

**AGENDA OF RED OAK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING
Monday, June 16, 2025**

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, June 16, 2025 beginning at 7:00 PM at Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

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

1. CALL TO ORDER / ESTABLISH QUORUM
2. INVOCATION
3. PLEDGES OF ALLEGIANCE
4. RECOGNITIONS
 - A. Top Hawks
Brenda Sanford, Superintendent
 - B. Hawk Staff Spotlight
Brenda Sanford, Superintendent
5. SUPERINTENDENT'S REPORT
 - A. Career and Technical Education Update
Israel Cordero, Chief of Secondary Schools and Programs
 - B. Construction Update
Brent Stanford, Executive Director of Support Services
 - C. Discussion of Districtwide Intruder Detection Audit Report Findings
Phillip Prasifka, Chief of Police, Red Oak ISD Police Department
 - D. District Update
Brenda Sanford, Superintendent
6. OPEN FORUM 4
7. ACTION ITEMS
 - A. Consent Agenda
 1. Minutes from School Board Special Meeting on May 3, 2025 6
 2. Minutes from School Board Regular Meeting on May 12, 2025 8
 3. Minutes from School Board Special Meeting on May 20, 2025 14
 4. Payment of Current Bills Over \$50,000 17
 5. Budget Amendments 2024-2025 20
 6. Adjunct Faculty Agreement and Resolution Regarding
Extracurricular Status of 4-H Organization 24
 7. Designation of Non-Business Days for Purposes of Texas Public
Information Act 30
 8. Initiation of Design Phase for New Projects 32
 9. Prosperity Bank Account Information Update 33
 10. Purchase of Track and Field Equipment for Dr. Joy Shaw Middle
School 34
 11. Purchase of Weapons Detection Systems for Red Oak High School
and Dr. Joy Shaw Middle School 36
 12. Renewal of Student / Athletic Accident Insurance 37
 13. Shared Service Agreement with the Mesquite Regional Day School
Program for the Deaf 40

14.	Texas State Technical College (TSTC) Interlocal Cooperation Contract	63
15.	Texas State Technical College (TSTC) Lease Agreement	69
16.	Texas State Technical College (TSTC) Interlocal Cooperation Contract for Police Services	82
B.	Consideration and Approval of 2025 Bond Project - Elementary Playgrounds Brent Stanford, Executive Director of Support Services and Julie Phillips, Director of Purchasing	87
C.	Consideration and Approval of District Property and Casualty Quotes for Insurance Renewal Julie Phillips, Director of Purchasing	103
D.	Consideration and Approval of 2025-2026 Fiscal Year Budget Dr. Bill Johnston, Chief Financial Officer	107
E.	Consideration and Approval of 2025-2026 Accelerated Instruction Budget Dr. Bill Johnston, Chief Financial Officer	114
F.	Consideration and Approval to Adopt an Order Authorizing the Issuance of Unlimited Tax Bonds, Establishing Sale Parameters, Authorizing the Execution of a Bond Purchase Agreement and an Escrow Agreement; Approving an Official Statement; and Enacting Other Provisions Relating to the Subject Dr. Bill Johnston, Chief Financial Officer	115
G.	Consideration and Approval of Board Endorsement of TASB Director Candidates Melanie Petersen, Board President	147
H.	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	150
I.	Consideration and Approval of Purchase of Advanced Placement Textbook Resources Lynn Dockery, Director of Curriculum and Instruction	156
J.	Consideration and Approval of Purchase of i-Ready Materials Megan Corns, Chief Technology Officer	165
K.	Consideration and Approval of Renewal of Canvas Laura Kelly, Director of Instructional Technology and Josh Crutchfield, Director of Information Technology	176
L.	Consideration and Approval of Red Oak Middle School Roof Repair Brent Stanford, Executive Director of Support Services	180
8.	INFORMATION ITEMS	
A.	Finance Report	183
B.	Purchasing Cooperatives - Annual Report	191
9.	CLOSED SESSION	
A.	Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.	
B.	Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.	
C.	Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.	

- D. Texas Government Code 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; 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.
 - 1. District Vulnerability Assessment Report
 - F. Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
 - G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
 - H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
 - I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
 - J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.
10. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION
11. ADJOURNMENT

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

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

This notice was posted in compliance with the Open Meetings Act on June 12, 2025 at 4:00 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 Cristi Watts, Executive Director of Student Services, for student issues, and Michelle Ailara, Deputy Superintendent, 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
Saturday, May 3, 2025**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Saturday, May 3, 2025, beginning at 7:00 PM at the Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

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

The Red Oak ISD School Board met at the Red Oak ISD Education Service Center and the presiding officer, 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; Michelle Porter, Secretary; John Anderson; and Sean Kelly.

The following Board members were absent: Donna Knight, Johnny Knight, and Brian Sebring.

2. INVOCATION

Mr. Anderson led the invocation.

3. PLEDGES OF ALLEGIANCE

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

4. OPEN FORUM

No one spoke in Open Forum.

5. REVIEW INITIAL BOND ELECTION RESULTS AS THEY BECOME AVAILABLE

The Board entered into an election watch for the results of the Red Oak ISD Bond Election held on May 3, 2025.

6. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 8:51 p.m.

Melanie Petersen, Board President

Sean Kelly, Board Secretary

**MINUTES OF THE
RED OAK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING
Monday, May 12, 2025**

A Regular Meeting of the Board of Trustees of Red Oak ISD was held Monday, May 12, 2025, beginning at 6:00 PM at Red Oak High School Performing Arts Center, 220 South SH 342, Red Oak, TX 75154.

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 6:00 p.m.

The Red Oak ISD School Board met at the Red Oak High School Performing Arts 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; John Anderson; Sean Kelly; and Donna Knight.

The following Board member was absent: Brian Sebring.

2. INVOCATION

Mr. John Anderson led the invocation.

3. PLEDGES OF ALLEGIANCE

The Red Oak High School Student Council Officers led the Pledges of Allegiance to the American and Texas flags.

4. ACTION ITEMS

- A. Canvass May 3, 2025 Red Oak Independent School District Bond Election
Melanie Petersen, Board President

Canvassing of the May 3, 2025 Red Oak ISD Bond Election was conducted. Ms. Petersen read the Summary of Precinct Returns with Mr. Knight confirming with the Ellis County Administrator's Election Results as follows: Prop A (For-1,503 and Against-980); Prop B (For-1,372 and Against-1,100); and Prop C (For-1,372 and Against-1,102).

Mr. Knight made a motion that the Board approve the canvassing of the Election Returns for the Red Oak ISD Bond Election held on May 3, 2025 as presented by Ms. Petersen, along with the Certificate of Board Secretary.

5. NON-ACTION ITEMS

- A. Issuance of Certificates of Election
Melanie Petersen, Board President

Ms. Petersen read the Certificate of Election of Donna Knight as Red Oak ISD School Board Trustee.

- B. Statement of Elected Board Members and Swearing In of Newly Elected Board Members - Oath of Office of Elected Board Members
Melanie Petersen, Board President

Debbie Temple, Notary Public, administered the Statement of Elected Officer and Oath of Office to Donna Knight. Mr. Sebring was sworn in at an earlier date due to being out of town on the night of the meeting.

6. ACTION ITEM

- A. Election of Red Oak Independent School District School Board Officers for 2025-2026

1. President

Melanie Petersen was nominated for President by Mr. Knight and seconded by Mr. Anderson. There were no further nominations and Ms. Petersen was elected as President by a vote of 6 – 0.

2. Vice President

Brian Sebring was nominated for Vice President by Ms. Porter. There was no second. Johnny Knight was nominated for Vice President by Ms. Petersen and seconded by Donna Knight. Mr. Knight was elected as Vice President by a vote of 6 – 0.

3. Secretary

Michelle Porter was nominated for Secretary by Ms. Petersen and seconded by Mr. Knight. There were no further nominations and Ms. Porter was elected Secretary by a vote of 6 – 0.

7. RECOGNITIONS

Ms. Sanford and the Board recognized the following groups:

- A. Community Partner Academy
Karen Anderson, Executive Director of the Red Oak ISD Education Foundation
- B. National Math Stars
Jennifer Riddle, Elementary Math and Science Coordinator
- C. Red Oak High School Boys Basketball Team
Chris Davis, Head Boys Basketball Coach
- D. Red Oak High School Baseball Team
Kyle Spurgin, Head Baseball Coach
- E. Red Oak High School Boys Soccer
Oscar Lewis, Head Boys Soccer Coach
- F. Red Oak High School Girls Soccer Team
Adam Prachyl, Head Girls Soccer Coach
- G. Red Oak High School Powerlifting Team
Jacob Pierson, Powerlifting Coach
- H. Red Oak High School Boys and Girls Track and Field Teams
Johnny Johnson, Head Track Coach
- I. Red Oak High School Choir
Jason Nitsch, Director of Fine Arts
- J. Red Oak High School Band
Jason Nitsch, Director of Fine Arts
- K. Red Oak High School Hawkettes
Jason Nitsch, Director of Fine Arts
- L. Red Oak High School Theatre
Jason Nitsch, Director of Fine Arts

8. SUPERINTENDENT'S REPORT

- A. Red Oak High School Student Council Annual Report
Angela Thomas, Sponsor - Red Oak High School Student Council

Ms. Thomas, Sponsor of the Red Oak High School Student Council, and Student Council Officers gave a presentation to show their various projects and accomplishments during the 2024-2025 school year.

- B. Budget Update
Dr. Bill Johnston, Chief Financial Officer

Dr. Johnston gave a budget update that included the 2025-2026 Budget Calendar; 2025-2026 Budget Development; Legislative Changes; Discussion on Property Values; and Next Steps.

- C. District Update
Brenda Sanford, Superintendent

Red Oak ISD has been honored as one of the “Best Communities for Music Education” by the National Association of Music Merchants, marking the 10th time ROISD has received this prestigious recognition.

This award, presented by The NAMM Foundation, celebrates school districts that demonstrate outstanding commitment to music education. It highlights the ongoing dedication to providing all students with access to high-quality music programs as part of a well-rounded education.

The next Mobile Food Pantry will be on Thursday, May 15th, at 4 p.m., here at the ESC.

Coffee Talk with the Superintendent will take place on Wednesday, June 4th, at 7:45 a.m.

The next Regular Board Meeting is scheduled for Monday, June 16th, at 7:00 p.m.

The Red Oak High School graduation will be held on Thursday, May 29th, at 4:00 p.m. at the Mansfield ISD Performing Arts Center.

9. OPEN FORUM

No one spoke in Open Forum.

10. ACTION ITEMS

A. Consent Agenda

1. Minutes from School Board Regular Meeting on April 28, 2024
2. Payment of Current Bills Over \$50,000
3. Audit Engagement Letter for 2024-2025
4. Budget Amendments 2024-2025
5. Purchase of Administrative and Instructional Staff Office Furniture for Dr. Joy Shaw Middle School
6. Purchase of Interactive Flat Panels for Dr. Joy Shaw Middle School
7. Purchase of Technology Devices for Dr. Joy Shaw Middle School

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

B. Consideration and Approval of Method of Procurement for 2025 Bond Projects
Bill Johnston, Chief Financial Officer and Julie Phillips, Director of Purchasing

Mr. Knight made a motion that the Board adopt the resolution to declare the

Construction Manager At-Risk, Two-Step Process, as the construction delivery method and other required action for the following five projects as presented:

1. **New Career & Technical Education (CTE) Building with Cafeteria**
2. **New Elementary School-Harmony Way**
3. **ROHS Practice Gym Addition**
4. **Sub-Varsity Athletic Venue**
5. **Goodloe Stadium Renovations**

Ms. Knight seconded the motion. The motion passed 6 – 0.

11. INFORMATION ITEMS

- A. Enrollment Report
- B. Finance Report

12. CLOSED SESSION

The Board convened into Closed Session at 7:43 p.m.

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

J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.

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

The Board reconvened back into Open Session at 11:20 p.m.

Mr. Knight made a motion to accept the Superintendent's contract and evaluation as presented. Ms. Knight seconded the motion. The motion passed 6 – 0.

14. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 11:21 p.m.

Melanie Petersen, Board President

Sean Kelly, Board Secretary

**MINUTES OF THE
RED OAK INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES SPECIAL MEETING
Tuesday, May 20, 2025**

A Special Meeting of the Board of Trustees of Red Oak ISD was held Tuesday, May 20, 2025, 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; Sean Kelly; Donna Knight; and Brian Sebring.

The following Board member was absent: John Anderson.

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. OPEN FORUM

No one spoke in Open Forum.

5. ACTION ITEM

- A. Consideration and Approval of Resignation of Place 6 Trustee Michelle Porter
Melanie Petersen, Board President

Mr. Sebring made the motion to accept the resignation of Place 6 Trustee Michelle Porter. Ms. Knight seconded the motion. The motion passed 6 – 0.

6. CLOSED SESSION

The Board convened into Closed Session at 6:33 p.m.

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

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

The Board reconvened back into Open Session at 7:09 p.m.

8. ACTION ITEMS

- A. Consideration and Approval of Appointment of Candidate to Fill the Unexpired Term of Place 6 Until the Next General Election
Melanie Petersen, Board President

Mr. Knight made a motion that the Board appoint Donny Lutrick to fill the unexpired term on the Board of Trustees for Red Oak ISD – Place 6, due to the vacancy created by the resignation of Michelle Porter, until the next election in May 2026, effective upon the swearing in of Mr. Lutrick. Mr. Sebring seconded

the motion. The motion passed 5 – 0.

- B. Election of Red Oak Independent School District School Board Secretary for 2025-2026
Melanie Petersen, Board President

Sean Kelly was nominated for Secretary by Ms. Petersen and seconded by Mr. Knight. There were no further nominations and Mr. Kelly was elected as Secretary by a vote of 5 – 0.

9. ADJOURNMENT

As there was no further business or action to be taken, the meeting adjourned at 7:11 p.m.

Melanie Petersen, Board President

Sean Kelly, Board Secretary

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
231956	SHELL ENERGY SOLUTIO	23,218.39	199 E 51 6259 02 001 0 99 000
231956	SHELL ENERGY SOLUTIO	14,982.20	199 E 51 6259 02 041 0 99 000
231956	SHELL ENERGY SOLUTIO	6,870.90	199 E 51 6259 02 101 0 99 000
231956	SHELL ENERGY SOLUTIO	3,638.87	199 E 51 6259 02 102 0 99 000
231956	SHELL ENERGY SOLUTIO	3,081.08	199 E 51 6259 02 103 0 99 000
231956	SHELL ENERGY SOLUTIO	4,523.77	199 E 51 6259 02 105 0 99 000
231956	SHELL ENERGY SOLUTIO	3,081.99	199 E 51 6259 02 999 0 99 000
231956	SHELL ENERGY SOLUTIO	5,238.87	198 E 51 6259 02 999 0 99 000
231956	SHELL ENERGY SOLUTIO	1,635.93	199 E 51 6259 02 870 0 99 000
231956	SHELL ENERGY SOLUTIO	503.70	199 E 51 6259 02 996 0 99 000
231956	SHELL ENERGY SOLUTIO	1,306.99	199 E 51 6259 02 995 0 99 000
231956	SHELL ENERGY SOLUTIO	1,613.10	199 E 51 6259 02 001 0 22 000
		69,695.79	Totals for 231956
		69,695.79	Totals for checks

CHECK			ACCOUNT									
NUMBER	VENDOR		AMOUNT	NUMBER								
19463	LABATT	FOOD SERVICE	5,492.33	240	E	35	6341	00	001	0	99	000
19463	LABATT	FOOD SERVICE	887.92	240	E	35	6342	00	001	0	99	000
19463	LABATT	FOOD SERVICE	1,111.36	240	E	35	6341	00	001	0	99	000
19463	LABATT	FOOD SERVICE	122.64	240	E	35	6341	00	001	0	99	000
19463	LABATT	FOOD SERVICE	55.16	240	E	35	6341	00	041	0	99	000
19463	LABATT	FOOD SERVICE	7,887.76	240	E	35	6341	00	041	0	99	000
19463	LABATT	FOOD SERVICE	533.56	240	E	35	6342	00	041	0	99	000
19463	LABATT	FOOD SERVICE	68.52	240	E	35	6341	00	041	0	99	000
19463	LABATT	FOOD SERVICE	40.98	240	E	35	6342	00	041	0	99	000
19463	LABATT	FOOD SERVICE	3,423.16	240	E	35	6341	00	041	0	99	000
19463	LABATT	FOOD SERVICE	130.58	240	E	35	6342	00	041	0	99	000
19463	LABATT	FOOD SERVICE	4,333.47	240	E	35	6341	00	101	0	99	000
19463	LABATT	FOOD SERVICE	476.89	240	E	35	6342	00	101	0	99	000
19463	LABATT	FOOD SERVICE	42.49	240	E	35	6341	00	102	0	99	000
19463	LABATT	FOOD SERVICE	4,006.53	240	E	35	6341	00	102	0	99	000
19463	LABATT	FOOD SERVICE	227.56	240	E	35	6342	00	102	0	99	000
19463	LABATT	FOOD SERVICE	4,317.47	240	E	35	6341	00	103	0	99	000
19463	LABATT	FOOD SERVICE	294.45	240	E	35	6342	00	103	0	99	000
19463	LABATT	FOOD SERVICE	7,079.46	240	E	35	6341	00	105	0	99	000
19463	LABATT	FOOD SERVICE	641.34	240	E	35	6342	00	105	0	99	000
19463	LABATT	FOOD SERVICE	8,841.94	240	E	35	6341	00	107	0	99	000
19463	LABATT	FOOD SERVICE	622.09	240	E	35	6342	00	107	0	99	000
19463	LABATT	FOOD SERVICE	185.68	240	E	35	6342	01	001	0	99	000
19463	LABATT	FOOD SERVICE	7,645.86	240	E	35	6341	00	001	0	99	000
19463	LABATT	FOOD SERVICE	590.59	240	E	35	6342	00	001	0	99	000
19463	LABATT	FOOD SERVICE	111.21	240	E	35	6341	00	001	0	99	000
19463	LABATT	FOOD SERVICE	204.04	240	E	35	6341	00	001	0	99	000
19463	LABATT	FOOD SERVICE	183.82	240	E	35	6342	00	001	0	99	000
19463	LABATT	FOOD SERVICE	6,439.67	240	E	35	6341	00	041	0	99	000
19463	LABATT	FOOD SERVICE	713.99	240	E	35	6342	00	041	0	99	000
19463	LABATT	FOOD SERVICE	3,848.28	240	E	35	6341	00	041	0	99	000
19463	LABATT	FOOD SERVICE	348.53	240	E	35	6342	00	041	0	99	000
19463	LABATT	FOOD SERVICE	44.49	240	E	35	6341	00	041	0	99	000
19463	LABATT	FOOD SERVICE	70.67	240	E	35	6342	00	041	0	99	000
19463	LABATT	FOOD SERVICE	3,277.13	240	E	35	6341	00	101	0	99	000
19463	LABATT	FOOD SERVICE	492.62	240	E	35	6342	00	101	0	99	000
19463	LABATT	FOOD SERVICE	2,995.39	240	E	35	6341	00	102	0	99	000
19463	LABATT	FOOD SERVICE	430.73	240	E	35	6342	00	102	0	99	000
19463	LABATT	FOOD SERVICE	85.59	240	E	35	6341	00	102	0	99	000
19463	LABATT	FOOD SERVICE	20.02	240	E	35	6342	00	102	0	99	000
19463	LABATT	FOOD SERVICE	4,461.20	240	E	35	6341	00	103	0	99	000
19463	LABATT	FOOD SERVICE	228.36	240	E	35	6342	00	103	0	99	000
19463	LABATT	FOOD SERVICE	422.58	240	E	35	6341	00	105	0	99	000
19463	LABATT	FOOD SERVICE	2,971.25	240	E	35	6341	00	105	0	99	000
19463	LABATT	FOOD SERVICE	446.12	240	E	35	6342	00	105	0	99	000
19463	LABATT	FOOD SERVICE	2,923.39	240	E	35	6341	00	107	0	99	000
19463	LABATT	FOOD SERVICE	778.70	240	E	35	6342	00	107	0	99	000
19463	LABATT	FOOD SERVICE	3,480.00	240	E	35	6341	00	999	0	99	000
			94,037.57	Totals for 19463								

94,037.57 Totals for checks

CHECK		ACCOUNT			
NUMBER	VENDOR	AMOUNT	NUMBER		
12167	CORYELL ROOFING & CO	435,451.00	699 E 51 6629 34 999 0 99 000		
		435,451.00	Totals for 12167		
12172	SUPERIOR FIBER & DAT	233,179.61	650 E 81 6629 00 999 0 99 000		
		233,179.61	Totals for 12172		
12176	TARPLEY MUSIC COMPAN	38,018.00	650 E 81 6629 00 999 0 99 FFE		
12176	TARPLEY MUSIC COMPAN	18,160.00	650 E 81 6629 00 999 0 99 FFE		
12176	TARPLEY MUSIC COMPAN	26,000.00	650 E 81 6629 00 999 0 99 FFE		
12176	TARPLEY MUSIC COMPAN	21,760.00	650 E 81 6629 00 999 0 99 FFE		
12176	TARPLEY MUSIC COMPAN	106,590.00	650 E 81 6629 00 999 0 99 FFE		
		210,528.00	Totals for 12176		
12178	CORYELL ROOFING & CO	69,523.86	699 E 51 6629 34 999 0 99 000		
12178	CORYELL ROOFING & CO	77,202.96	699 E 51 6629 34 999 0 99 000		
12178	CORYELL ROOFING & CO	77,202.94	699 E 51 6629 34 999 0 99 000		
		223,929.76	Totals for 12178		
12188	TARPLEY MUSIC COMPAN	82,330.00	650 E 81 6629 00 999 0 99 FFE		
		82,330.00	Totals for 12188		
		1,185,418.37	Totals for checks		

Budget Amendments 2024-2025

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Teresa Simpson, CPA, Director of Accounting

Background Information:

The legal framework for budget development in Texas school districts is established in Sections 44.002 through 44.006 of the Texas Education Code. The Texas Education Code requires Board approval of the budget for the General Operating, Debt Service, and Food Service Funds. Additionally, Board Policy CE (Local) requires amendments whenever there is a change in any one of the functional spending categories, revenue object accounts, or other resources. The attached amendments ensure compliance with both state and local regulations.

The General Fund amendment primarily includes an increase in function 41 to allow for the writing off of prior year food service balances and an increase in function 36 to cover non-UIL athletic and fine arts transportation costs. The remaining function amendments are transfers between functions due to account code changes and department requirements.

There also is a Food Service Fund amendment which increases the federal program revenue to reflect the amount received.

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

<u>Description</u>	<u>Function</u>	<u>Amount</u>
	11 – Instruction	\$ (281,832)
	13 – Curriculum and Instructional Staff Develop.	(158,278)
	21 – Instructional Leadership	58,818
	23 – School Leadership	761
	31 – Guidance, Counseling and Evaluation Services	59,000
	36 – Cocurricular/Extracurricular	216,531
	41 – General Administration	185,000
	52 – Security and Monitoring Services	(50,000)
	61 – Community Services	(100,000)
	95 – Payments to Fiscal Agent	10,000
	99 – Other Intergovernmental Charges	<u>60,000</u>
	Net Changes to Expenditures	\$ 0

Reallocated Food Service Budget (Fund 240) (Increase to Revenue and Fund Balance)

<u>Description</u>	<u>Function</u>	<u>Amount</u>
	00 – Federal Program Revenue	\$ 595,000

Fiscal Implications:

For the General Fund, there are no net fiscal implications.

For the Food Service Fund, there is an increase in revenues and fund balance.

Considerations:

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

Food Service amendment reflects an increase in revenue received.

Recommendation:

The Administration recommends that the Board approve the amendments to the 2024-2025 budgets as presented.

