

**AGENDA OF RED OAK INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING  
Monday, February 23, 2026**

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, February 23, 2026 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  
Dr. John Croasdale, Senior Pastor of Eastridge Baptist Church, Red Oak
3. PLEDGES OF ALLEGIANCE  
Aiden Rosas, 7th Grade Student from Red Oak Middle School
4. RECOGNITIONS
  - A. Grant Check Presentation from TPS  
Julie Phillips, Director of Purchasing
  - B. United Masonry Contractors Association (UMCA) - Masonry Program Sponsor  
Jennifer Jeter, Director of Career and Technology Education
5. OPEN FORUM - PUBLIC HEARING
  - A. Public Hearing - Annual Report / TAPR (Texas Academic Performance Report)  
Megan Corns, Chief Technology Officer
6. SUPERINTENDENT'S REPORT
  - A. Safety Week Update  
Donald Fullerton, Sergeant, Red Oak ISD Police Department
  - B. District Update  
Brenda Sanford, Superintendent
7. OPEN FORUM 4
8. ACTION ITEMS
  - A. Consent Agenda
    1. Minutes from School Board Regular Meeting on January 20, 2026 6
    2. Payment of Current Bills Over \$50,000 12
    3. Budget Amendments 2025-2026 16
    4. RFP 2026-01-01 - ROISD - Special Education Services Materials 20
    5. Purchase of School Buses from the 2026-2027 Budget 22
    6. Sale of Portable Buildings 26
  - B. 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 32  
Dr. Bill Johnston, Chief Financial Officer
  - C. Consideration and Approval of New Elementary School Guaranteed Maximum Price Bid Package 01: Early Civil Package 64  
Dr. Bill Johnston, Chief Financial Officer and Julie Phillips, Director of Purchasing
  - D. Consideration and Approval of Proposed Teacher Certification Waiver 73  
Michelle Ailara, Deputy Superintendent

- E. Consideration and Approval of Resolution Declaring Real Property as Surplus and Authorizing Sale 80  
     Dr. Bill Johnston, Chief Financial Officer
- 9. INFORMATION ITEMS 91
  - A. Enrollment Report 91
  - B. Finance Report 95
- 10. 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 of employee.
    - 1. Personnel Matters
    - 2. Contract Personnel of Campus and District Leadership Positions
  - E. Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.
  - F. Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
  - G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
  - H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
  - I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
  - J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.
- 11. RECONVENE IN OPEN SESSION FOR ACTION RELATIVE TO CLOSED SESSION
- 12. 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 February 17, 2026, at 4:00 p.m.

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Brenda Sanford, Superintendent  
(For the Board of Trustees)

## AUDIENCE PARTICIPATION SIGN-UP SHEET

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

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

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

Name (please print) \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

<b>Limit on Participation</b>	Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.
<b>Public Comment</b>	<b>At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.</b>
<b>Regular Meetings</b>	
<b>Special Meetings</b>	At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.
<b>Procedures</b>	Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board.  Public comment shall occur at the beginning of the meeting.  Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed two minutes per meeting.
<b>Meeting Management</b>	When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.
<b>Board's Response</b>	Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.
<b>Complaints and Concerns</b>	The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution: <ul style="list-style-type: none"><li>• Employee complaints: DGBA</li><li>• Student or parent complaints: FNG</li><li>• Public complaints: GF</li></ul>
<b>Disruption</b>	The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

**MINUTES OF THE  
RED OAK INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING  
Tuesday, January 20, 2026**

A Regular Meeting of the Board of Trustees of Red Oak ISD was held Tuesday, January 20, 2026, beginning at 7:00 PM at the Red Oak ISD Education Service Center, 109 West Red Oak Road, Red Oak, TX 75154.

1. CALL TO ORDER / ESTABLISH QUORUM

The Regular Meeting of the School Board was called to order by 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; Johnny Knight, Vice President; Sean Kelly, Secretary; John Anderson; Donna Knight; Donny Lutrick; and Brian Sebring.

2. INVOCATION

David Johnston, Senior Pastor, Highland Meadows Church, led the invocation.

3. PLEDGES OF ALLEGIANCE

Eduardo Alvarado, 5th Grade Student from Wooden Elementary School, led the Pledges of Allegiance to the American and Texas flags.

4. RECOGNITIONS

- A. Top Hawks  
Brenda Sanford, Superintendent

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

- B. Hawk Staff Spotlight  
Brenda Sanford, Superintendent

**The Board and Ms. Sanford recognized Ms. Morgan Bufford, 5<sup>th</sup> Grade Social Studies Teacher at Schupmann Elementary School, as the Hawk Staff Spotlight winner.**

- C. School Board Appreciation Month — "Our Future Is Public"  
Brenda Sanford, Superintendent

**Ms. Sanford recognized the Board in honor of School Board Appreciation Month. The theme this year is “Our Future Is Public.” Ms. Sanford presented each Board member with a certificate, a proclamation from the City of Glenn Heights and a short video was shown at the conclusion of the recognition.**

5. SUPERINTENDENT'S REPORT

- A. 2026-2027 Budget Process  
Dr. Bill Johnston, CPA, Chief Financial Officer

**Dr. Johnston presented the Board with the 2026-2027 Fiscal Year Budget Calendar. He shared the timeline with the Board in preparation of finalizing the budget in June of this year in time for the new fiscal year, which begins July 1, 2026.**

