revisions to Dispute Resolution provisions:**

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

## TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

### TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
  - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
  - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
  - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
    - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
    - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

## 5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. **Other Duties of Fund Member.**

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. **Subrogation and Assignment of Rights.**

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
  - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
  - c. Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

**Waiver and Estoppel.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

**Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org). The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
  - b. **CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
  - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
  - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
  - e. **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Red Oak ISD**

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

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

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

\_\_\_\_\_

Date approved by Fund Member's Board of Trustees: \_\_\_\_\_

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**For TASB Risk Management Fund Use Only**

**For TASB RISK MANAGEMENT FUND:**

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

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

Chair, TASB Risk Management Fund Board of Trustees



## MONTHLY BOARD REPORT ATHLETICS

**Date: June 6, 2022**

### 2021-2022 Red Oak Athletic Accomplishments:

14-5A Volleyball District Runner Up – Bi District Finalist  
4-5A D1 Football – Fifth Place  
1 Boys Cross Country Runner Qualified for 5A Regional Meet  
UIL Spirit/Cheerleading State Championships – Qualifier  
14-5A Girls Basketball – District Champions – Regional Semi Finalist  
14-5A Boys Basketball – District Champions – Area Finalist  
14-5A Boys Soccer – District Champions – Area Finalist  
14-5A Girls Soccer – District Runner Up - Regional Quarterfinalist  
14-5A Boys and Girls Track – District Runner Up  
34 Track Athletes Qualified for Area and/or Regional Competition  
14-5A Softball – District Champions – Regional Quarterfinalist  
14-5A Baseball – Tied 3rd Place  
27 Student-Athletes signed college letters of intent  
9 All-State Selections  
101 All-District Selections

### **Current Projects:**

Reviewing the ROISD Extracurricular Code of Conduct for possible updates

Reviewing booster club guidelines and expectations

Interviewing potential coaches for the 2022-2023 school year

### **Important Upcoming Dates:**

June 6	-	Summer Strength and Conditioning Workouts Begin
July 28	-	All Coaches Meeting – Required UIL Training
July 28	-	Summer Strength and Conditioning Workouts End
Aug 1	-	Volleyball, Cross Country, and Tennis begin practice
Aug 1	-	Freshman Football practice begins
Aug 8	-	Varsity/JV Football practice begins



**RED OAK ISD**

**Daily Enrollment & Attendance Analysis for the Day ending: 5-26-2022**

<b>RED OAK HIGH SCHOOL - 001</b>					
	<b>EOY</b>	<b>EOY</b>	<b>EOY</b>	<b>EOY</b>	
	<b>CY</b>	<b>2020-21</b>	<b>2019-20</b>	<b>2018-19</b>	<b>2017-18</b>
12th Grade	480	423	468	444	455
11th Grade	512	477	432	458	439
10th Grade	469	529	511	438	458
9th Grade	558	475	540	511	456
<b>Total Enrollment</b>	<b>2019</b>	<b>1904</b>	<b>1951</b>	<b>1851</b>	<b>1808</b>

<b>Total Absences:</b>	<b>240.5</b>
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<b>Daily ADA</b>	<b>% of Attendance</b>
<b>1286.00</b>	<b>84.25</b>

<b>6TH SW ADA</b>	<b>% of Attendance</b>
<b>1827.29</b>	<b>91.70</b>

<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>1849.50</b>	<b>91.96</b>

**6th SW ADA Percentage Breakdown**

<b>ROHS</b>	<b>5-26 Only</b>	<b>4-18 THRU 5-26</b>
12th Grade	88.00	88.57
11th Grade	80.60	92.21
10th Grade	81.88	92.54
9th Grade	89.39	92.95

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

<b>Total Absences:</b>	<b>299</b>
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<b>Daily ADA</b>	<b>% of Attendance</b>
<b>1292.00</b>	<b>81.21</b>

<b>6TH SW ADA</b>	<b>% of Attendance</b>
<b>1493.72</b>	<b>93.92</b>

<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>1475.80</b>	<b>93.49</b>

**6th SW ADA Percentage Breakdown**

<b>ROMS</b>	<b>5-26 Only</b>	<b>4-18 THRU 5-26</b>
8th Grade	84.69	93.38
7th Grade	78.08	93.67
6th Grade	80.28	94.82

