

**AGENDA OF RED OAK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING
Monday, July 15, 2024**

Notice is hereby given that a Regular Meeting of the Board of Trustees of the Red Oak Independent School District will be held on Monday, July 15, 2024 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. SUPERINTENDENT'S REPORT
 - A. Construction Update
Kevin Freels, Assistant Superintendent of District Operations
5. OPEN FORUM 3
6. ACTION ITEMS
 - A. Consent Agenda
 1. Minutes from School Board Special Meeting on June 17, 2024 5
 2. Minutes from School Board Regular Meeting on June 17, 2024 8
 3. Payment of Current Bills Over \$50,000 13
 4. Adjunct Faculty Agreement and Resolution Regarding
Extracurricular Status of 4-H Organization 16
 - B. Consideration and Approval of Official Delegate and Alternate
Delegate Designation for TASB Delegate Assembly
Melanie Petersen, Board President 22
 - C. Consideration and Approval of the Purchase of Canvas 23
Laura Kelly, Director of Instructional Technology and Josh Crutchfield, Director of
Information Technology
 - D. Consideration and Approval of Shared Service Agreement with the 27
Mesquite Regional Day School Program for the Deaf
Shana Owen, Executive Director of Specialized Learning
 - E. Consideration and Approval of MSB School Services Agreement 39
Shana Owen, Executive Director of Specialized Learning
7. CLOSED SESSION
 - A. Texas Government Code 551.071 - For the purpose of a private consultation with
the Board's attorney on any and all subjects or matters authorized by law.
 - B. Texas Government Code 551.072 - For the purpose of discussing the purchase,
exchange, lease or value of real property.
 - C. Texas Government Code 551.073 - For the purpose of considering a negotiated
contract for a prospective gift or donation.
 - D. Texas Government Code 551.074 - For the purpose of considering the appointment,
employment, evaluation, reassignment, duties, discipline or dismissal of a public
officer or employee; or to hear a complaint or charge against an officer or employee.
 1. Personnel Matters
 - E. Texas Government Code 551.076 - To consider the deployment, or specific
occasions for implementation, of security personnel or devices.

- F. Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
 - G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
 - H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
 - I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
 - J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.
- 8. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION
 - 9. 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 July 12, 2024 at 4:30 p.m.

Brenda Sanford, Superintendent
(For the Board of Trustees)

AUDIENCE PARTICIPATION SIGN-UP SHEET

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

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

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

Name (please print) _____

Address _____

ROISD Campus Your Child(ren) attends _____

School District of Residence _____ Telephone _____

Topic/ Agenda Item _____

Limit on Participation

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment

Regular Meetings

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

Special Meetings

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

Procedures

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board.

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed two minutes per meeting.

Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

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

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

**MINUTES OF THE
RED OAK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES SPECIAL MEETING
Monday, June 17, 2024**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Monday, June 17, 2024, beginning at 6:30 PM at the Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

The Special Meeting of the School Board was called to order by Melanie Petersen, President of the School Board, at 6:30 p.m.

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

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

The following Board members were absent: John Anderson and Sean Kelly.

2. INVOCATION

Mr. Knight led the invocation

3. PLEDGES OF ALLEGIANCE

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

4. PUBLIC HEARING - DISCUSSION OF BUDGET AND PROPOSED TAX RATE FOR FISCAL YEAR 2024-2025

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

Dr. Johnston conducted the Public Hearing regarding the 2024-2025 Budget and Proposed Tax Rate. The presentation included a PowerPoint which highlighted 2024-2025 Budget Development; 2024-2025 Budget for Adoption; Discussion on Property Values; and the Next Steps. Topics were: 2024-2025 Budget Development; Budget Overview; General Fund Budget Overview; General Fund Revenues and Expenditures; Fund Balance; Where Your Dollar Goes; Student Nutrition Fund; Debt Service Fund; Budget Data; Basic Allotment; Student Enrollment; Average Daily Attendance; Weighted Average Daily Attendance; Revenue Per WADA; Property Taxable Values; Estimated Tax Revenue; Tax Collection History;

Tax Rate History; Principal Taxpayers; Impact of Property Values; and Next Steps. There were no questions from the Board or the audience.

5. OPEN FORUM

No one spoke in Open Forum.

6. CLOSED SESSION

The Board did not convene into Closed Session.

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

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

The Board did not convene into Closed Session.

8. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 6:56 p.m.

Melanie Petersen, Board President

Michelle Porter, Board Secretary

**MINUTES OF THE
RED OAK INDEPENDENT SCHOOL DISTRICT
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1. CALL TO ORDER / ESTABLISH QUORUM

The Regular Meeting of the School Board was called to order by Melanie Petersen, President of the School Board, at 7:01 p.m.

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

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

The following Board members were absent: John Anderson and Sean Kelly.

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. 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 Mr. Zach Sandri, teacher at Red Oak High School, as the Hawk Staff Spotlight winner.

- C. Student Perfect Attendance
Brenda Sanford, Superintendent

The Board and Ms. Sanford recognized students who had perfect attendance for the 2023-2024 school year.

5. SUPERINTENDENT'S REPORT

- A. Construction Update
Kevin Freels, Assistant Superintendent of District Operations

Mr. Freels gave the Board an update on the new middle school construction progress.

- B. District Update
Brenda Sanford, Superintendent

Ms. Sanford recognized Dr. Johnston and the Business Office for receiving the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

Ms. Victoria Ybarra, Director of Student Nutrition, informed the Board about the Community Eligibility Provision Program that Red Oak ISD will be participating in beginning with the 2024-2025 school year. This program allows students to eat breakfast and lunch at school at no charge.

6. OPEN FORUM

The following individual spoke in Open Forum – James Giddens in regards to the volleyball program.

7. ACTION ITEMS

- A. Consent Agenda
 1. Minutes from School Board Special Meeting on May 13, 2024
 2. Minutes from School Board Regular Meeting on May 13, 2024
 3. Payment of Current Bills Over \$50,000
 4. Budget Amendments 2023-2024
 5. Designation of Non-Business Days for Purposes of Texas Public Information Act
 6. Prosperity Bank Account Information Update
 7. Purchase of Cafeteria Equipment
 8. Renewal of Student / Athletic Accident Insurance
 9. RFP #2022-11-01-A - ROISD - Food, Catering, and Related Services

The Prosperity Bank Account Information will be updated to remove former Board President John Anderson and add current Board President Melanie Petersen. This change is due to the election of new school board officers.

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

- B. Consideration and Approval of District Property and Casualty Quotes for Insurance Renewal
Julie Phillips, Director of Purchasing

Ms. Knight made a motion to approve the renewal and purchase of the District Property and Casualty Insurance as presented. Mr. Sebring seconded the motion. The motion passed 5 – 0.

- C. Consideration and Approval of 2024-2025 Fiscal Year Budget
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer

Mr. Sebring made a motion to approve and adopt the 2024-2025 fiscal year revenues and appropriations for the General Operating Fund, Student Nutrition Fund and Debt Service Fund as presented and also designates 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. Mr. Knight seconded the motion. The motion passed 5 – 0.

- D. Consideration and Approval of 2024-2025 Accelerated Instruction Budget
Dr. Bill Johnston, CPA, Assistant Superintendent of Business Services / Chief Financial Officer

Mr. Sebring made a motion to approve the 2024-2025 compensatory education budget as presented with the understanding that additional accelerated instruction has been sufficiently funded. Ms. Porter seconded the motion. The motion passed 5 – 0.

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

Mr. Sebring made a motion to approve the ROISD Education Foundation and Red Oak ISD Memorandum of Understanding as presented for the 2024-2025 school year. Ms. Knight seconded the motion. The motion passed 5 – 0.

- F. Consideration and Approval of Purchase of Edgenuity Program for Red Oak Middle School and Red Oak High School Credit Recovery
Lynn Dockery, Director of Curriculum and Instruction

Mr. Knight made a motion to approve the renewal of the Edgenuity Program through Imagine Learning as presented. Mr. Sebring seconded the motion. The motion passed 5 – 0.

- G. Consideration and Approval of the Purchase of Box Truck from the 2023-2024 Budget
Victoria Ybarra, Director of Student Nutrition

Mr. Knight made a motion to approve the purchase of a 2025 Kenworth T280 26' Box Truck with Lift Gate as presented, from MHC Kenworth-South Dallas using Buy Board contract 723-23. Ms. Porter seconded the motion. The motion passed 5 – 0.

- H. Consideration and Approval of Purchase of Cargo Vans from the 2023-2024 Budget
Brent Stanford, Executive Director of Support Services

Mr. Sebring made a motion to approve the purchase of two (2) Chevrolet Express Cargo vans from Gunn Chevrolet for a total of \$80,555. Ms. Knight seconded the motion. The motion passed 5 -0.