- B. Construction Update  
Brent Stanford, Executive Director of Support Services

**Mr. Stanford gave an update on current construction projects, including elementary playgrounds; softball field; baseball field; and upcoming projects.**

- C. Elementary Campus Updates  
Michelle Owen, Chief Academic Officer

**Ms. Owen, along with the elementary principals, presented the Elementary Summit Success Plan to the Board. The presentation included the 2024-2025 overall ratings; setting goals; identifying priority areas; creating a plan; monitoring the plan; celebrating successes; and communicating needs.**

- D. District Update  
Brenda Sanford, Superintendent

**Ms. Sanford and the Board recognized representatives from Google for their donation of \$183,763.44 for interactive flat panels at Red Oak Middle School**

**Mr. Brett Haugh, Red Oak High School Principal, gave a presentation of the results of the EOC Re-testing Results.**

**Ms. Sanford gave the Board the following upcoming dates:**

**Red Oak High School will perform their musical “Little Shop of Horrors” on January 23<sup>rd</sup>, 24<sup>th</sup>, and 25<sup>th</sup>.**

**Coffee Talk with the Superintendent will take place on Wednesday, February 4<sup>th</sup>, at 7:45 a.m.**

**The next Mobile Food Pantry will be on Thursday, February 12<sup>th</sup>, at 4:00 p.m., here at the Education Service Center.**

**The next Regular Board Meeting is scheduled for Monday, February 23<sup>rd</sup>, at 7:00 p.m.**

6. OPEN FORUM

**The following individual spoke in Open Forum – Ms. Amber Jones. Ms. Jones asked for someone to contact her regarding questions on the upcoming City of Red Oak zoning meeting for the sub-varsity venue at Red Oak High School.**

7. ACTION ITEMS

A. Consent Agenda

1. Minutes from School Board Regular Meeting on December 15, 2025
2. Payment of Current Bills Over \$50,000
3. Addition of Authorized Representative - First Public - Lone Star Investment Pool Accounts
4. Addition of Authorized Representative - TexSTAR Investment Pool Accounts
5. Resolution Amending Authorized Representatives for TexPool
6. Resolution Authorizing Ellis Appraisal District Chief Appraiser or Other Employee of Ellis Appraisal District to Act as Agent for Red Oak ISD
7. Resolution of the Board to Designate Investment Officer

**Mr. Knight made a motion to approve the Consent Agenda as presented. Mr. Sebring seconded the motion. The motion passed 7 - 0.**

<b>BOARD MEMBER</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>
Melanie Petersen	X		
Johnny Knight	X		
Sean Kelly	X		
John Anderson	X		
Donna Knight	X		
Donny Lutrick	X		
Brian Sebring	X		

- B. Consideration and Approval of General Election Order for the Red Oak Independent School District Trustee Election on May 2, 2026  
Brenda Sanford, Superintendent

**Mr. Sebring made a motion to approve the Order of Election Calling a General Trustee Election on May 2, 2026. Ms. Knight seconded the motion. The motion passed 7 - 0.**

<b>BOARD MEMBER</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>
Melanie Petersen	X		
Johnny Knight	X		
Sean Kelly	X		
John Anderson	X		
Donna Knight	X		
Donny Lutrick	X		
Brian Sebring	X		

- C. Consideration and Approval of Special Election Order for the Red Oak Independent School District Trustee Election on May 2, 2026  
Brenda Sanford, Superintendent

**Mr. Sebring made a motion to approve the Order of Election Calling a Special Trustee Election on May 2, 2026. Ms. Knight seconded the motion. The motion passed 7 - 0.**

<b>BOARD MEMBER</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>
Melanie Petersen	X		
Johnny Knight	X		
Sean Kelly	X		
John Anderson	X		
Donna Knight	X		
Donny Lutrick	X		
Brian Sebring	X		

- D. Consideration and Approval of Red Oak High School Sub Varsity Athletic Venue - Construction Guaranteed Maximum Price  
Dr. Bill Johnston, Chief Financial Officer and Julie Phillips, Director of Purchasing

**Mr. Knight made a motion to approve the Red Oak High School Sub Varsity Athletic Venue - Guaranteed Maximum Price as detailed in the provided Joeris General Contractors proposal for completion of the project. Mr. Kelly seconded the motion. The motion passed 7 - 0.**

<b>BOARD MEMBER</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>
Melanie Petersen	X		
Johnny Knight	X		
Sean Kelly	X		
John Anderson	X		
Donna Knight	X		
Donny Lutrick	X		
Brian Sebring	X		

8. INFORMATION ITEMS

- A. Enrollment Report
- B. Finance Report

9. CLOSED SESSION

**The Board convened into Closed Session at 8:49 p.m.**

- A. Texas Government Code 551.071 - For the purpose of a private consultation with the Board's attorney on any and all subjects or matters authorized by law.
  - 1. Consultation and deliberation regarding a resolution to adopt a policy requiring every campus to provide a period of prayer and reading of the Bible or other religious text pursuant to Section 25.0823, Education Code.
- B. Texas Government Code 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.
- C. Texas Government Code 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.
- D. Texas Government Code 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
  - 1. Personnel Matters
- E. Texas Government Code 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.
- F. Texas Government Code 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
- G. Texas Government Code 551.0821 - Personally identifiable information of Public School students.
- H. Texas Government Code 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representative of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.
- I. Texas Government Code 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
- J. Texas Government Code 551.086 - For the purpose of considering economic development negotiations.