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

<b>Total Absences:</b>	<b>-</b>
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<b>Daily ADA</b>	<b>% of Attendance</b>
<b>-</b>	<b>-</b>

<b>6TH SW ADA</b>	<b>% of Attendance</b>
<b>-</b>	<b>-</b>

<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>-</b>	<b>-</b>

**6th SW ADA Percentage Breakdown**

<b>JJAEP</b>	<b>5-26 Only</b>	<b>4-18 THRU 5-26</b>
12th Grade		
11th Grade		
10th Grade		
9th Grade		
8th Grade		
7th Grade		
6th Grade		
5th Grade		

<b>RED OAK ELEMENTARY - 101</b>					
	EOY	EOY	EOY	EOY	
	CY	2020-21	2019-20	2018-19	2017-18
5th Grade	113	107	98	113	113
4th Grade	75	108	116	100	106
3rd Grade	97	73	103	101	91
2nd Grade	68	95	78	94	101
1st Grade	95	72	94	81	90
Kinder	62	85	72	79	71
Pre-K	38	19	46	36	34
EE	22	24	15	15	14
<b>Total Enrollment</b>	<b>570</b>	<b>583</b>	<b>622</b>	<b>619</b>	<b>620</b>

<b>Total Absences:</b>	<b>48.5</b>
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<b>Daily ADA</b>	<b>% of Attendance</b>
<b>499.00</b>	<b>91.14</b>
<b>6TH SW ADA</b>	<b>% of Attendance</b>
<b>517.85</b>	<b>94.70</b>
<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>500.96</b>	<b>93.40</b>

<b>6th SW ADA Percentage Breakdown</b>		
ROE	5-26 Only	4-18 THRU 5-26
5th Grade	99.12	96.39
4th Grade	90.67	95.91
3rd Grade	89.69	96.16
2nd Grade	95.59	94.81
1st Grade	85.26	91.11
Kinder	85.25	93.65
Pre-K	78.95	92.00
EE	97.44	95.84

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

<b>Total Absences:</b>	<b>50</b>
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<b>Daily ADA</b>	<b>% of Attendance</b>
<b>445.00</b>	<b>89.90</b>
<b>6TH SW ADA</b>	<b>% of Attendance</b>
<b>472.04</b>	<b>95.53</b>
<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>457.90</b>	<b>94.02</b>

<b>6th SW ADA Percentage Breakdown</b>		
HAW	5-26 Only	4-18 THRU 5-26
5th Grade	88.54	96.05
4th Grade	93.10	96.67
3rd Grade	86.49	95.39
2nd Grade	91.95	95.75
1st Grade	88.33	94.48
Kinder	88.89	94.30
Pre-K	94.74	95.10
EE	0.00	0.00

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

<b>Total Absences:</b>	<b>64.5</b>
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<b>Daily ADA</b>	<b>% of Attendance</b>
<b>400.00</b>	<b>86.11</b>
<b>6TH SW ADA</b>	<b>% of Attendance</b>
<b>447.98</b>	<b>96.07</b>
<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>436.39</b>	<b>93.91</b>

<b>6th SW ADA Percentage Breakdown</b>		
EES	5-26 Only	4-18 THRU 5-26
5th Grade	94.20	96.07
4th Grade	89.33	97.09
3rd Grade	79.78	95.89
2nd Grade	92.54	97.07
1st Grade	76.74	94.82
Kinder	89.71	96.04
Pre-K	76.19	94.42
EE	0.00	0.00

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

Total Absences:	128.5
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Daily ADA	% of Attendance
413.50	76.38
6TH SW ADA	% of Attendance
508.56	93.94
Yearly ADA	% of Attendance
499.07	93.32

6th SW ADA Percentage Breakdown		
DTS	5-26 Only	4-18 THRU 5-26
5th Grade	85.00	94.32
4th Grade	75.70	93.92
3rd Grade	72.60	95.75
2nd Grade	66.23	94.74
1st Grade	87.34	93.55
Kinder	70.51	93.15
Pre-K	60.00	88.37
EE	90.48	90.48

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

Total Absences:	54.5
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Daily ADA	% of Attendance
575.50	91.35
6TH SW ADA	% of Attendance
599.21	95.09
Yearly ADA	% of Attendance
562.88	92.62