**Red Oak Independent School District
General Operating Budget
Amended Budget as of June 16, 2025**

	Operating Amended Budget May 12, 2025	Amendments Increase/ (Decrease)	Proposed Amended Budget June 16, 2025
Revenues:			
Local, Intermediate, Other	\$ 2,832,500	\$ -	\$ 2,832,500
Local, Property Taxes	29,721,028	-	29,721,028
State Program Revenues	42,600,887	-	42,600,887
Federal Program Revenues	1,600,000	-	1,600,000
Total Revenues	\$ 76,754,415	\$ -	\$ 76,754,415
Expenditures			
Instruction	\$ 38,562,300	\$ (281,832)	\$ 38,280,468
Instructional Resources and Media Services	920,836		920,836
Curriculum and Instructional Staff Development	2,529,941	(158,278)	2,371,663
Instructional Leadership	777,159	58,818	835,977
School Leadership	4,974,654	761	4,975,415
Guidance, Counseling and Evaluation Services	3,958,864	59,000	4,017,864
Social Work Services	202,029		202,029
Health Services	1,038,878		1,038,878
Student Transportation	3,442,777		3,442,777
Cocurricular/Extracurricular Activities	2,470,734	216,531	2,687,265
General Administration	3,262,849	185,000	3,447,849
Plant Maintenance and Operations	8,073,007		8,073,007
Security and Monitoring Services	1,758,432	(50,000)	1,708,432
Data Processing Services	2,000,534		2,000,534
Community Services	1,958,671	(100,000)	1,858,671
Debt Service	448,750		448,750
Facilities Acquisition and Construction	-		-
Payments to Fiscal Agent	25,000	10,000	35,000
Other Intergovernmental Charges	349,000	60,000	409,000
Total Expenditures	\$ 76,754,415	\$ -	\$ 76,754,415
Other Sources (Uses)			
Other Sources	-		-
Excess (Deficiency) of Revenues Over Expenditures	\$ -	\$ -	\$ -

**Red Oak Independent School District
Student Nutrition Budget
Amended Budget as of June 16, 2025**

	Food Service Fund May 12, 2025	Amendments Increase/ (Decrease)	Food Service Fund June 16, 2025
Revenues:			
Local, Intermediate, Other	\$ 477,472		\$ 477,472
State Program Revenues	62,500	-	62,500
Federal Program Revenues	2,868,000	595,000	3,463,000
Total Revenues	<u>\$ 3,407,972</u>	<u>\$ 595,000</u>	<u>\$ 4,002,972</u>
Expenditures			
Instruction	\$ -		\$ -
Instructional Resources and Media Services	-		-
Curriculum and Instructional Staff Development	-		-
Instructional Leadership	-		-
School Leadership	-		-
Guidance, Counseling and Evaluation Services	-		-
Health Services	-		-
Student Transportation	-		-
Food Services	5,087,972		5,087,972
Cocurricular/Extracurricular Activities	-		-
General Administration	-		-
Plant Maintenance and Operations	-		-
Security and Monitoring Services	-		-
Data Processing Services	-		-
Community Services	-		-
Debt Service	-		-
Facilities Acquisition and Construction	-	-	-
Payments to Fiscal Agent	-		-
Total Expenditures	<u>\$ 5,087,972</u>	<u>\$ -</u>	<u>\$ 5,087,972</u>
Other Sources (Uses)			
Operating Transfers In (Other Uses)			\$ -
Excess (Deficiency) of Revenues Over Expenditures	<u>\$ (1,680,000)</u>	<u>\$ 595,000</u>	<u>\$ (1,085,000)</u>

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

May 9, 2025

Brenda Sanford
Red Oak Independent School
District
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 Independent School District. 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,

**Sidney Atchley**

County Extension Agent
4-H & Youth Development

Attachment: Resolution for Extracurricular Status of 4-H Organization

ADJUNCT FACULTY REQUEST

Cover Letter requesting Adjunct Faculty Status

ELLIS COUNTY EXTENSION SERVICE

May 9, 2025

*Brenda Sanford
Red Oak Independent School
District
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 Independent School District.

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 Independent School District 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.



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 ²⁶

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 Independent School District, 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 Independent School District.

Upon consideration and vote of _____ in favor, _____ is hereby named as adjunct faculty member(s) of the Red Oak Independent School District 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
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 Independent School District.
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 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 Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 20__.

Red Oak Independent School District

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 Independent School District

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

Designation of Non-Business Days for Purposes of the Texas Public Information Act

Presented for:

Board Action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Beth Trimble, Chief Communications Officer

Background Information:

In 2023, the Texas Legislature passed HB3033 which amends Chapter 552 of the Texas Government Code (Texas Public Information Act) by adding section 552.0031. The statute took effect on September 1, 2023, and clarifies business days, while also requiring the establishment of non-business days under the Texas Public Information Act.

The new statute defines ‘business day’ as a day other than a Saturday or Sunday, a national holiday, or a state holiday. Additionally, the new rule requires a government body to identify no more than 10 days each calendar year that the governmental body’s administrative offices are closed or operating with minimum staffing, as non-business days.

Fiscal Implications:

None

Administrative Recommendation:

The administration recommends that the Board approve the TPIA Non-business Day Calendar for the 2026 calendar year, January 1, 2026-December 31, 2026.

In 2023, the Texas Legislature passed HB3033 which amends Chapter 552 of the Texas Government Code (Texas Public Information Act) by adding section 552.0031. The statute took effect on September 1, 2023, and clarifies business days, while also requiring the establishment of non-business days under the Texas Public Information Act.

The new statute defines ‘business day’ as a day other than a Saturday or Sunday, a national holiday, or a state holiday. Additionally, the new rule requires a government body to identify no more than 10 days each calendar year that the governmental body’s administrative offices are closed or operating with minimum staffing, as non-business days.

The administration recommends the following TPIA Non-Business Day Calendar for the 2026 calendar year, January 1, 2026-December 31, 2026.

2026 Calendar Year - January 1-December 31, 2026

1. Friday, January 2
2. Monday, March 9
3. Tuesday, March 10
4. Wednesday, June 24
5. Thursday, June 25
6. Friday, June 26
7. Monday, June 29
8. Monday, November 23
9. Tuesday, November 24
10. Monday, December 28

The recognized list of national and state holidays is identified in Texas Government Code 662.003. The Friday before or Monday after a national or state holiday is not a business day for the governmental body if the holiday occurs on a Saturday or Sunday and the governmental body observes that day on that Friday or Monday.

National Holidays

1. The 1st day of January
2. The third Monday in January
3. The third Monday in February
4. The last Monday in May
5. The 19th day of June
6. The 4th day of July
7. The first Monday in September
8. The 11th day of November
9. The fourth Thursday in November
10. The 25th day of December

State of Texas Holidays

1. The 19th day in January
2. The 2nd day of March
3. The 21st day of April
4. The 27th day of August
5. The Friday after Thanksgiving Day
6. The 24th day of December
7. The 26th day of December

Initiation of Design Phase for New Projects

Presented for:

Board Action X Report/Review Only

Supporting documents:

None X Attached Provided Later

Contact Person:

Dr. Bill Johnston, CPA, Chief Financial Officer
Brent Standford, Executive Director of Support Services

Background Information:

With the May 2025 Bond propositions passing and the goal to issue bonds in August to be able to benefit from the new Interest and Sinking (I&S) Hold Harmless relating to the potential increase in the homestead exemptions, the District is moving forward with starting the construction projects contained in the Bond Propositions.

The normal timeline for the design and construction of new school building projects is around 24 months. One way to shorten this timeline and the additional costs that might be incurred due to the projected cost escalation is to begin the design phase prior to the selling of the Bonds. The goal is to have all of the construction projects completed by August 2027.

Corgan is developing scenarios and projected costs for the construction of the new CTE building, the new elementary school, the High School practice gym and High School renovations, the sub-varsity athletic venue upgrades and the Goodloe Stadium renovations.

Fiscal Implications:

By moving up the design phase of the project, a portion of the architect and engineering fees might be incurred and paid prior to the sale of the Series 2025 Bonds. Any costs incurred prior to the sale of the bonds will be funded from existing capital project funds and then repaid when the bonds are sold.

Administrative Recommendation:

Administration recommends the School Board approve the initiation of the design phase of the five (5) construction projects to be overseen by Corgan and grant the Superintendent and/or designee authority to sign the appropriate documents to begin the process.

Removal and Addition of Authorized Signers for Prosperity Bank Accounts

Presented for:

Board Action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Dr. Bill Johnston, CPA, Chief Financial Officer

Background Information:

Historically, the Board President and Board Secretary have served as the authorized bank account signers at Prosperity Bank. However, due to the annual election of new school board members and officers, the authorized signers have required updating each year.

To establish a more consistent approach, Administration proposes changing the authorized bank account signers at Prosperity Bank from Board Officers to the Superintendent and the Chief Financial Officer.

Fiscal Implications:

None

Administrative Recommendation:

Administration recommends that the Board approve the removal of Melanie Petersen and Michelle Porter and the addition of Brenda Sanford and William Johnston as the authorized signers for Prosperity Bank accounts.

Dr. Joy Shaw Middle School-Track and Field Equipment and Supplies

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Chris Anderson, Athletic Director
Julie Phillips, Director of Purchasing
Dr. Bill Johnston, Chief Financial Officer

Background Information:

In order to reduce overall costs, Red Oak ISD chose to purchase all of the needed equipment for Dr. Joy Shaw Middle School independently. In compliance with Texas Education Code 44.031(a) and Board policy, quotes were obtained from the following vendors for track and field supplies and equipment:

Midwest Sporting Goods
BSN Sports
Game One

The quote from Midwest Sporting Goods, being the lowest of the three, was determined to be the best value proposal for the District.

Fiscal Implications:

The equipment and supplies will be funded from bond funds.

Administrative Recommendation:

Administration recommends the Board approve the purchase of track and field supplies and equipment from Midwest Sporting Goods in the amount of \$80,518.60 using contract EPCNT/BURLESON ISD 2324-08.

Date _____

Quote

SALES REP: **Kelly Berglund**

Customer ID REDO05



Customer Red ISD

Ship To

Contact _____

Customer Red Oak Shaw MS

Sport _____

Contact Chris Anderson

Address _____

Sport Track

City, State, Zip _____

Ship Via Ground

Address _____

Phone _____

City, ST, Zip _____

Email _____

Customer PO # _____

MW Item Code	Mfg Part Number	Vendor	Qty	Item Description	Drop Ship This Item	Cost	Unit Price	Total Price
			5	Agility Ladders	<input type="checkbox"/> Drop Ship		\$ 32.00	\$160.00
			24	Aluminum Batons	<input type="checkbox"/> Drop Ship		\$ 4.95	\$118.80
			10	6lb Cast Iron Shot Put-Girls	<input type="checkbox"/> Drop Ship		\$ 33.00	\$330.00
			10	4kg Cast Iron Shot Put-Boys	<input type="checkbox"/> Drop Ship		\$ 33.00	\$330.00
			15	Ultrak 495 Split Stop Watch	<input type="checkbox"/> Drop Ship		\$ 39.95	\$599.25
			4	Elastic Cross Bar Bungee	<input type="checkbox"/> Drop Ship		\$ 28.95	\$115.80
			10	1K Competition Discus	<input type="checkbox"/> Drop Ship		\$ 24.95	\$249.50
			1	Blazer Pole Vault Landing System-cover,standards,base pads cross bar	<input type="checkbox"/> Drop Ship		\$ 22,880.00	\$22,880.00
			1	PV Cross Bar Set of 3	<input type="checkbox"/> Drop Ship		\$ 350.00	\$350.00
			1	Safety Vault Box Collar	<input type="checkbox"/> Drop Ship		\$ 715.00	\$715.00
			1	Stackhouse HJ Pit Value Pack-Cover,Standards,Cross Bar	<input type="checkbox"/> Drop Ship		\$ 8,125.00	\$8,125.00
			120	Blazer Elite Hurdles	<input type="checkbox"/> Drop Ship		\$ 158.00	\$18,960.00
			2	Pacer Vaulting Pole 10' 100lb	<input type="checkbox"/> Drop Ship		\$ 355.00	\$710.00
			2	Pacer Vaulting Pole 10'6" 120lb			\$ 375.00	\$750.00
			2	Pacer Vaulting Pole 11' 120lb			\$ 390.00	\$780.00
			2	Pacer Vaulting Pole 11' 140lb			\$ 390.00	\$780.00
			2	Pacer Vaulting Pole 11'6" 140lb			\$ 410.00	\$820.00
			2	Pacer Vaulting Pole 12' 140lb			\$ 430.00	\$860.00
			20	Pole Tips			\$ 17.00	\$340.00
			1	HJ Cross Bar set of 3			\$ 350.00	\$350.00
			12	Stackhouse Starting Blocks			\$ 150.00	\$1,800.00
			1	Starting Block Cart			\$ 735.00	\$735.00
			1	Discus Cage Ring			\$ 585.00	\$585.00
			1	Discus Cage 6 Pole Aluminum			\$ 3,855.00	\$3,855.00
			1	Shot Put Ring			\$ 310.00	\$310.00
			1	Shot Ring Toe Board			\$ 500.00	\$500.00
			30	8 1/2' Steel Barricades			\$ 155.00	\$4,650.00
			15	Shot Discus Carry Bag			\$ 14.95	\$224.25
			12	6" Mini Hurdles			\$ 7.50	\$90.00
			12	12" Mini Hurdles			\$ 9.50	\$114.00
			1	Field Paint Striper			\$ 240.00	\$240.00
			4	Case of 12 Paint			\$ 92.00	\$368.00
			1	Mini Bleacher			\$ 1,397.00	\$1,397.00
			12	200' Measuring Tapes			\$ 45.00	\$540.00
			1	Track Equipment Cart			\$ 342.00	\$342.00
			2	Shot/Discus Marking Stake set of 12			\$ 54.00	\$108.00
			6	42" Field Rake			\$ 98.00	\$588.00
			1	20' x 10' Canopy			\$ 1,056.00	\$1,056.00
			6	Relay Flag Sets	<input type="checkbox"/> Drop Ship		\$ 15.50	\$93.00

Special Instructions: The customer is responsible for the return of unused merchandise within 30 days of the date listed on this sales order. Items returned after 30 days will not receive credit.	Subtotal	\$75,918.60
	Freight	\$4,600.00
	Tax	
	Total	\$80,518.60

Weapons Detection Systems-Red Oak High School & Dr. Joy Shaw Middle School

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Israel Cordero, Chief Director of Secondary Programs
Julie Phillips, Director of Purchasing
Dr. Bill Johnston, Chief Financial Officer

Background Information:

To enhance campus security, Red Oak ISD is planning to invest in weapons detection screening systems.

Proposals were received from the following vendors:

- Communication Technologies
- Next Gen Security

The Opengate products offered are highly portable, requiring no installation and minimal setup, making them immediately ready for use. Their adaptable design supports both indoor and outdoor operations, even in challenging weather conditions such as rain or direct sunlight. These systems are engineered to maintain efficiency across various environments while ensuring reliable security screening.

The exceptional portability allows for quick relocation, making Opengate an optimal choice for situations where security checkpoints must be cleared of obstructions after use. Additionally, detection and signaling parameters can be easily customized via the OPENGATE app, accessible on smartphones and tablets.

Considering both functionality and cost-effectiveness, the Communication Technologies solution presents the **best value** for the District.

Fiscal Implications:

The services and related equipment will be funded from bond funds.

Administrative Recommendation:

Administration recommends the Board approve the purchase of OPENGATE Concealed Weapons Detection systems in the amount of \$253,291.22, using TIPS contract 220105.

APPLICATION FOR STUDENT/ATHLETIC ACCIDENT INSURANCE GRADES PK-12



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

**2 YEAR RATE
 GUARANTEE**



SCHOOL/DISTRICT INFORMATION

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

DATE INFORMATION Effective Date 07/01/2025 Termination Date 06/30/2026
 _____ 1st Day of School _____ Last Day of School _____ 1st Day of Football Practice

SCHOOLS THAT PROVIDE COVERAGE ON A GROUP BASIS

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

SCHOOLS THAT OFFER COVERAGE ON A VOLUNTARY BASIS

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

It is agreed and understood that: (**applies only to voluntary coverages**)
 a. The school will offer coverage to all students in the school system.
 b. Voluntary Sports and UIL Activities Coverage are available only if the school installs the Voluntary or Group Student Coverage.
 c. A School Official will complete the School's section of each claim form for school related injuries.
 d. **Only one student accident plan will be offered by the district.**

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

Applied for by:

Print Name of School Official Phone Number E-mail Address

Signature of School Official Title Date

Agent Signature: _____ Telephone# _____

Administered by:
STUDENT ASSURANCE SERVICES
 Stillwater, Minnesota



ZURICH®

2025 Enrollment Form for Catastrophic Coverage

Underwritten by Zurich

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

Participant Information:

Name of Participating School or District: **Red Oak ISD**

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

Number of Schools Junior High: **1** Senior High: **1**

Estimated Number of Students Grades K-8: _____ Grades 9-12: _____

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

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

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

Benefits:

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

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

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

Rates: See

Premium: Total Premium: **\$ 1,560**

Requested Effective Date:

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

07 / **01** / **2025**
Month Day Year

Approval for Enrollment:

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

Officer's Name (print): _____ Signature: _____

Title (print): _____ Date: _____

General Statement:

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

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 has placed two student in the RDSPD for 25-26 school year. The tuition/services cost is approximately \$18,000 each for two students.

Administrative Recommendation:

The 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.

A | R | B | H

ABERNATHY ROEDER
BOYD HULLETT

EST. 1876

Chad Timmons
ctimmons@abernathy-law.com

1700 Redbud Boulevard, Suite 300 | McKinney, Texas 75070-1210
Main: 214.544.4000 | Fax: 214.544.4044

March 10, 2025

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

Re: RDSPD SSA contract of the Mesquite Regional Day School Program for the Deaf

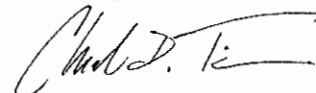
To Whom it may Concern:

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

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-mentioned procedures or with any applicable federal and state legal requirements.

Sincerely,



Chad Timmons

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
Wylie Independent School District

(each "Member Districts", "LEAs," or collectively the "Co-Op"), hereby agree to cooperatively operate their special education programs with currently available funds 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").

Texas Education Code Chapter 30, Subchapter D requires the Texas Education Agency ("TEA") to have a process of providing, on a statewide basis, a suitable education for students who are deaf or hard of hearing. Part of this process involves the establishment of regional day school programs for the deaf ("RDSPD") in each of the state's regions. Under 19 Texas Administrative Code ("TAC") §89.1080, all local educational agencies shall have access to RDSPDs. Local educational agencies include independent school districts and charter schools.

Member Districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby at least two (2) 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 thereby serving a critical mass of eligible students. 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 and is operated under the direction of a management board. All individuals providing services in accordance with the RDSPD are appropriately certified or licensed to perform the applicable services.

1.4 This Agreement complies with Section 1.3 of TEA's Financial Accountability System Resource Guide ("FASRG"). The special education program will be operated in compliance with applicable 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. Furthermore, in compliance with the requirements of Texas

Education Code §29.313, the TEA has supported the development of an RDSPD peer review process. LEAs that are part of this Agreement must participate in the peer review process at least every four years.

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 an ad 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 not from the Fiscal Agent district 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 District's Board of Trustees, 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 Fiscal Agent District and be subject to the personnel policies of the Fiscal Agent District. 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 District policy are within the authority of the RDSPD Coordinator with approval of appropriate Fiscal Agent District personnel.

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 a Mesquite RDSPD employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, Mesquite ISD.

4. Fiscal Agent – Mesquite ISD

4.1 Mesquite ISD shall serve as the Fiscal Agent District. 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 District 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 District shall provide accounting services, reports, and shall perform any other responsibilities required by Mesquite ISD policies.

4.3 The Fiscal Agent District 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 District will prepare and submit any reports or applications required of it by the TEA, federal or state law or RDSPD policy.

4.5 The Fiscal Agent District 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 shall maintain records for purposes of compliance with the Texas Public Information Act and applicable retention schedules. RDSPD's ability to serve the Member Districts' students will require the sharing of records. For this reason, the Member Districts designate RDSPD as a school official with a legitimate educational interest in the education records of students assigned. Similarly, RDSPD designates the Member Districts as "school officials" with a legitimate educational interest in the education records of their respective students. Confidentiality of the records maintained by the Member Districts and RDSPD will be maintained in accordance with the Family Educational Rights and Privacy Act ("FERPA") and will not be disclosed to any unauthorized third party, unless specifically allowed under FERPA.

4.7 The Fiscal Agent District 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.

4.8 The Fiscal Agent District 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 District 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 District status will become effective July 1.

5. Member Districts' General Obligations

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

5.2 The Member District agrees to notify the Fiscal Agent District of any ARD Committee meetings to be held at the Member District regarding a student who is served by RDSPD within a reasonable time, no later than five business days (according to the Member District's administration calendar) prior to the ARD committee meeting, unless waived in writing by both the Fiscal Agent District and the Member District, The Fiscal Agent District is authorized to send a representative to participate in the ARD Committee meeting.

5.3 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 student. Each Member District agrees to cooperate with the Fiscal Agent District 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, direct, indirect, or consultative services in the areas of Occupational Therapy, Physical Therapy, Orientation and Mobility, Augmentative Communication, and Assistive Technology. 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, Vision or Adaptive Physical Education will be provided for member districts that contract with Mesquite ISD for related services and be billed accordingly.

5.5 Member Districts will share the responsibility for enrolled deaf or hard of hearing students placed in Disciplinary Alternative Education Programs ("DAEP"). Education of full-time RDSPD students will be the responsibility of the Mesquite RDSPD. Transportation will be the responsibility of the Member 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 TEA prior to February 1st, as required. Upon delivery of such notice, the Member District'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 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.

The addition of new members or reconfiguration of this agreement may only take place by unanimous consent of current members, including the Fiscal Agent District. Any such reconfiguration may only be done by a 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.

Fiscal Practices

5.7 The Mesquite RDSPD will operate on a budget prepared by the Fiscal Agent District and reviewed and adopted by the Cooperative Management Board and the Fiscal Agent's Board of Trustees. 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 TEA.

Any resulting shortfall shall be covered by pro rata contribution from member districts determined by the following guidelines:

Shortfall is defined as program costs, including but not limited to, personnel costs, contracted services, student equipment and supplies, less the amount received in State Deaf, IDEA B Formula Deaf, IDEA B Preschool Deaf, IDEA B Discretionary Deaf, IDEA C Early Intervention Deaf, multiplied by the designated administrative costs.

This shortfall amount will be divided by the total number of RDSPD students in membership on the respective student count days. Member Districts will be invoiced for their pro rata share of the shortfall, based on the number of RDSPD eligible students residing in each district. The Fiscal Agent District retains state funding of ADA for all students of the Mesquite RDSPD cluster sites. Each student receiving at least 45 minutes of services per week from a RDSPD teacher on a campus will be included in the RDSPD student count even if services are provided in the students home district.

Member Districts will be invoiced twice per year for pro rata contributions. The student count for the fall invoicing is based on the number of RDSPD eligible students served on the Fall PEIMS snapshot date. The spring invoicing is based on the number of RDSPD eligible students served on January 15th of the current school year. The amount of the pro-rata contribution may be changed by the unanimous agreement of the Cooperative Management Board, based on funding and budgetary needs. The shortfall will be divided by the number of students enrolled in the program.

Individual direct student costs will be billed twice per year to the individual Member Districts and includes but is not limited to interpreter services for school sponsored activities and events that occur before and after the school day. This time is defined by the services performed outside of the normally scheduled working hours of the interpreter as reflected on the Fiscal Agent District's school calendar as well as any time during weekends and holidays.

The chief administrator of the RDSPD will be the final arbiter of the services to be provided under this clause.

5.8 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 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. If any uncontrollable costs (*costs due to actions taken against a Member District or the Co-Op*) are incurred by the Fiscal Agent District, the Cooperative Management Board may assess each Member District a prorated portion of the excess costs as described above.

5.9 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.

5.10 Member Districts will be notified in writing by February 15 of the fiscal year regarding the excess costs (shortfall) 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.

5.11 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.