8. INFORMATION ITEMS

- A. Finance Report
- B. Purchasing Cooperatives - Annual Report

9. CLOSED SESSION

The Board convened into Closed Session at 8:05 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.
 - 1. Consideration to authorize the superintendent to enter into any necessary legal action, agreements, processes, or procedures as discussed in closed session in regard to current and/or continuation and/or additional actions regarding the A-F accountability system and or related systems.
- B. Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.
- C. Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.
- D. Texas Government Code 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
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- E. Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.
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- G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
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consultation agreements provided for by Section 13.901 of the Texas Education Code.

- I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
- J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.

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

The Board reconvened back into Open Session at 9:14 p.m. Mr. Sebring made a motion to authorize the superintendent to enter into any necessary legal action, agreements, processes, or procedures as discussed in closed session in regard to current and/or continuation and/or additional actions regarding the A-F accountability system and or related systems. Ms. Knight seconded the motion. The motion passed 5 – 0.

11. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 9:15 p.m.

Melanie Petersen, Board President

Michelle Porter, Board Secretary

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
227604	CEV MULTIMEDIA, LTD.	327,591.00	410 E 11 6398 25 999 0 11 MTL
		327,591.00	Totals for 227604
227612	DELCOM GROUP LP	132,280.10	282 E 11 6396 00 999 1 11 000
		132,280.10	Totals for 227612
227642	MCGRAW-HILL SCHOOL E	4,831.59	410 E 11 6321 25 999 0 11 MTL
227642	MCGRAW-HILL SCHOOL E	82,102.86	410 E 11 6321 25 999 0 11 MTL
227642	MCGRAW-HILL SCHOOL E	16,797.60	410 E 11 6321 25 999 0 11 MTL
		103,732.05	Totals for 227642
227659	HOUGHTON MIFFLIN HAR	31,551.00	199 E 11 6398 00 001 0 11 000
227659	HOUGHTON MIFFLIN HAR	141,217.50	410 E 11 6321 25 999 0 11 MTL
227659	HOUGHTON MIFFLIN HAR	186,331.18	410 E 11 6321 25 999 0 11 MTL
		359,099.68	Totals for 227659
227689	TXU ENERGY	21,629.74	199 E 51 6259 02 001 0 99 000
227689	TXU ENERGY	16,791.06	199 E 51 6259 02 041 0 99 000
227689	TXU ENERGY	4,681.18	199 E 51 6259 02 101 0 99 000
227689	TXU ENERGY	4,384.45	199 E 51 6259 02 102 0 99 000
227689	TXU ENERGY	3,385.42	199 E 51 6259 02 103 0 99 000
227689	TXU ENERGY	5,866.44	199 E 51 6259 02 105 0 99 000
227689	TXU ENERGY	3,114.61	199 E 51 6259 02 999 0 99 000
227689	TXU ENERGY	10,279.42	198 E 51 6259 02 999 0 99 000
227689	TXU ENERGY	2,278.50	199 E 51 6259 02 870 0 99 000
227689	TXU ENERGY	853.30	199 E 51 6259 02 996 0 99 000
227689	TXU ENERGY	1,284.13	199 E 51 6259 02 995 0 99 000
227689	TXU ENERGY	596.45	199 E 51 6259 02 001 0 22 000
		75,144.70	Totals for 227689
		997,847.53	Totals for checks

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
18683	MHC KENWORTH SOUTH D	137,778.21	240 E 35 6631 00 999 0 99 000
		137,778.21	Totals for 18683

137,778.21 Totals for checks

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
12095	ENVIROMATIC SYSTEM O	302,586.15	699 E 51 6629 34 999 0 99 000
		302,586.15	Totals for 12095
12098	JOERIS GENERAL CONTR	981,639.75	650 E 81 6629 00 999 0 99 000
		981,639.75	Totals for 12098
		1,284,225.90	Totals for checks

Adjunct Faculty Agreement and Resolution Regarding Extracurricular Status of 4-H Organization

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Brenda Sanford, Superintendent

Background Information:

Each year the Ellis County 4-H requests that we approve their requested faculty as adjunct teachers in Red Oak ISD and that we sanction their activities as extracurricular. This allows students who are not old enough to be in our Agricultural program to participate in County shows through 4-H and have it count as an extracurricular activity. The 4-H organization is bound to our regulations for number of days missed.

Fiscal Implications:

None.

Administrative Recommendation:

The Administration recommends approval of the adjunct teachers and the sanction of Ellis County 4-H as an extracurricular activity. Please note the Adjunct Faculty Agreement and Resolution provided.

EXTRACURRICULAR STATUS REQUEST

Request for Extracurricular Status for 4-H

ELLIS COUNTY EXTENSION SERVICE

June 20, 2024

*Brenda Sanford
Red Oak ISD
109 Red Oak Rd.
Red Oak, TX 75154*

Dear Brenda Sanford,

On behalf of the 4-H members of Ellis County, I/we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Red Oak ISD. I/we further request that questions regarding this RESOLUTION be directed to me/us in a timely manner so that I/we may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,



Mark Arnold
County Extension Agent
Agriculture & Natural Resources



Sidney Atchley
County Extension Agent
4-H & Youth Development

Attachment: Resolution for Extracurricular Status of 4-H Organization

Texas A&M AgriLife Extension Office
701 S. I-35 E. | Waxahachie, Texas 75165
<http://texas4-h.tamu.edu> | Tel. 972-825-5175

ADJUNCT FACULTY REQUEST

Cover Letter requesting Adjunct Faculty Status

ELLIS COUNTY EXTENSION SERVICE

June 20, 2024

*Brenda Sanford
Red Oak ISD
109 Red Oak Rd.
Red Oak, TX 75154*

Dear Brenda Sanford,

On behalf of the Ellis County Extension Staff, I/we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Red Oak ISD.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered “in attendance” when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor’s degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Ellis County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period indicated on the agreement.

I hope Red Oak ISD will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information. Thank you and members of the Board of Trustees for your consideration of this request.



Mark Arnold

County Extension Agent
Agriculture & Natural Resources



Sidney Atchley

County Extension Agent
4-H & Youth Development

Attachment: Resolution for Extracurricular Status of 4-H Organization

Texas A&M AgriLife Extension Office
701 S. I-35 E. | Waxahachie, Texas 75165
<http://texas4-h.tamu.edu> | Tel. 972-825-5175

ADJUNCT FACULTY REQUEST

Adjunct Faculty Agreement

THE STATE OF TEXAS COUNTY OF ELLIS

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Red Oak ISD, hereinafter referred to as "District." A quorum having been established; the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Red Oak ISD.

Upon consideration and vote of _____ in favor, _____ is hereby named as adjunct faculty member(s) of the Red Oak ISD subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the ___ day of _____, 20___ and remain in effect until the day of _____, 20_____.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Mark Arnold	County Extension Agent – A&NR	MS – Science Teaching	Tarleton State University	1988
Sidney Atchley	County Extension Agent – 4-H	MS - Agriculture & Consumer Resources	Tarleton State University	2021

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Red Oak ISD.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of the District Extension Administrator of District 8, Dr. Donald Kelm.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. The District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct, or control the activities and/or participation of such Ellis County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension

Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Ellis County Extension Agent(s), Mark Arnold and Sidney Atchley are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Red Oak ISD or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 20__.

Red Oak ISD

By: _____

EXTRACURRICULAR STATUS REQUEST

Resolution requesting Extracurricular Status for 4-H

RESOLUTION**EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Red Oak ISD

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the

Ellis County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension will request academic eligibility for all 4-H competitive activities, regardless if a school absence is or is not required, and for non-competitive purposes when an absence is required.

Approved this _____ day of _____, 20_____.

Board of Trustee

Superintendent

Official Delegate and Alternate Delegate Designation for TASB Delegate Assembly

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Melanie Petersen, Board President

Background Information:

Each year the Board of Trustees selects the Board Members to represent Red Oak ISD as a delegate and an alternate during the TASA/TASB Convention, which will be held September 27 through September 29 in San Antonio.

Fiscal Implications:

N/A.

Administrative Recommendation:

Consensus of the Board in the selection of a delegate and an alternate for the Convention.

Purchase of Canvas

Presented for:

Board Action X Report/Review Only _____

Supporting documents:

None _____ Attached X Provided Later _____

Contact Person:

Laura Kelly, Director of Instructional Technology
Joshua Crutchfield, Director of Information Technology

Background Information:

ROISD adopted Canvas in 2018 as the district Learning Management System (LMS). This platform provides opportunities for staff and students to have a blended learning environment incorporating online resources and lessons with face-to-face instruction. Many of our current approved resources integrate in Canvas to create a seamless learning environment when navigating between products.

Proposals were received from:

Instructure
CDW

Fiscal Implications:

Proposals were received and reviewed by a committee of 2 for the LMS platform. A quote from Instructure is attached for \$54,205.60. With features of Canvas and the amount of training it will require to move to a new LMS, Canvas by Instructure is the best solution for the District and is Administration’s recommended vendor for this purchase.