6th SW ADA Percentage Breakdown		
RPS	5-26 Only	4-18 THRU 5-26
5th Grade	100.00	96.48
4th Grade	88.78	95.82
3rd Grade	86.73	96.14
2nd Grade	90.43	94.51
1st Grade	90.83	93.88
Kinder	93.27	94.30
Pre-K	75.00	91.76
EE	0.00	0.00



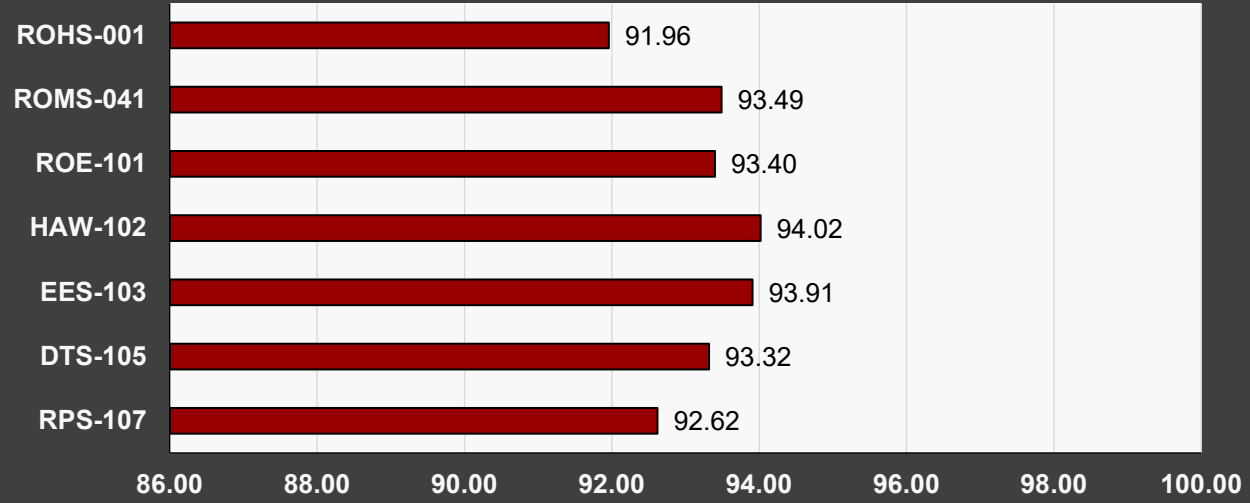
ROISD Enrollment/Grade Level		EOY	EOY	EOY	EOY
	CY	2020-21	2019-20	2018-19	2017-18
12th Grade	480	423	468	444	455
11th Grade	512	477	432	458	439
10th Grade	469	529	511	438	458
9th Grade	558	475	540	511	456
8th Grade	588	498	470	503	478
7th Grade	512	544	514	447	480
6th Grade	492	486	529	487	433
5th Grade	487	458	461	490	474
4th Grade	442	421	454	428	471
3rd Grade	432	391	408	435	409
2nd Grade	393	409	393	392	412
1st Grade	429	381	392	389	379
Kinder	384	361	380	335	345
Pre-K	167	98	135	115	107
EE	51	52	31	36	37
<b>Total Enrollment</b>	<b>6396</b>	<b>6003</b>	<b>6118</b>	<b>5908</b>	<b>5833</b>

Total Absences:	885.5
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Daily ADA	% of Attendance
4911.00	84.73
6TH SW ADA	% of Attendance
5866.65	93.70
Yearly ADA	% of Attendance
5782.50	92.96

ROISD Campus YRLY SUM					
	CY	EOY	EOY	EOY	EOY
		2020-21	2019-20	2018-19	2017-18
ROHS-001	2019	1904	1951	1851	1808
ROMS-041	1592	1528	1513	1437	1391
ROE-101	570	583	622	619	620
HAW-102	515	487	578	586	557
EES-103	479	442	444	446	463
DTS-105	571	510	569	573	571
RPS-107	650	549	441	396	423
<b>Total Enrollment</b>	<b>6396</b>	<b>6003</b>	<b>6118</b>	<b>5908</b>	<b>5833</b>