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

**The Board reconvened back into Open Session at 10:36 p.m.**

**Mr. Knight made a motion to accept personnel as presented. Mr. Kelly seconded the motion. The motion passed 7 - 0.**

<b>BOARD MEMBER</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>
Melanie Petersen	X		
Johnny Knight	X		
Sean Kelly	X		
John Anderson	X		
Donna Knight	X		
Donny Lutrick	X		
Brian Sebring	X		

11. ACTION ITEM

- A. Consideration and Possible Action to Adopt a Resolution Adopting a Policy Requiring Every Campus to Provide a Period of Prayer and Reading of the Bible or other Religious Text Pursuant to Section 25.0823, Education Code.

**Mr. Knight made a motion not to adopt the resolution regarding Section 25.0823, Education Code and keep current local and legal policies in place. Mr. Sebring seconded. The motion the motion passed 7 - 0.**

<b>BOARD MEMBER</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>
Melanie Petersen	X		
Johnny Knight	X		
Sean Kelly	X		
John Anderson	X		
Donna Knight	X		
Donny Lutrick	X		
Brian Sebring	X		

12. ADJOURNMENT

**As there was no further business or action to be taken, the meeting adjourned at 10:37 p.m.**

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Melanie Petersen, Board President

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Sean Kelly, Board Secretary

CHECK				ACCOUNT												
NUMBER	VENDOR			AMOUNT	NUMBER											
235266	SHELL ENERGY	SOLUTIO		22,364.04	199	E	51	6259	02	001	0	99	000			
235266	SHELL ENERGY	SOLUTIO		10,118.53	199	E	51	6259	02	041	0	99	000			
235266	SHELL ENERGY	SOLUTIO		7,047.56	199	E	51	6259	02	101	0	99	000			
235266	SHELL ENERGY	SOLUTIO		4,058.26	199	E	51	6259	02	102	0	99	000			
235266	SHELL ENERGY	SOLUTIO		6,552.42	199	E	51	6259	02	103	0	99	000			
235266	SHELL ENERGY	SOLUTIO		4,814.80	199	E	51	6259	02	105	0	99	000			
235266	SHELL ENERGY	SOLUTIO		3,519.61	199	E	51	6259	02	999	0	99	000			
235266	SHELL ENERGY	SOLUTIO		5,246.74	198	E	51	6259	02	999	0	99	000			
235266	SHELL ENERGY	SOLUTIO		1,522.31	199	E	51	6259	02	870	0	99	000			
235266	SHELL ENERGY	SOLUTIO		496.62	199	E	51	6259	02	996	0	99	000			
235266	SHELL ENERGY	SOLUTIO		1,356.68	199	E	51	6259	02	995	0	99	000			
235266	SHELL ENERGY	SOLUTIO		4,197.83	199	E	51	6259	02	001	0	22	000			
235266	SHELL ENERGY	SOLUTIO		10,067.15	199	E	51	6259	02	042	0	99	000			
				81,362.55	Totals for 235266											