\$54,205.60 (2024-2025 Curriculum Budget)

Administrative Recommendation:

Administration recommends that the Board approve the purchase of Canvas as presented using OMNIA contract R150703.



Services Order Form

Order #: Q-339192-5
 Date: 2024-07-09
 Offer Valid Through: 2024-07-19

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Red Oak ISD

Address: P O BOX 9000
 City: RED OAK
 State/Province: Texas
 Zip/Postal Code: 75154
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Tiffany Horn
 Email: tiffany.horn@redoakisd.org
 Phone: 972-617-2941 x4155

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2024-07-01	2025-06-30	User	6,200	USD 7.96	USD 49,352.00
Training Portal Standard - Core + Advanced On-Demand Content	2024-07-01	2025-06-30	Per Event	6,200	USD 4,853.60	USD 4,853.60
Recurring Sub-Total						USD 54,205.60
Year 1 Total						USD 54,205.60
Grand Total:						USD 54,205.60

Deliverable	Description	Expiration	Qty
Canvas Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	6,200

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Professional Services	Description	Expiration	Qty
Training Portal Standard - Core + Advanced On-Demand Content	Unlimited access to core and advanced on-demand training content for teachers and admins through the Training Portal.		6,200

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

Portfolio: <https://portfolio.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/mastertermsconditions>.

Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Auto Renewal Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 6% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: _____	

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Red Oak ISD

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Mesquite Regional Day School for the Deaf Shared Services Agreement

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Shana Owen, Executive Director of Specialized Learning

Background Information:

Red Oak ISD participates in a Shared Service Agreement with the Mesquite Regional Day School for the Deaf. The documents attached include:

- The Shared Services Agreement
- Signature page

In the event a Red Oak ISD student with an auditory impairment would require services beyond what we could provide in the District, this agreement would allow us the opportunity to pay for those services through their program. The contract has already been approved by Mesquite Independent School District’s Board of Trustees.

Fiscal Implications:

The District placed one student in the RDSPD for the 2023-2024 school year. This student will continue the program for the 2024-2025 school year. The tuition/services cost is approximately \$20,000.

Administrative Recommendation:

Administration recommends that Red Oak ISD enter into the Shared Services Agreement (SSA) for the Mesquite Regional Day School Program for the Deaf between the Mesquite Independent School District and the other member districts.



MESQUITE INDEPENDENT SCHOOL DISTRICT

3819 Towne Crossing Boulevard, Mesquite, TX 75150

Division of Federal and State Education Policy
Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701-1494

To Whom It May Concern:

I have reviewed the contents of the RDSPD SSA contract of the Mesquite Regional Day School Program for the Deaf comprised of the following local educational agencies (LEAs):

Mesquite Independent School District
Crandall Independent School District
Garland Independent School District
Forney Independent School District
Kaufman Independent School District
Red Oak Independent School District
Rockwall Independent School District
Royse City Independent School District
Sunnyvale Independent School District
Terrell Independent School District
Wills Point Independent School District
Wylie Independent School District
ILTexas Garland School

I certify that this contract meets the requirements set forth in the Division of Federal and State Education Policy, Texas Education Agency Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) Procedures. I also certify that any additional provisions contained in the contract in no way conflict with the above referenced procedures or with any applicable federal and state legal requirements.

Sincerely,

Gary Allmon Grimes
Attorney

Mesquite Regional Day School Program for the Deaf Shared Service Agreement

Mesquite Independent School District
Crandall Independent School District
Garland Independent School District
Forney Independent School District
Kaufman Independent School District
Red Oak Independent School District
Rockwall Independent School District
Royse City Independent School District
Sunnyvale Independent School District
Terrell Independent School District
Wills Point Independent School District
ILTexas Garland School

("member districts"), hereby agree to cooperatively operate their special education programs under the authority of Texas Education Code Chapter 20 and the Texas Government Code Section 791.001 et. seq., as the MESQUITE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("Mesquite RDSPD").

Member districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby member districts may provide for efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing in the Mesquite area as indicated above. It is agreed and understood that any student who is deaf or hard of hearing which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Mesquite RDSPD, subject to the Admissions, Review, and Dismissal ("ARD") committee recommendations.

1.2 The member districts do not intend by entering into this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The Mesquite RDSPD's administrative offices will be located in Mesquite, Texas .

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. §1401 et seq.; Section 504 of the Rehabilitation Act 1973, 29 U.S.C. §794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; and the Mesquite RDSPD policies and operating guidelines approved by all member districts.

1.5 Mesquite RDSPD will operate under the Mesquite Independent School District ("Mesquite ISD" or "Fiscal Agent District") school calendar and under the policies and procedures of Mesquite ISD.

1.6 Students from districts other than those SSA Members who are parties to this Agreement may be considered for services upon written request to the Mesquite ISD Deaf Education Coordinator. A contract for services will be negotiated between Mesquite RDSPD and non-member districts, Member Districts or other non-member entities (e.g., charter schools). Non-members will be responsible for all

costs under a separate agreement with Mesquite RDSPD if Mesquite RDSPD agrees to provide such services.

1.7 When an ARD Committee determines a student has a need for services from a certified teacher of the deaf or hard of hearing, the ARD Committee may refer the student to Mesquite RDSPD for either centralized or itinerant services. If placement at a centralized Mesquite RDSPD campus is needed in order to receive a free appropriate public education (FAPE), Mesquite RDSPD will provide a continuum of placement options from mainstream to specialized classrooms.

2. Management

2.1 The Mesquite RDSPD shall be governed by the Cooperative Management Board composed of the special education director or designee of each member district. Such a management board will meet in October and February to review the shared services arrangement. Other meetings shall be scheduled as determined by the RDSPD Coordinator for Mesquite ISD whereby the Management Board may either meet as a whole or as a hoc sub-committee. The general responsibilities of the Management Board members shall include:

- a. Providing input on decision-making about the program;
- b. Regularly attending board meetings;
- c. Paying fees in a timely manner;
- d. Ensuring that Mesquite RDSPD students have access to reliable and timely transportation.

2.2 At the first annual management board meeting of the school year, the Board will elect a chairperson and a member to maintain official meeting minutes.

2.3 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of Member Districts. A quorum is defined as a majority of all of the Member Districts of the Mesquite RDSPD SSA. Each management board member present has only one vote.

2.4 The Mesquite RDSPD, through the Fiscal Agent Board, may purchase goods and services necessary to administer and operate the Mesquite RDSPD. All nonconsumable instructional materials shall be deemed property of the Mesquite RDSPD when such supplies and materials are purchased with RDSPD funds.

3. Personnel

3.1 The chief administrator of the Mesquite RDSPD will be the RDSPD Coordinator. The RDSPD Coordinator shall serve under a contract with the Mesquite Independent School District and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding operations of the instructional program, including but not limited to related services and staff developments, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the RDSPD Coordinator with approval of appropriate Fiscal Agent personnel. Fiscal Agent policy will determine the extent of the administrative authority of the RDSPD Coordinator.

3.2 The Special Education Director of each member district shall serve as deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act. For students enrolled in Mesquite ISD who attend the centralized deaf program, Mesquite ISD shall serve as an office for public records.

3.3 Mesquite RDSPD personnel (teachers, instructional assistants, interpreters, speech therapists, diagnosticians, audiologists, itinerant teachers and secretaries) are employed by and serve under contract with Mesquite ISD, and are subject-to Mesquite ISD policies. All personnel will follow the

Mesquite ISD salary schedule. Such personnel will be assigned according to need as determined by the RDSPD Coordinator with approval of the Executive Director of Special Education.

3.4 Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, Mesquite ISD.

4. Fiscal Agent

4.1 Mesquite ISD shall serve as the Fiscal Agent. Mesquite ISD acknowledges that it is an accredited Texas school district and that it offers services to students' age 0 - 22.

4.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the RDSPD Management Board. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Mesquite ISD policies.

4.3 The Fiscal Agent will account for salaries and expenses of Mesquite RDSPD personnel, Mesquite RDSPD operating expenses; IDEA, Part B funds; State Deaf Funds; and any other funding received for the purpose of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all Mesquite RDSPD staff.

4.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or RDSPD policy.

4.5 The Fiscal Agent is solely responsible for reporting PEIMS data for all students that attend the centralized RDSPD on a full-time basis, even if the students are transfer students from another Member District. The Fiscal Agent will receive applicable average-daily-attendance associated with PEIMS reporting. Member Districts will be responsible for reporting PEIMS data for all students who participated in Mesquite RDSPD but do not attend a centralized RDSPD campus on a full time basis, and still attend school in the Member District in which they reside.

4.6 The Fiscal Agent may negotiate contracts with outside service providers for diagnostic and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request ADA compliance by each service provider.

4.7 The Fiscal Agent must notify other member districts of any intention to withdraw as Fiscal Agent of the Co-op on or before December 31 preceding the end of last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before December 31 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Co-op's accounts, the transfer of Fiscal Agent status will become effective July 1.