### CAMPUS ADA PERCENTAGE - YTD



YEAR TO DATE	
ROHS-001	91.96
ROMS-041	93.49
ROE-101	93.40
HAW-102	94.02
EES-103	93.91
DTS-105	93.32
RPS-107	92.62



# Monthly Financial Report

June 2022

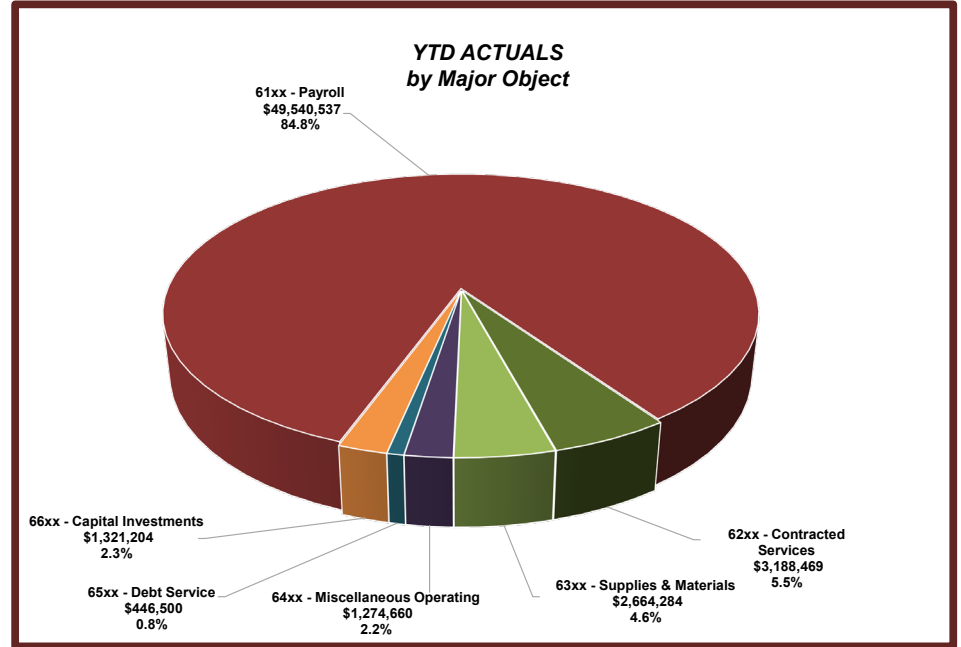
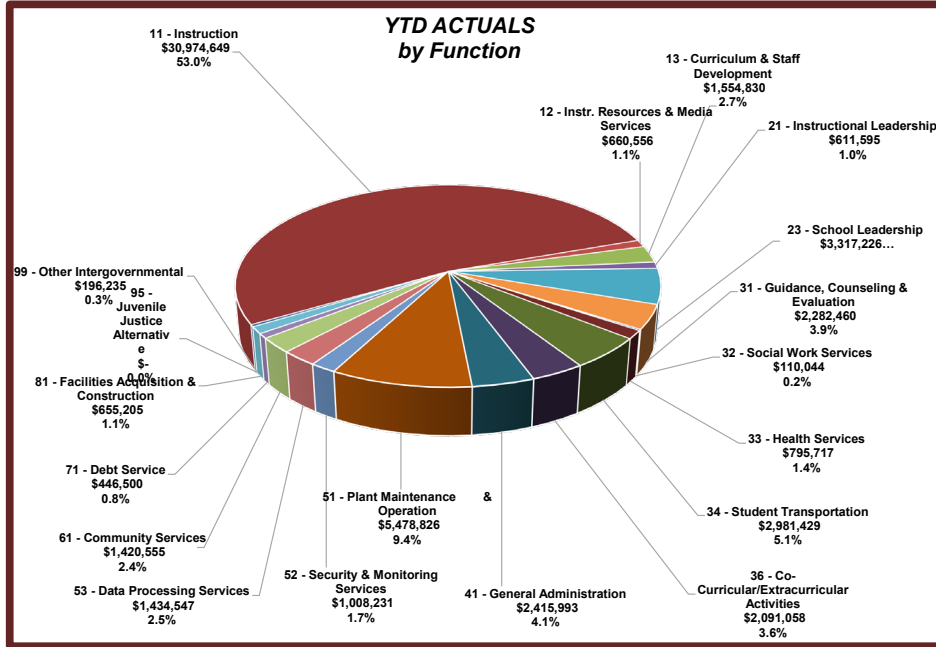
**Red Oak ISD - General Fund**  
**Revenue/Expenditure Detail**  
**As of May 31, 2022**