81,362.55 Totals for checks

CHECK		ACCOUNT									
NUMBER	VENDOR	AMOUNT	NUMBER								
20072	LABATT FOOD SERVICE	21.61	240	E	35	6341	00	001	0	99	000
20072	LABATT FOOD SERVICE	14,743.12	240	E	35	6341	00	001	0	99	000
20072	LABATT FOOD SERVICE	1,576.78	240	E	35	6342	00	001	0	99	000
20072	LABATT FOOD SERVICE	3,398.54	240	E	35	6341	00	001	0	99	000
20072	LABATT FOOD SERVICE	621.41	240	E	35	6341	01	001	0	99	000
20072	LABATT FOOD SERVICE	6,308.36	240	E	35	6341	00	041	0	99	000
20072	LABATT FOOD SERVICE	723.46	240	E	35	6342	00	041	0	99	000
20072	LABATT FOOD SERVICE	2,545.13	240	E	35	6341	00	041	0	99	000
20072	LABATT FOOD SERVICE	55.58	240	E	35	6342	00	041	0	99	000
20072	LABATT FOOD SERVICE	5,343.68	240	E	35	6341	00	042	0	99	000
20072	LABATT FOOD SERVICE	373.49	240	E	35	6342	00	042	0	99	000
20072	LABATT FOOD SERVICE	3,154.69	240	E	35	6341	00	101	0	99	000
20072	LABATT FOOD SERVICE	391.89	240	E	35	6342	00	101	0	99	000
20072	LABATT FOOD SERVICE	5.99	240	E	35	6341	00	101	0	99	000
20072	LABATT FOOD SERVICE	94.21	240	E	35	6342	00	101	0	99	000
20072	LABATT FOOD SERVICE	1,983.64	240	E	35	6341	00	101	0	99	000
20072	LABATT FOOD SERVICE	4,940.76	240	E	35	6341	00	102	0	99	000
20072	LABATT FOOD SERVICE	482.94	240	E	35	6342	00	102	0	99	000
20072	LABATT FOOD SERVICE	4,561.04	240	E	35	6341	00	103	0	99	000
20072	LABATT FOOD SERVICE	461.41	240	E	35	6342	00	103	0	99	000
20072	LABATT FOOD SERVICE	129.74	240	E	35	6341	00	103	0	99	000
20072	LABATT FOOD SERVICE	19.69	240	E	35	6342	00	103	0	99	000
20072	LABATT FOOD SERVICE	51.94	240	E	35	6341	00	105	0	99	000
20072	LABATT FOOD SERVICE	2,441.46	240	E	35	6341	00	105	0	99	000
20072	LABATT FOOD SERVICE	451.64	240	E	35	6342	00	105	0	99	000
20072	LABATT FOOD SERVICE	3,013.56	240	E	35	6341	00	105	0	99	000
20072	LABATT FOOD SERVICE	170.02	240	E	35	6341	00	107	0	99	000
20072	LABATT FOOD SERVICE	7,989.74	240	E	35	6341	00	107	0	99	000
20072	LABATT FOOD SERVICE	939.11	240	E	35	6342	00	107	0	99	000
20072	LABATT FOOD SERVICE	382.14	240	E	35	6341	00	101	0	99	000
20072	LABATT FOOD SERVICE	382.14	240	E	35	6341	00	102	0	99	000
20072	LABATT FOOD SERVICE	382.14	240	E	35	6341	00	103	0	99	000
20072	LABATT FOOD SERVICE	382.14	240	E	35	6341	00	105	0	99	000
20072	LABATT FOOD SERVICE	382.14	240	E	35	6341	00	107	0	99	000
20072	LABATT FOOD SERVICE	855.27	240	E	35	6341	00	042	0	99	000
		69,760.60	Totals for 20072								
20098	LABATT FOOD SERVICE	12,045.19	240	E	35	6341	00	001	0	99	000
20098	LABATT FOOD SERVICE	1,657.60	240	E	35	6342	00	001	0	99	000
20098	LABATT FOOD SERVICE	281.40	240	E	35	6341	00	001	0	99	000
20098	LABATT FOOD SERVICE	50.46	240	E	35	6342	00	001	0	99	000
20098	LABATT FOOD SERVICE	311.74	240	E	35	6341	00	041	0	99	000
20098	LABATT FOOD SERVICE	1,381.05	240	E	35	6342	00	001	0	99	000
20098	LABATT FOOD SERVICE	5,704.80	240	E	35	6341	00	042	0	99	000
20098	LABATT FOOD SERVICE	78.00	240	E	35	6342	00	042	0	99	000
20098	LABATT FOOD SERVICE	3,462.61	240	E	35	6341	00	101	0	99	000
20098	LABATT FOOD SERVICE	387.10	240	E	35	6342	00	101	0	99	000
20098	LABATT FOOD SERVICE	63.62	240	E	35	6341	00	102	0	99	000
20098	LABATT FOOD SERVICE	2,320.35	240	E	35	6341	00	102	0	99	000
20098	LABATT FOOD SERVICE	696.92	240	E	35	6342	00	102	0	99	000
20098	LABATT FOOD SERVICE	171.93	240	E	35	6341	00	102	0	99	000
20098	LABATT FOOD SERVICE	4,235.63	240	E	35	6341	00	103	0	99	000
20098	LABATT FOOD SERVICE	698.93	240	E	35	6342	00	103	0	99	000
20098	LABATT FOOD SERVICE	341.11	240	E	35	6341	00	103	0	99	000
20098	LABATT FOOD SERVICE	4,003.65	240	E	35	6341	00	105	0	99	000
20098	LABATT FOOD SERVICE	573.86	240	E	35	6342	00	105	0	99	000

CHECK		ACCOUNT										
NUMBER	VENDOR	AMOUNT	NUMBER									
20098	LABATT FOOD SERVICE	5,280.76	240 E 35 6341 00 107 0 99 000									
20098	LABATT FOOD SERVICE	956.15	240 E 35 6342 00 107 0 99 000									
20098	LABATT FOOD SERVICE	490.50	240 E 35 6341 00 107 0 99 000									
20098	LABATT FOOD SERVICE	789.94	240 E 35 6341 00 001 0 99 000									
20098	LABATT FOOD SERVICE	789.94	240 E 35 6341 00 041 0 99 000									
20098	LABATT FOOD SERVICE	789.94	240 E 35 6341 00 101 0 99 000									
20098	LABATT FOOD SERVICE	789.91	240 E 35 6341 00 102 0 99 000									
20098	LABATT FOOD SERVICE	789.84	240 E 35 6341 00 103 0 99 000									
20098	LABATT FOOD SERVICE	789.34	240 E 35 6341 00 105 0 99 000									
20098	LABATT FOOD SERVICE	789.84	240 E 35 6341 00 107 0 99 000									
20098	LABATT FOOD SERVICE	789.94	240 E 35 6341 00 042 0 99 000									
20098	LABATT FOOD SERVICE	293.20	240 E 35 6341 00 999 0 99 000									
20098	LABATT FOOD SERVICE	6,634.56	240 E 35 6341 00 041 0 99 000									
20098	LABATT FOOD SERVICE	674.56	240 E 35 6342 00 041 0 99 000									
		59,114.37	Totals for 20098									
		128,874.97	Totals for checks									