5. Member Districts' General Obligations

5.1 Member districts agree that any funds assessed under Mesquite RDSPD policies or other legal requirements will be remitted within sixty (60) calendar days of receiving a statement from the Fiscal Agent.

5.2 Each member district will maintain locally and separately its own residential placement set-aside as described in 19 T.A.C. §89.61. Each member district will be liable for costs associated with its residentially-placed students.

5.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper student records and PEIMS accounting for the Mesquite RDSPD operations.

5.4 Member districts shall provide Related Services to their students who reside within their district boundaries and attend the Mesquite RDSPD with Mesquite ISD. These services shall include evaluations, interpreting, direct, indirect, or consultative services in the areas of Occupational Therapy, Physical Therapy, Orientation and Mobility, Augmentative Communication, Assistive Technology, and Counseling. Districts who cannot provide these Related Services or evaluations may contract with Mesquite ISD for these services and be billed accordingly. General equipment for Physical Therapy, Occupational Therapy, or Adaptive Physical Education will be provided for member districts that contract with Mesquite ISD for related services. SSA members will be responsible for Vision equipment.

5.5 Member districts will share the responsibility for enrolled deaf or hard of hearing students placed in Disciplinary Alternative Education Programs. Education of full-time RDSPD students will be the responsibility of the Mesquite RDSPD. Transportation will be the responsibility of the district in which the student resides.

Education of part-time students is the responsibility of the district in which the student resides. Mesquite RDSPD will provide education services to the student in the member district's DAEP placement in accordance with the student's ARD/IEP.

Education of deaf or hard of hearing students not enrolled and/or served by the Mesquite RDSPD at the time of placement in a DAEP will be the responsibility of the member district.

5.6 A member district may withdraw from the Co-op by providing the other member districts with written notice of its proposed action at least 30 days on or before the December 31st preceding the end of the school year which the member district intends to be its final year in the Co-op. Additionally, the member district seeking to withdraw shall submit such written notice-of-intent-to-withdraw to the Texas Education Agency prior to February 1st, as required. Upon delivery of such notice, the member's withdrawal from the Co-op shall be effective on the following June 30th, at the end of the Co-op's fiscal year. The withdrawing member district shall return to the Co-op any supplies, equipment, or fixtures in its possession that were purchased with the Co-op's funds, prior to or by the effective June 30th final day of the withdrawing member's participation in the Co-op. The member school districts further agree that any uncommitted surplus funds, after charges and liabilities, remaining in the Co-op's operating fund as of the June 30th date set forth above, shall be calculated, and the withdrawing member shall receive a proportionate share based upon a fraction, the numerator of which shall be the number of students enrolled in the RDSPD from the member districts, and the denominator of which shall be the total number of students enrolled in the RDSPD on the last day of the fall semester of the fiscal year, of such remaining balance, in full and complete payment for, and settlement to any legal and equitable rights and interests, if any, such withdrawing member may have in the Co-op's property or assets.

Addition of new members or reconfiguration of this agreement may only take place by unanimous consent of current members, including the Fiscal Agent. Any such reconfiguration may only be done by written agreement that describes how assets of the co-op will be distributed.

In the event the Co-op is dissolved, any uncommitted surplus funds, after charges and liabilities, remaining in the Co-op's operating fund shall be calculated, and the member districts shall receive a proportionate share based upon a fraction, the numerator of which shall be the number of students enrolled in the RDSPD from the member districts, and the denominator of which shall be the total number of students enrolled in the RDSPD on the last day of the fall semester of the fiscal year, of such remaining balance, in full and complete payment for, and settlement of; any legal and equitable rights and interests, if any, such member district may have in the co-op's property or assets.

6. Fiscal Practices

6.1 The Mesquite RDSPD will operate on a budget prepared by the Fiscal Agent and reviewed and adopted by the management board. The special education director of each member district shall ensure that the respective share to be contributed to the RDSPD shall be included in the budgets adopted by the member districts' boards of trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the coordinator, classroom teachers, itinerant teachers, interpreters, instructional assistants, diagnostician, audiologist, and Regional Day School office staff, equipment costs including but not limited to hearing aid maintenance for all deaf or hard of hearing students and FM equipment for centralized deaf or hard of hearing students, equipment for itinerant and parent infant teachers as well as any uncontrollable costs incurred by the Mesquite ISD over and above the amount of state deaf and/or federal funds, if any, shall be divided among member districts based upon the number of students from each member district enrolled in the RDSPD on the last day of the fall semester. Students enrolled after this date will not be assessed a fee for the school year.

6.3 Should a student move from one Member District to another Member District, billing shall be prorated at a daily rate for each district where the student resides.

6.4 Member districts will be notified in writing by February 15 of the fiscal year regarding the excess costs to be charged back to member districts and what the maximum total of their shared excess costs are estimated to be. Adjustments to the excess costs, if any, will be reflected in August to reflect changes in actual program costs.

6.5 Itinerant services provided to member districts will be charged at a per pupil rate to be set by the Fiscal Agent when preparing the budget and reviewed and approved by the management board.

6.6 The RDSPD's accounts will be audited annually by the independent auditor for the Fiscal Agent.

7. Risk of Loss

7.1 Except as otherwise provided herein, each member district bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs. Except as otherwise provided herein, costs of administrative hearings shall be the responsibility of the member district in which the student resides.

7.2 Each member district will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

8. Transportation

8.1 Each member district bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided. Transportation provided by member districts includes: transportation to and from school, to educational cluster sites and educational assessment for eligibility. Transportation for ESY Services or Acceleration Services in accordance with ARD recommendations is also the responsibility of the member district.

9. Legal Responsibilities

9.1 Except as otherwise provided herein, the member district who serves as the LEA shall be solely responsible for the provision of a FAPE.

9.2 Except as otherwise provided in Sections 9.3 and 9.6, the member districts wherein the student resides is responsible for legal costs, court costs, and attorney's fees resulting from litigation, including due process hearings, and from investigations by state or federal agencies, directly involving that student, and shall have the right to select the attorney to represent such member district and control the defense of such action.

9.3 If the Co-op is named party in legal action, each member district will be responsible for an equal share of the costs. The Fiscal Agent shall have the right to designate the attorney to represent the Co-op and control the defense of such action.

9.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship, and shall have the right to select the attorney to represent such member district and control the defense of such action.

9.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

9.6 Should the Fiscal Agent incur costs as a result of any litigation against the Co-op, each member district will be responsible for an equal share of the costs. The Fiscal Agent shall have the right to designate the attorney to represent the Co-op and control the defense of such action.

9.7 The member districts of this Shared Services Arrangement contract agree to negotiate in good faith in an effort to resolve any dispute related to the contract that may arise from the member districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split between the member districts. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who would help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

10. The Agreement

10.1 The initial term of this agreement will begin on July 1, 2024 and will continue through June 30, 2025, unless notification of withdrawal is given by a member district or the program is otherwise terminated by action of TEA.

10.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the Mesquite RDSPD and responsibilities under any prior Mesquite RDSPD agreement.

10.3 This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement. This agreement may be modified to the extent such is agreed to by all parties.

10.4 This agreement is governed by the laws of the State of Texas.

10.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining sections of this Agreement and remain in effect.

10.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of this statute or regulation.

10.7 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

10.8 Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least 45 business days prior to termination.

MESQUITE RDSPD TUITION RATES & FEES

Full time RDSPD Student (cluster campus)	\$15,000/yr
Full time RDSPD LIFE Skills Student (cluster campus)	\$17,000/yr
Direct Itinerant Services (Including Infants)	\$4,000/yr
<ul style="list-style-type: none"> • An additional \$1,000 per itinerant student will be charged for transportation fee per year 	\$1,000/yr
Indirect/Consult Itinerant Services (Including Infants)	\$1,000/yr
<ul style="list-style-type: none"> • *If the home district provides indirect or consult services to a student, the home district will be charged an additional \$300 per evaluation completed for a Language and Communication Evaluation 	\$300/evaluation
Initial or Additional Request for a Language & Communication Evaluation Birth - 21 years	\$300/evaluation
Full Evaluation	\$600/evaluation
Contract Service: Audiological Evaluation	\$50/evaluation
Contract Service: Assistive Technology Evaluation	\$150/evaluation
Contract Service: Occupational Therapy Evaluation	\$150/evaluation
Contract Service: Physical Therapy Evaluation	\$150/evaluation
Contract Service: <ul style="list-style-type: none"> • Psychological Evaluation • Functional Behavior Assessment • Autism Evaluation • Counseling Evaluation • In-Home Training Evaluation • Parent Training Evaluation • Social Skills Evaluation 	\$155.25/hr up to a maximum of 8 hours totaling \$1,242.00
Contract Service: Speech Impairment Evaluation	\$150/evaluation
Contract Service: Adaptive PE Evaluation	\$150/evaluation
Contract Service: Vision Impairment Evaluation	\$150/evaluation
Contract Service: Physical Therapy Indirect/Consult Session	\$80/session
Contract Service: Physical Therapy Direct Service Session	\$100/session
Contract Service: Occupational Therapy Indirect/Consult Session	\$80/session
Contract Service: Occupational Therapy Direct Service Session	\$100/session
Contract Service: In-Home Training provided by a certified teacher of the deaf or hard of hearing	\$40/hr
Contract Service: In-Home Training provided by Mesquite ISD certified	\$35/hr

SPED teacher	
Contract Service: Certified teacher of the deaf and hard of hearing attend an ARD meeting outside of Mesquite ISD contract days/time.	\$25/hr

**Special Education Shared Service Arrangement
Mesquite Independent School District
And Member Districts**

The Shared Services Arrangement (SSA) for the Mesquite Regional Day School Program for the Deaf is entered into between the MESQUITE INDEPENDENT SCHOOL DISTRICT and the other member districts. This contract has been approved by Mesquite Independent School District's Board of Trustees.