	Amended Budget	2021-2022 YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget	2020-2021 YTD Actuals	YTD Actuals Variance
<b>Revenues</b>							
57xx Local	\$ 26,633,168	\$ 26,642,470	\$ -	\$ (9,302)	100.03%	\$ 23,559,064	\$ 3,083,406
58xx State	36,972,775	25,070,331		11,902,444	67.81%	23,847,545	1,222,786
59xx Federal	950,000	769,471		180,529	81.00%	810,830	(41,359)
<b>TOTAL</b>	<b>\$ 64,555,943</b>	<b>\$ 52,482,273</b>	<b>\$ -</b>	<b>\$ 12,073,670</b>	<b>81%</b>	<b>\$ 48,217,440</b>	<b>\$ 4,264,833</b>
<b>Expenditures</b>							
11 Instruction	\$ 32,553,384	\$ 30,974,649	\$ 360,882	\$ 1,217,854	96.26%	\$ 29,025,269	\$ 1,949,380
12 Instr. Resources & Media Services	949,806	660,556	16,708	272,542	71.31%	710,556	(49,999)
13 Curriculum & Staff Development	1,679,306	1,554,830	53,870	70,607	95.80%	1,479,796	75,033
21 Instructional Leadership	749,074	611,595	3,901	133,578	82.17%	676,212	(64,618)
23 School Leadership	3,842,691	3,317,226	5,403	520,062	86.47%	3,103,691	213,535
31 Guidance, Counseling & Evaluation	2,642,887	2,282,460	71,984	288,443	89.09%	2,324,693	(42,233)
32 Social Work Services	121,483	110,044	-	11,439	90.58%	104,169	5,875
33 Health Services	803,254	795,717	-	7,537	99.06%	712,598	83,119
34 Student Transportation	3,262,420	2,981,429	77,882	203,108	93.77%	2,746,794	234,635
36 Co-Curricular/Extracurricular Activities	2,418,606	2,091,058	79,629	247,920	89.75%	2,105,807	(14,750)
41 General Administration	2,765,020	2,415,993	63,869	285,159	89.69%	2,239,920	176,072
51 Plant Maintenance & Operation	7,196,881	5,478,826	487,509	1,230,546	82.90%	5,164,436	314,390
52 Security & Monitoring Services	1,070,391	1,008,231	16,901	45,259	95.77%	879,031	129,200
53 Data Processing Services	1,640,749	1,434,547	30,140	176,063	89.27%	2,155,226	(720,679)
61 Community Services	1,992,670	1,420,555	14,185	557,930	72.00%	1,413,427	7,128
71 Debt Service	475,000	446,500	-	28,500	94.00%	449,493	(2,993)
81 Facilities Acquisition & Construction	113,321	655,205	4,500	(546,384)	582.16%	144,699	510,506
95 Juvenile Justice Alternative	49,000	-	-	49,000	0.00%	-	-
99 Other Intergovernmental	230,000	196,235	32,944	821	99.64%	166,479	29,756
<b>TOTAL</b>	<b>\$ 64,555,943</b>	<b>\$ 58,435,655</b>	<b>\$ 1,320,305</b>	<b>\$ 4,799,983</b>	<b>93%</b>	<b>\$ 55,602,297</b>	<b>\$ 2,833,358</b>
<b>Other Resources/(Uses)</b>							
Sale of Property	\$ 0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
	\$ 0	\$ -	\$ -	\$ 0	0%	\$ -	\$ -
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 0</b>	<b>\$ (5,953,382)</b>	<b>\$ (1,320,305)</b>	<b>\$ 7,273,687</b>		<b>\$ (7,384,857)</b>	<b>\$ 1,431,475</b>

\*The District reports on the modified accrual basis.

\*\*State Revenue includes an estimated total of \$9,670,230 for the July, August and end of year payment.