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

5.13 Each Member District reports detailed expenditures to the Fiscal Agent District for required state or federal reporting. If the Member District has over expended in an account by an unallowable amount, the Member District should reduce the expenditures in that fund and record an offsetting expenditure in the local maintenance fund. The Fiscal Agent District accumulates the expenditures from all member school districts and compiles a summary of the expenditures for the entire arrangement before submitting a report.

5.14 A Member District that enters into a purchasing contract valued at \$25,000 or more under certain cooperative purchasing contracts must document any contract-related fees, including management fees, and the purpose of each fee. The amount, purpose, and disposition of any fee must be presented in a written report annually as an agenda item in an open meeting of the Board of Trustees. This written report may be audited by the commissioner.

5.15 Member Districts shall reimburse the Fiscal Agent District within sixty (60) days of receipt of billing.

6. Risk of Loss

6.1 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, legal and/or 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.

6.2 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.

7. Transportation

7.1 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 Extended School Year Services or Acceleration Services in accordance with ARD recommendations is also the responsibility of the Member District.

Legal Responsibilities

7.2 Except as otherwise provided herein, the Member District who serves as the LEA shall be solely responsible for the provision of a FAPE.

7.3 Except as otherwise provided in Sections 7.4 and 7.7, the Member District 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.

7.4 If the Co-Op is named party in legal action, each Member District will be responsible for an equal and proportionate share of any and all legal costs, court costs, and attorney's fees. The Fiscal Agent shall have the right to designate the attorney to represent the Co-Op and control the defense of such action.

7.5 Each Member District shall be responsible for its own 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.

7.6 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.

7.7 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 and proportionate share of any and all legal costs, court costs, and attorneys' fees. The Fiscal Agent shall have the right to designate the attorney to represent the Co-Op and control the defense of such action.

7.8 The Member Districts of this Agreement 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 applicable 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.

8. The Agreement

8.1 The initial term of this Agreement will begin on July 1, 2025, and will continue through June 30th, 2026, unless notification of withdrawal is given by a Member District or the program is otherwise terminated by action of TEA.

8.2 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.

8.3 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.

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

8.5 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.

8.6 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.

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 the Mesquite Independent School District's Board of Trustees.

Mesquite Independent School District

Robert Seward

Name of Board President

Dr. Angel Rivera

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

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 the Mesquite Independent School District's Board of Trustees.

Crandall Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Crandall 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Garland Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Garland 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Forney Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Forney 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Kaufman Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Kaufman 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 for these services that Mesquite ISD will provide to our students.

**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 the 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Rockwall Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Rockwall 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Royse City Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Royse City 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Sunnyvale Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Sunnyvale 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Terrell Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Terrell 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Wills Point Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Wills Point 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 for these services that Mesquite ISD will provide to our students.

**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 the Mesquite Independent School District's Board of Trustees.

Wylie Independent School District

Name of Board President

Name of Superintendent

Signature of Board President

Signature of Superintendent

Date

Date

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

_____ Wylie 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 for these services that Mesquite ISD will provide to our student

TSTC Interlocal Cooperation Contract for Services

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Dr. Bill Johnston, CPA, Chief Financial Officer

Background Information:

The Interlocal Cooperation Contract with TSTC expires in June 2025. The new two (2) year Interlocal Agreement has no changes from the 2023-2025 Contract other than the term of the Contract.

Fiscal Implications:

The monthly payment from TSTC covers the costs associated with the operations of TSTC that are provided by Red Oak ISD.

Administrative Recommendation:

Administration recommends the School Board approve the TSTC Interlocal Cooperation Contract for the 2025-2027 school years and grant the Superintendent and/or designee authority to complete negotiations and sign the appropriate documents.

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract ("Contract") is entered into effective **July 1, 2025**, ("Effective Date"), by and between the Contracting Parties, pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

1. CONTRACTING PARTIES:

RECEIVING PARTY: **Texas State Technical College**, an institution of higher education and an agency of the State of Texas, for the campus whose address is **119 North Lowrance Road, Red Oak, Texas 75154**.

PROVIDING PARTY: **Red Oak Independent School District**, a local government of the State of Texas, whose address is **156 Louise Ritter Boulevard, Red Oak, Texas 75154**.

2. PURPOSE:

The purpose of this Contract is for the **RECEIVING PARTY** to obtain the services of the **PROVIDING PARTY** to provide utilities and services to **Texas State Technical College (TSTC) in North Texas** for the operation and maintenance of the **Industrial Technology Center (ITC)**. These services will ensure the efficient functioning of the ITC facility.

Utilities Provided:

- Electricity
- Natural Gas
- Water
- Sewer
- Garbage Collection

3. STATEMENT OF SERVICES TO BE PERFORMED:

The **Providing Party** will perform the following services (hereinafter referred to as "Services"):

a) Provide utilities and services, including but not limited to:

- Electricity
- Natural Gas
- Water
- Sewage
- Garbage Collection

These utilities will be provided in accordance with the terms outlined in this contract, ensuring the continued operation and maintenance of the **Industrial Technology Center (ITC) at TSTC – North Texas**.

4. WARRANTIES:

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

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

5. BASIS FOR CALCULATING REIMBURSABLE COSTS:

The TSTC ITC Building Expenditures for the 24-month contract period are based on the following:

- **Monthly Utilities:** \$ 7,083.33
- **Year One Total:** \$85,000.00
- **Year Two Total:** \$85,000.00

These amounts are calculated based on the agreed monthly utility cost. The total cost over the twenty-four (24) month period will be One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00), with each year totaling Eighty-Five Thousand Dollars and No Cents (\$85,000.00).

6. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed **One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00)** for the full twenty-four (24) month term. However, if the actual utility costs exceed the amount budgeted, the **amount paid** will be based on the **actual utility costs incurred**, not to exceed the actual cost total.

7. PAYMENT FOR SERVICES:

The Providing Party will invoice the Receiving Party for services monthly.

Invoices should be sent to:

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

or Email to: accountspayable@tstc.edu

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

8. TERM OF CONTRACT:

This Contract will commence on **July 1, 2025** (the "Effective Date") and will remain in full force and effect until **June 30, 2027**, unless terminated earlier in accordance with the provisions set forth herein.

9. MATERIAL FAILURE AND TERMINATION:

In the event of a **material failure** by either Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the non-defaulting Party shall promptly notify the Party believed to be in default. Upon receipt of such notice, the defaulting Party shall have ten (10) business days to cure the material failure.

If the material failure is not cured within the ten (10) business days, the non-defaulting Party may terminate this Contract by providing sixty (60) days' advance written notice of termination, clearly setting forth the nature of the material failure.

Termination will be effective only if the material failure is through no fault of the terminating Party. If the material failure is fully cured prior to the end of the sixty (60) day period, the termination notice shall be deemed void, and the Contract will remain in effect.

10. NOTICES:

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

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

If to Providing Party: Red Oak Independent School District
Attn: Brenda Sanford, Superintendent,
Dr. Bill Johnston, Chief Financial Officer
109 W. Red Oak Rd
Red Oak, Texas 75154

11. OTHER PROVISIONS:

- a) **Entire Contract; Modifications:** This Contract supersedes all prior agreements, whether written or oral, between the **RECEIVING PARTY** and the **PROVIDING PARTY**, and shall constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Contract. This Contract, along with each of its provisions, shall be binding upon the Parties and may not be waived, modified, amended, or altered except in writing and signed by both the **RECEIVING PARTY** and the **PROVIDING PARTY**.
- b) **Assignment:** This Contract is **not transferable or assignable** except upon written approval by both the **RECEIVING PARTY** and the **PROVIDING PARTY**.
- c) **Severability:** If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.
- d) **Public Records:** It shall be the independent responsibility of both the **RECEIVING PARTY** and the **PROVIDING PARTY** to comply with the provisions of **Chapter 552, Texas Government Code** (the "Public Information Act"), as those provisions apply to each Party's respective information.
- **RECEIVING PARTY** is not authorized to receive public information requests or take any action under the Public Information Act on behalf of the **PROVIDING PARTY**.
 - Likewise, the **PROVIDING PARTY** is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of the **RECEIVING PARTY**.
- e) **Loss of Funding:** Performance by a **Contracting Party** of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or the allocation of funds by that **Contracting Party's** governing board. If the Legislature fails to appropriate or allot the necessary funds to a **Contracting Party**, or if the **Contracting Party's** governing board fails to allocate the necessary funds, the **Contracting Party** that loses funding may terminate this Contract without further duty or obligation under this Contract.
- f) **Alternative Dispute Resolution:** If disputes arise under this Contract, the **Contracting Parties** agree to use the alternative dispute resolution procedures authorized under the **Governmental Dispute Resolution Act, Chapter 2009, Texas Government Code**.

Duly authorized representatives of the Contracting Parties have executed and delivered this Contract to be effective as of the **Effective Date (“July 1, 2025”)**.

RECEIVING PARTY

Texas State Technical College

By: _____

Provost

Date: _____

PROVIDING PARTY

Red Oak Independent School District

By: _____

Superintendent or Designee

Date: _____

Texas State Technical College

By: _____

Print Name: _____

Title: _____

Date: _____

TSTC Lease Agreement 2025-2026 School Year

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Dr. Bill Johnston, CPA, Chief Financial Officer

Background Information:

In the school year of 2022-2023 TSTC began leasing three (3) classrooms and an office in their building to Red Oak ISD. Over the last several years, TSTC’s enrollment has been increasing and last year they needed to take back one of the classroom spaces.

This updated lease agreement will not change the current Interlocal Agreement where TSTC pays for all the utilities on their campus to Red Oak ISD. TSTC does not only provide the space, but other associated costs with providing the space (furniture, custodial, building access, utilities).

Fiscal Implications:

The monthly payment is \$600.00 for the costs associated with the two (2) classrooms and an office that TSTC provides for Red Oak ISD in the 2025-2026 school year. This cost has not changed from the 2024-2025 school year.

Administrative Recommendation:

Administration recommends the School Board approve the TSTC Lease Agreement for the 2025-2026 school year and grant the Superintendent and/or designee authority to complete negotiations and sign the appropriate documents.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“*Lease*”) is entered into effective as of the August 1, 2025 (“*Effective Date*”), by and between the Landlord and the Tenant hereinafter named and may individually be referred to as a “Party” or collectively as “Parties” to the Agreement. In consideration of the respective covenants, obligations, and agreements of the parties set forth herein, the legal sufficiency of which is acknowledged by each of the undersigned, Landlord and Tenant agree as follows:

ARTICLE 1 - DEFINITIONS AND BASIC LEASE PROVISIONS

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

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

(b) Landlords’ Addresses:

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

With a copy to: Texas State Technical College
Attn: Office of Contract Administration
3801 Campus Drive
Waco, TX 76705
contractadmin@tstc.edu

Rent Payment Address: Texas State Technical College
3801 Campus Drive
Waco, Texas 76705
Attn: Student Accounting

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

(d) Tenant’s Address:

Notice Address: Red Oak Independent School District
109 W. Red Oak Road
Red Oak, Texas 75154
Attn: Bill Johnston, Chief Financial Officer
bill.johnston@redoakisd.org

(e) Leased Premises: Landlord leases to Tenant parts of a building located in the County of Ellis, State of Texas, and more particularly described as follows, to-wit:

Said leased premises to include a portion of Jim Pitts

Technology Center located at 119 North Lowrance Road, Red Oak, Texas 75154, upon the TSTC North Texas Campus, identified further as follows: said leased premises include classroom numbers A-125 and A-126, and office number A-112.3 (1,850 total square feet). The leased premises are further described in the attached [Exhibit A](#).

(f) Rent:

Rent Period	Base Rent per month
From August 1, 2025 Until July 31, 2026	\$600.00

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

- (2) Intentionally deleted.
- (3) Intentionally deleted.
- (4) Intentionally deleted.
- (5) Intentionally deleted.

(g) Initial Term:

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

(h) Commencement Date:

The earlier of (a) August 1, 2025, or (b) the date that Landlord delivers the Leased Premises to Tenant in the Required Delivery Conditions (as defined in [Sub-article 4.1](#) below).

(i) Expiration Date:

July 31, 2026.

(j) Permitted Use:

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

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

(k) Normal Business Hours:

n/a

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

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

ARTICLE 2 – GRANT

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

ARTICLE 3 - TERM

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

3.2 Renewal Term. Intentionally deleted.

3.3 Holdover Term. If Tenant holds over and continues in possession of the Leased Premises after the Initial Term or Renewal Term expires, Tenant will be considered to be occupying the Leased Premises on a month-to-month tenancy, subject to all the terms of this Lease. Such month-to-month tenancy may be terminated by either party with 30 days' notice. The Rent to be paid by Tenant to Landlord during any Holdover Term shall be determined by a market analysis conducted by the Landlord, as described in sub-article 5.2 Rent Adjustment, but under no circumstance shall the Rent be less than the amount paid during the Initial Term or any Renewal Term.

3.4 Early Termination.

(a) Tenant may request Early Termination of the Lease by providing written notice to Landlord no less than ninety (90) days prior to the requested intended date of Early Termination. Approval of Tenant's requested Early Termination shall be subject to Landlord's exclusive written approval, without which the Early Termination will not be granted. If Landlord approves the request for Early Termination, Tenant shall be responsible to pay the total amount of Rent as due and remaining through the date of the Early Termination. If Landlord does not approve the request for Early Termination, Tenant shall remain responsible to pay the total amount of Rent as due and remaining through the date of the then current term.

(b) Intentionally deleted.

(c) Upon termination of this Lease, all existing Improvements upon the Leased Premises, whether made by Tenant or not, and fixtures annexed thereto, shall vest in and become the property of Landlord, at no additional cost to Landlord and without any instrument of conveyance. Notwithstanding the foregoing, Tenant covenants and agrees, upon Landlord's demand, on or after termination of this Lease, to execute any instruments requested by Landlord in connection with the conveyance of such Improvements. From and after the date of termination, the Parties shall have no further rights and obligations hereunder except those that expressly survive the termination of this Lease.

ARTICLE 4 – DELIVERY AND ACCESSIBILITY INSPECTION

4.1 Delivery.

(a) Required Delivery. Landlord agrees to deliver possession of the Leased Premises to Tenant on or before August 1, 2025 (“**Required Delivery Date**”), free of all rights of possession other than Tenant’s right of possession pursuant to this Lease.

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

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

ARTICLE 5 - RENT

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

5.2 Rent Adjustment. Intentionally deleted.

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

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

ARTICLE 6 - OCCUPANCY AND USE

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

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

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

6.4 Hazardous and Toxic Materials.

(a) Definition of Hazardous Materials. For purposes of this Lease, “**Hazardous Materials**” shall mean bio-medical and bio-hazardous materials and waste, asbestos-containing materials, and all other materials, substances, wastes and chemicals classified as hazardous or toxic substances, materials, wastes or chemicals under then-applicable

local, state and federal governmental laws, rules or regulations or that are subject to any “right-to-know” laws or requirements.

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

(d) Notice of Hazardous Materials. If either Landlord or Tenant has knowledge of the presence of Hazardous Materials other than those permitted under Sub-article 6.4 (b) above in or on the Leased Premises, the party having knowledge shall notify the other party thereof in writing promptly after obtaining such knowledge.

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

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

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

ARTICLE 7 - UTILITIES AND SERVICES

7.1 Services To Be Provided. Intentionally deleted.

ARTICLE 8 – MAINTENANCE AND REPAIRS

8.1 Tenant’s Obligation to Maintain and Repair. Landlord shall not have the duty to maintain or repair any portion of the Leased Premises. At all times during the Lease term, Tenant will keep and maintain, or cause to be kept and maintained, all buildings and improvements erected on the Leased Premises, and all contents thereof, in a good state of appearance and repair and in compliance with all applicable laws, at Tenant’s own expense. Upon the termination of this Lease, Tenant shall deliver the Leased Premises to Landlord in good condition and repair, reasonable wear and tear excepted.

8.2 Damage or Destruction. Intentionally deleted.

ARTICLE 9 – TENANT ALTERATIONS AND LIENS

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

additions or improvements will, at the expiration or earlier termination of any Term, be left in place on the Leased Premises or removed from the Leased Premises by and at the expense of Tenant.

9.2 Condition at Termination. All alterations, installations, additions and improvements made and installed and paid for by Tenant shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof at the end of the Initial Term or any Extension Term of this Lease. Upon the expiration of the Lease, Tenant shall deliver the Leased Premises to Landlord in the same condition as when delivered to Tenant, reasonable wear and tear, damage by casualty or condemnation, and alterations, additions or improvements required to be left in place as set forth in Sub-article 9.1 above excepted. Notwithstanding anything to the contrary herein, Tenant may remove from the Leased Premises at any time any and all machinery, equipment, trade fixtures, furniture, furnishings and other personal property owned by Tenant provided that Tenant repairs any damage to the Leased Premises caused by such removal.

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

ARTICLE 10 - INSURANCE

10.1 Insurance.

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

(b) Construction Liability Insurance. Intentionally deleted.

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

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

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

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

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

ARTICLE 11 – ASSIGNMENT AND SUBLEASE

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

ARTICLE 12 - CONDEMNATION

12.1 Parties' Interests. If the Leased Premises or any part of them are taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this article governs Landlord's and Tenant's interests in the award or consideration for the transfer and the effect of the taking or transfer on this Lease.

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

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

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

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

ARTICLE 13 – WARRANTIES AND COVENANTS

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

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

13.3 Inspection and Acceptance. Tenant has had the opportunity to inspect the Leased Premises, and to conduct all testing on the Leased Premises which it desired prior to the execution of this Lease, including but not limited to environmental studies, soil sampling, drainage studies, etc. Tenant is satisfied with the extent of its studies and the results thereof, and hereby accepts the Leased Premises "AS IS, WHERE IS, AND WITH ALL FAULTS," and subject to any and all applicable restrictions, easements, and other encumbrances, of record in the Official Real Property Records of Ellis County, Texas. TENANT AGREES AND ACKNOWLEDGES THAT THERE ARE NO EXPRESS WARRANTIES FROM LANDLORD PERTAINING TO THE LEASED PREMISES, EXCEPT THE

WARRANTIES OF TITLE AND QUIET ENJOYMENT SET OUT IN THIS ARTICLE 13, ABOVE. TENANT ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO IMPLIED WARRANTIES OF ANY KIND ARISING OUT OF THIS LEASE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT LANDLORD HAS MADE NO WARRANTIES OR REPRESENTATIONS CONCERNING ANY HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL MATTERS WHICH MAY AFFECT ALL OR ANY PORTION OF THE LEASED PREMISES, AND LANDLORD HEREBY EXPRESSLY DISCLAIMS AND TENANT HEREBY EXPRESSLY WAIVES ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY AND ALL SUCH MATTERS.

ARTICLE 14 – TITLE TO PROPERTY

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

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

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

ARTICLE 15 - DEFAULT

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

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

ARTICLE 16 - NOTICES

16.1 Notices. Any and all notices, demands, or other communications required or desired to be given hereunder

by any Party shall be in writing, and addressed as provided in Sub-article 1.1(b) or Sub-article 1.1(d), as applicable, or to such other address or to the attention of such other person as shall be designated from time to time in writing by the applicable party and sent in accordance herewith. If a writing is served personally, it shall be deemed conclusively made at the time of such personal service. If a writing is delivered through electronic mail, it shall be conclusively deemed given on the date it was electronically emailed by the serving Party. If a writing is delivered by U.S. mail or commercial courier, it shall be deemed given five days after deposit thereof in the United States mail or deposit with a commercial courier addressed to the Party to whom such notice, demand or other communication is to be given at the addresses as listed below, except that it shall be deemed given on the day after deposit if the sender pays a fee for overnight or next day delivery. Either Party hereto may change its address or email for purposes of this paragraph by written notice given in the manner provided above.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

17.11 Headings. The captions in this Lease are for convenience only and shall not be deemed to define, limit or

affect in any way the scope, meaning, intent or extent of this Lease or any part of it.

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

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

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

17.15 Counterparts. This Lease may be executed in one or more counterparts and may be electronically transmitted, each of which for all purposes shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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

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

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

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

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

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

ARTICLE 18 – CONSTRUCTION REQUIREMENTS

18.1 General Conditions. Intentionally deleted.

18.2 Approvals Required. Intentionally deleted.

18.3 Costs of Construction. Intentionally deleted.

18.4 Copies of Documents. Intentionally deleted.

18.5 Easements, Zoning, and Restrictions. Intentionally deleted.

ARTICLE 19 – TAXES

19.1 Payment by Tenant. Intentionally deleted.

19.2 Payment by Landlord. Intentionally deleted.

The remainder of this page is left intentionally blank.

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

Landlord

Texas State Technical College

By: _____

Kevin Semien
Vice Chancellor &
Chief Campus Services Officer

Date: _____

Tenant

Red Oak Independent School District

By: _____

Bill Johnston
Chief Financial Officer

Date: _____

TSTC Interlocal Cooperation Contract for Police Services

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Dr. Bill Johnston, CPA, Chief Financial Officer
Phillip Prasifka, Chief of Police ROISD

Background Information:

The current Interlocal Cooperation Contract with TSTC for Police Services expires in June 2025. The new contract will extend ROISD Police Services until June of 2027. There are no changes from the 2023-2025 Contract from the prior contract other than the term of the Contract.

Fiscal Implications:

No impact on ROISD Police Department budget.

Administrative Recommendation:

Administration recommends the Board approve the TSTC Interlocal Cooperation Contract through June 30, 2027 and grant the Superintendent and/or designee authority to complete and sign appropriate documents.

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (“Contract”) is entered into effective **July 1, 2025** (Effective Date”), by and between the Contracting Parties, pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act*, Chapter 791, *Texas Government Code*.

1. CONTRACTING PARTIES:

RECEIVING PARTY: **Texas State Technical College**, an institution of higher education and an agency of the State of Texas, for the campus whose address is ***119 North Lowrance Road, Red Oak, Texas 75154***.

PROVIDING PARTY: **Red Oak Independent School District Police Department**, a local government of the State of Texas, whose address is ***156 Louise Ritter Boulevard, Red Oak, Texas 75154***.

RECEIVING PARTY and the **PROVIDING PARTY** may individually be referred to as a “Party” or collectively as “Parties” to this Contract.

2. PURPOSE:

The purpose of this Contract is for the **RECEIVING PARTY** to obtain services of the **PROVIDING PARTY**. The **PROVIDING PARTY** will provide police coverage, to include police protection and detection services (“Services”), to the **RECEIVING PARTY** at the above listed address of the **RECEIVING PARTY**.

3. STATEMENT OF SERVICES TO BE PERFORMED:

The **PROVIDING PARTY** will perform the following services (“Services”), and the **RECEIVING PARTY** will provide the following support:

- a) The **PROVIDING PARTY** will provide police coverage, to include police protection and detection, generally and as outlined below.
- b) The **PROVIDING PARTY** will notify the **RECEIVING PARTY** of any incident or situation on any property within the city limits of the City of Red Oak that may affect the safety of persons on any property owned, leased, or under the control of the **RECEIVING PARTY**. Likewise, the **RECEIVING PARTY** shall notify the **PROVIDING PARTY** of any incident or situation on any property owned, leased, or under the control of the **RECEIVING PARTY** that may affect the safety of the residents of the City of Red Oak.
- c) Should the **RECEIVING PARTY** request the assistance of the **PROVIDING PARTY** for the purpose of collecting and preserving evidence, the **PROVIDING PARTY** shall be granted control of the crime scene. The **RECEIVING PARTY** will support and assist the **PROVIDING PARTY** as directed by the **PROVIDING PARTY**. The **PROVIDING PARTY** shall involve and coordinate the processing of the crime scene with the **RECEIVING PARTY**. The **PROVIDING PARTY** shall be responsible for the storage, preservation, and processing of all physical evidence.
- d) Should the **RECEIVING PARTY** request the assistance of the **PROVIDING PARTY** in incidents involving a barricaded person or a hostage situation, or building or area searches, the **PROVIDING PARTY** shall be granted control of the scene. The **RECEIVING PARTY** will

support and assist the **PROVIDING PARTY** as directed by the **PROVIDING PARTY** at the scene. The **PROVIDING PARTY** shall involve and coordinate the resolution of the incident with the **RECEIVING PARTY**. Upon resolution of the incident, the area shall be returned to the control of the **RECEIVING PARTY**. The **PROVIDING PARTY** shall be responsible for the investigation and case management of the incident.