CHECK		ACCOUNT	
NUMBER	VENDOR	AMOUNT	NUMBER
12383	CORGAN ASSOCIATES IN	317,625.00	660 E 81 6629 58 999 0 99 000
12383	CORGAN ASSOCIATES IN	28,800.00	660 E 81 6629 56 999 0 99 000
12383	CORGAN ASSOCIATES IN	269,100.00	660 E 81 6629 54 999 0 99 000
12383	CORGAN ASSOCIATES IN	60,000.00	660 E 81 6629 52 999 0 99 000
12383	CORGAN ASSOCIATES IN	380,250.00	660 E 81 6629 51 999 0 99 000
12383	CORGAN ASSOCIATES IN	259,875.00	660 E 81 6629 58 999 0 99 000
12383	CORGAN ASSOCIATES IN	124,800.00	660 E 81 6629 56 999 0 99 000
12383	CORGAN ASSOCIATES IN	310,500.00	660 E 81 6629 54 999 0 99 000
12383	CORGAN ASSOCIATES IN	67,500.00	660 E 81 6629 52 999 0 99 000
12383	CORGAN ASSOCIATES IN	438,758.18	660 E 81 6629 51 999 0 99 000
		2,257,208.18	Totals for 12383
12388	PLAYGROUND SOLUTIONS	388,919.82	660 E 81 6629 55 999 0 99 000
12388	PLAYGROUND SOLUTIONS	425,730.86	660 E 81 6629 55 999 0 99 000
12388	PLAYGROUND SOLUTIONS	429,103.44	660 E 81 6629 55 999 0 99 000
12388	PLAYGROUND SOLUTIONS	414,324.40	660 E 81 6629 55 999 0 99 000
		1,658,078.52	Totals for 12388
12401	JOERIS GENERAL CONTR	354,148.60	650 E 81 6629 00 999 0 99 000
		354,148.60	Totals for 12401
		4,269,435.30	Totals for checks

Budget Amendments 2025-2026

**Presented for:**

Board Action     X     Report/Review Only                     

**Supporting documents:**

None                      Attached     X     Provided Later                     

**Contact Person:**

Dr. Bill Johnston, CPA, Chief Financial Officer  
Teresa Simpson, CPA, Director of Accounting

**Background Information:**

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

The General Fund amendment primarily includes an increase in function 11 and a decrease in function 31. This is due to the Special Education program being required to utilize contracted employees to cover vacancies in staff positions. The remaining function amendments are transfers between functions due to account code changes and department requirements.

There is also a Food Service Fund amendment to increase the projected food costs. This increase is due to an increased number of students participating in the lunch and breakfast programs, which increases the food costs.

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

<b><u>Description</u></b>	<b><u>Function</u></b>	<b><u>Amount</u></b>
	11 – Instruction	\$ 93,008
	13 – Curriculum and Instructional Staff Develop.	16,657
	21 – Instructional Leadership	11,352
	23 – School Leadership	5,242
	31 – Guidance, Counseling and Evaluation Services	(112,478)
	36 – Cocurricular/Extracurricular	(19,131)
	41 – General Administration	5,000
	51 – Plant Maintenance and Operations	350
	Net Changes to Expenditures	<u>\$ 0</u>

**Reallocated Food Service Budget (Fund 240) (Increase in Expenses/Decrease in Fund Balance)**

<b><u>Description</u></b>	<b><u>Function</u></b>	<b><u>Amount</u></b>
	35 – Food Service	<u>\$ 540,000</u>
	Net Change to Expenditures	\$ 540,000
	Net Change to Fund Balance	\$ (540,000)

**Fiscal Implications:**

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

For the Food Service Fund, there is an increase in expenses and a decrease in 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 food costs.

**Recommendation:**

The Administration recommends that the Board approve the amendments to the 2025-2026 budget as presented.

**Red Oak Independent School District  
General Operating Budget  
Amended Budget as of 02/23/26**

	Operating Amended Budget August 14, 2025	Amendments Increase/ (Decrease)	Proposed Amended Budget February 23, 2026
<b>Revenues:</b>			
Local, Intermediate, Other	\$ 2,929,500	\$ -	\$ 2,929,500
Local, Property Taxes	31,625,166	-	31,625,166
State Program Revenues	47,391,753	-	47,391,753
Federal Program Revenues	850,000	-	850,000
Total Revenues	\$ 82,796,419	\$ -	\$ 82,796,419
<b>Expenditures</b>			
Instruction	\$ 43,036,991	\$ 93,008	\$ 43,129,999
Instructional Resources and Media Services	757,352		757,352
Curriculum and Instructional Staff Development	2,446,373	16,657	2,463,030
Instructional Leadership	837,417	11,352	848,769
School Leadership	5,531,655	5,242	5,536,897
Guidance, Counseling and Evaluation Services	4,513,497	(112,478)	4,401,019
Social Work Services	134,903		134,903
Health Services	978,499		978,499
Student Transportation	3,382,936		3,382,936
Cocurricular/Extracurricular Activities	2,841,166	(19,131)	2,822,035
General Administration	3,179,128	5,000	3,184,128
Plant Maintenance and Operations	8,410,487	350	8,410,837
Security and Monitoring Services	1,743,179		1,743,179
Data Processing Services	2,038,926		2,038,926
Community Services	2,050,160		2,050,160
Debt Service	448,750		448,750
Facilities Acquisition and Construction	-		-
Payments to Fiscal Agent	40,000		40,000
Other Intergovernmental Charges	425,000		425,000
Total Expenditures	\$ 82,796,419	\$ -	\$ 82,796,419
<b>Other Sources (Uses)</b>			
Other Sources	-		-
Excess (Deficiency) of Revenues Over Expenditures	\$ -	\$ -	\$ -