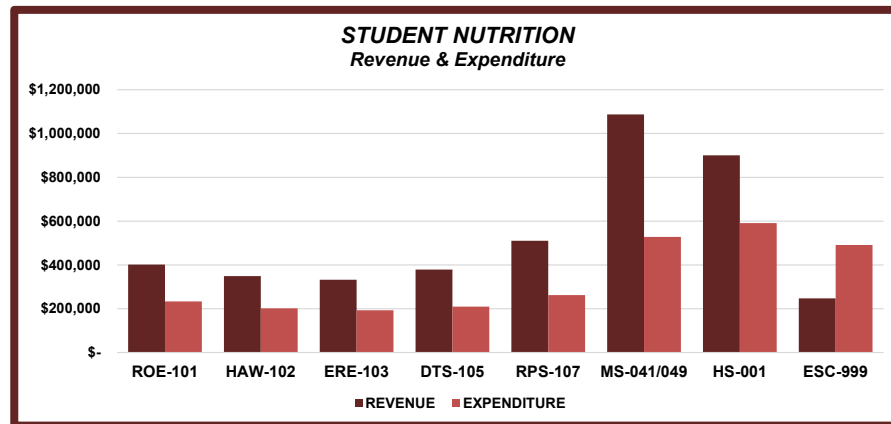
**Red Oak ISD - General Fund**  
**Revenue / Expenditure Detail**  
**As of May 31, 2022**



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

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041	HS-001	ESC-999	TOTAL
<b>Average Daily Participation (ADP):</b>									
<b>Breakfast</b>	175	133	154	197	280	447	168	0	1,554
<b>Lunch</b>	429	379	358	372	525	1114	902	0	4,079
<b>Afterschool</b>	19	11	22	23	17	0	0	0	92

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041/049	HS-001	ESC-999	TOTAL	ORIGINAL BUDGET	% EXP TO BUDGET
57xx Local Revenue	\$ 25,017	\$ 26,049	\$ 19,271	\$ 24,452	\$ 39,331	\$ 78,202	\$ 157,241	\$ 52,990	\$ 422,553	\$ 848,500	50%
58xx State Matching	-	-	-	-	-	-	-	105,500	\$ 105,500	80,000	132%
5921 Federal - Breakfast	72,797	49,997	62,599	79,403	106,740	168,462	59,382	-	\$ 599,380	260,000	231%
5922 Federal - Lunch	303,458	272,952	250,066	275,047	363,914	840,232	684,037	-	\$ 2,989,707	1,330,205	225%
5923 USDA Commodities	-	-	-	-	-	-	-	-	\$ -	120,000	0%
5949 Other Revenue <sup>1</sup>								88,416	\$ 88,416		
<b>TOTAL REVENUE</b>	<b>\$ 401,273</b>	<b>\$ 348,998</b>	<b>\$ 331,936</b>	<b>\$ 378,902</b>	<b>\$ 509,985</b>	<b>\$ 1,086,896</b>	<b>\$ 900,660</b>	<b>\$ 246,906</b>	<b>\$ 4,205,556</b>	<b>\$ 2,638,705</b>	<b>159%</b>
61xx Payroll	\$ 103,011	\$ 81,061	\$ 78,801	\$ 87,062	\$ 99,347	\$ 182,018	\$ 284,942	\$ 359,915	\$ 1,276,157	\$ 1,476,355	86%
62xx Contracted Services	2,654	2,177	1,812	2,369	3,641	3,040	9,454	10,427	\$ 35,573	41,793	85%
63xx Supplies	127,983	118,627	112,509	120,237	159,308	336,743	288,622	114,073	\$ 1,378,102	1,102,992	125%
64xx Travel / Miscellaneous	-	-	-	-	-	-	-	6,380	\$ 6,380	11,065	58%
66xx Capital Outlay	-	-	-	-	-	6,469	8,277	-	\$ 14,745	6,500	227%
<b>TOTAL EXPENDITURES</b>	<b>\$ 233,648</b>	<b>\$ 201,865</b>	<b>\$ 193,122</b>	<b>\$ 209,668</b>	<b>\$ 262,296</b>	<b>\$ 528,270</b>	<b>\$ 591,295</b>	<b>\$ 490,794</b>	<b>\$ 2,710,958</b>	<b>\$ 2,638,705</b>	<b>103%</b>
<b>Other Sources (Uses)</b>											
Operating Transfers In											
Revenue Over (Under) Expenditures	\$ 167,624	\$ 147,133	\$ 138,814	\$ 169,234	\$ 247,689	\$ 558,627	\$ 309,365	\$ (243,888)	\$ 1,494,599	\$ -	



\*The District reports on the modified accrual basis.