- e) Should the **RECEIVING PARTY** request the assistance of the **PROVIDING PARTY** and the **PROVIDING PARTY** accepts in the investigation of an offense which occurred on the **RECEIVING PARTY'S** property, the **PROVIDING PARTY** will assume responsibility for the investigation and case management of the incident. The **PROVIDING PARTY** will involve and coordinate the investigation with the **RECEIVING PARTY** to the extent possible.
- f) When it is necessary for the **PROVIDING PARTY** to execute a warrant or conduct an investigation on any property owned, leased, or under the control of the **RECEIVING PARTY**, the **PROVIDING PARTY** will notify the **RECEIVING PARTY** of the activity in order to minimize disruption to a class to execute an arrest or search warrant. In the event of “fresh” or “hot” pursuit, the **PROVIDING PARTY** shall notify the **RECEIVING PARTY** as soon as possible and the **PROVIDING PARTY** officer will proceed as necessary.
- g) The **RECEIVING PARTY** shall be responsible for providing the **PROVIDING PARTY** with a current list of all properties owned, leased, or under the control of the **RECEIVING PARTY**. The list will include the property name and street address.
- h) Pursuant to the Federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”), the **RECEIVING PARTY** is required to annually compile and publish crime statistics of specified crimes reported to local police agencies that occurred on or near campus and on college controlled or affiliated property. Pursuant to the Clery Act, the **RECEIVING PARTY** is required to report these crimes separately for a number of geographic locations. These locations include the main campus, on-campus student residential facilities, off campus buildings or property that is owned or controlled by the **RECEIVING PARTY**, or recognized student organization such as a fraternity, and public property immediately adjacent to the college campus. To comply with this federal law the **RECEIVING PARTY** will annually provide the **PROVIDING PARTY** with written request for specific crime statistics under the Jeanne Clery act for the previous year and the **PROVIDING PARTY** will provide the statistics no later than August 1st of each year.
- i) Special Events. From time to time major events are planned on the **RECEIVING PARTY'S** campus that may impact on the **PROVIDING PARTY**. Timely planning and coordination by the **RECEIVING PARTY** with the **PROVIDING PARTY** is important to ensure that the event is adequately staffed and the public safety is ensured. The **RECEIVING PARTY** will contact the **PROVIDING PARTY** as early as practical to initiate the planning process and coordination process. The **PROVIDING PARTY'S** principal point of contact is the Chief of Police.
- j) The Provost of the **RECEIVING PARTY** and the Police Chief of the **PROVIDING PARTY** may enter into more specific and detailed operational procedures and guidelines necessary.
- k) The **PROVIDING PARTY** is responsible for incidents related to students enrolled with Red Oak ISD.
- l) The **RECEIVING PARTY** shall provide the **PROVIDING PARTY** with a list of TSTC stakeholders to be included in the Emergency Notification System currently used by the **PROVIDING PARTY** for emergency notification.

- m) The **PROVIDING PARTY** is highly encouraged to conduct interior checks of the facility during business hours and non-business hours. Police presence during operations is highly encouraged as a crime prevention approach.

4. **WARRANTIES:**

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

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

5. **NO FEES**

There will be no fees charged to either Party for the Services under the terms of this Contract.

6. **TERM OF CONTRACT:**

This Contract will begin on the Effective Date (“**July 1, 2025**”) and will expire on **June 30, 2027**.

7. **TERMINATION**

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

8. **NOTICES:**

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

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

If to **PROVIDING PARTY**: Red Oak Independent School District
109 W. Red Oak Rd
Red Oak, Texas 75154

9. OTHER PROVISIONS:

- a) **Entire Contract; Modifications.** This Contract supersedes all prior agreements, written or oral, between **RECEIVING PARTY** and **PROVIDING PARTY** and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing signed by **RECEIVING PARTY** and **PROVIDING PARTY**.
- b) **Assignment.** This Contract is not transferable or assignable except upon written approval by **RECEIVING PARTY** and **PROVIDING PARTY**.
- c) **Severability.** If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
- d) **Public Records.** It shall be the independent responsibility of the Receiving Party and the **PROVIDING PARTY** to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. The **RECEIVING PARTY** is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of the **PROVIDING PARTY**. Likewise, the **PROVIDING PARTY** is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of the **RECEIVING PARTY**.
- e) **Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.
- f) **Alternative Dispute Resolution.** If disputes arise under the Contract, the contracting parties agree to use the alternative dispute resolution procedures authorized under *Governmental Dispute Resolution Act*, Chapter 2009, *Texas Government Code*.

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

RECEIVING PARTY

PROVIDING PARTY

Texas State Technical College

Red Oak Independent School District

By: _____
Provost

By: _____
Superintendent or Designee

Date: _____

Date: _____

2025 Bond Project-Elementary Playgrounds

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Brent Stanford, Executive Director of Support Services
Julie Phillips, Director of Purchasing
Bill Johnston, CFO

Background Information:

The existing playgrounds at all Red Oak ISD elementary schools are out of date, in continual need of repair and out of ADA compliance. The Community voted to replace all playgrounds in Proposition A of the May 3, 2025 election. The purchase will include removal of all existing structures and current surface wood chips, installation of new structures, poured rubber surfaces, and shade coverings.

Fiscal Implications:

Proposals were received from:
 Playground Solutions of Texas
 Child's Play Parks & Playgrounds

The purchase will be made from 2025 Bond funds.

Administrative Recommendation:

Administration recommends Playground Solutions of Texas for the purchase of the playground structures and installation, in the amount of \$2,081,478.73, using Equalis contract R10-1159B5.

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Eastridge
 Elementary
 725 E. Ovilla Road
 Red Oak, TX 75154

Ship To

Walk in the Park - Eastridge
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 250524
Date 5/28/2025
Exp Date 6/27/2025

Terms	Rep	Job Number
Net 30	EE	250524

Product	Description	Qty	Rate	Amount
Equalis Group	EQUALIS GROUP CONTRACT NO. R10-1159B5 1/1/2024 - 12/31/2026. LEAD AGENCY:REGION 10 ESC		0.00	0.00
22-9058A	OPTION # 1 22-9058A 2-5 & 5-12 CUSTOM PLAY STRUCTURE	1	118250.00	118,250.00
ZZSG303PBB	6' BUDDY BENCH WITH BACK -PERFORATED - IN-GROUND	2	624.00	1,248.00
ZZXX0044	BING BOING	1	5,020.00	5,020.00
ZZXX0065	SPIN CUP	1	1,182.00	1,182.00
ZZXX0483	COZY COCOON - SPINNING	1	4,291.00	4,291.00
ZZXX0650	WAVE RIDER SEE-SAW	1	3,261.00	3,261.00
PIP-SAFETY SURFACE	POUR IN PLACE SAFETY SURFACING Customer responsible for site grading, leveling, drainage and perimeter curbs.	5,000	24.23	121,150.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL 88

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Eastridge
 Elementary
 725 E. Ovilla Road
 Red Oak, TX 75154

Ship To

Walk in the Park - Eastridge
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate #	250524
Date	5/28/2025
Exp Date	6/27/2025

Terms	Rep	Job Number
Net 30	EE	250524

Product	Description	Qty	Rate	Amount
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100934	1	27,035.04	27,035.04
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100935	1	28,082.72	28,082.72
SED DRAWINGS-USA ...	SEALED ENGINEERED DRAWINGS	2	867.00	1,734.00
DISCOUNTS GIVEN	DISCOUNTS GIVEN	-1	31,125.38	-31,125.38
SHIPPING	SHIPPING	1	35,757.25	35,757.25
INSTALLATION	REMOVAL OF OLD PLAYGROUND EQUIPMENT AND FIBER HAUL OFF INSTALLATION OF NEW EQUIPMENT AND SHADES, ALSO INSTALLATION 400 LINEAR SQUARE FEET CONCRETE BORDER	1	109845.23	109,845.23

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL	89
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Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Eastridge
 Elementary
 725 E. Ovilla Road
 Red Oak, TX 75154

Ship To

Walk in the Park - Eastridge
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate #	250524
Date	5/28/2025
Exp Date	6/27/2025

Terms	Rep	Job Number
Net 30	EE	250524

Product	Description	Qty	Rate	Amount
INSTALLATION TERMS	INSTALLATION TERMS Acceptance of this proposal includes acceptance of attached Terms and Conditions Form ITCAC 02/24/2020.		0.00	0.00
PRICING NOTE	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal	\$425,730.86
Sales Tax (0.0%)	\$0.00
TOTAL	\$425,730.86

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Red Oak
 Elementary
 200 Valley Ridge Drive
 Red Oak, TX 75154

Ship To

Walk in the Park - Red Oak
 Elementary
 Sheryl Oswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 250533
Date 6/2/2025
Exp Date 6/27/2025

Terms	Rep	Job Number
Net 30	EE	

Product	Description	Qty	Rate	Amount
Equalis Group	EQUALIS GROUP CONTRACT NO. R10-1159B5 1/1/2024 - 12/31/2026. LEAD AGENCY:REGION 10 ESC		0.00	0.00
22-9058A	OPTION # 1 22-9058A 2-5 & 5-12 CUSTOM PLAY STRUCTURE	1	118250.00	118,250.00
ZZSG303PBB	6' BUDDY BENCH WITH BACK -PERFORATED - IN-GROUND	2	624.00	1,248.00
ZZXX0044	BING BOING	1	5,020.00	5,020.00
ZZXX0065	SPIN CUP	1	1,182.00	1,182.00
ZZXX0483	COZY COCOON - SPINNING	1	4,291.00	4,291.00
ZZXX0650	WAVE RIDER SEE-SAW	1	3,261.00	3,261.00
PIP-SAFETY SURFACE	POUR IN PLACE SAFETY SURFACING	5,000	24.23	121,150.00
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100934	1	27,035.04	27,035.04

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL 91

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Red Oak
 Elementary
 200 Valley Ridge Drive
 Red Oak, TX 75154

Ship To

Walk in the Park - Red Oak
 Elementary
 Sheryl Oswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 250533
Date 6/2/2025
Exp Date 6/27/2025

Terms	Rep	Job Number
Net 30	EE	

Product	Description	Qty	Rate	Amount
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100935	1	28,082.72	28,082.72
SED DRAWINGS-USA ...	SEALED ENGINEERED DRAWINGS	2	867.00	1,734.00
DISCOUNTS GIVEN	DISCOUNTS GIVEN	-1	31,125.38	-31,125.38
SHIPPING	SHIPPING	1	35,757.25	35,757.25
INSTALLATION	REMOVAL OF OLD PLAYGROUND EQUIPMENT AND FIBER HAUL OFF INSTALLATION OF NEW EQUIPMENT AND SHADES, ALSO INSTALLATION 400 LINEAR SQUARE FEET CONCRETE BORDER	1	107514.58	107,514.58

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL	92
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Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Red Oak
 Elementary
 200 Valley Ridge Drive
 Red Oak, TX 75154

Ship To

Walk in the Park - Red Oak
 Elementary
 Sheryl Oswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 250533
Date 6/2/2025
Exp Date 6/27/2025

Terms	Rep	Job Number
Net 30	EE	

Product	Description	Qty	Rate	Amount
INSTALLATION TERMS	INSTALLATION TERMS Acceptance of this proposal includes acceptance of attached Terms and Conditions Form ITCAC 02/24/2020.		0.00	0.00
PRICING NOTE	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal	\$423,400.21
Sales Tax (0.0%)	\$0.00
TOTAL	\$423,400.21

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Schupmann
 Elementary
 401 E. Ovilla Road
 Glenn Heights, TX 75154

Ship To

Walk in the Park - Schupmann
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate #	250528
Date	5/28/2025
Exp Date	6/27/2025

Terms	Rep	Job Number
Net 30	EE	250528

Product	Description	Qty	Rate	Amount
Equalis Group	EQUALIS GROUP CONTRACT NO. R10-1159B5 1/1/2024 - 12/31/2026. LEAD AGENCY:REGION 10 ESC		0.00	0.00
22-9058A	OPTION # 1 22-9058A 2-5 & 5-12 CUSTOM PLAY STRUCTURE	1	118250.00	118,250.00
ZZSG303PBB	6' BUDDY BENCH WITH BACK -PERFORATED - IN-GROUND	2	624.00	1,248.00
ZZXX0044	BING BOING	1	5,020.00	5,020.00
ZZXX0065	SPIN CUP	1	1,182.00	1,182.00
ZZXX0483	COZY COCOON - SPINNING	1	4,291.00	4,291.00
ZZXX0650	WAVE RIDER SEE-SAW	1	3,261.00	3,261.00
PIP-SAFETY SURFACE	POUR IN PLACE SAFETY SURFACING Customer responsible for site grading, leveling, drainage and perimeter curbs.	5,000	24.23	121,150.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL	94
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Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Schupmann
 Elementary
 401 E. Ovilla Road
 Glenn Heights, TX 75154

Ship To

Walk in the Park - Schupmann
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate #	250528
Date	5/28/2025
Exp Date	6/27/2025

Terms	Rep	Job Number
Net 30	EE	250528

Product	Description	Qty	Rate	Amount
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100934	1	27,035.04	27,035.04
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100935	1	28,082.72	28,082.72
SED DRAWINGS-USA ...	SEALED ENGINEERED DRAWINGS	2	867.00	1,734.00
DISCOUNTS GIVEN	DISCOUNTS GIVEN	-1	31,125.38	-31,125.38
SHIPPING	SHIPPING	1	35,757.25	35,757.25
INSTALLATION	REMOVAL OF OLD PLAYGROUND EQUIPMENT AND FIBER HAUL OFF INSTALLATION OF NEW EQUIPMENT AND SHADES, ALSO INSTALLATION 400 LINEAR SQUARE FEET CONCRETE BORDER	1	73,034.19	73,034.19

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL	95
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Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Schupmann
 Elementary
 401 E. Ovilla Road
 Glenn Heights, TX 75154

Ship To

Walk in the Park - Schupmann
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 250528
Date 5/28/2025
Exp Date 6/27/2025

Terms	Rep	Job Number
Net 30	EE	250528

Product	Description	Qty	Rate	Amount
INSTALLATION TERMS	INSTALLATION TERMS Acceptance of this proposal includes acceptance of attached Terms and Conditions Form ITCAC 02/24/2020.		0.00	0.00
PRICING NOTE	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal	\$388,919.82
Sales Tax (0.0%)	\$0.00
TOTAL	\$388,919.82

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Donald T
 Shields Elementary
 223 W. Ovilla Road
 Glenn Heights, TX 75154

Ship To

Walk in the Park - Donald T
 Shields
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate #	250522
Date	5/28/2025
Exp Date	6/27/2025

Terms	Rep	Job Number
Net 30	EE	250522

Product	Description	Qty	Rate	Amount
Equalis Group	EQUALIS GROUP CONTRACT NO. R10-1159B5 1/1/2024 - 12/31/2026. LEAD AGENCY:REGION 10 ESC		0.00	0.00
22-9058A	OPTION # 1 22-9058A 2-5 & 5-12 CUSTOM PLAY STRUCTURE	1	118250.00	118,250.00
ZZSG303PBB	6' BUDDY BENCH WITH BACK -PERFORATED - IN-GROUND	2	624.00	1,248.00
ZZXX0044	BING BOING	1	5,020.00	5,020.00
ZZXX0065	SPIN CUP	1	1,182.00	1,182.00
ZZXX0483	COZY COCOON - SPINNING	1	4,291.00	4,291.00
ZZXX0650	WAVE RIDER SEE-SAW	1	3,261.00	3,261.00
PIP-SAFETY SURFACE	POUR IN PLACE SAFETY SURFACING Customer responsible for site grading, leveling, drainage and perimeter curbs.	5,000	24.23	121,150.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL	97
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Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Donald T
 Shields Elementary
 223 W. Ovilla Road
 Glenn Heights, TX 75154

Ship To

Walk in the Park - Donald T
 Shields
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate #	250522
Date	5/28/2025
Exp Date	6/27/2025

Terms	Rep	Job Number
Net 30	EE	250522

Product	Description	Qty	Rate	Amount
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100934	1	27,035.04	27,035.04
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 14ft ENTRY Q-100935	1	28,082.72	28,082.72
SED DRAWINGS-USA ...	SEALED ENGINEERED DRAWINGS	2	867.00	1,734.00
DISCOUNTS GIVEN	DISCOUNTS GIVEN	-1	31,125.38	-31,125.38
SHIPPING	SHIPPING	1	35,757.25	35,757.25
INSTALLATION	REMOVAL OF OLD PLAYGROUND EQUIPMENT AND FIBER HAUL OFF INSTALLATION OF NEW EQUIPMENT AND SHADES, ALSO INSTALLATION 400 LINEAR SQUARE FEET CONCRETE BORDER	1	98,438.77	98,438.77

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL	98
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Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - Donald T
 Shields Elementary
 223 W. Ovilla Road
 Glenn Heights, TX 75154

Ship To

Walk in the Park - Donald T
 Shields
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate #	250522
Date	5/28/2025
Exp Date	6/27/2025

Terms	Rep	Job Number
Net 30	EE	250522

Product	Description	Qty	Rate	Amount
INSTALLATION TERMS	INSTALLATION TERMS Acceptance of this proposal includes acceptance of attached Terms and Conditions Form ITCAC 02/24/2020.		0.00	0.00
PRICING NOTE	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal	\$414,324.40
Sales Tax (0.0%)	\$0.00
TOTAL	\$414,324.40

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - HA Wooden
 Elementary
 200Lousie Ritter Blvd
 Red Oak, TX 75154

Ship To

Walk in the Park - Wooden
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 250530
Date 5/28/2025
Exp Date 6/27/2025

Terms	Rep	Job Number
Net 30	EE	250530

Product	Description	Qty	Rate	Amount
Equalis Group	EQUALIS GROUP CONTRACT NO. R10-1159B5 1/1/2024 - 12/31/2026. LEAD AGENCY:REGION 10 ESC		0.00	0.00
22-9058A	OPTION # 1 22-9058A 2-5 & 5-12 CUSTOM PLAY STRUCTURE	1	118250.00	118,250.00
ZZSG303PBB	6' BUDDY BENCH WITH BACK -PERFORATED - IN-GROUND	2	624.00	1,248.00
ZZXX0044	BING BOING	1	5,020.00	5,020.00
ZZXX0065	SPIN CUP	1	1,182.00	1,182.00
ZZXX0483	COZY COCOON - SPINNING	1	4,291.00	4,291.00
ZZXX0650	WAVE RIDER SEE-SAW	1	3,261.00	3,261.00
PIP-SAFETY SURFACE	POUR IN PLACE SAFETY SURFACING Customer responsible for site grading, leveling, drainage and perimeter curbs.	5,000	24.23	121,150.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL

100

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - HA Wooden
 Elementary
 200Lousie Ritter Blvd
 Red Oak, TX 75154

Ship To

Walk in the Park - Wooden
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 250530
Date 5/28/2025
Exp Date 6/27/2025

Terms	Rep	Job Number
Net 30	EE	250530

Product	Description	Qty	Rate	Amount
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100934	1	27,035.04	27,035.04
Oversized Hip	OVERSIZED HIP 451 LENGTH 48ft x WIDTH 48ft by 12ft ENTRY Q-100935	1	28,082.72	28,082.72
SED DRAWINGS-USA ...	SEALED ENGINEERED DRAWINGS	2	867.00	1,734.00
DISCOUNTS GIVEN	DISCOUNTS GIVEN	-1	31,125.38	-31,125.38
SHIPPING	SHIPPING	1	35,757.25	35,757.25
INSTALLATION	REMOVAL OF OLD PLAYGROUND EQUIPMENT AND FIBER HAUL OFF INSTALLATION OF NEW EQUIPMENT AND SHADES, ALSO INSTALLATION 400 LINEAR SQUARE FEET CONCRETE BORDER	1	113217.81	113,217.81

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL

101

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Red Oak ISD - HA Wooden
 Elementary
 200Lousie Ritter Blvd
 Red Oak, TX 75154

Ship To

Walk in the Park - Wooden
 Elementary
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate #	250530
Date	5/28/2025
Exp Date	6/27/2025

Terms	Rep	Job Number
Net 30	EE	250530

Product	Description	Qty	Rate	Amount
INSTALLATION TERMS	INSTALLATION TERMS Acceptance of this proposal includes acceptance of attached Terms and Conditions Form ITCAC 02/24/2020.		0.00	0.00
PRICING NOTE	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal	\$429,103.44
Sales Tax (0.0%)	\$0.00
TOTAL	\$429,103.44

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

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

P.O. Box 9000
Red Oak, TX 75154

111 W. Houston
San Antonio, TX 78205

SUMMARY OF INSURANCE

COVERAGE	AMOUNT	COMPANY	POLICY #	EFF	EXP	PREMIUM	COMMENTS
▪ Commercial Package (Casualty)		TPS/Texas Political Subdivisions	TBD	7/1/25	7/1/26		
General Liability						\$4,870	
▪ General Aggregate Limit	\$1,000,000						Per Claim Deductible: \$1,000 Bodily
▪ Products-Completed Operations Aggregate	\$1,000,000						Injury & Property Damage Combined
▪ Personal & Advertising Injury Limit	\$1,000,000						Trampoline Exclusion
▪ Each Occurrence Limit	\$1,000,000						Limited Drone Coverage
▪ Damage to Rented Premises Limit	\$100,000						
▪ Medical Expenses	\$5,000						
▪ Employee Benefit Liability	Included						\$1,000 Deductible
School Board Legal Liability						\$26,639	Claims Made Coverage
▪ Annual Aggregate	\$1,000,000						Retroactive Date: 09/01/2017
▪ Per Claim	\$1,000,000						Deductible: \$10,000 Per Claim
Law Enforcement						\$5,000	
▪ Maximum Limit of Self-Insurance, Each Claimant	\$1,000,000						Deductible: \$5,000 each and every Claim
▪ Maximum Limit of Self-Insurance, Each Law Enforcement Occurrence	\$1,000,000						
▪ Maximum Aggregate Limit of Self-Insurance, all Claims for all covered Law Enforcement Occurrences	\$1,000,000						
Automobile							
▪ Liability	\$100,000					\$66,349	Liability - Symbol 1 "Any Auto"
▪ Bodily Injury-Each Person/Each Accident	\$300,000						Deductible: \$5,000 Each Accident
▪ Property Damage - Each Accident	\$100,000						Out-of-State Coverage Extension
▪ Physical Damage						Incl	\$2,500 deductible for Comp/Coll
Garagekeepers						Incl	
▪ Comprehensive	\$50,000						\$2,500 Deductible
▪ Collision	\$50,000						
Crime						\$1,437	
▪ Employee Dishonesty	\$100,000						\$1,000 Deductible -
▪ Forgery or Alteration	\$50,000						
▪ Theft, Disappearance, and Destruction	\$50,000						
▪ Computer Fraud	\$50,000						
Cyber Liability Coverage*	\$1,000,000	TPS - Chubb				\$9,530	
Crisis Management Coverage*	\$2,250,000	TPS - Beazley				Included	

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

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

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

P.O. Box 9000
Red Oak, TX 75154

111 W. Houston
San Antonio, TX 78205

SUMMARY OF INSURANCE

COVERAGE	AMOUNT	COMPANY	POLICY #	EFF	EXP	PREMIUM	COMMENTS
Terrorism*	\$1,000,000	TPS – Ironshore				Included	
Commercial Property TIV - \$281,571,557		Texas Political Subdivision	TBD	7/1/2025	7/1/2026	\$993,577	Includes Equipment and Terrorism RC except ACV roofs older than 20 years Deductibles: \$100,000 Per Occurrence 3% Wind/Hail per location subject to \$500,000 minimum any one occurrence \$150,000 Earth Movement \$150,000 Flood \$10,000 Equipment Breakdown \$10,000 Special Equipment
Sublimits: Newly Acquired Property \$10,000,000 Extra Expense \$5,000,000 Valuable Papers \$5,000,000 Property in Transit \$1,000,000 Accounts Receivable \$5,000,000 Demolition Cost Included Flood & Earth Movement \$10,000,000 Spoilage \$250,000 Outdoor Property \$1,000,000 Miscellaneous Unnamed Locations \$5,000,000							
Special Equipment: Electronic Data \$1,999,312 Contractor's Equipment \$454,735 Musical Band Instruments \$841,000 (new value) Misc Equipment \$325,393 Rented or Leased Equipment \$100,000							Deductible \$10,000 Per Occurrence Valuation ACV except Electronic Media RC

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

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

PREMIUM COMPARISON

Description of Coverage	Expiring Premium	Estimated Renewal Premium
Property	\$1,164,543	\$993,577
Crime	\$1,397	\$1,437
General Liability	\$4,991	\$4,870
Cyber Liability	\$7,599	\$9,530
School Board Legal Liability	\$25,472	\$26,639
Law Enforcement Liability	\$5,000	\$5,000
Commercial Automobile	\$64,296	\$66,349
Total Estimated Premium:	\$1,273,298	\$1,107,402

SPECIAL CONDITIONS:

Please note that TPS has revised the Property Casualty Interlocal Agreement effective 1/1/25. A copy has been included with the proposal. A signed copy will be required upon binding.