**Red Oak Independent School District  
Student Nutrition Budget  
Amended Budget as of 12/16/2024**

	Food Service Fund August 14, 2025	Amendments Increase/ (Decrease)	Food Service Fund February 23, 2026
<b>Revenues:</b>			
Local, Intermediate, Other	\$ 500,550		\$ 500,550
State Program Revenues	98,500	-	98,500
Federal Program Revenues	3,761,868		3,761,868
Total Revenues	<u>\$ 4,360,918</u>	<u>\$ -</u>	<u>\$ 4,360,918</u>
<b>Expenditures</b>			
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	4,693,343	540,000	5,233,343
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>\$ 4,693,343</u>	<u>\$ 540,000</u>	<u>\$ 5,233,343</u>
<b>Other Sources (Uses)</b>			
Operating Transfers In (Other Uses)			\$ -
Excess (Deficiency) of Revenues Over Expenditures	<u>\$ (332,425)</u>	<u>\$ (540,000)</u>	<u>\$ (872,425)</u>

Special Education Contracted Services and Materials 2025-2026

**Presented for:**

Board Action     X                        Report/Review Only                     

**Supporting documents:**

None   Attached     X                        Provided Later                     

**Contact Person:**

Julie Phillips, Director of Purchasing  
Shana Owen, Director of Specialized Learning

**Background Information:**

Increased need for student testing and staff position vacancies have increased the need for contracted service providers in the area of Special Education/Specialized Learning. The increased need will likely exceed the spending threshold in various Special Ed categories including, but not limited to Diagnostician services, Speech Therapy, and contracted Teacher positions.

Texas Education Code 44.031(a) states that contracts valued at \$100,000 or more in the aggregate for each 12-month period are to be made by the method that provides the best value to the district.

A Request for Proposal (RFP 23-07-01) for ROISD-Special Education Services & Materials was properly posted and released with an extended due date.

**Fiscal Implications:**

The following responses were received for the month of February, 2026:

A SUITE SOUND MUSIC CENTER  
ADAPTED PE CONSULT SERVICES LLC

All responses have been evaluated by a committee of 3 Specialized Learning department professionals. The Committee recommends that all responding vendors be awarded.

**Administrative Recommendation:**

Administration recommends the Board approve and award on Red Oak ISD RFP 26-01-01, all responding vendors as presented to provide services and materials related to Special Education/Specialized Learning.

# SUMMARY EVALUATION FORM

PROJECT: 2026-01-01 SPECIAL EDUCATION SERVICES & MATERIALS

		VENDOR	VENDOR
PARAMETERS:	MAX POINTS	<b>A SUITE SOUND MUSIC CENTER</b>	<b>ADAPTED PE CONSULT SERVICES LLC</b>
	100	98	100

RED OAK ISD SHALL CONSIDER ALL EXISTING LAWS, INCLUDING ANY CRITERIA RELATED TO HISTORICALLY  
 RED OAK ISD SHALL CONSIDER AND APPLY ANY EXISTING LAWS, RULES, OR APPLICABLE

Purchase of School Buses

**Presented for:**

Board Action     X                          Report/Review Only                     

**Supporting documents:**

None                                           Attached     X                          Provided Later                     

**Contact Person:**

Brent Stanford, Executive Director of Support Services

**Background Information:**

This purchase is for three (3) 77-passenger buses. These buses will be equipped with three-point seat belts that meet the requirements of SB 693. This purchase will come out of the 2026-2027 budget.

**Fiscal Implications:**

\$800.00	Buy Board Fee (invoice fee)	\$800.00
\$157,032.00	77-passenger bus (3 total)	\$471,096.00
\$1,865.92	camera system (3 total for buses)	<u>\$5,597.77</u>
	Total	\$477,493.77

The funds for this purchase will come from the General Operating Funds from the 2026-2027 budget year.

**Administrative Recommendation:**

Administration recommends that the Board approve the purchase of three (3) 77-passenger buses, with the required 3-point seat belts from the 2026-2027 budget year from Longhorn Bus Sales, using Buyboard contract 722-23.