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

	Original Budget	YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget
<b>Revenues</b>					
57xx Local	\$ 9,426,870	\$ 9,661,236	\$ -	\$ (234,366)	102.49%
58xx State	239,183	205,625	-	33,558	85.97%
<b>TOTAL</b>	<b>\$ 9,666,053</b>	<b>\$ 9,866,861</b>	<b>\$ -</b>	<b>\$ (200,808)</b>	<b>102.08%</b>
<b>Expenditures</b>					
71 Debt Service	\$ 10,592,054	10,396,104	\$ -	\$ 195,950	98.15%
<b>TOTAL</b>	<b>\$ 10,592,054</b>	<b>\$ 10,396,104</b>	<b>\$ -</b>	<b>\$ 195,950</b>	<b>98.15%</b>
<b>Other Resources/(Uses)</b>					
Issuance of Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
Premium/Discount	-	-	-	-	0.00%
Escrow	-	-	-	-	0.00%
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
Revenue Over (Under) Expenditures	<b>\$ (926,001)</b>	<b>\$ (529,243)</b>	<b>\$ -</b>	<b>\$ (396,758)</b>	

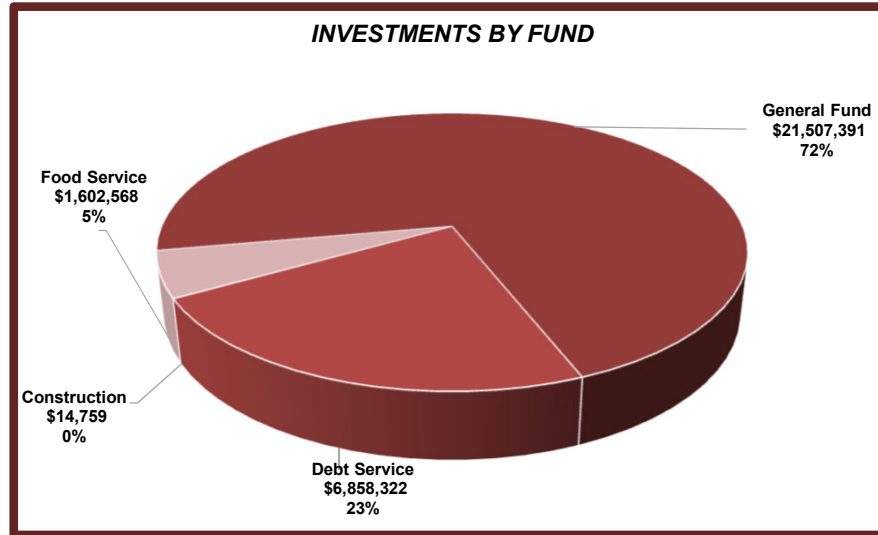
**Red Oak Independent School District**  
**Investment Summary Report**  
**As of May 31, 2022**

INVESTMENT POOL ACCOUNTS	BEGINNING BALANCE 05/01/2022	DEPOSITS	WITHDRAWALS	INTEREST FOR MONTH	ENDING BALANCE 05/31/2022	INTEREST RATE	INTEREST YEAR TO DATE
<b><u>TEXSTAR</u></b>							
General Fund	\$ 9,734.32	\$ -	\$ -	5.32	\$ 9,739.64	0.6459%	\$ 9.16
<b><u>TEXPOOL</u></b>							
General Fund	2,463.55	-	-	-	2,463.55	0.7023%	0.80
Money Market	1,421.19	-	-	-	1,421.19	0.7023%	0.45
<b><u>FIRST PUBLIC-GOV.OVERNIGHT</u></b>							
General Fund	24,921,451.49	6,876,126.43	10,315,074.07	11,263.03	21,493,766.88	0.5762%	20,347.96
Debt Service	6,803,431.29	51,546.59	-	3,344.01	6,858,321.89	0.5762%	5,627.42
Construction	14,721.32	-	-	37.20	14,758.52	0.5762%	42.27
Food Service	1,371,778.39	1,470,074.07	1,240,049.38	765.05	1,602,568.13	0.5762%	1,164.09
<b>TOTAL INVESTMENT POOLS</b>	<b>\$ 33,125,002</b>	<b>\$ 8,397,747</b>	<b>\$ 11,555,123</b>	<b>\$ 15,415</b>	<b>\$ 29,983,040</b>		<b>27,192.15</b>