Mesquite Independent School District

Eddie Rose

Name of Board President

Signature of Board President

Date

Dr. Angel Rivera

Name of Superintendent

Signature of Superintendent

Date

**Special Education Shared Service Arrangement
Mesquite Independent School District
And Member Districts**

The Shared Services Arrangement (SSA) for the Mesquite Regional Day School Program for the Deaf is entered into between the MESQUITE INDEPENDENT SCHOOL DISTRICT and the other member districts. This contract has been approved by Mesquite Independent School District's Board of Trustees.

Red Oak Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

_____ Red Oak Independent School District will provide related services to the students that attend the Mesquite Regional Day School Program for the Deaf in Mesquite ISD.

_____ Red Oak Independent School District will not provide related services to the students that attend the Mesquite Regional Day School Program for the Deaf in Mesquite ISD and wishes to be billed back for these services that Mesquite ISD will provide to our students.

SOFTWARE-AS-A-SERVICE AGREEMENT

This SOFTWARE-AS-A-SERVICE AGREEMENT (this “**Agreement**”) is entered into to be effective as of the date this Agreement is fully executed by the Parties (the “**Effective Date**”), by and between MSB School Services, LLC, a limited liability company, having an address of 1615 Scottsdale Dr., Bldg. 2, Ste. 200C, Cedar Park, Texas 78641 (“**MSB**”); and Red Oak ISD, having an address of 109 W. Red Oak Rd. Red Oak, TX 75154 (the “**District**”). MSB and the District are each referred to herein as a “**Party**” and, collectively, as the “**Parties.**”

WHEREAS, MSB is in the business of providing Medicaid consultation and billing services to school districts; and

WHEREAS, the District desires to access such services, and MSB desires to provide such services to the District, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in this Section 1.

“**Aggregated Statistics**” means data and information related to the District’s use of the Services that is used by MSB in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“**Authorized User**” means the District’s employees, consultants, contractors, and agents (i) who are authorized by the District to access and use the Services under the rights granted to the District pursuant to this Agreement, and (ii) for whom access to the Services has been purchased hereunder.

“**District Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the District or an Authorized User through the Services.

“**Documentation**” means MSB’s user manuals, handbooks, and guides relating to the Services provided by MSB to the District either electronically or in hard copy form.

“**IEP**” means the District’s enrolled students with an individualized education plan under the Individuals with Disabilities Education Act. Unless otherwise agreed in writing, the Parties shall use the most recent number of IEPs reported by the Texas Education Agency. Any time the Parties need to determine the number of the District’s IEPs hereunder, the number of the District’s IEPs shall be the number of “Special Education” students in the District as set forth in the Texas Education Agency’s most recent Student Program and Special Populations Report: see <https://rptsvr1.tea.texas.gov/adhocrpt/adspr.html>. Notwithstanding anything herein to the contrary, in the event the Initial Term hereof is three (3) years or more, then the Parties agree

that, after initial determination of the number of IEPs hereunder, such number shall not be subject to increase at any time during the Initial Term (but shall be subject to increase/re-evaluation as required hereunder at any time during any Renewal Term thereafter).

“MSB Intellectual Property” means the Services, the Documentation, and any and all intellectual property (including any software) provided to the District or any Authorized User in connection with the foregoing. For the avoidance of doubt, MSB Intellectual Property includes Aggregated Statistics and any information, data, or other content derived from MSB’s monitoring of the District’s access to or use of the Services, but does not include District Data.

“Payment Date” means the applicable payment date set forth on Exhibit C attached hereto, and incorporated herein by reference.

“Pricing Proposal” means the agreed pricing proposal set forth on Schedule 1 attached hereto, and incorporated herein by reference, as may be amended in accordance with Section 5.c.

“Services” means the software-as-a-service offering and any related implementation, training, or other support services to be provided by MSB hereunder, in each case as described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement’s express provisions, will continue in effect until 1 year(s) following the Effective Date (the **“Initial Term”**). Upon expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year term(s) unless either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a **“Renewal Term”** and together with the Initial Term, the **“Term”**).
3. **Services and Grant of Rights.**
 - a. **Access to Services.** Subject to and conditioned on the District’s payment of Fees and compliance with all other terms and conditions of this Agreement, MSB hereby grants the District a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to the District’s internal use.
 - b. **Documentation License.** Subject to the terms and conditions contained in this Agreement, MSB hereby grants to the District a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for the District’s internal business purposes in connection with its use of the Services.
 - c. **Use Restrictions.** The District shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The District shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of

- the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- d. Reservation of Rights. MSB reserves all rights not expressly granted to the District in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the District or any third party any intellectual property rights or other right, title, or interest in or to any MSB Intellectual Property.
- e. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, MSB may monitor the District's use of the Services and collect and compile Aggregated Statistics. As between MSB and the District, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by MSB. The District acknowledges that MSB may compile Aggregated Statistics based on District Data input into the Services. The District agrees that MSB may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.
- f. Third-Party Products. MSB may from time to time make products provided by third parties available to the District hereunder ("**Third-Party Products**"). All Third-Party Products are provided "as is" and any representation or warranty of or concerning any Third-Party Products is strictly between the District and the third-party owner, licensor or distributor of such Third-Party Products.
- g. Limited Warranty. MSB represents and warrants to the District that to MSB's knowledge as of the Effective Date, as accessed and used by the District or any Authorized User in accordance with this Agreement, the Services and materials provided by MSB under this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party. THE FOREGOING WARRANTY DOES NOT APPLY, AND MSB STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. The District's sole and exclusive remedy for a breach of the foregoing warranty is set forth in Section 8.
- h. DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE MSB INTELLECTUAL PROPERTY IS PROVIDED "AS IS" AND MSB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MSB SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MSB MAKES NO WARRANTY OF ANY KIND THAT THE MSB

- INTELLECTUAL PROPERTY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE DISTRICT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
- i. **Suspension.** Notwithstanding anything to the contrary in this Agreement, MSB may temporarily suspend the District's and any Authorized User's access to any portion or all of the Services if: (i) MSB reasonably determines that (A) there is a threat or attack on any of the MSB Intellectual Property; (B) the District's or any Authorized User's use of the MSB Intellectual Property disrupts or poses a security risk to the MSB Intellectual Property or to any other customer or vendor of MSB; (C) the District, or any Authorized User, is using the MSB Intellectual Property for fraudulent or illegal activities; (D) subject to applicable law, the District has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) MSB's provision of the Services to the District or any Authorized User is prohibited by applicable law; (ii) any vendor of MSB has suspended or terminated MSB's access to or use of any Third-Party Products or services required to enable the District to access the Services; or (iii) in the event the District fails to pay any amounts as and when due hereunder, and such failure continues for thirty (30) days or more (any such suspension described in subclause (i), (ii), or (iii), a "***Service Suspension***"). MSB shall use commercially reasonable efforts to provide written notice of any Service Suspension to the District and to provide updates regarding resumption of access to the Services following any Service Suspension. MSB shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. MSB will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the District or any Authorized User may incur as a result of a Service Suspension.
4. **District Responsibilities.** The District shall be responsible for performing the obligations and complying with the terms set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Further, the District shall: (i) respond promptly to any requests from MSB for instructions, information, or approvals required by MSB to perform the Services, (ii) cooperate with MSB in its performance of the Services, and (iii) take all reasonable steps to prevent District-caused delays in MSB's provision of the Services. Without limiting the generality of the foregoing, the District acknowledges and covenants that MSB shall have quarterly access to District's direct program stakeholders for consultation, training and question and answer sessions. These meetings may take place in person or online at MSB's discretion, but in-person meetings shall take place at the District. The District acknowledges that regular and direct access with District program stakeholders is critical as best practices and regulations change and the District's awareness of these changes and best practices are critical hereunder.