# GATEKEEPER

DVR & Camera Placement Sign-Off Required for Installer

**Quote Date**  
February 10, 2026

**Doc #:** 46062.5747  
**Branch:** SB

**BILL TO**

Company	Red Oak ISD
Address	PO Box 9000
City	Red Oak
State / Province	TX
ZIP / Postal Code	75154

**SHIP TO**

Company	Red Oak ISD
Address	148 Louise Ritter Blvd
City	Red Oak
State / Province	TX
ZIP / Postal Code	75154

**ORDER INFO**

Customer PO	Quote	Sales Rep	Zach/Teri
Syspro S/O #		Currency	<input checked="" type="radio"/> USD <input type="radio"/> CAD
Delivery Date			

*(Delivery Date to be confirmed by GSI Order Desk - Dates are subject to change)*

**SHIPPING**

Shipping Time:

Shipping Type:

Quoted: \$ 67.00

## G4-Y35 HD DVR, SD CARD BASED 4 CHANNEL 120FPS (STD Def and AHD) Plus 1 CHANNEL HD 30FPS RECORDER 1080p H.265

Qty	Description	Price Each	Tariff Total	Product Total
3	G4-Y35 HD V3 Assembly DVR Kit for Analog Cameras Only - No IP Cameras Required	1,270.046	344.02	3,810.14
4	Standard Cameras per DVR			
<b>G4-Y35 HD DVR Kit Includes:</b>				
3	G4- GPS Antenna V2	32.894	24.50	98.68
3	G4-TCR-DrvAlert	46.517	12.60	139.55
3	CAB000387 REV 1	14.952	11.14	44.86
3	G4-DB WiFi Sales Kit			
3	NMO-BMLPVDB700/2500	40.536	30.20	121.61
3	MLFML-12-204-S1-A	66.453	49.50	199.36

**STORAGE**

Qty	Description	Price Each	Tariff Total	Product Total
3	Y35 HD Substitute 1TB SSD to 512GB SSD Yes G4-WarningDecal English Only	-474.030	-128.40	-1,422.09
	1TB SSD to 512GB SSD(1TB SSD removed and replaced with 512GB SSD at time of order)			
	1 per Vehicle - English Only Decals			
	"THIS VEHICLE MAY BE EQUIPPED WITH VIDEO & AUDIO RECORDING DEVICES"			

**CAMERAS (Cameras do not include cables)**

Qty	Description	Price Each	Tariff Total	Product Total
3	CAMICAS31AHD-DNGREY 2.8MM 3.6MM 3 4.2MM 6.0MM	150.626	51.00	451.88
9	CAMICAWA11AHD-1.7GREY HD AHD WIDE ANGLE 720P CAMERA FOR HIGH BACK SEATS	150.626	336.60	1,355.64
3	GSWHC2N-15MLD 15' Camera Cable			
3	GSWHC2N-30MLD 30' Camera Cable			
6	GSWHC2N-60 60' Camera Cable			

**MISCELLANEOUS & SHIPPING**

Qty	Part Number	Description	Price Each	Tariff Total	Product Total
	LABOUR	0			
1	SHIPPING	Shipping price noted above. Freight Estimate valid for 30 days - Freight quotes older than 30 days may change without notice	67.00		67.00

**GATEKEEPER SYSTEMS INC.** Abbotsford, BC, V2T 6H1 Tel: 888-666-4833 • Fax: 604-864-8472

This quote contains pricing for SSD/SD storage. Due to a worldwide shortage of components pricing for storage could change at the time of purchase.

Buyer is responsible for verifying pricing at time of ordering.

- Applicable PST, GST, HST, local, state, and federal taxes to be determined. If exempt, Tax Exemption Certificates must be on file with GSI.
- Total excludes PST, GST, HST, local, state, and federal taxes.
- Limited Warranty: 3 years on SD cards & DVRs. 5 years on interior cameras. 1 year on exterior cameras. 1 year on accessories. 1 year on HD & SSD HD
- This quote may or may not contain a cost for shipping. Unless specifically noted otherwise, shipping will be charged.
- Quote is valid for 30 days

Gatekeeper sources product from worldwide sources. The pricing contained herein is based on the Duties, Tariff's and Taxes payable when goods are imported to the USA. If any of these values change up to date of shipment, pricing is subject to change.

Product Upgrade Discount	
Tax Rate	TBD
<b>Tariff Total:</b>	<b>\$ 731.15</b>
<b>Quote Total:</b>	<b>\$ 5,597.77</b>

This quote may or may not contain a cost for shipping.



## Red Oak I.S.D.

Date: February 4, 2026

Body Manufacturer: IC Corp	Model: C3411 CE SCHOOL BUS
Chassis Manufacturer: IC Corp	Model: PB110 (2027)
Capacity: 77 Passengers	Number of units: 3
<b>Price/Unit: \$157,032.00</b>	<b>TOTAL: \$471,096.00</b>