Crisis coverage is contingent upon receipt of an updated Schedule of Values (SOV) prior to binding. (Only locations listed in SOV are covered except as it relates to an off-site event.) Newly acquired/constructed locations should be reported to TPS as soon as possible.

Recommended Coverages/Services:

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

Payment Options:

We accept premium payments via check or online at <https://frostinsurance.appliedpay.com>. Please note that online payments are subject to an ACH fee of \$4 or a credit card fee of 3.5% per transaction. We have recently transitioned to a new payment vendor. You may notice some minor changes to the payment platform or processing details. If you have any questions or need assistance, please don't hesitate to contact us.

NOTE: Insurance rates and qualification guidelines are changing rapidly and are subject to change prior to binding. All policies are subject to final underwriting approval and inspection by the insurance company and they reserve the right to change or cancel policies as allowed by state law according to their further review.

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

Fiscal Implications:

The proposed budget addresses the 2025-2026 budget priorities and provides for the items necessary to fund the District’s instructional programs and operational costs for the 2025-2026 fiscal year. See the attached document and the Public Hearing presentation for additional information and details of all proposed budget components.

Administrative Recommendation:

Administration recommends the School Board approve and adopt the 2025-2026 fiscal year revenues and appropriations for the General Operating Fund, Student Nutrition Fund and Debt Service Fund. It is also recommended that the School Board approve and adopt the Resolution allowing for potential retroactive pay increases. This Budget may be amended in the event additional state funds are disbursed to the District, in accordance with Section §44.006 of the Texas Education Code.

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

**Red Oak ISD Proposed Budget
Fiscal Year 2025-2026**

	General Fund 2025-2026	Student Nutrition 2025-2026	Debt Service 2025-2026	Combined 2025-2026
Revenue				
Local (Tax Levy)	\$ 31,034,756	\$ -	\$ 14,694,433	\$ 45,729,189
Local (Other)	2,554,500	500,550	380,000	3,435,050
State	40,165,035	45,000	1,514,243	41,724,278
State (Other)	4,470,261	53,500	-	4,523,761
Federal Grants	1,100,000	3,686,868	-	4,786,868
Total	\$ 79,324,552	\$ 4,285,918	\$ 16,588,676	\$ 100,199,146
Expenses				
11-Instruction	\$ 40,444,168	\$ -	\$ -	\$ 40,444,168
12-Instr. Media Services	885,949	-	-	885,949
13-Staff Development	2,292,525	-	-	2,292,525
21-Instr. Leadership	825,210	-	-	825,210
23-School Leadership	5,270,860	-	-	5,270,860
31-Guidance and Counseling	4,361,461	-	-	4,361,461
32-Social Services	182,012	-	-	182,012
33-Health Services	1,007,382	-	-	1,007,382
34-Student Transportation	3,344,557	-	-	3,344,557
35-Student Nutrition	-	4,585,918	-	4,585,918
36-Extra/Co Curricular	2,619,157	-	-	2,619,157
41-General Administration	3,105,135	-	-	3,105,135
51-Plant Maintenance	8,419,911	-	-	8,419,911
52-Security & Monitoring	1,781,687	-	-	1,781,687
53-Data Processing	2,017,484	-	-	2,017,484
61-Community Service	1,868,304	-	-	1,868,304
71-Debt Service	448,750	-	18,214,938	18,663,688
81-Facilities Acquisition/Const.	-	-	-	-
99-Other Governmental	450,000	-	-	450,000
Total	\$ 79,324,552	\$ 4,585,918	\$ 18,214,938	\$ 102,125,408
Surplus/(Deficit)	\$ -	\$ (300,000)	\$ (1,626,262)	\$ (1,926,262)

**Red Oak ISD Summary Statement of General Fund
Comparative for Budget Year 2025-2026**

	Proposed Budget 2025-2026	Amended Budget 2024-2025	Variance
Revenue			
Local Tax (M&O Tax Levy)	\$ 31,034,756	\$ 29,921,028	\$ 1,113,728
Local (Other)	2,554,500	2,632,500	(78,000)
State	40,165,035	38,511,064	1,653,971
TRS on Behalf	4,470,261	4,089,823	380,438
Federal Grants	1,100,000	1,600,000	(500,000)
Non-Operating	-	-	-
Total	\$ 79,324,552	\$ 76,754,415	\$ 2,570,137
Expenses			
11-Instruction	\$ 40,444,168	\$ 38,560,259	\$ 1,883,909
12-Instr. Media Services	885,949	920,836	(34,887)
13-Staff Development	2,292,525	2,528,736	(236,211)
21-Instr. Leadership	825,210	779,954	45,256
23-School Leadership	5,270,860	4,972,563	298,297
31-Counseling	4,361,461	3,958,864	402,597
32-Social Services	182,012	202,029	(20,017)
33-Health Services	1,007,382	1,038,878	(31,496)
34-Student Transp.	3,344,557	3,442,777	(98,220)
36-Extra/Co Curricular	2,619,157	2,473,276	145,881
41-General Admin.	3,105,135	3,262,849	(157,714)
51-Plant Maint.	8,419,911	8,073,007	346,904
52-Security & Mon.	1,781,687	1,758,432	23,255
53-Data Processing	2,017,484	2,000,534	16,950
61-Community Serv.	1,868,304	1,958,671	(90,367)
71-Debt Service	448,750	448,750	-
81-Facilities Acquisition/Construct.	-	-	-
99-Other Governmental	450,000	374,000	76,000
Total	\$ 79,324,552	\$ 76,754,415	\$ 2,570,137
Surplus/(Deficit)	\$ -	\$ -	\$ -

Notes: Per Texas Education Code §29.091, the General Fund budget includes \$2,996,662 for costs of additional accelerated instruction to each student in which the student failed to perform satisfactorily on an end-of course assessment instrument required for graduation.

Per Texas Local Government Code §140.0045, the 2025-2026 General Fund budget includes \$1,275 for notices required by law to be published in the newspaper. The projected amount of expenditures in 2024-2025 for these notices is \$873.

Per Texas Local Government Code §140.0045, the 2025-2026 General Fund budget includes \$5,120 for the portion of membership fees and dues of any nonprofit state association or organization that directly or indirectly influences or attempts to influence the outcome of legislation or administrative action. The projected amount of membership expenditures in the 2024-2025 budget for lobbying is \$4,745.

**Red Oak ISD Summary Statement of Student Nutrition Fund
Comparative for Budget Year 2025-2026**

	Proposed Budget 2025-2026	Amended Budget 2024-2025	Variance
Revenue			
Local			
Interest	\$ 60,000	\$ 60,000	\$ -
Miscellaneous Local	25,000	20,372	4,628
Food Service Revenue	390,000	365,000	25,000
Catering	25,550	32,100	(6,550)
State			
School Lunch Matching	45,000	15,000	30,000
TRS On-Behalf	53,500	47,500	6,000
Federal			
School Breakfast Program	808,868	625,000	183,868
School Lunch Program	2,728,000	2,718,000	10,000
Commodities	150,000	120,000	30,000
Total	\$ 4,285,918	\$ 4,002,972	\$ 282,946
Expenses			
Salaries & Benefits			
Salaries	\$ 1,518,688	\$ 1,507,835	\$ 10,853
Benefits	337,512	342,619	(5,107)
TRS On-Behalf	53,500	47,500	6,000
Professional Services			
Maintenance & Repairs	19,500	21,600	(2,100)
Utilities	33,100	21,400	11,700
Rentals/Operating Leases	500	500	-
Commodities Processing	8,000	15,000	(7,000)
Miscellaneous	8,000	4,700	3,300
Supplies & Materials			
Food Items	1,969,000	2,475,700	(506,700)
Non-Food Items	261,500	261,500	-
Commodities	175,000	200,000	(25,000)
Food Services Supplies	51,118	52,500	(1,382)
Furniture <\$5,000	15,000	15,000	-
Technology <\$5,000	10,000	3,500	6,500
Other Equipment	86,000	80,118	5,882
Software	20,000	14,000	6,000
Miscellaneous			
Employee Travel	11,300	11,300	-
Transportation Costs	5,200	3,500	1,700
Membership Fees	1,000	1,000	-
Miscellaneous	2,000	8,700	(6,700)
Total	\$ 4,585,918	\$ 5,087,972	\$ (502,054)
Surplus/(Deficit)	\$ (300,000)	\$ (1,085,000)	\$ 785,000

**Red Oak ISD Summary Statement of Debt Service Fund
Comparative for Budget Year 2025-2026**

	Proposed Budget 2025-2026	Amended Budget 2024-2025	Variance
Revenue			
Local			
Interest & Sinking Tax Revenue	\$ 14,694,433	\$ 13,791,724	\$ 902,709
Penalty & Interest on Delinquent Interest	30,000	30,000	-
	350,000	350,000	-
State			
Instructional Facilities Allotment and Existing Debt Allotment	1,514,243	1,389,017	125,226
Total	\$ 16,588,676	\$ 15,560,741	\$ 1,027,935
Expenses			
Bond Principal	\$ 5,230,000	\$ 10,075,000	\$ (4,845,000)
Interest on Bonds	12,784,938	6,214,988	6,569,950
Amortization of Premium / Discount	-	-	-
Other Debt Service Fees	200,000	5,000	195,000
Total	\$ 18,214,938	\$ 16,294,988	\$ 1,919,950
Surplus/(Deficit)	\$ (1,626,262)	\$ (734,247)	\$ (892,015)

RED OAK INDEPENDENT SCHOOL DISTRICT

The Board of Trustees of Red Oak Independent School District hereby makes the following findings in connection with the compensation plan for Red Oak ISD employees for the 2025-2026 school year:

WHEREAS, the Red Oak Independent School District (“Red Oak ISD” or “District”) Board of Trustees (“Board”) plans to adopt the District’s budget; however, the Texas Legislature has not, at this time, appropriated additional monies to school districts to fund employee compensation increases; and

WHEREAS, the District would like to ensure that any additional funds appropriated by the Texas Legislature are incorporated into the District’s 2025-2026 employee compensation plan; and

WHEREAS, the District proposes adopting an employee compensation plan with the intention to revise the plan at a later date during the 2025-2026 school year in the event the Texas Legislature appropriates additional monies adequate to fund pay increases during the 2025-2026 school year; and

WHEREAS, all potential and conditional compensation increases contemplated under this Resolution shall constitute additional consideration for any employment contracts executed for the 2025-2026 school year.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Red Oak Independent School District Board of Trustees approves the employee compensation plan pending future legislative action, and in the event the Legislature appropriates additional funds for employee raises, the Board of Trustees hereby authorizes the Superintendent to develop a fair and equitable revised compensation plan to present to the Board for final approval, which would be implemented retroactively
2. This resolution shall take effect immediately upon its adoption.

Passed, Approved and Adopted this 16 day of June, 2025.

RED OAK INDEPENDENT SCHOOL DISTRICT

Melanie Petersen, President
Red Oak ISD Board of Trustees

Sean Kelly, Secretary
Red Oak ISD Board of Trustees

2025-2026 Accelerated Instruction Budget

Presented for:

Board Action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

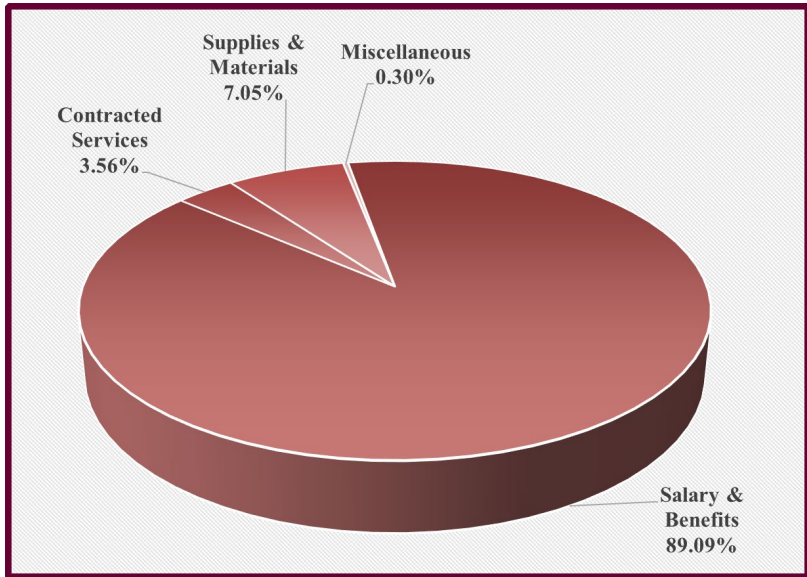
Dr. Bill Johnston, CPA, Chief Financial Officer

Background Information:

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

Fiscal Implications:

Funds allocated specifically for accelerated instruction and compensatory education in the 2025-2026 General Fund budget total \$2,996,662.



Administrative Recommendation:

Administration recommends the School Board approve the 2025-2026 compensatory education budget as presented with the understanding that additional accelerated instruction has been sufficiently funded.

Consider and Adopt an Order Authorizing the Issuance of Unlimited Tax Bonds, Establishing Sale Parameters, Authorizing the Execution of a Bond Purchase Agreement and an Escrow Agreement; Approving an Official Statement; and Enacting Other Provisions relating to the Subject

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Dr. Bill Johnston, CPA, Chief Financial Officer
Brenda Sanford, Superintendent

Background Information:

On May 3, 2025, the Red Oak ISD voters approved the issuance of \$213,913,000 (the "2025 Authorization Amount") in school bonds for the public purpose of construction, acquiring and equipping new school facilities, sub varsity athletic facilities and the renovation of Goodloe Stadium within the District and to pay the costs incurred in connection with the issuance of the Bonds.

The District is recommending the adoption of an order (the "Bond Order") authorizing the issuance of school building bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; resolving other matters incident and related to the issuance, sale, payment, and delivery of said bonds; and delegating matters relating to the sale, issuance and delivery of the bonds to an authorized district officer.

The Bond Order would authorize the issuance of the "Red Oak Independent School District School Unlimited Tax Bond, Series 2025" (the "2025 School Building Bond") and would further authorize the Superintendent and/or the Chief Financial Officer of the District to be the Pricing Officer authorized to act on behalf of the District ("Issuer") in selling and delivering the Bonds in one or more series, carrying out the other procedures specified in this Order, including the determining the date the Bonds will be sold.

Fiscal Implications:

The repayment of the issued bonds will be made through the District's Debt Service (I&S) Tax Rate.

Administrative Recommendation:

Administration recommends the School Board approve the adoption of an Order authorizing the issuance of Unlimited Tax Bonds, establishing sale parameters, authorizing the execution of a Bond Purchase Agreement and an Escrow Agreement, Approving an Official Statement and enacting other provisions relating to the Subject.

ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX BONDS, ESTABLISHING SALE PARAMETERS, AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

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

WHEREAS, the Issuer has previously issued, and there are presently outstanding, bonds of the Issuer payable from ad valorem taxes levied and to be levied, assessed and collected within the Issuer, without legal limit as to rate or amount; and

WHEREAS, the Issuer now desires to refund all or part of the bonds described in Schedule I attached hereto, collectively, the “Available Refunded Obligations”, and those Available Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the “Refunded Obligations”; and

WHEREAS, Chapter 1207, Texas Government Code (“Chapter 1207”) and Chapter 1371, Texas Government Code (“Chapter 1371”), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Board hereby finds and determines that it is in the best interests of the Issuer to issue the bonds hereinafter authorized (the “Bonds”), in one or more series, for the purposes stated, and to delegate to the Pricing Officer (hereinafter designated) the authority to act on behalf of the Issuer in selling and delivering the Bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in one or more pricing certificates (the “Pricing Certificate”) to be executed by the Pricing Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code, and Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the Board of Trustees of said Issuer deems it necessary and advisable to authorize, issue and deliver an installment of bonds voted on May 6, 2023 (the “2023 Bond Election”) (\$97,500,000.00 voted; \$80,000,000.00 previously issued; \$17,500,000.00 remaining to be issued); and

WHEREAS, the Board of Trustees of said Issuer deems it necessary and advisable to authorize, issue and deliver an installment of bonds voted on May 3, 2025 (the “2025 Bond Election” and together with the 2023 Bond Election, the “Bond Elections”) (\$213,913,000.00 voted; \$0 previously issued); and

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

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to the Bond Elections and Chapters 1207 and 1371, Texas Government Code, as amended, Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and other applicable laws; and

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

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The Bonds of the Issuer are hereby authorized to be issued and delivered, in one or more series, in the maximum aggregate principal amount hereinafter set forth for the public purposes of providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes, for the projects authorized by the Bond Elections and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Order shall be designated: “RED OAK INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX [SCHOOL BUILDING][REFUNDING] BOND, SERIES 20__,” and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the “Registered Owner”). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

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

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

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

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

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

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

Section 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1207 and Chapter 1371, the Superintendent and/or the Chief Financial Officer and/or the President of the Board of Trustees of the Issuer (each a “Pricing Officer”) are hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds in one or more series, determining which of the Available Refunded Obligations shall be refunded and carrying out the other procedures specified in this Order, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years or the amounts due at maturity, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt or taxable basis, whether the Bonds of any series shall be deemed designated or designated as “qualified tax-exempt obligations” as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

1. With respect to bonds issued for the purposes authorized by the Bond Elections:
 - (i) the aggregate original principal amount of the Bonds shall not exceed \$231,413,000.00;
 - (ii) the maximum true interest cost shall not exceed 6.00%; and

- (iii) the final maturity shall not be longer than August 15, 2056.
2. With respect to bonds issued for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes:
- (i) the aggregate original principal amount of the Bonds shall not exceed the aggregate principal amount of the Available Refunded Obligations set forth in Schedule I;
 - (ii) the refunding must produce a net present value debt service savings of at least 3.00%;
 - (iii) the maximum true interest cost shall not exceed 5.25%; and
 - (iv) the final maturity shall not be longer than August 15, 2038.
- (b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) of this Section 3, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the one year anniversary of the date of adoption of this Order. The Pricing Officer may determine to issue one or more series of Bonds and may exercise the authority granted herein on one or more dates to effectuate the issuance of multiple series of Bonds if multiple series are issued and, if multiple series are issued, each separate series may close on separate dates or on the same date, as determined by the Pricing Officer. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificates.
- (c) The Bonds may be issued in one or more series as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the Pricing Certificates.
- (d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per \$5,000 payment at maturity amount), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.
- (e) If the Pricing Officer determines that any series of the Bonds should be sold by a negotiated sale, the Pricing Officer shall designate the senior managing underwriter for the Bonds and such additional investment banking firms as deemed appropriate to assure that the Bonds are sold on the most advantageous terms to the Issuer. The Pricing Officer, acting for and on behalf of the Issuer, is authorized to enter into and carry out the terms of a bond purchase agreement for the Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Pricing Officer subject to the parameters set forth in this Order. Any such bond purchase agreement shall be substantially in a form and substance acceptable to the Pricing Officer. The Pricing Officer shall cause to be prepared an official statement for each series of the Bonds in such manner as the Pricing Officer deems appropriate.
- (f) If the Pricing Officer determines that any series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those

institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

(g) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Chapter 1207 and Chapter 1371, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer with the escrow agent or deposit agent named therein (the "Escrow Agent"), an escrow agreement or deposit agreement, in the form and substance as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement").

In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the Escrow Agreement (the "Escrow Fund").

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

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

Section 4. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion, and exchange of the Bonds (the "Registration Books"), and the Paying Agent/Registrar shall keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three (3) business days after request and

presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

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

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

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

Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one such entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations, or certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on

the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

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

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

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

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

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

Section 5. FORM OF BONDS.

The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bonds:

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF ELLIS
RED OAK INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX [SCHOOL BUILDING][REFUNDING BOND]
SERIES 20__

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO. R-			PRINCIPAL AMOUNT \$ _____
<u>INTEREST RATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

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

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ business[calendar] day of the month next preceding each such date[, regardless of whether such day is a business day] (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

NO. CR- _____ MATURITY AMOUNT \$ _____

INTEREST RATE ISSUANCE DATE MATURITY DATE CUSIP NO.

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE specified above, Red Oak Independent School District, in the County of Ellis, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

the Registered Owner set forth above, or registered assigns (hereinafter called the “registered owner”) the Maturity Amount in the amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____ and _____ of each year commencing _____. For convenience of reference, a table appears on the back of this Bond showing the “Compounded Amount” of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table.

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

[FORM OF REMAINDER OF EACH BOND]

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

THIS BOND is one of a Series of Bonds dated as of _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____, TO WIT: [\$ _____ FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING UNLIMITED TAX BONDS][\$ _____ FOR THE PURPOSES APPROVED AT THE MAY 6, 2023 AND MAY 3, 2025 BOND ELECTIONS] and comprised of (i) Bonds in the aggregate original principal amount of \$ _____ that pay interest only at maturity (the “Capital Appreciation Bonds”) and (ii) Bonds in the aggregate original principal amount of \$ _____ that pay interest semiannually until maturity (the “Current Interest Bonds”).

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

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

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

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

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

AT LEAST thirty (30) days prior to the date fixed for any redemption of Current Interest Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Current Interest Bond to be redeemed at its address as it appeared at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Current Interest Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Current Interest Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Current Interest Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for

redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Current Interest Bond shall be redeemed a substitute Current Interest Bond or Current Interest Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.

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

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of any integral multiple of \$5,000, and with respect to Capital Appreciation Bonds, in the denomination of \$5,000 payment at maturity amounts or any integral multiple thereof. As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order that it promptly will appoint a competent

and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

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

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

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

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

(signature)
Secretary, Board of Trustees

(signature)
President, Board of Trustees

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller of
Public Accounts of the State of Texas)

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

Dated

Paying Agent/Registrar

Authorized Representative

FORM OF ASSIGNMENT:
ASSIGNMENT

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

Please insert Social Security or Taxpayer
Identification Number of Transferee

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

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

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an
eligible guarantor institution participating in a
securities transfer association recognized
signature guarantee program.

NOTICE: The signature above must correspond
with the name of the registered owner as it
appears upon the front of this Bond in every
particular, without alteration or enlargement or
any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(b) Insertions for the Initial Current Interest Bond:

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

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

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

"Red Oak Independent School District, being a political subdivision located in the County of Ellis, Texas (the "Issuer"), hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "registered owner"), on the dates, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Dates ()	Principal Installments(\$)	Interest Rates(%)
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(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof of the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

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

(c) Insertions for the initial Capital Appreciation Bond:

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

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

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

“Red Oak Independent School District, being a political subdivision located in the County of Ellis, Texas (the “Issuer”), hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the “registered owner”) the Maturity Amount on the dates and in the amounts set forth in the following schedule:

Maturity Dates ()	Principal Amounts(\$)	Maturity Amounts(\$)	Interest Rates(%)
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(Information for the Capital Appreciation Bonds from the Pricing Certificate to be inserted)

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

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

Section 6. TAX LEVY.

(a) A special Interest and Sinking Fund (the “Interest and Sinking Fund”) is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received from the initial purchasers of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

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

Section 7. DEFEASANCE OF BONDS.