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

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

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



## RED OAK ISD-TAX COLLECTIONS

### *Monthly Tax Collections*

*As of May 31, 2022*

#### GENERAL FUND

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	125,315	24,964,597	24,349,720	102.53%
DELINQUENT TAX COLLECTED	24,315	283,340	200,000	141.67%
PENALTIES AND INTEREST COLLECTED	18,039	176,263	150,000	117.51%
<b>TOTAL FUNDS COLLECTED</b>	<b>167,669</b>	<b>25,424,199</b>	<b>24,699,720</b>	<b>102.93%</b>

#### DEBT SERVICE

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	47,670	9,494,811	9,286,870	102.24%
DELINQUENT TAX COLLECTED	8,517	97,167	50,000	194.33%
PENALTIES AND INTEREST COLLECTED	6,734	63,623	30,000	212.08%
<b>TOTAL FUNDS COLLECTED</b>	<b>62,921</b>	<b>9,655,601</b>	<b>9,366,870</b>	<b>103.08%</b>

<b>TOTAL TAX COLLECTIONS</b>	<b>230,590</b>	<b>35,079,801</b>	<b>34,066,590</b>	<b>102.97%</b>
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# Questions



**Bill Johnston**

**Chief Financial Officer**

**972-617-4005**

**[bill.johnston@redoakisd.org](mailto:bill.johnston@redoakisd.org)**



**MONTHLY BOARD REPORT**  
**FINE ARTS**

**Date: June 2022**

**Red Oak High School**

**Band:**

- Held 1<sup>st</sup> week of Band Camp
- Two ensembles received 1<sup>st</sup> Divisions and three solos received 1<sup>st</sup> Divisions at the State Solo and Ensemble Contest.

**Choir:**

- Choir members performed at graduation.

**Theatre:**

- Red Oak Hawk Theatre participated in UIL One Act Play Region contest and placed 4<sup>th</sup> overall and Alternate to Region. They also received individual awards for Best Performer, Honorable Mention All Star Cas and All-Star Tech.
- JV Hawk Theatre finished off their season with “Night of One Act Plays”.

**Art:**

- Art students participated in their final competition and received many awards.

**Drill Team:**

- Students participated in camp to prepare for the next school year.

**Cheer:**

- Students participated in camp to prepare for the next school year.
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## RED OAK INDEPENDENT SCHOOL DISTRICT

### 2022-2023 ANNUAL REPORT OF PARTICIPATION/MANAGEMENT FEES COOPERATIVE/INTERLOCAL PURCHASING CONTRACTS

Name of Purchasing Cooperative	Participation/Management Fee	2021-2022 Total Fees
1 Government Procurement Alliance (1GPA)	No Fee	\$ -
Department of Information Resources (DIR)	No Fee	\$ -
Educational Purchasing Cooperative of North Texas (EPCNT)	Annual Fee	\$ 100.00
Ellis County Interlocal Agreement	No Fee	\$ -
Equalis Group	No Fee	\$ -
Harris County Education District (HCDE-Choice Partners)	No Fee	\$ -
Multi Regional Purchasing Cooperative (MRPC)	No Fee	\$ -
National Cooperative Purchasing Alliance (NCPA)	No Fee	\$ -
OMNIA Partners	No Fee	\$ -
Purchasing Association of Cooperative Entities (PACE)	No Fee	\$ -
Region 2 Education Service Center (Goodbuy Purchasing Cooperative)	No Fee	\$ -
Region 4 Education Service Center	No Fee	\$ -
Region 10 Education Service Center	No Fee	\$ -
Region 8 Education Service Center (TIPS)	No Fee	\$ -
Region 16 Education Service Center (TexBuy Purchasing Cooperative)	No Fee	\$ -
Region 19 Education Service Center (Allied States)	No Fee	\$ -
Sourcwell	No Fee	\$ -
State of Texas Co-op Purchasing Program (TX Smart Buy)	Annual Fee	\$ 100
TASB BuyBoard	No Fee	\$ -
	<b>TOTAL:</b>	<b>\$ 200</b>