5. Compensation.

- a. Fees. In consideration for the provision of the Services by MSB, the District shall pay MSB the compensation (collectively, the “*Fees*”), in the amounts set forth in the Pricing Proposal attached hereto, in accordance with this Agreement and the terms set forth in Exhibit C.
- b. Additional Payment Terms. The District agrees to pay all invoices within 30 days from the date of the invoice. MSB reserves the right to adjust the Fees and related percentages set forth in Exhibit C, or terminate this Agreement, in the event the Federal and/or State governments materially revise the protocols for submitting and/or paying Medicaid claims or as otherwise needed to comply with applicable law. Payments and disputes shall be governed by Texas Government Code Chapter 2251.
- c. Pricing Changes. Notwithstanding anything herein to the contrary, following the Initial Term, MSB shall have the right, upon written notice to the District, to increase, amend, or otherwise modify the Pricing Proposal, effective as of the commencement of each Renewal Term (if any). Any such changes shall become effective at the start of the applicable Renewal Term, unless the District provides written notice of non-renewal in accordance with Section 2.

6. Termination.

- a. Mutual. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- b. Termination for Non-Payment. MSB may terminate this Agreement upon written notice to the District in the event that the District fails to pay any amounts when due hereunder, and such failure continues for thirty (30) days after MSB’s delivery of written notice thereof.
- c. Other Termination. Either Party may terminate this Agreement at any time following expiration of the Initial Term, upon thirty (30) days’ written notice to the other Party. Further, either Party may terminate this Agreement, effective upon written notice to the other Party, in the event the other Party: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within thirty (30) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. Payments Upon Termination. In the event the District terminates this Agreement prior to expiration of the Term, then the District agrees to immediately pay MSB the full amount of

- any Fees due upon termination, as identified in Exhibit C. The Parties hereby agree that the amounts described in this Exhibit C represent a reasonable estimate of the damages MSB will suffer as a result of the District's early termination and that the amounts are not penal in nature. The District hereby waives all challenges to the payment of the amounts described in this Exhibit C as penal or unreasonable.
- e. Effect of Termination. Upon expiration or earlier termination of this Agreement, the District shall immediately discontinue use of the MSB Intellectual Property and the District shall delete, destroy, or return all copies of the MSB Intellectual Property and certify same in writing to MSB. No expiration or termination will affect the District's obligation to pay all Fees that may have become due before such expiration or termination or entitle the District to any refund of amounts previously paid hereunder. Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

7. Intellectual Property Ownership.

- a. District Data. All District Data is and shall remain the proprietary information of the District and may not be copied or used in any way without the express written permission of the District. Notwithstanding the foregoing, the District hereby grants to MSB a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the District Data and perform all acts with respect to the District Data as may be necessary for MSB to provide the Services hereunder, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display District Data incorporated within the Aggregated Statistics. Within sixty (60) days following the District's written request upon termination of this Agreement, MSB will provide the District with all District Data in MSB's possession, in such a format that MSB deems appropriate.
- b. MSB Intellectual Property. The District acknowledges that: (i) as between the District and MSB, MSB owns all right, title, and interest, including all intellectual property rights, in and to the MSB Intellectual Property; and (ii) with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- c. Feedback. If the District or any of its employees or contractors sends or transmits any communications or materials to MSB by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services or any MSB Intellectual Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), MSB is free to use (but is not required to use) such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback, without any attribution or compensation to any party, including any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever.

8. **Indemnification; Limitation of Liability.**

- a. **MSB Indemnification.** MSB shall indemnify, defend, and hold harmless the District from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by the District, solely to the extent resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") arising out of MSB's breach of the limited warranty set forth in Section 3(g) above; provided that the District promptly notifies MSB in writing of such Third-Party Claim, cooperates with MSB, and allows MSB sole authority to control the defense and settlement of such Third-Party Claim. If a Third Party-Claim is made or appears possible, the District agrees to permit MSB, at MSB's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for the District to continue use. If MSB determines that neither alternative is reasonably available, MSB may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to the District. This Section 8(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by MSB or authorized by MSB in writing; (B) modifications to the Services not made by MSB; (C) District Data; or (D) Third-Party Products.
- b. **Sole Remedy.** THIS SECTION 8 SETS FORTH THE DISTRICT'S SOLE REMEDIES AND MSB'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- c. **Limitations on Liability.** IN NO EVENT WILL MSB BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER MSB WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL MSB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO MSB UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. **Force Majeure.** Neither Party shall be deemed to have breached any provision of this Agreement or be liable to the other Party, for any failure or delay in fulfilling or performing any term of this Agreement (other than obligations to make payment as and when due hereunder), when and to

the extent such failure or delay is caused by or results from events beyond the reasonable control of such Party, including: acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, pandemic, other catastrophes, or any other occurrences which are reasonably beyond the impacted Party's control (any such event, a "**Force Majeure Event**"). During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

10. Miscellaneous.

- a. Jointly Drafted. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either Party.
- b. Relationship of Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- c. Further Assurances. If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to affect the terms of this Agreement.
- d. Publicity. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other Party; provided, however, that MSB may, without the District's consent, include the District's name and other indicia in its lists of MSB's current or former customers of MSB in promotional and marketing materials.
- e. Authority to Execute. Each Party represents and warrants to the other Party that the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party.
- f. Costs. In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing Party in the litigation (whether by court or arbitration) shall be entitled to recover its reasonable attorney's fees from the non-prevailing Party.
- g. Exclusions. MSB in no way implies, nor should any language herein be construed that MSB guarantees that the utilization of the Services by the District, or that MSB guarantees the District's compliance with State or Federal requirements relative to Medicaid

- reimbursements. No utilization of the Services by the District will constitute the formation of an attorney-client relationship between MSB and the District. THE SERVICES AND MSB INTELLECTUAL PROPERTY ARE PROVIDED “AS IS” AND MSB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MSB SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MSB MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, THE MSB INTELLECTUAL PROPERTY, OR RESULTS OF THE USE THEREOF, WILL MEET THE DISTRICT’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
- h. Notices. Except as otherwise expressly set forth in this Agreement, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth in the introductory paragraph to this Agreement (or at such other address for a Party as shall be specified in a notice given in accordance with this Section).
- i. FERPA. To the extent District grants MSB access to Personally Identifying Information (PII) or other protected FERPA data, or MSB has access to or stores or holds any such District PII or FERPA protected data, MSB agrees to: (i) access and use such data solely for the purpose of to provide the Services to District pursuant to this Agreement; (ii) maintain physical, technical, and administrative safeguards to protect said data against unauthorized access, use, or disclosure while it is accessible to or held by MSB; and (iii) not disclose said data to any third party, except: (x) to its employees, consultants or contractors who need to have access to such information and solely for purposes of providing Services to the District, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in this Agreement; and (y) to the extent required by a judicial order or other legal obligation, provided that, to the fullest extent permitted by law, MSB will promptly notify District of such a required disclosure to allow intervention by District (and will cooperate with the District) to contest or minimize the scope of the disclosure. Nothing in this contract shall require MSB to take measures in excess of those commonly accepted in the industry as commercially reasonable.
- j. Confidentiality. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive

- or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). For the avoidance of doubt, MSB’s Confidential information includes the terms of this Agreement, and any materials disclosed by MSB in connection therewith, including any pricing or other terms of MSB’s products and services. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
- k. Non-Solicitation. During the Term of this Agreement and for a period of one (1) year thereafter, the District shall not, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employ of MSB. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- m. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of such State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in Williamson County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- n. Entire Agreement. This Agreement, together with all Exhibits attached hereto and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- o. Amendment; Waiver. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- p. Assignment; Successors and Assigns. The District may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of MSB. MSB may assign, transfer, or delegate any or all of its rights or obligations hereunder without the District's prior consent. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- q. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- r. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

s. Required Provisions.

- i. MSB verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If MSB has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Agreement.
 - ii. Pursuant to Texas Government Code Chapter 2270, if this Agreement is valued at \$100,000 or more and if MSB has at least ten (10) full-time employees, then MSB represents and warrants to the District that MSB does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.
 - iii. Pursuant to Texas Government Code Chapters 2274 and 809, if this Agreement is valued at \$100,000 or more and if MSB has at least ten (10) full-time employees, then MSB represents and warrants to the District that MSB does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This provision does not apply to sole proprietorships.
 - iv. Pursuant to Texas Government Code Chapter 2274, if this Agreement is valued at \$100,000 or more and if MSB has at least ten (10) full-time employees, then MSB represents and warrants to the District that MSB 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. This provision does not apply to sole proprietorships.
 - v. Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derives from state or local tax revenue. Any contract entered into by the District is void if the prospective entity has such prohibited affiliation or contractual relationship. By entering into this Agreement, MSB is certifying to the District that it does not have such affiliation or contractual relationship.
 - vi. Renewal of this contract (if appropriate) will be in accordance with the Texas Local Government Code Section 271.903 concerning the non-appropriation of funds for multi-year contracts. The District reserves the right to rescind the Agreement at the end of the District's fiscal year if it is determined that there are insufficient funds to extend the Agreement.
- t. Federal Terms. MSB agrees to comply with the Federal Terms and Conditions attached hereto as Exhibit D.
- u. No Waiver of Immunity. Except to the extent stated herein, nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the District, its trustees, officers, employees, or agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date.