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

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

Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

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

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

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

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

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

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

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

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

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

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

Section 10. FEDERAL TAX COVENANTS.

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

- (i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;
- (ii) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

- (iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (iv) to refrain from taking any action which would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;
- (v) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;
- (vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --
 - (1) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,
 - (2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;
- (vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);
- (viii) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings), if applicable; and
- (ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

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

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

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

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the “Project”) on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For

purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Declaration of Official Intent of Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. SALE OF BONDS; OFFICIAL STATEMENT.

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

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

Section 12. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Underwriters, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate.

(b) The paying agent/registrars for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption dates.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrars for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the orders of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Obligation Orders"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrars shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Orders, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrars, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv)

payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement.

Section 13. FURTHER PROCEDURES.

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

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

Section 14. COMPLIANCE WITH RULE 15c2-12.

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

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

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

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

(b) Annual Reports. (i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 11 of this Order, as described in the Pricing Certificate, and financial statements within twelve (12) months of the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the

Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within twelve (12) months after any such fiscal year end, then the Issuer shall file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

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

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

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by subsection (b). As used in clause (c)12 above, the phrase "bankruptcy, insolvency, receivership or similar

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

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

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

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

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

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a

majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) any qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 15. FACILITIES ALLOTMENT FUNDS; STATE ASSISTANCE FUNDS. In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with one or more programs established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created pursuant to Section 6. Notwithstanding the requirements of Section 6, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 6 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

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

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

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners (for purposes of this sentence only, 100% of the aggregate principal amount of Bonds which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be deemed to be owned by such bond insurance provider) of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in

aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

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

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

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

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

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

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

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

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

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

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

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

- (i) the failure to make payment of the principal of or interest on any of the Current Interest Bonds or the Maturity Value of the Capital Appreciation Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

Section 22. REMEDIES FOR DEFAULT.

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

Section 23. REMEDIES NOT EXCLUSIVE.

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

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

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

SCHEDULE I
SCHEDULE OF AVAILABLE REFUNDED OBLIGATIONS

Unlimited Tax Refunding Bonds, Series 2016
 (Current Interest Bonds)

YEAR(8/15)	AMOUNT OUTSTANDING(\$)
2025 ⁽¹⁾	30,000
2026 ⁽¹⁾	30,000
2027 ⁽²⁾	35,000
2028 ⁽²⁾	35,000
2029 ⁽²⁾	30,000
2030 ⁽²⁾	35,000
2031 ⁽²⁾	40,000
2032 ⁽²⁾	35,000
2033 ⁽²⁾	1,120,000
2034	1,605,000
2035	1,675,000
2036	1,750,000
2037	1,830,000
2038	270,000

⁽¹⁾ Represents a mandatory sinking fund payment for the term bond maturing August 15, 2026.

⁽²⁾ Represents a mandatory sinking fund payment for the term bond maturing August 15, 2033.

Unlimited Tax Refunding Bonds, Series 2017
 (Current Interest Bonds)

YEAR(8/15)	AMOUNT OUTSTANDING(\$)
2025	1,115,000
2026	1,155,000
2027	1,940,000
2028	2,035,000
2029	2,815,000
2030	2,960,000
2031	3,110,000
2032	3,275,000
2033	3,440,000
2034	3,545,000
2035	3,660,000
2036	3,770,000
2037	3,885,000
2038	3,715,000

Board Endorsement of TASB Director Candidate

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Melanie Petersen, Board President

Background Information:

From May 12, 2025 through August 1, 2025, Districts have the opportunity to endorse candidates in their Region for the TASB Board of Directors. If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly. The nomination from the individual’s local school board is counted as an endorsement.

The following candidates have filed for Position A:

- Nichole Bentley (Coppell ISD)
- Misty Koerkenmeier (Ferris ISD)
- Robert Selders, Jr. (Garland ISD)
- Jessica Ward (Midlothian ISD)

The following candidates have filed for Position B:

- Regina Harris (Richardson ISD)
- Lee Mathew (Sunnyvale ISD)
- Carma Morgan (Cedar Hill ISD)

The current Director in Position C, Dan Micciche, Dallas ISD, has indicated that he will be seeking re-election for a full three-year term and is unopposed.

The term of these positions is for three years beginning at the close of the 2025 Annual TASA/TASB Convention and expiring after Convention 2028.

Fiscal Implications:

N/A.

Administrative Recommendation:

Administration recommends the consensus of the Board in the endorsements of candidates for TASB Director Positions A, B, and C.



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

****Board action must be taken no earlier than May 12, 2025, and no later than August 1, 2025****

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 1, 2025.

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

TASB Director Candidates

*Indicates Large District Director Positions

(I) Incumbents

<u>REGION/POSITION</u>	<u>DIRECTOR</u>	<u>DISTRICT</u>	<u>TERM</u>
Region 1, Position B	Ester Cardoza-White	Monte Alto ISD	2025–2028
	Rudy Corona	San Benito CISD	
	Sylvia Sánchez Garza (I)	South Texas ISD	
Region 2	Moises Alfaro (I)	Mathis ISD	2025–2028
	Jessica Quintanilla	Brooks County ISD	
Region 4, Position C	Crystal Carbone (I)	Pearland ISD	2025–2027
Region 4, Position E*	Rebecca Fox (I)	Katy ISD	2025–2028
Region 4, Position F*	Todd LeCompte	Cypress-Fairbanks ISD	2025–2027
Region 6, Position A	Elizabeth Ivey	Montgomery ISD	2025–2028
Region 6, Position B*	Vacant	Conroe ISD	2025–2028
Region 7	Tony Raymond (I)	Sabine ISD	2025–2028
Region 9	Mark Lukert (I)	Wichita Falls ISD	2025–2028
Region 10, Position A	Nichole Bentley	Coppell ISD	2025–2027
	Misty Koerkenmeier	Ferris ISD	
	Robert Selders, Jr.	Garland ISD	
	Jessica Ward	Midlothian ISD	
Region 10, Position B	Regina Harris	Richardson ISD	2025–2028
	Lee Mathew	Sunnyvale ISD	
	Carma Morgan	Cedar Hill ISD	
Region 10, Position C*	Dan Micciche (I)	Dallas ISD	2025–2028
Region 11, Position A	Julie Cole (I)	Hurst-Euless-Bedford ISD	2025–2028
Region 13, Position A*	Lynn Boswell (I)	Austin ISD	2025–2028
Region 16	Cindy Spanel (I)	Highland Park ISD-Potter County	2025–2028
Region 20, Position D	Louie Luna	Harlandale ISD	2025–2028
	Rich Sena (I)	Boerne ISD	

Memorandum of Understanding with the Red Oak I.S.D. Education Foundation

Presented for:

Board Action X

Report/Review Only _____

Supporting documents:

None _____

Attached X

Provided Later _____

Contact Person:

Karen Anderson, Executive Director of Education Foundation

Brenda Sanford, Superintendent

Background Information:

The Red Oak ISD Education Foundation Board of Directors reviewed the Memorandum of Understanding dated June 2025 and would like to present to the Board of Trustees for adoption for the 2025-2026 school year.

Fiscal Implications:

There are no additional fiscal implications.

Administrative Recommendation:

Administration recommends that the ROISD Education Foundation and Red Oak ISD Memorandum of Understanding be approved as presented for the 2025-2026 school year.

MEMORANDUM OF UNDERSTANDING

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

Public Purposes

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

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

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

Commitment

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

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

Responsibilities of the Foundation

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

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

3. The Foundation agrees that, in each of the Foundation's fiscal years, the Foundation shall contribute more to the District than the value of the District's contribution to the Foundation or else Red Oak ISD funding may, in the Red Oak ISD Board's discretion, either cease or be decreased for the coming fiscal year. For purposes of this Agreement, amounts contributed to the District by the Foundation in any fiscal year shall include all Foundation grants to teachers, designated grants from outside sources provided to the District through the Foundation, funds provided by the Foundation for District initiatives, employee and teacher of the month recognitions, and all payments to the Endowment Fund made in that fiscal year, but shall not include monies deposited into retained earnings until those retained earnings are spent for the benefit of the District through a grant or an Endowment Fund payment.
4. The Foundation agrees to provide reimbursement of at least 20% of the foundation's previous fiscal year's fundraising efforts to help offset operating expenses of the Foundation. This amount will be provided to ROISD Superintendent in letter each February stating contribution amount.
5. The Foundation agrees that it will require its personnel and the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
6. The Foundation agrees that it will continue to recognize the District as the beneficiary of its solicitation program.

Controls

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

1. The executive director and any support personnel serving the Foundation shall be at-will employees of Red Oak ISD, under the direct supervision and control of the Superintendent of Schools. The Foundation may consult with the Superintendent regarding the executive director's and support personnel's job performance.
2. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
3. The Red Oak ISD Board of Trustees and the Foundation Board designate the executive director of the Foundation as the fiscal agent with the authority to accept grants on behalf of the Foundation for the benefit of Red Oak ISD. The executive director shall report all grants awarded to the District and the Foundation to the Red Oak ISD Superintendent of Schools. The executive director as fiscal agent is responsible for the prudent management of all gifts consistent with donor intent.
4. The Foundation shall provide an IRS Form 990 annually to the Red Oak ISD Board reflecting the District's contributions to the Foundation, which may be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 may also be posted on the Foundation's website at the discretion of the Foundation's Board of Directors.

The Foundation will also provide a copy of the current annual audit that is conducted by an outside accounting firm to the District.

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

This Memorandum is effective June _____ 2025.

RED OAK ISD BOARD OF TRUSTEES

**RED OAK ISD EDUCATION
FOUNDATION**

Melanie Petersen, President

Donny Lutrick, President

ATTEST:

Sean Kelly, Secretary

RECOMMENDED:

Brenda Sanford, Superintendent

Updated: June 2025

ATTEST:

Ms. Monique Ballard, Secretary

RECOMMENDED:

Ms. Karen Anderson, Executive Director

Purchase of Advanced Placement Textbook Resources

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Lynn Dockery, Director of Curriculum and Instruction

Background Information:

We are updating our out-of-date Advanced Placement textbook adoptions to ensure students have access to the most up to date publications. The Curriculum Department, in collaboration with the Advanced Placement teachers, have viewed different publishers and reviewed the content for product alignment to College Board expectations and exam preparation. The information below shows each publisher we reviewed along with the timeline, the courses in which we need new textbooks, which publisher was selected, and the cost for each course along with total cost.

Publishers reviewed and timeline of teacher feedback:

1.) Pearson Publishing:

- ~ Initial discussion with representative – February 20
- ~ Teacher informational session – February 26
- ~ Teacher interactive work with the publisher textbooks/online resources – February 26-Mar 20 (we had to wait for textbooks to arrive and spring break was during this period)
- ~ Survey to teachers on review and feedback of publisher – March 24-March 28

2.) **Bedford, Freeman, and Worth (BFW) Publishing:

- ~ Initial discussion with representative – April 10
- ~ Teacher informational session – April 11
- ~ Teacher interactive work with the publisher textbooks/online resources – April 14-May 14 (we had to wait for textbooks to arrive, and end-of-year assessments were during this period)
- ~ Survey to teachers on review and feedback of publisher – May 19-May 22

** Publisher chosen for AP resources to be ordered.

Cost (by content, publisher, and length of adoption):

We will be ordering a class set of 35 hardback textbooks per Advanced Placement content course to keep in the classroom along with the appropriate number of online textbooks and resources based on the number of students enrolled in each course.

BFW -

AP Human Geography: “Human Geography for the AP Course” (6 years): \$14,628.30

AP World History: “Ways of the World” (6 years): \$16,902.90

APUSH: “Fabric of a Nation” (6 years): \$23,707.10

APUSG: “Stories of a Nation” (6 years): \$19,542.60

Macroeconomics: “Krugman’s Macroeconomics for the AP Course” (6 years): \$20,997.90

AP Psych: “Myer’s Psychology for the AP Course” (6 years): \$13,473.60

AP Statistics: “The Practice of Statistics for the AP Course” (6 years): \$12,283.80

Fiscal Implications:

The total for all textbooks brought forward tonight is approximately **\$121,536.20 (plus shipping cost)**.

The purchase will be made from IMA (Instructional Materials Allotment) funds.

Administrative Recommendation:

Administration recommends that the Board approve the purchase of updated AP textbook adoptions for the AP courses listed above, in the amount of \$121,536.20, plus shipping, from Bedford, Freeman and Worth using Allied States contract 24-7474.

Human Geography

1-Year		\$148.98		
Print Only	Print	Quantity	Price	Est. Price
		85	\$148.98	\$12,663.30

1-to-1 Print & Digital		\$148.98		
Print	Add-On Achieve 1-Yr	Quantity	Price	Est. Price
		85	\$148.98	\$12,663.30
		85	\$12.00	\$1,020.00
\$13,683.30				

Class Sets Print, 1-to-1 Digital		\$148.98		
Print	Add-On Achieve 1-Yr	Quantity	Price	Est. Price
		35	\$148.98	\$5,214.30
		35	\$12.00	\$420.00
		50	\$55.00	\$2,750.00
\$8,384.30				

1-to-1 Digital		\$55.00		
Achieve 1-Yr	Achieve 1-Yr	Quantity	Price	Est. Price
		85	\$55.00	\$4,675.00

3-Year		\$148.98		
Print	Format	Quantity	Price	Est. Price
		85	\$148.98	\$12,663.30

Add-On Achieve 3-Yr		\$148.98		
Print	Add-On Achieve 3-Yr	Quantity	Price	Est. Price
		85	\$148.98	\$12,663.30
		85	\$27.00	\$2,295.00
\$14,958.30				

Class Sets Print, Add-On Achieve 3-Yr		\$148.98		
Print	Add-On Achieve 3-Yr	Quantity	Price	Est. Price
		35	\$148.98	\$5,214.30
		35	\$27.00	\$945.00
		50	\$151.98	\$7,599.00
\$13,758.30				

Achieve 3-Yr		\$151.98		
Achieve 3-Yr	Achieve 3-Yr	Quantity	Price	Est. Price
		85	\$151.98	\$12,918.30

5-Year		\$148.98		
Print	Format	Quantity	Price	Est. Price
		85	\$148.98	\$12,663.30

Add-On Achieve 5-Yr		\$148.98		
Print	Add-On Achieve 5-Yr	Quantity	Price	Est. Price
		85	\$148.98	\$12,663.30
		85	\$33.00	\$2,805.00
\$15,468.30				

Class Sets Print, Add-On Achieve 5-Yr		\$148.98		
Print	Add-On Achieve 5-Yr	Quantity	Price	Est. Price
		35	\$148.98	\$5,214.30
		35	\$33.00	\$1,155.00
		50	\$154.98	\$7,749.00
\$14,118.30				

Achieve 5-Yr		\$154.98		
Achieve 5-Yr	Achieve 5-Yr	Quantity	Price	Est. Price
		85	\$154.98	\$13,173.30

6-Year		\$148.98		
Print	Format	Quantity	Price	Est. Price
		85	\$148.98	\$12,663.30

Add-On Achieve 6-Yr		\$148.98		
Print	Add-On Achieve 6-Yr	Quantity	Price	Est. Price
		85	\$148.98	\$12,663.30
		85	\$39.00	\$3,315.00
\$15,978.30				

Class Sets Print, Add-On Achieve 6-Yr		\$148.98		
Print	Add-On Achieve 6-Yr	Quantity	Price	Est. Price
		35	\$148.98	\$5,214.30
		35	\$39.00	\$1,365.00
		50	\$180.98	\$9,049.00
\$14,628.30				

Achieve 6-Yr		\$180.98		
Achieve 6-Yr	Achieve 6-Yr	Quantity	Price	Est. Price
		85	\$180.98	\$15,383.30

Ways of the World

1-Year		\$139.98		Ext. Price	
Format	Quantity	Price	Quantity	Price	Ext. Price
Print Only	105	\$139.98	105	\$139.98	\$14,697.90

140-1 Print & Digital	Print	105	\$139.98	\$14,697.90
	Add-On Achieve 1-Yr	105	\$12.00	\$1,260.00
\$15,957.90				

Class Sets Print:		\$139.98		Ext. Price	
Format	Quantity	Price	Quantity	Price	Ext. Price
140-1 Digital	35	\$139.98	35	\$139.98	\$4,899.30
	Add-On Achieve 1-Yr	35	\$12.00	\$420.00	
	Achieve 1-Yr	70	\$55.00	\$3,850.00	
\$9,169.30					

140-1 Digital	Achieve 1-Yr	105	\$55.00	\$5,775.00
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3-Year		\$139.98		Ext. Price	
Format	Quantity	Price	Quantity	Price	Ext. Price
Print	105	\$139.98	105	\$139.98	\$14,697.90

Print	105	\$139.98	105	\$139.98	\$14,697.90
	Add-On Achieve 3-Yr	105	\$27.00	\$2,835.00	
\$17,532.90					

Print	35	\$139.98	35	\$139.98	\$4,899.30
	Add-On Achieve 3-Yr	35	\$27.00	\$945.00	
	Achieve 3-Yr	70	\$142.98	\$10,008.60	
\$15,852.90					

Achieve 3-Yr	105	\$142.98	105	\$142.98	\$15,012.90
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5-Year		\$139.98		Ext. Price	
Format	Quantity	Price	Quantity	Price	Ext. Price
Print	105	\$139.98	105	\$139.98	\$14,697.90

Print	105	\$139.98	105	\$139.98	\$14,697.90
	Add-On Achieve 5-Yr	105	\$33.00	\$3,465.00	
\$18,162.90					

Print	35	\$139.98	35	\$139.98	\$4,899.30
	Add-On Achieve 5-Yr	35	\$33.00	\$1,155.00	
	Achieve 5-Yr	70	\$145.98	\$10,218.60	
\$16,272.90					

Achieve 5-Yr	105	\$145.98	105	\$145.98	\$15,327.90
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6-Year		\$139.98		Ext. Price	
Format	Quantity	Price	Quantity	Price	Ext. Price
Print	105	\$139.98	105	\$139.98	\$14,697.90

Print	105	\$139.98	105	\$139.98	\$14,697.90
	Add-On Achieve 6-Yr	105	\$39.00	\$4,095.00	
\$18,792.90					

Print	35	\$139.98	35	\$139.98	\$4,899.30
	Add-On Achieve 6-Yr	35	\$39.00	\$1,365.00	
	Achieve 6-Yr	70	\$151.98	\$10,638.60	
\$16,902.90					

Achieve 6-Yr	105	\$151.98	105	\$151.98	\$15,957.90
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Fabric of a Nation

1-Year **\$144.98**

Format	Quantity	Price	Est. Price
Print Only	145	\$144.98	\$21,022.10

14c-1 Print & Digital

Print	145	\$144.98	\$21,022.10
Add-On Achieve 1-Yr	145	\$12.00	\$1,740.00
			\$22,762.10

Class Sets Print:

14c-1 Digital	35	\$144.98	\$5,074.30
Add-On Achieve 1-Yr	35	\$12.00	\$420.00
Achieve 1-Yr	110	\$55.00	\$6,050.00
			\$11,544.30

14c-1 Digital	145	\$55.00	\$7,875.00
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3-Year **\$144.98**

Format	Quantity	Price	Est. Price
Print	145	\$144.98	\$21,022.10

14c-1 Print & Digital

Print	145	\$144.98	\$21,022.10
Add-On Achieve 3-Yr	145	\$27.00	\$3,915.00
			\$24,937.10

Class Sets Print:

14c-1 Digital	35	\$144.98	\$5,074.30
Add-On Achieve 3-Yr	35	\$27.00	\$945.00
Achieve 3-Yr	110	\$147.98	\$16,277.80
			\$22,297.10

Achieve 3-Yr	145	\$147.98	\$21,457.10
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5-Year **\$144.98**

Format	Quantity	Price	Est. Price
Print	145	\$144.98	\$21,022.10

14c-1 Print & Digital

Print	145	\$144.98	\$21,022.10
Add-On Achieve 5-Yr	145	\$33.00	\$4,785.00
			\$25,807.10

Class Sets Print:

14c-1 Digital	35	\$144.98	\$5,074.30
Add-On Achieve 5-Yr	35	\$33.00	\$1,155.00
Achieve 5-Yr	110	\$150.98	\$16,607.80
			\$22,837.10

Achieve 5-Yr	145	\$150.98	\$21,892.10
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6-Year **\$144.98**

Format	Quantity	Price	Est. Price
Print	145	\$144.98	\$21,022.10

14c-1 Print & Digital

Print	145	\$144.98	\$21,022.10
Add-On Achieve 6-Yr	145	\$39.00	\$5,655.00
			\$26,677.10

Class Sets Print:

14c-1 Digital	35	\$144.98	\$5,074.30
Add-On Achieve 6-Yr	35	\$39.00	\$1,365.00
Achieve 6-Yr	110	\$156.98	\$17,287.80
			\$23,707.10

Achieve 6-Yr	145	\$156.98	\$22,762.10
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American Government

1-Year		\$142.98		Est. Price	
Format	Quantity	Price	Est. Price	Format	Quantity
Print Only	120	\$142.98	\$17,157.60		

Print	120	\$142.98	\$17,157.60
Add-On Achieve 1-Yr	120	\$12.00	\$1,440.00
\$18,597.60			

Class Set Print, 140-1 Digital		\$142.98		Est. Price	
Format	Quantity	Price	Est. Price	Format	Quantity
Print	35	\$142.98	\$5,004.30		
Add-On Achieve 1-Yr	35	\$12.00	\$420.00		
Achieve 1-Yr	85	\$55.00	\$4,675.00		
\$10,099.30					

Achieve 1-Yr	120	\$55.00	\$6,600.00
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3-Year		\$142.98		Est. Price	
Format	Quantity	Price	Est. Price	Format	Quantity
Print	120	\$142.98	\$17,157.60		

Print	120	\$142.98	\$17,157.60
Add-On Achieve 3-Yr	120	\$27.00	\$3,240.00
\$20,397.60			

Print	35	\$142.98	\$5,004.30
Add-On Achieve 3-Yr	35	\$27.00	\$945.00
Achieve 3-Yr	85	\$145.98	\$12,408.30
\$18,357.60			

Achieve 3-Yr	120	\$145.98	\$17,517.60
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5-Year		\$142.98		Est. Price	
Format	Quantity	Price	Est. Price	Format	Quantity
Print	120	\$142.98	\$17,157.60		

Print	120	\$142.98	\$17,157.60
Add-On Achieve 5-Yr	120	\$33.00	\$3,960.00
\$21,117.60			

Print	35	\$142.98	\$5,004.30
Add-On Achieve 5-Yr	35	\$33.00	\$1,155.00
Achieve 5-Yr	85	\$148.98	\$12,663.30
\$18,822.60			

Achieve 5-Yr	120	\$148.98	\$17,877.60
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6-Year		\$142.98		Est. Price	
Format	Quantity	Price	Est. Price	Format	Quantity
Print	120	\$142.98	\$17,157.60		

Print	120	\$142.98	\$17,157.60
Add-On Achieve 6-Yr	120	\$39.00	\$4,680.00
\$21,837.60			

Print	35	\$142.98	\$5,004.30
Add-On Achieve 6-Yr	35	\$39.00	\$1,365.00
Achieve 6-Yr	85	\$154.98	\$13,172.30
\$19,542.60			

Achieve 6-Yr	120	\$154.98	\$18,597.60
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Krugman's Macroeconomics

1-Year		\$178.98			
Print Only	Print	Format	Quantity	Price	Est. Price
			105	\$178.98	\$18,792.90

1-10-1 Print & Digital	Print		105	\$178.98	\$18,792.90
	Add-On Achieve 1-Yr		105	\$22.00	\$2,285.00
					\$20,052.90

Class Sets Print, 1-10-1 Digital					
Print	Print	Format	Quantity	Price	Est. Price
			35	\$178.98	\$6,264.30
	Add-On Achieve 1-Yr		35	\$12.00	\$420.00
	Achieve 1-Yr		70	\$55.00	\$3,850.00
					\$10,534.30

1-10-1 Digital	Achieve 1-Yr		105	\$55.00	\$5,775.00
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3-Year		\$178.98			
Print	Print	Format	Quantity	Price	Est. Price
			105	\$178.98	\$18,792.90