DISTRICT:

Red Oak ISD

By: _____

Name: _____

Title: _____

Date: _____

MSB:

MSB SCHOOL SERVICES, LLC

By: _____

Name: Tabbatha Callaway

Title: MSB CEO

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

As the consulting and billing agent, MSB agrees to adhere to all rules and regulations that pertain to the submission of claims under the Rules and Regulations that govern School-Based Medicaid reimbursement programs.

MSB is pleased to provide the following Services to the District:

IMPLEMENTATION

- Integrations Set-up and Support
- Documentation Decisions & Departmental Sandbox Meetings including all services areas (Personal Care, Related Services, Transportation, Nursing)
- Financial Services (Goal Setting and Quarterly Check-ins)
- IEP Services Consultation including Parental Consent Procedures & Management, Personal Care Supplements Management, Prescriptions & Credentials Management

MEDICAID/SHARS ADMINISTRATION AND COMPLIANCE

- Unlimited access to assigned local Program Specialist who will provide a single point of contact to manage your entire Medicaid to schools program
- Complete enrollment management for National Provider Identifier
- Complete enrollment management for Texas Provider Identifier
- Complete management of Fairbanks (STAIRS) account
- Maintain annual state training certifications for Cost Reporting, Random Moment Time Study (RMTS) Participant List and MAC
- Complete management of quarterly RMTS Participant List certification, including staff training and response management
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with Medicaid reimbursement to schools
- Advise school districts in contract negotiations with non-employees regarding contract sections related to payment terms and proper documentation for billing purposes
- Complete management of Provider credentials to ensure they are current per SHARS billing guidelines
- Complete management of Professional Oversight of applicable Providers (COTA, PTA, SLPA, Grandfathered SLP, Delegated Nursing Services) per SHARS billing guidelines
- Complete management of Specialized Transportation sessions and claiming
- Daily monitoring of Provider participation in the SHARS program (Clinical documentation)

- Processing of all Medicaid claims using both paper logs and/or the electronic files generated by the school districts' health care practitioners and other qualified staff via X Logs™ service documentation
- Audit Provider clinical notation for SHARS compliance and deny or hold any sessions missing needed information
- Tracking and Reconciliation of all submitted claims from Texas Medicaid & Healthcare Partnership (TMHP), including the resubmission of rejected claims and the appeal of denied claims
- Reports which show the status of all Medicaid transactions, reimbursements and cataloging of electronic service delivery records
- Special reports as requested by the school districts
- Storage of all Remittance and Status reports from TMHP

SOFTWARE/SUPPORT/DATA HOSTING

- School data hosted on a secure server
- X Logs™ web-based software usage
- Unlimited technical support – 5 days a week via toll free number, Live Chat, and/or email
- Supporting documentation (Online User Guides, Video Tutorials)
- X Logs™ software updates
- Complete training on SHARS documentation requirements for staff

FINANCIAL SERVICES

- Complete analysis, audit and appeal/corrections of the previous two years' Cost Reports as allowed by the State
- Complete management of the annual Cost Reporting Process
- Complete management of the salary allocation for SSAs and Co-ops
- Provision of Cost Report Analysis annually in order to compare what was financial trends, variances, and make subsequent recommendations to work toward the most accurate, compliant, maximized submission. Additional review of subsequent cost reports to ensure the settlement trend is consistent across years. If an appeal opportunity is identified, MSB advises the district of the appeal and prepares the documentation to submit to the state. If no appeal is needed, MSB supports the district in next steps to waive the appeal and receive funds.
- Provision of audit services to defend methodologies and provide information and reasoning for what was reported. Cost reports are subject to audit for up to 7 years beyond the state submission date.
- Provision of administrative, consulting, statistical and audit services

- Complete management of the audit process, including but not limited to: audit preparation, facilitation to assist with proper procedure and rigorous compliance, and when appropriate interfacing with State Medicaid Agencies and State Education Agencies
- Complete management of Medicaid Administrative Claiming (MAC) enrollment
- Complete management of MAC financial certification
- Complete management of the Certification of Funds process

WORKSHOPS/TRAINING

- Complete training on SHARS documentation requirements for staff
- RMTS Training
- Access to a trainer from MSB to provide support, tips, and guidance on compliant billing.

EXHIBIT B

DISTRICT RESPONSIBILITIES

As the Provider of Record, the school district agrees to provide information to MSB that adheres to all Rules and Regulations that govern school-based Medicaid programs. Below is a list of responsibilities that the District agrees to fulfill:

The District is responsible for the following:

- Maintain X Logs™ forms and fields related to certifications, licensures, etc. of all staff for whose services the District is seeking reimbursement
- Maintain individual education programs (IEP)s within the school-based Medicaid program guidelines for all services for which the District is seeking reimbursement
- Maintain necessary paperwork related to all Medicaid required referrals, orders or recommendations for services for which the District is seeking reimbursement
- Maintain accurate attendance records
- Maintain accurate cost data for covered services
- Provide timely and comprehensive service-delivery documentation and submit to MSB for billing and record retention.
- Submit necessary financial documentation for cost reports, appeals, and MAC to MSB within the agreed upon timeframes in order to allow for accurate processing, analyzation, and submission.
- Maintain annual state training certifications for Cost Reporting, Random Moment Time Study (RMTS) Participant List and MAC
- Provide accountability for timely billing documentation in order to ensure financial goals are communicated and achieved.

EXHIBIT C

FEEs

This Exhibit C incorporates by reference the Pricing Proposal attached hereto as Schedule 1.

IMPLEMENTATION FEE:

Implementation Fee Payment Date: As set forth in the Pricing Proposal (if any).

To the extent set forth in the Pricing Proposal, the District shall pay MSB a one-time, flat implementation fee, in the amount set forth in the Pricing Proposal (the “**Implementation Fee**”) as compensation for the estimated time and expense incurred by MSB implementing the structure, processes, and procedures necessary for the Parties’ performance under this Agreement. The Implementation Fee (if any) shall be due and payable on as set forth in the Pricing Proposal.

ADMINISTRATION FEE:

Administration Fee Payment Date: As set forth in the Pricing Proposal (if any).

To the extent set forth in the Pricing Proposal, during the Term of this Agreement, the District shall pay MSB an annual administration fee (the “**Administration Fee**”), in accordance with this Exhibit C. The amount of each Administration Fee shall be calculated as set forth in the chart below, based on the District’s most recent number of IEPs as of the applicable payment date, and the initial Administration Fee (if any) shall be in the amount set forth in the Pricing Proposal. The initial Administration Fee (if any) is due and payable on the as set forth in the Pricing Proposal, and thereafter on each yearly anniversary of such payment date during the Term (if any). Each Administration Fee (if any) is earned when due and is not refundable.

Number of IEPs in applicable year	Annual Administration Fee
1-500	\$10,000
501-1,000	\$15,000
1,001-2000	\$20,000
2,001-5,000	\$35,000
5,001-7,000	\$50,000
7,001-9,000	\$100,000
9,001-20,000	\$125,000

CONTINGENCY FEE FOR FINANCIAL SERVICES:

The District shall additionally pay MSB a contingency fee (the “**Contingency Fee**”), in an amount equal to the applicable Contingency Percentage multiplied by the Contingency Revenue (as such terms are defined below). All applicable

Contingency Fees are payable to MSB regardless of whether the District receives the reimbursement(s) or other payments during or after the Term of this Agreement. For purposes of this Agreement: (i) the term “**Contingency Revenue**” means any and all amounts received by the District, via reimbursement or otherwise, as a result of any interim reimbursements, Cost Reports and Medicaid Administrative Claiming (MAC) prepared by MSB for the District during each year of the Term, together with all additional reimbursement identified by MSB through appeals for same prepared by previous District vendors, if any, and (ii) the term “**Contingency Percentage**” means the applicable percentage set forth in the Pricing Proposal or, if no such percentage is set forth in the Pricing Proposal, the percentage identified in the chart below, based on the District’s most recent number of IEPs; provided, that, the Contingency Percentage is subject to change each Renewal Term (if any) based on the District’s most recent number of IEPs.

The initial estimated Contingency Fee is set forth in the Pricing Proposal. Each Contingency Fee payment shall be due within thirty (30) days following receipt of invoice therefor from MSB. MSB shall submit such invoice promptly following MSB’s receipt of notification of an applicable reimbursement payment.

Number of IEPs in applicable year	Contingency Percentage
1-500	8%
501-1,000	7%
1,001-2000	6%
2,001-5,000	5%
5,001-7,000	4.5%
7,001-9,000	3%
9,001-20,000	3%

LICENSE FEE:

License Fee Payment Date: As set forth in the Pricing Proposal (if any).

To the extent set forth in the Pricing Proposal, the District shall additionally pay MSB an annual licensing fee in the amount set forth in the Pricing Proposal (the “**License Fee**”), each year during the Term. The initial License Fee (if any) is due and payable as set forth in the Pricing Proposal, and thereafter on each yearly anniversary of such payment date during the Term (if any). Each License Fee (if any) is earned when due and is not refundable.