Print			105	\$178.98	\$18,792.90
Add-On Achieve 3-Yr			105	\$27.00	\$2,835.00
					\$21,627.90

Print			35	\$178.98	\$6,264.30
Add-On Achieve 3-Yr			35	\$27.00	\$945.00
Achieve 3-Yr			70	\$181.88	\$12,738.60
					\$19,947.90

Achieve 3-Yr			105	\$181.88	\$19,107.90
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5-Year		\$178.98			
Print	Print	Format	Quantity	Price	Est. Price
			105	\$178.98	\$18,792.90

Print			105	\$178.98	\$18,792.90
Add-On Achieve 5-Yr			105	\$33.00	\$3,465.00
					\$22,257.90

Print			35	\$178.98	\$6,264.30
Add-On Achieve 5-Yr			35	\$33.00	\$1,155.00
Achieve 5-Yr			70	\$184.98	\$12,948.60
					\$20,367.90

Achieve 5-Yr			105	\$184.98	\$19,422.90
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6-Year		\$178.98			
Print	Print	Format	Quantity	Price	Est. Price
			105	\$178.98	\$18,792.90

Print			105	\$178.98	\$18,792.90
Add-On Achieve 6-Yr			105	\$39.00	\$4,095.00
					\$22,887.90

Print			35	\$178.98	\$6,264.30
Add-On Achieve 6-Yr			35	\$39.00	\$1,365.00
Achieve 6-Yr			70	\$190.98	\$13,368.60
					\$20,997.90

Achieve 6-Yr			105	\$190.98	\$20,052.90
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Myers' Psychology

1-Year		\$166.98	
Format	Quantity	Price	Ext. Price
Print Only	70	\$166.98	\$11,688.60

1-40-1 Print & Digital		\$166.98		\$11,688.60	
Format	Quantity	Price	Ext. Price	Format	Quantity
Print	70	\$166.98	\$11,688.60	Print	70
Add-On Achieve 1-Yr	70	\$12.00	\$840.00	Add-On Achieve 1-Yr	70
\$12,528.60					

Class Set Print, 1-40-1 Digital		\$166.98		\$5,844.30	
Format	Quantity	Price	Ext. Price	Format	Quantity
Print	35	\$166.98	\$5,844.30	Print	35
Add-On Achieve 1-Yr	35	\$12.00	\$420.00	Add-On Achieve 1-Yr	35
Achieve 1-Yr	35	\$55.00	\$1,925.00	Achieve 1-Yr	35
\$8,189.30					

1-40-1 Digital		\$55.00		\$3,850.00	
Format	Quantity	Price	Ext. Price	Format	Quantity
Achieve 1-Yr	70	\$55.00	\$3,850.00	Achieve 1-Yr	70

3-Year		\$166.98	
Format	Quantity	Price	Ext. Price
Print	70	\$166.98	\$11,688.60

3-Year		\$166.98		\$11,688.60	
Format	Quantity	Price	Ext. Price	Format	Quantity
Print	70	\$166.98	\$11,688.60	Print	70
Add-On Achieve 3-Yr	70	\$27.00	\$1,890.00	Add-On Achieve 3-Yr	70
\$13,578.60					

3-Year		\$166.98		\$5,844.30	
Format	Quantity	Price	Ext. Price	Format	Quantity
Print	35	\$166.98	\$5,844.30	Print	35
Add-On Achieve 3-Yr	35	\$27.00	\$945.00	Add-On Achieve 3-Yr	35
Achieve 3-Yr	35	\$109.98	\$3,849.30	Achieve 3-Yr	35
\$12,738.60					

3-Year		\$166.98		\$11,688.60	
Format	Quantity	Price	Ext. Price	Format	Quantity
Achieve 3-Yr	70	\$166.98	\$11,688.60	Achieve 3-Yr	70

5-Year		\$166.98	
Format	Quantity	Price	Ext. Price
Print	70	\$166.98	\$11,688.60

5-Year		\$166.98		\$11,688.60	
Format	Quantity	Price	Ext. Price	Format	Quantity
Print	70	\$166.98	\$11,688.60	Print	70
Add-On Achieve 5-Yr	70	\$33.00	\$2,310.00	Add-On Achieve 5-Yr	70
\$13,998.60					

5-Year		\$166.98		\$5,844.30	
Format	Quantity	Price	Ext. Price	Format	Quantity
Print	35	\$166.98	\$5,844.30	Print	35
Add-On Achieve 5-Yr	35	\$33.00	\$1,155.00	Add-On Achieve 5-Yr	35
Achieve 5-Yr	35	\$172.98	\$6,054.30	Achieve 5-Yr	35
\$13,053.60					

5-Year		\$166.98		\$12,108.60	
Format	Quantity	Price	Ext. Price	Format	Quantity
Achieve 5-Yr	70	\$172.98	\$12,108.60	Achieve 5-Yr	70

6-Year		\$166.98	
Format	Quantity	Price	Ext. Price
Print	70	\$166.98	\$11,688.60

6-Year		\$166.98		\$11,688.60	
Format	Quantity	Price	Ext. Price	Format	Quantity
Print	70	\$166.98	\$11,688.60	Print	70
Add-On Achieve 6-Yr	70	\$39.00	\$2,730.00	Add-On Achieve 6-Yr	70
\$14,418.60					

6-Year		\$166.98		\$5,844.30	
Format	Quantity	Price	Ext. Price	Format	Quantity
Print	35	\$166.98	\$5,844.30	Print	35
Add-On Achieve 6-Yr	35	\$39.00	\$1,365.00	Add-On Achieve 6-Yr	35
Achieve 6-Yr	35	\$178.98	\$6,264.30	Achieve 6-Yr	35
\$13,473.60					

6-Year		\$166.98		\$12,528.60	
Format	Quantity	Price	Ext. Price	Format	Quantity
Achieve 6-Yr	70	\$178.98	\$12,528.60	Achieve 6-Yr	70

The Practice of Statistics

1-Year		\$176.98	
Format	Quantity	Price	Est. Price
Print Only	60	\$176.98	\$10,618.80

Print	60	\$176.98	\$10,618.80
Add-On Achieve 1-Yr	60	\$12.00	\$720.00
\$11,338.80			

Class Sets Print		\$176.98	
Format	Quantity	Price	Est. Price
140-1 Digital	35	\$176.98	\$6,194.30
Add-On Achieve 1-Yr	35	\$12.00	\$420.00
Achieve 1-Yr	25	\$55.00	\$1,375.00
\$7,989.30			

Achieve 1-Yr	60	\$55.00	\$3,300.00
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3-Year		\$176.98	
Format	Quantity	Price	Est. Price
Print	60	\$176.98	\$10,618.80

Print	60	\$176.98	\$10,618.80
Add-On Achieve 3-Yr	60	\$27.00	\$1,620.00
\$12,238.80			

Print	35	\$176.98	\$6,194.30
Add-On Achieve 3-Yr	35	\$27.00	\$945.00
Achieve 3-Yr	25	\$179.98	\$4,499.50
\$11,638.80			

Achieve 3-Yr	60	\$179.98	\$10,798.80
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5-Year		\$176.98	
Format	Quantity	Price	Est. Price
Print	60	\$176.98	\$10,618.80

Print	60	\$176.98	\$10,618.80
Add-On Achieve 5-Yr	60	\$33.00	\$1,980.00
\$12,598.80			

Print	35	\$176.98	\$6,194.30
Add-On Achieve 5-Yr	35	\$33.00	\$1,155.00
Achieve 5-Yr	25	\$182.98	\$4,574.50
\$11,923.80			

Achieve 5-Yr	60	\$182.98	\$10,978.80
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6-Year		\$176.98	
Format	Quantity	Price	Est. Price
Print	60	\$176.98	\$10,618.80

Print	60	\$176.98	\$10,618.80
Add-On Achieve 6-Yr	60	\$39.00	\$2,340.00
\$12,958.80			

Print	35	\$176.98	\$6,194.30
Add-On Achieve 6-Yr	35	\$39.00	\$1,365.00
Achieve 6-Yr	25	\$188.98	\$4,724.50
\$12,283.80			

Achieve 6-Yr	60	\$188.98	\$11,338.80
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Purchase of i-Ready Materials

Presented for:

Board Action X

Report/Review Only _____

Supporting documents:

None _____

Attached X

Provided Later _____

Contact Person:

Megan Corns, Chief Technology Officer
Michelle Owen, Chief Academic Officer
Lynn Dockery, Director of Curriculum and Instruction

Background Information:

Red Oak ISD has utilized i-Ready and Curriculum Associates material for multiple years. In the 2024-2025 school year, the District was able to utilize a grant to cover a portion of a District level implementation for all K-8 grade students in the areas of reading and math. The i-Ready diagnostic is utilized at the beginning of the year, middle of the year and end of the year. This diagnostic provides targeted lessons for students and a teacher toolbox for teachers and instructional coaches to guide instruction. Students are able to follow a personalized pathway of support based on the most recent diagnostic. In addition, i-Ready diagnostic is also utilized for growth measure as part of the Teacher Incentive Allotment.

Proposals were received from:

Curriculum Associates
IXL Learning

After a year of implementation through the grant and a year of professional development, the feedback is to continue utilizing i-Ready as a measure of growth throughout the school year.

Fiscal Implications:

The purchase will be made from IMA (Instructional Materials Allotment) funds.

Administrative Recommendation:

Administration recommends that the Board approve the purchase of i-Ready from Curriculum Associates for a total of \$146,074.50, using Buyboard contract 748-24.

L M H

Curriculum Associates

Prepared For:
LaKesha Bass
Red Oak ISD
109 W Red Oak Rd,
Red Oak, TX 75154

4/8/2025

Dear LaKesha Bass,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2025-2026 Quote ID: 396482.13 Quote Valid through: 12/31/2025

Product	List Price	Net Price
i-Ready	\$100,310.00	\$95,294.50
Toolbox	\$40,800.00	\$34,680.00
Professional Learning	\$19,600.00	\$16,100.00
i-Ready Partners Services	\$21,000.00	\$0.00
	List Total:	\$181,710.00
	Savings:	\$35,635.50
	Shipping/Tax/Other:	\$0.00
	Total:	\$146,074.50

Thank you again for your interest in Curriculum Associates.

Sincerely

Treyton Stender
(972) 922-3394
tstender@cainc.com

i-Ready Partners Services Includes:

- **Initial Implementation Services:** Provisioning, Initial Rostering, Hosting, Technology Assessment
- **Implementation Management:** Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management
- **Staff Development Consultation and Resources:** Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources
- **Technical Support:** Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support

Please submit this quote with your purchase order

Curriculum Associates

Quote ID: 396482.13 Date: 4/8/2025 Quote Valid through: 12/31/2025

Prepared For:
LaKesha Bass
 Red Oak ISD
 109 W Red Oak Rd,
 Red Oak, TX 75154
 lakesha.bass@redoakisd.org
 9726172941

Your Representative:
 Treyton Stender
 (972) 922-3394
 tstender@cainc.com

Donald T Shields ES 223 W Ovilla Rd, Glenn Heights, TX 75154

Total Building Enrollment: 540, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
Teacher Toolbox Access Math and Reading + Writing Per Site 501-800 students 1 Year	K-8	28426.0	1	\$8,160.00	\$6,936.00	\$6,936.00
i-Ready Implementation Support Services - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 6 Months	Multiple	27970.0	1	\$1,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	K-8	14974.0	1	\$14,330.00	\$13,613.50	\$13,613.50
					Subtotal:	\$20,549.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$20,549.50

Dr Joy Shaw MS 340 Westmoreland Rd, Ovilla, TX 75154

Total Building Enrollment: 750, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Implementation Support Services - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 6 Months	Multiple	27970.0	1	\$1,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	K-8	14974.0	1	\$14,330.00	\$13,613.50	\$13,613.50
Subtotal:						\$13,613.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,613.50

Eastridge ES 725 E Ovilla Rd, Red Oak, TX 75154

Total Building Enrollment: 516, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
Teacher Toolbox Access Math and Reading + Writing Per Site 501-800 students 1 Year	K-8	28426.0	1	\$8,160.00	\$6,936.00	\$6,936.00
i-Ready Implementation Support Services - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 6 Months	Multiple	27970.0	1	\$1,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	K-8	14974.0	1	\$14,330.00	\$13,613.50	\$13,613.50
Subtotal:						\$20,549.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,549.50

H A Wooden ES 200 Louise Ritter Blvd, Red Oak, TX 75154

Total Building Enrollment: 550, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
Teacher Toolbox Access Math and Reading + Writing Per Site 501-800 students 1 Year	K-8	28426.0	1	\$8,160.00	\$6,936.00	\$6,936.00
i-Ready Implementation Support Services - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 6 Months	Multiple	27970.0	1	\$1,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	K-8	14974.0	1	\$14,330.00	\$13,613.50	\$13,613.50
					Subtotal:	\$20,549.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$20,549.50

Red Oak ES 200 Valley Ridge Dr, Red Oak, TX 75154

Total Building Enrollment: 550, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
Teacher Toolbox Access Math and Reading + Writing Per Site 501-800 students 1 Year	K-8	28426.0	1	\$8,160.00	\$6,936.00	\$6,936.00
i-Ready Implementation Support Services - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 6 Months	Multiple	27970.0	1	\$1,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	K-8	14974.0	1	\$14,330.00	\$13,613.50	\$13,613.50
					Subtotal:	\$20,549.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$20,549.50

Red Oak MS 154 Louise Ritter Blvd, Red Oak, TX 75154

Total Building Enrollment: 750, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Implementation Support Services - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 6 Months	Multiple	27970.0	1	\$1,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	K-8	14974.0	1	\$14,330.00	\$13,613.50	\$13,613.50
					Subtotal:	\$13,613.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$13,613.50

Russell Schupmann ES 401 E Ovilla Rd, Glenn Heights, TX 75154

Total Building Enrollment: 672, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
Teacher Toolbox Access Math and Reading + Writing Per Site 501-800 students 1 Year	K-8	28426.0	1	\$8,160.00	\$6,936.00	\$6,936.00
i-Ready Implementation Support Services - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 6 Months	Multiple	27970.0	1	\$1,000.00	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	K-8	14974.0	1	\$14,330.00	\$13,613.50	\$13,613.50
					Subtotal:	\$20,549.50
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$20,549.50

Red Oak ISD 109 W Red Oak Rd, Red Oak, TX 75154

Total Building Enrollment: 4248, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Learning Add On Leadership Session AY 25-26	Multiple	38631.0	1	\$0.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 25-26	Multiple	38558.0	7	\$2,300.00	\$2,300.00	\$16,100.00
					Subtotal:	\$16,100.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$16,100.00

Total

List Total:	\$181,710.00
Savings:	\$35,635.50
Merchandise Total:	\$146,074.50
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$146,074.50

Special Notes

5% discount applied to i-Ready based on scope of quote
15% i-Ready Partnership Discount applied to Toolbox contingent upon purchase of i-Ready.
All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y8

Curriculum Associates

Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

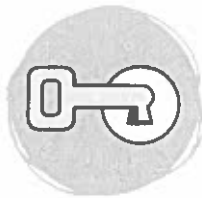
- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



**Account
Management**



**Professional
Development**



**Educational
Consultants**



**Achievement
Analytics**



**Technical
Support**

Your *i-Ready* *Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



Curriculum Associates

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Curriculum Associates

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions. Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service \$500/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$400/shipment location
- Freight Storage \$600/shipment location
- Freight Carrier Redelivery \$100/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

Renewal 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
Julie Phillips, Director of Purchasing

Background Information:

Red Oak ISD 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:

After a thorough review by a two-member committee, proposals for the LMS platform were carefully evaluated. Instructure has submitted a quote of \$60,740.03 for its Canvas platform. Given its robust features, and having the lowest priced proposal, Canvas by Instructure offers the best value for the District. As a result, Administration recommends moving forward with Instructure as the vendor for this renewal.

The purchase will be made from budgeted funds.

Administrative Recommendation:

Administration recommends that the Board approve the renewal of Canvas from Instructure, in the amount of \$60,740.03 using Omnia contract R201402.



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

Order Form

Order: Q-388323-
Date: 2025-05-16
Order Valid Through: 2025-06-30

Order Form for Red Oak ISD

Bill to Information

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

Billing Contact

Name:
Email:
Phone:

Ship to Information

Entity Name: Red Oak ISD
Address: 156 LOUISE RITTER BLVD
City: RED OAK
State/Province: Texas
Zip/Postal Code: 75154
Country: United States

Shipping Contact

Name: Tiffany Horn
Email: tiffany.horn@redoakisd.org
Phone: +1 972 617 2941

Billing Information

Billing Frequency: Annual Upfront

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

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S2	Training Portal Standard - Core + Advanced On-Demand Content	2025-07-01	2026-06-30	Recurring	Per Event	6,200	USD 5,436.03	USD 5,436.03
S1	Canvas LMS Cloud Subscription	2025-07-01	2026-06-30	Recurring	User	6,200	USD 8.92	USD 55,304.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 60,740.03	USD 0.00	USD 60,740.03
Total	USD 60,740.03	USD 0.00	USD 60,740.03

Products	Description	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.	6,200.00
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per User	6,200.00

Quote Special Terms

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.

User Clause: 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.

User Typical Use Clause: 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.

Payment Terms - Renewal Order Form: 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.

Non-Recurring Expiration: Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/mastertermsconditions>. The parties hereby agree that Section 19 of the Master Terms and Conditions shall be modified to replace Delaware with Texas for the choice of law provision.

Data Processing Addendum: The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

Conflict Clause: 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.

Product Supplement Terms: 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.

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

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. (USA/CAN)

Signature: _____

Name: _____

Title: _____

Date: _____

ROMS Main and Band Hall Roof Repair

Presented for:

Board Action X Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Brent Stanford, Executive Director of Support Services
Julie Phillips, Director of Purchasing
Bill Johnston, CFO

Background Information:

This recommendation proposes the installation of a 60 mil Duro-Last roof on the Red Oak Middle School main building, encompassing the front office area, cafeteria and 400 hall; plus the Band Hall. This building roof has shown significant wear and tear. Multiple repairs have been conducted over the past few years, yet issues such as leaks and damage continue to occur.

The current state of the roof poses potential risks to the building's structural integrity and the safety of its occupants. Considering the age of the roof, this installation will address the persistent problems. Duro-Last roofs are known for their durability, energy efficiency, and ease of maintenance. This material is well-suited for addressing the existing problems and preventing future issues. The installation comes with a comprehensive 20-year warranty, ensuring long-term protection.

Fiscal Implications:

The estimated cost for the installation of the Duro-Last roof by Coryell Roofing is:

Main Building	\$852,237.54
Band Hall	\$142,088.05

This will be funded from Capital Projects funds.

Administrative Recommendation:

Administration recommends the approval of the purchase and installation of a 60 mil Duro-Last roof to ROMS Main building and Band Hall in the amount of \$994,326, using TIPS contract #24060402.



Coryell Roofing and Construction Inc

3630 W Pioneer Parkway
 Suite 111
 Pantego, TX 76713

Phone # 1-866-858-2081
 Fax # 1-405-562-5118



Estimate

Date	Estimate #
5/13/2025	5933

Name / Address
Red Oak ISD 109 W Red Oak Rd. Red Oak, TX 75154

Ship To
Red Oak ISD Middle School 154 Louise Ritter Dr Red Oak, TX 75154



Terms	Claim / Bid	Job #	Rep	Expires
SOV - Schedule of Values	Bid	TX255933	WO	06/13/2025

Description	Total
Duro-Last Metal Retrofit Roof System Duro-Last Roof System Installation - 20 Year NDL Warranty Duro-Last 60 Mil Colored PVC and 1/2" Gypsum Cover Board Meets or Exceeds Severe Hail Rating TIPS # 24060402 Roof Area SF: 54,690' Existing Deck Type: Metal Roof Height: 20'-40' SAFETY OSHA 510 Certified Construction Safety Supervisor On-Site OSHA Pre Construction Meeting Prior to Commencement of Work OSHA Certified Forklift Operator On-Site OSHA Required Safety Zone and Warning Devices to Be Secured SCOPE OF WORK Dumpster Placed On-Site for Waste Material Portable Toilet Placed On-Site During System Installation Long Reach Forklift Utilized to Raise Material to Roof Area Prepare Existing Metal Roof System for Duro-Last Metal Retrofit System Mechanically Fasten Wood Nailers at Perimeter Where Necessary for Proper Edge Termination Fill Metal Roof Flutes with EPS Flute Fill Insulation Mechanically Fasten 1/2" Gypsum Cover Board over Flute Filler and Ribs (Fastening Pattern to Follow Duro-Last Engineering Approved Method for Area Wind Uplift Rating) Mechanically Fasten Duro-Last 60 Mil Colored PVC Membrane Over Entire Roof Area (Duro-Last 60 Mil PVC Membrane is up to 86% UV Reflective, Providing Superior Energy Efficiency Benefits) Terminate Perimeter Gables Using Duro-Last Exceptional Metals 2 Piece Edge Metal - Color TBD Terminate Perimeter Eaves Using Duro-Last Exceptional Metals Gutters and Downspouts - Color TBD (Edge Detail and Terminations Per Duro-Last Specifications for Warranty Rating) Seal All Penetrations with Duro-Last Approved Boots Seal All Termination Bar Edges with Duro-Caulk Sealant Clean Up Roof Area and Grounds, Remove and Dispose of Waste Material Properly Schedule Duro-Last Technical Representative Roof Inspection upon Completion.	852,237.54

	Total	181
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Signature _____

Date _____



Coryell Roofing and Construction Inc

3630 W Pioneer Parkway
 Suite 111
 Pantego, TX 76713

Phone # 1-866-858-2081
 Fax # 1-405-562-5118



Estimate

Date	Estimate #
5/13/2025	5933

Name / Address
Red Oak ISD 109 W Red Oak Rd. Red Oak, TX 75154

Ship To
Red Oak ISD Middle School 154 Louise Ritter Dr Red Oak, TX 75154



Terms	Claim / Bid	Job #	Rep	Expires
SOV - Schedule of Values	Bid	TX255933	WO	06/13/2025

Description	Total
<p>-The Duro-Last Tech Rep will inspect all Seams, Penetrations, and Roof System Installation. Upon Approval of Inspection, the Tech Rep will Authorize a Warranty for the Roof System.</p> <p>Provide Property Owner with 20 Year No Dollar Limit Duro-Last Warranty on Roof System. (See Duro-Last Warranty for Details)</p> <p>This Estimate Assumes Tax Free Status. To Take Advantage of Tax Free Pricing, Please Provide a Tax Exempt Certificate</p> <p>Includes All Necessary Bonding, Taxes, Permits, and Fees Does NOT Include any HVAC, Plumbing, or Electrical Work (Lifting Units, Extending Pipes, Moving/Lifting Conduit or Piping)</p> <p>UPGRADE OPTION BAND HALL ROOF: To Include the Installation of the Band Hall Roof, Add: \$142,088.05 ***Pricing Only Valid if Done in Conjunction with Estimate #5933</p>	

<p>Coryell Roofing reserves the right to increase the estimate provided herein if the prices for any raw materials, and consequently the pricing of manufactured goods required for the estimate, increase by a minimum of 3% at any time before the job is completed.</p>	<p>Total \$852,237.52</p>
--	----------------------------------

Signature _____

Date _____



Monthly Financial Report

June 2025

RED OAK ISD-TAX COLLECTIONS
Monthly Tax Collections
As of May 31, 2025

GENERAL FUND

	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	65,798	29,330,350	29,721,028	98.69%
DELINQUENT TAX COLLECTED	7,634	263,355	200,000	131.68%
PENALTIES AND INTEREST COLLECTED	22,675	152,625	200,000	76.31%
TOTAL FUNDS COLLECTED	96,108	29,746,329	30,121,028	98.76%