TRAINING/WORKSHOP PACKAGES:

The District shall additionally pay MSB for each Training/Workshop Package (as identified below) purchased by the District, in the amounts set forth below (the “**Training Fees**”). To facilitate the District’s compliance with documentation and billing standards, the Parties agree that the District shall purchase at least one Training/Workshop Package each year of the Term but may purchase additional Training/Workshop Packages as agreed by the Parties. Payment of the Training Fees for each Training/Workshop Package is due upon receipt of invoice for same at time of purchase and is not refundable.

Package	# of Workshops	Type of Workshop	Price
Package A: Small District Workshop Package (<500 IEPs)	5	Live	\$5,000
Package B: 10 Live Workshop Package	10	Live	\$10,000
Package C: 10 Virtual Workshop Package	10	Virtual	\$2,500
Package D: 20 Live Workshop Package	20	Live	\$20,000
Package E: 20 Virtual Workshop Package	20	Virtual	\$5,000
Unlimited Package	Unlimited	Live & Virtual	\$30,000
Co-Op Package: 10 Live	10	Live	\$10,000

The initial agreed Training/Workshop Packages (if any) and the corresponding Training Fees due in connection therewith are set forth in the Pricing Proposal.

RECONCILIATION FEE:

The District shall pay MSB a Reconciliation Fee in accordance with this Section, unless the attached Pricing Proposal expressly provides that the District is exempt therefrom.

To the extent that, in any given year during the Term, the District Expenditure is less than the Reconciliation Minimum (as such terms are defined below), the District shall pay MSB a reconciliation fee (the “**Reconciliation Fee**”) in the amount equal to the Reconciliation Minimum, *less* the District Expenditure. For purposes of this Agreement: (i) the term “**District Expenditure**” means, for each year of the Term, the total amount of Fees paid by the District hereunder (other than the Implementation Fee); and (ii) the term “**Reconciliation Minimum**” means, for each year of the Term, an amount equal to the number of IEPs in such term, *multiplied by* \$100. Each “year” during the Term of this Agreement shall mean each 12 month period, commencing on the Effective Date. Each Reconciliation Fee will be invoiced by MSB promptly following the commencement of each year during the Term, and shall be paid within thirty (30) days of receipt of such invoice.

The following is an example Reconciliation Fee calculation, for illustrative purposes only. The following example assumes that, in the applicable year, the applicable school district: (i) has 1,000 IEPs in the applicable year, and (ii) paid MSB an Administration Fee of \$15,000, a Contingency Fees totaling \$55,000, a License Fee of \$10,000, and purchased \$10,000 of Training/Workshop Packages:

- Reconciliation Minimum = \$100,000 (i.e., \$100 x 1,000 IEPs)
- District Expenditure = \$90,000 (i.e., \$15,000 + \$55,000 + 10,000 + \$10,000)

- Reconciliation Fee = \$10,000 (i.e., \$100,000 - \$90,000)

PAYMENTS UPON TERMINATION:

In the event the District terminates this Agreement prior to expiration of the Term, then the District agrees to immediately pay MSB: (i) all unpaid Administration Fees, License Fees, and Training Fees otherwise payable to MSB during the Term; and (ii) the estimated amount of the Contingency Fee that would be due to MSB had the District not terminated the Agreement early (as determined by MSB in good faith). If the Cost Report payments and/or MAC payments received by District is higher than MSB's estimated Contingency Fee, the District will pay the amount of the excess multiplied by the Contingency Fee rate stated above within 30 days of receipt of the excess amount. The Parties hereby agree that the amounts described in this paragraph represent a reasonable estimate of the damages MSB will suffer as a result of the District's early termination and that the amounts are not penal in nature. The District hereby waives all challenges to the payment of the amounts described in this paragraph as penal or unreasonable.

SCHEDULE 1
PRICING PROPOSAL

Please see attached Pricing Proposal.

EXHIBIT D

Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS

**EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)
Contracts Under Federal Awards – Required Terms and Conditions**

Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by the District (“DISTRICT”) and the DISTRICT’s sub-contractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions:

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the DISTRICT expends federal funds, the DISTRICT reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- (B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT’s best interest.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 F.R. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when the DISTRICT expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a

rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the DISTRICT expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the DISTRICT expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the DISTRICT resulting from this procurement process.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

EDGAR FEDERAL TERMS & CONDITIONS

Pursuant to Federal Rule (F) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

- (G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).

Pursuant to Federal Rule (G) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by MISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by MISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- (J) Contract Cost and Price - §200.323. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

- (K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - §200.216. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

EDGAR FEDERAL TERMS & CONDITIONS

Pursuant to Federal Rule (K) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

- (L) Domestic Preferences for Procurements - §200.322. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, the DISTRICT has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

- (M) Procurement of Recovered Materials. For all contracts greater than \$10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing regulations where applicable and provide such information and certifications as the DISTRICT may require to confirm estimates and otherwise comply. The requirements of Section 6002 includes (1) procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, when federal funds are expended by the DISTRICT, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c) (3) (A) (i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

- (N) Small, Minority, Women's Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women's business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of

Commerce; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

- (O) Records Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- (P) Equal Employment Statement. It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

- (Q) Certification of Access to Records - 2 C.F.R. § 200.336. Vendor agrees that the DISTRICT's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

- (R) Copyright. All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the DISTRICT as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

- (S) Certification of Compliance with the Energy Policy and Conservation Act. When DISTRICT expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

- (T) Certification of Compliance with Buy America Provisions. DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).

EDGAR FEDERAL TERMS & CONDITIONS

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

(U) For all professional services contracts paid with federal funds, the contract contains the following provisions:

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The DISTRICT complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - 323.
5. The DISTRICT complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

(V) Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

(W) The Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).

8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. Buy America Act: DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-25.2).
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
12. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
13. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
14. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

PRICING SHEET

We simplify Medicaid so you can impact students.

IMPLEMENTATION SERVICES



- Success Roadmapping
- Integrations Set-up and Support
- Documentation Decisions & Departmental Sandbox Meetings
- Financial Services (Goal Setting and Quarterly Check-ins)
- IEP Services Consultation

\$7,500

X LOGS LICENSING FEE



- Billing & Documentation Tool
- Unlimited Users
- Access to Client Care
- Virtual Assistant
- X Logs Resource Center
- Unlimited Static Reports
- IEP Service Analysis
- Progress Monitoring
- Data Retention

\$15,728

ANNUAL ADMINISTRATION SERVICES



- RMTS / Participant List
- Data Entry
- Provider Utilization of X Logs
- Administrative Support
- MAC (if applicable)
- Integrations Monitoring
- Billing Management & Strategy

\$10,000

COST REPORT SERVICES



- Data Collection and Financial Processing
- Preparation / Analyzation of the Cost Report
- 3 Year Analyses Reviews
- 60 Day Corrections Recommendations & Support
- Desk Review / Audit Support
- Informal/Formal Appeal Recommendations & Support

4.00%

WORKSHOP/TRAINING SERVICES



- 2 Hour Sessions per 40 Attendees

\$5,000

*Discover how MSB can help you achieve your goals with our comprehensive range of services that cater to **every need.***

PROPOSAL

Date: 06/17/24
 District: Red Oak ISD

MSB Representative Jaime Callahan
 jcallahan@msbconnect.com
 737-349-1923

Sped Population

Individual ISD: 1,028
 Cooperative Total: 1,028
 Cooperative Cost Allocation: 100.00%

Special Education Medicaid Percentage 51.95%
 Number of Special Education Students 1,028
 Number of IEPs as of 06/17/24 534

SHARS Program Reimbursement
(estimated)

\$1,441,800.00

Proposal

FREQUENCY	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
One-Time	Implementation Fee	1	\$15,000.00	\$7,500
Annual	License Fee	1,028	(\$36) \$31,456.80	\$15,728 50%
Annual	Training Fee Package B: 10 Live Workshop	1	\$10,000.00	\$5,000
Annual	Administration Fee	1	\$20,000.00	\$10,000
Annual	Contingency Fee <i>Cost Report & MAC</i>	\$1,009,260.00 (estimated)	\$1,009,260.00	\$40,370.40
Annual	Reconciliation Fee	\$0.00	\$0.00	\$0.00
			One-Time	\$7,500
			Annual	\$71,099

Payment Date

Flat Fees: Within 30 days of contract signature

Contingency Fee: Within 30 days of payment

50% Discount on Flat Fees for 1st year

\$38,228 paid within 30 days of contract signature. Fee on Cost Report and MAC paid upon receipt of payment.

Signature: _____

CONFIDENTIALITY NOTICE: This message and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is only for the use of the individual or entity to which it was intended.
EXPIRATION: This proposal is good for a period of up to 30 days from the date of the proposal

Document Details

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Fingerprint	
Status	Draft

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