DEBT SERVICE

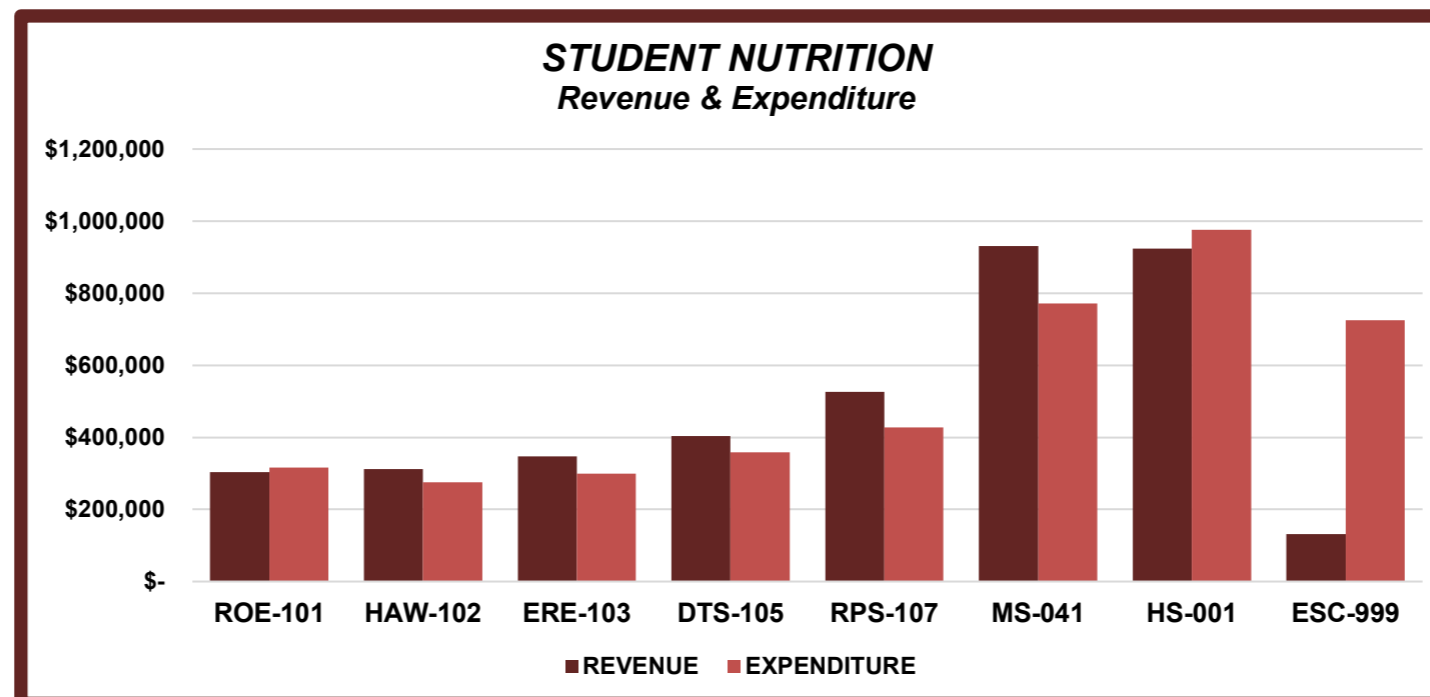
	MONTHLY	YEAR TO DATE	BUDGET	YTD % OF BUDGET
CURRENT TAXES COLLECTED	30,329	13,519,389	13,741,724	98.38%
DELINQUENT TAX COLLECTED	1,972	94,089	50,000	188.18%
PENALTIES AND INTEREST COLLECTED	9,261	66,873	30,000	222.91%
TOTAL FUNDS COLLECTED	41,562	13,680,351	13,821,724	98.98%

TOTAL TAX COLLECTIONS	137,669	43,426,680	43,942,752	98.83%
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Red Oak ISD - Student Nutrition
Revenue / Expenditure Detail
As of May 31, 2025

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041	HS-001	ESC-999	TOTAL
Average Daily Participation (ADP):									
Breakfast	143	132	183	243	323	461	343	0	1,828
Lunch	352	364	374	420	557	1159	1184	0	4,410
Afterschool	18	12	21	28	30			0	109

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	MS-041	HS-001	ESC-999	TOTAL	ORIGINAL BUDGET	% EXP TO BUDGET
57xx Local Revenue	\$ 22,659	\$ 23,672	\$ 31,523	\$ 28,661	\$ 36,374	\$ 69,830	\$ 158,005	\$ 65,802	\$ 436,526	\$ 872,572	50%
58xx State Matching	-	-	-	-	-	-	-	65,564	\$ 65,564	60,000	109%
5921 Federal - Breakfast	59,018	52,272	75,560	100,125	133,298	171,378	102,530	-	\$ 694,181	310,000	224%
5922 Federal - Lunch	222,482	236,149	240,104	274,228	356,617	689,337	663,188	-	\$ 2,682,106	1,505,000	178%
5923 USDA Commodities	-	-	-	-	-	-	-	-	\$ -	120,000	0%
5939/49 Other Revenue	-	-	-	-	-	-	-	-	\$ -	103,000	0%
TOTAL REVENUE	\$ 304,159	\$ 312,093	\$ 347,187	\$ 403,014	\$ 526,288	\$ 930,545	\$ 923,724	\$ 131,366	\$ 3,878,376	\$ 2,970,572	131%
61xx Payroll	\$ 135,237	\$ 80,898	\$ 98,360	\$ 121,965	\$ 132,700	\$ 214,682	\$ 339,012	\$ 524,900	\$ 1,647,754	\$ 1,673,672	98%
62xx Contracted Services	3,993	3,281	3,261	7,003	6,290	5,436	9,533	13,896	\$ 52,692	83,200	63%
63xx Supplies	177,071	191,528	198,123	230,117	288,370	551,718	627,208	104,090	\$ 2,368,225	2,191,700	108%
64xx Travel / Miscellaneous	-	-	-	-	-	-	-	15,628	\$ 15,628	22,000	71%
66xx Capital Outlay	-	-	-	-	-	-	-	66,031	\$ 66,031	-	0%
TOTAL EXPENDITURES	\$ 316,301	\$ 275,707	\$ 299,745	\$ 359,084	\$ 427,359	\$ 771,836	\$ 975,752	\$ 724,546	\$ 4,150,331	\$ 3,970,572	105%
Other Sources (Uses)											
Operating Transfers In											
Revenue Over (Under) Expenditures	\$ (12,142)	\$ 36,386	\$ 47,442	\$ 43,929	\$ 98,929	\$ 158,708	\$ (52,028)	\$ (593,180)	\$ (271,955)	\$ (1,000,000)	



Red Oak ISD - Debt Service Fund
Revenue / Expenditure Detail
As of May 31, 2025

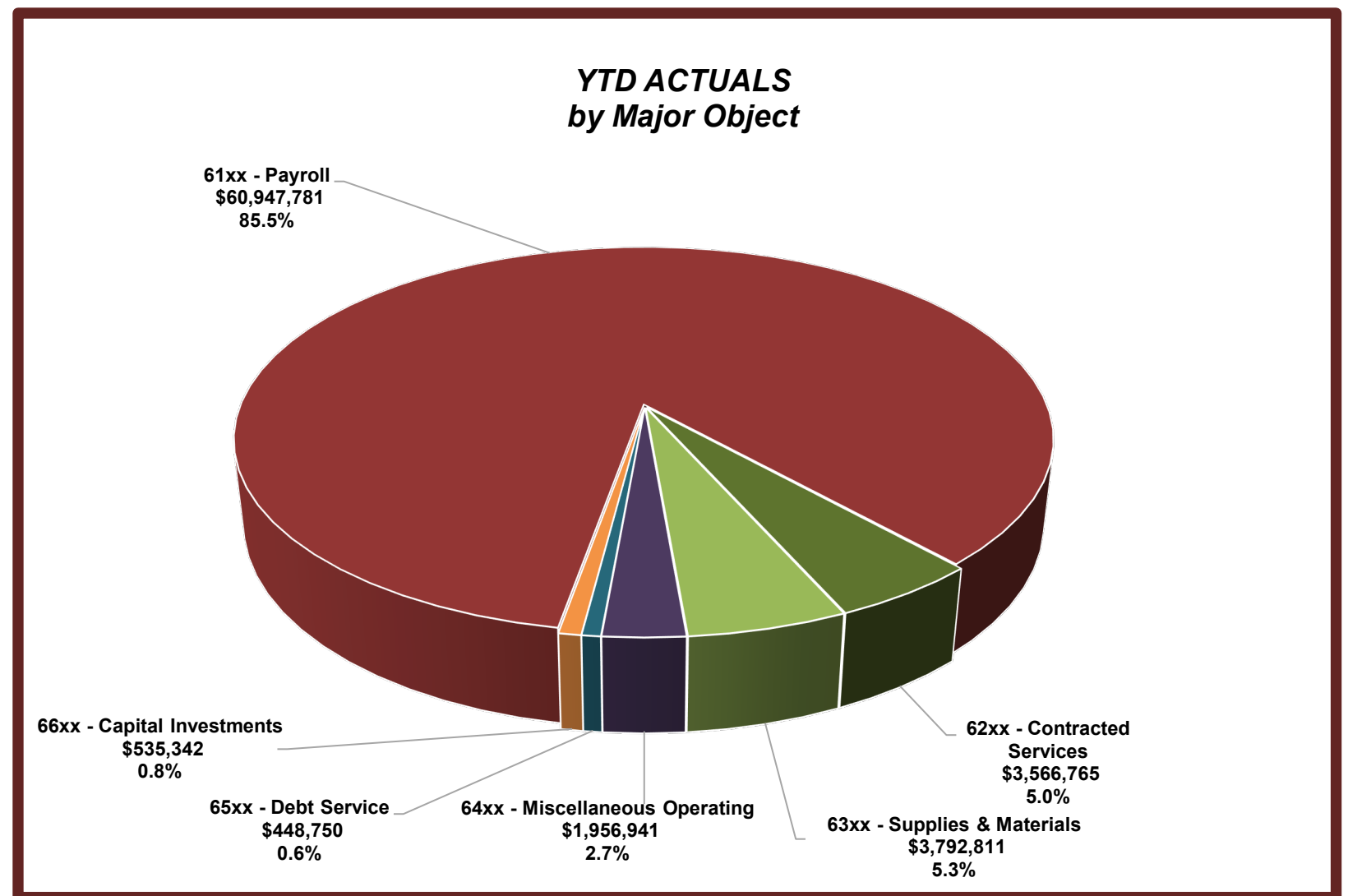
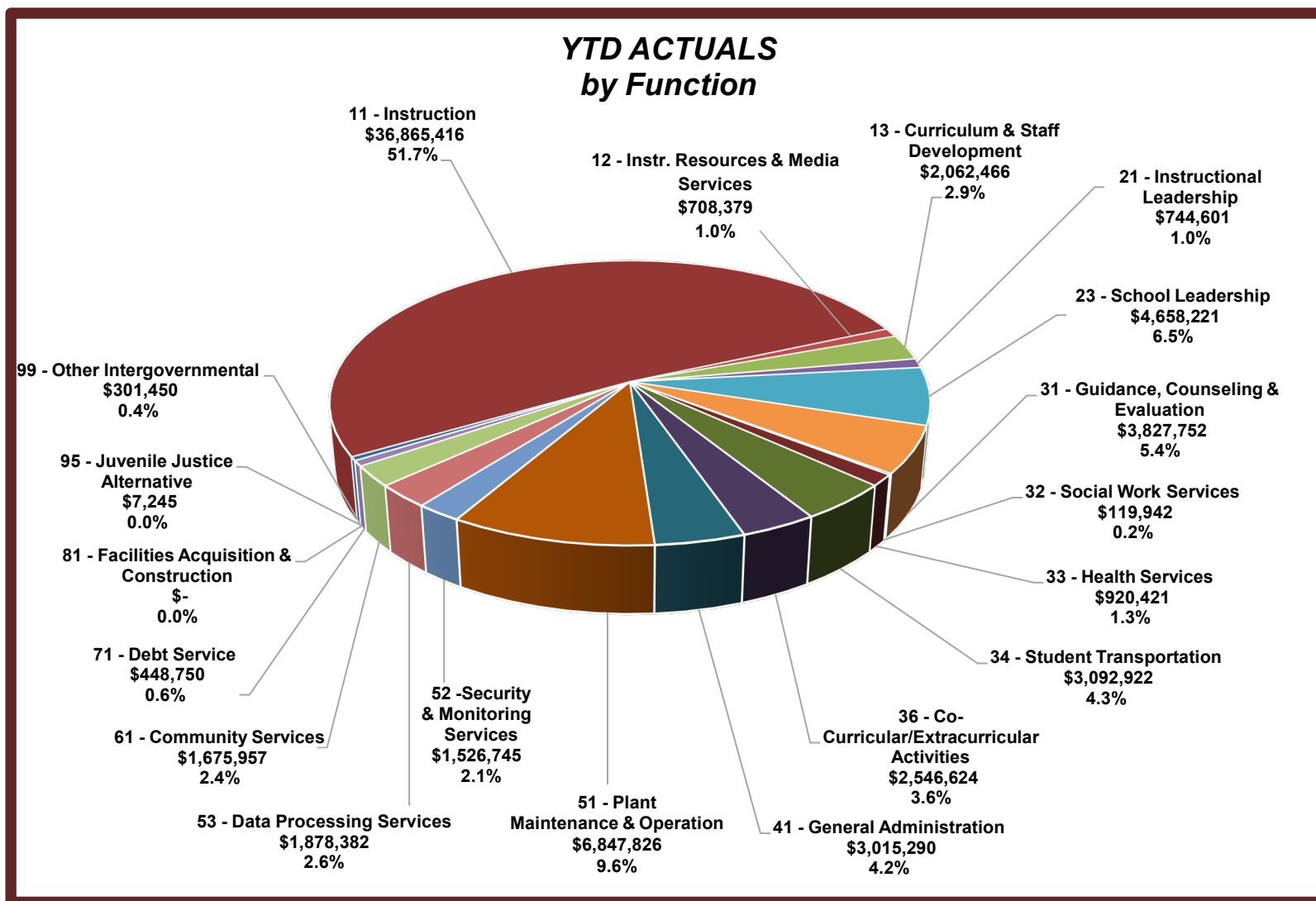
		Original Budget	YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget
Revenues						
57xx	Local	\$ 14,171,724	\$ 14,032,474	\$ -	\$ 139,250	99.02%
58xx	State	1,389,017	1,602,307	-	(213,290)	115.36%
	TOTAL	\$ 15,560,741	\$ 15,634,781	\$ -	\$ (74,040)	100.48%
Expenditures						
71	Debt Service	\$ 16,294,988	16,293,288	\$ -	\$ 1,701	99.99%
	TOTAL	\$ 16,294,988	\$ 16,293,288	\$ -	\$ 1,701	99.99%
Other Resources/(Uses)						
	Issuance of Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
	Premium/Discount	-	-	-	-	0.00%
	Escrow	-	-	-	-	0.00%
	TOTAL	\$ -	\$ -	\$ -	\$ -	0.00%
	Revenue Over					
	(Under) Expenditures	\$ (734,247)	\$ (658,507)	\$ -	\$ (75,740)	

Red Oak ISD - General Fund
Revenue/Expenditure Detail
As of May 31, 2025

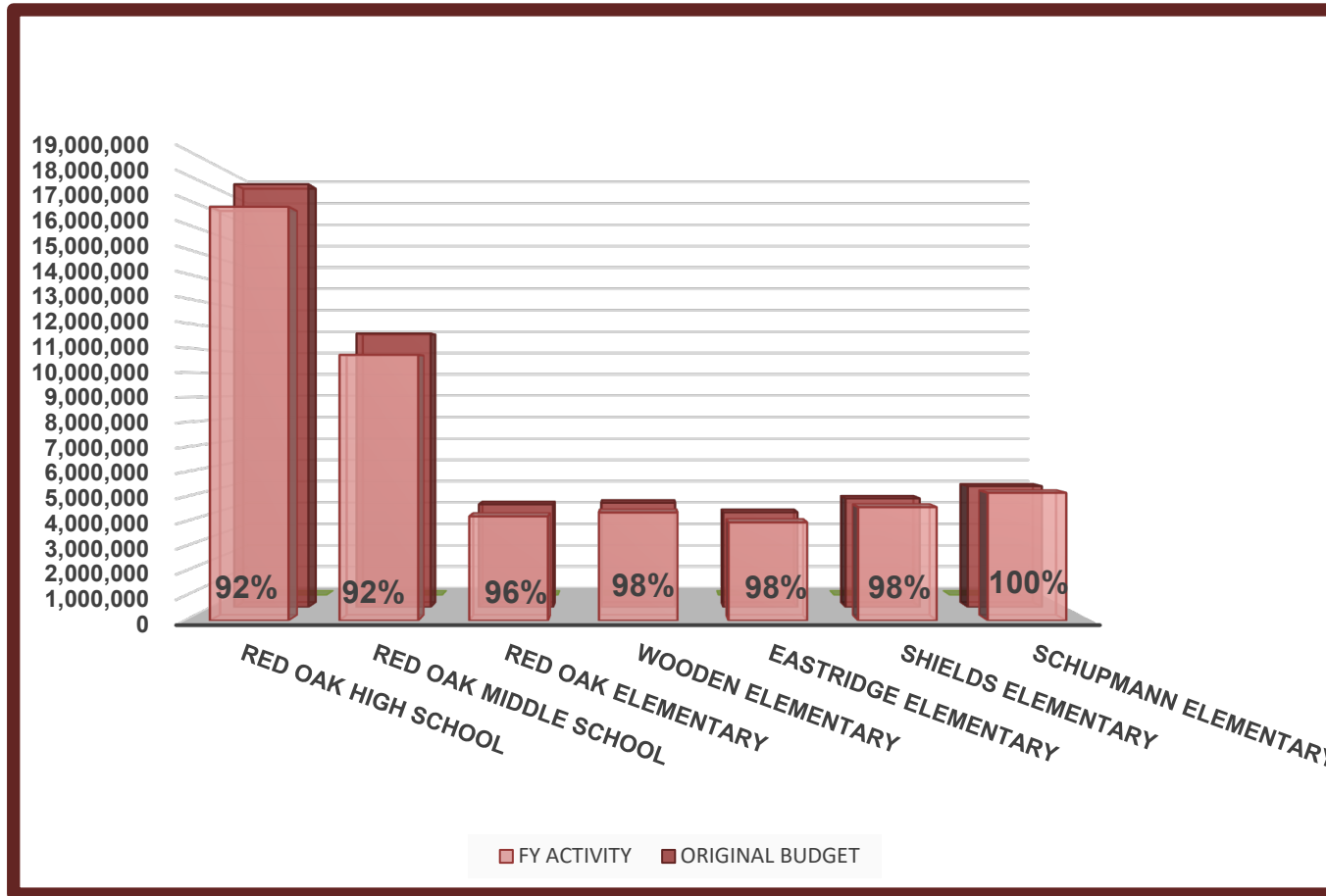
	Amended Budget	2024-2025 YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget	2023-2024 YTD Actuals (Audited)	YTD Actuals Variance
Revenues							
57xx Local	\$ 32,553,528	\$ 32,237,551	\$ -	\$ 315,977	99.03%	\$ 29,393,167	\$ 2,844,385
58xx State	42,600,887	26,294,537	-	16,306,351	61.72%	24,769,773	1,524,764
59xx Federal	1,600,000	72,997	-	1,527,003	4.56%	962,572	(889,575)
79xx Non Operating Revenue							
TOTAL	\$ 76,754,415	\$ 58,605,084	\$ -	\$ 18,149,331	76%	\$ 55,125,511	\$ 3,479,573
Expenditures							
11 Instruction	\$ 38,733,531	\$ 36,865,416	\$ 187,950	\$ 1,680,165	95.66%	\$ 35,559,634	\$ 1,305,783
12 Instr. Resources & Media Services	920,836	708,379	7,414	205,044	77.73%	737,988	(29,609)
13 Curriculum & Staff Development	2,540,886	2,062,466	38,749	439,670	82.70%	1,693,234	369,232
21 Instructional Leadership	786,037	744,601	3,310	38,126	95.15%	1,004,931	(260,331)
23 School Leadership	4,974,617	4,658,221	8,395	308,001	93.81%	4,173,780	484,441
31 Guidance, Counseling & Evaluation	3,958,864	3,827,752	73,708	57,404	98.55%	3,139,074	688,678
32 Social Work Services	202,029	119,942	294	81,793	59.51%	118,354	1,588
33 Health Services	1,038,878	920,421	2,971	115,485	88.88%	900,511	19,910
34 Student Transportation	3,442,777	3,092,922	120,136	229,718	93.33%	3,592,713	(499,791)
36 Co-Curricular/Extracurricular Activities	2,461,217	2,546,624	35,382	(120,789)	104.91%	2,322,608	224,016
41 General Administration	3,261,349	3,015,290	83,043	163,016	95.00%	2,825,309	189,980
51 Plant Maintenance & Operation	8,073,007	6,847,826	622,249	602,932	92.53%	6,892,542	(44,716)
52 Security & Monitoring Services	1,758,432	1,526,745	17,255	214,432	87.81%	1,504,979	21,766
53 Data Processing Services	1,820,534	1,878,382	10,398	(68,246)	103.75%	1,708,788	169,595
61 Community Services	1,958,671	1,675,957	19,695	263,020	86.57%	1,617,510	58,446
71 Debt Service	448,750	448,750	-	-	100.00%	448,750	-
81 Facilities Acquisition & Construction	-	-	-	-	0.00%	-	-
95 Juvenile Justice Alternative	25,000	7,245	14,605	3,150	87.40%	-	7,245
99 Other Intergovernmental	349,000	301,450	103,984	(56,434)	116.17%	367,647	(66,197)
TOTAL	\$ 76,754,415	\$ 71,248,389	\$ 1,349,539	\$ 4,156,487	95%	\$ 68,608,352	\$ 2,640,037
Other Resources/(Uses)							
Sale of Property	\$ 0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
	\$ 0	\$ -	\$ -	\$ 0	0%	\$ -	\$ -
Revenue Over (Under) Expenditures	\$ 0	\$ (12,643,305)	\$ (1,349,539)	\$ 13,992,844		\$ (13,482,841)	\$ 839,536

*The District reports on the modified accrual basis.

Red Oak ISD - General Fund
Revenue / Expenditure Detail
 As of May 31, 2025



**Red Oak ISD - General Fund
Comparison by Campus
As of May 31, 2025**



Questions



Bill Johnston

Chief Financial Officer

972-617-4005

bill.johnston@redoakisd.org

RED OAK INDEPENDENT SCHOOL DISTRICT

2025-2026 ANNUAL REPORT OF PARTICIPATION/MANAGEMENT FEES COOPERATIVE/INTERLOCAL PURCHASING CONTRACTS

Name of Purchasing Cooperative	Participation/Management Fee	2021-2022 Total Fees
1 Government Procurement Alliance (1GPA)	No Fee	\$ -
Department of Information Resources (DIR)	No Fee	\$ -
Central Texas Purchasing Alliance	Annual Fee	\$ 150.00
Educational Purchasing Cooperative of North Texas (EPCNT)	Annual Fee	\$ 100.00
Ellis County Interlocal Agreement	No Fee	\$
Equalis Group	No Fee	\$ -
Harris County Education District (HCDE-Choice Partners)	No Fee	\$ -
Houston-Galveston Area Council (HGAC)	No Fee	\$ -
Multi Regional Purchasing Cooperative (MRPC)	No Fee	\$
National Cooperative Purchasing Alliance (NCPA)	No Fee	\$
OMNIA Partners	No Fee	\$ -
Purchasing Association of Cooperative Entities (PACE)	No Fee	\$ -
Region 2 Education Service Center (Goodbuy Purchasing Cooperative)	No Fee	\$
Region 4 Education Service Center	No Fee	\$
Region 10 Education Service Center	No Fee	\$
Region 8 Education Service Center (TIPS)	No Fee	\$ -
Region 16 Education Service Center (TexBuy Purchasing Cooperative)	No Fee	\$
Region 19 Education Service Center (Allied States)	No Fee	\$ -
Sourcewell	No Fee	\$ -
State of Texas Co-op Purchasing Program (TX Smart Buy)	Annual Fee	\$ 100
TASB BuyBoard	No Fee	\$ -
	TOTAL:	\$ 350