*Prices are good 30 days from date of this proposal.*

Standard Body Specifications	Chassis Specifications
78" headroom standard	Engine: Cummins ISB 6.7
13 rows of 3pt seats with gray upholstery	Horsepower: 240
National air suspension driver seat w/ cloth insert, gray	Torque: 600 lb-ft
Modesty panel under barrier behind driver	Wheelbase: 276"
First aid kit, body fluid clean-up kit, safety triangles,	Transmission: Allison 2500 6sp, 6 <sup>th</sup> gen. controls
5lb fire extinguisher & belt cutter	Shift control: Stalk shifter, column mounted
16 ga. steel exterior body side panels	Alternator: 325 amp
Skirt mounted battery box w/slide out tray	Battery system: (3) 12 volt 1980 CCA
Full insulation ( <i>roof &amp; sides</i> )	Brakes: Full air; 4" front, 7" rear
Full length acoustical ceiling panels	Air dryer: Bendix AD-9SI w/heater
Body undercoating, fire resistant	Front axle: 10,000#, lubricated
3-piece bonded windshield w/tint & L/R assist handles	Rear axle: 21,000#, lubricated
Windshield wipers, w/automatic headlamp activation	Rear Suspension: 23,000#, air ride
Stepwell; preformed NaviFlex coated pebble tread	Tires: 11R22.5 LRH all-position
Black rubber flooring w/ aluminum aisle strips	Wheels: 8.25x22.5 black steel 2-hand hole
School bus yellow paint w/ black rub rails & bumpers	Fuel tank: 100 gallon between frame rails
White interior paint	DEF tank: 16.5 gallon
Rear view mirror inside (6 x 30) w/ visor	Steering, power: Tilt w/switch controls
Rosco mini Hawk-Eye cross over mirrors	(4 programmable switches)
Rosco rearview mirrors ( <i>Open-view black, remote, htd</i> )	Power source: USB A & C in driver storage bin
Warning lights, 8-lamp, LED strobing; black back-	Communication module: OnCommand Connection w/5yr
ground flasher system, red lights active w/ door open	data plan & International 360
Pre-trip exterior light check	Fuel/Water separator: Racor 400 series
LED interior passenger dome lights w/dimmer switch	Gauge cluster: Base 3" display
LED driver dome on separate switch	Air cleaner rest. Gauge: Mounted on air cleaner
LED step well light	Cruise control
State spec LED exterior light package	Warning buzzers
Tail pipe, exits left side through bumper	Auto. slack adjusters
Dash air conditioner w/ integral heater / defroster and	
automotive style driver controls	

Longhorn Bus Sales  
 14201 Hempstead Rd, Houston, Texas 77040  
 Phone: (713) 631-9306

Body Options Included	Chassis Options Included
<p>LED Illuminated "SCHOOL BUS" signs, front &amp; rear  Drivers' overhead storage compartment  Public Address only  Speakers (8) mounted in light bar  Handrails; single level SS each side of entry  Entry door (<i>electric</i>), outward opening; full length  single panel laminated door panel glass and keyed lock  Lock; rear door w/ignition starter interlock  White roof  Reflective material per state specs  Air stop arms; front and rear  Specialty roof hatches (2)  Four emergency E/E windows, vertical hinge  Windows, passenger; laminated tint split sash  LED strobe light  Monitor, post trip inspection "Child Reminder"  Sub floor 5/8" 5-ply plywood sub floor  84,500 BTU rear heater</p>	<p>Bendix 4-channel ABS brakes with electronic stability and  automatic traction control  Manual push-pull pneumatic parking brake w/interlock  Battery disconnect switch; Cole-Hersee 300 amp  Headlamps, halogen w/daytime running lights &amp; automatic  twilight controlled. Multi-function rotary switch left of driver  Black grille  Throttle (<i>electronic hand control</i>)  Warranty towing: 24 months/Unlimited miles to  nearest IC bus dealer</p> <hr/> <p style="text-align: center;"><b>Additional Aftermarkets and Services</b></p> <hr/> <p>PDI  DOT Inspection  Lettering (<b>RED OAK I.S.D.</b>)  Govern speed set at 65mph  Weight Slip  Air conditioning 136K BTU (<i>2 bulkheads, 1 mid-shift and  drivers dash</i>)  Kenwood 2-way radio system</p>

Both body and chassis specifications meet or exceed Texas School Bus Specification for 2025.

**Authorized Signature** \_\_\_\_\_

All stock buses are subject to prior sale.

**Buy Board fee not included. If purchasing through Buy Board, and additional \$800.00 must be applied to purchase order (fee is per purchase order not per bus). Longhorn Buy Board number 722-23.**

Estimated delivery is 180 -240 days from receipt of PO (dependent on whether bus is built or scheduled to build). Longhorn Bus Sales will not be held responsible for material shortages or delays due to the global COVID-19 pandemic or any other reasons outside our control of the represented OEMs (IC Corp) or third-party vendors used to complete a customers' bus equipment. A bus may be delivered without third-party products (i.e., A/C, GPS, two-way radios, camera surveillance, etc.) and will be installed when available. These shortages will not hold up invoicing of payments for delivered goods.

Resolution to sell Portable Buildings

**Presented for:**

Board Action     X    

Report/Review Only                     

**Supporting documents:**

None                     

Attached     X    

Provided Later                     

**Contact Person:**

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

**Background Information:**

In the summer of 2022, Red Oak ISD purchased portable buildings to address overcrowding on several campuses, including Red Oak Middle School. With the opening of Dr. Joy Shaw Middle School, the overcrowding at Red Oak Middle School has been alleviated, and the portable buildings are no longer needed. In addition, the waiver previously granted by the City of Red Oak has expired, requiring the removal of the buildings from their current location. After confirming interest from a neighboring district, Palmer ISD, the two districts have agreed on a fair purchase price and relocation plan for the three buildings. The Memorandum of Understanding (MOU) outlining the terms of the transaction is attached for informational purposes.

The transaction will be executed pursuant to Texas Government Code § 791.011, which authorizes local governments, including Independent School Districts, to contract with one another for governmental functions and services, including the purchase and transfer of property.

**Fiscal Implications:**

Proceeds from the sale will be used for capital projects or district facility needs, as determined.

**Administrative Recommendation:**

Administration recommends that the Board adopt a Resolution granting the Superintendent, or designee, the authority to negotiate and finalize the sale of the three portable buildings currently located at Red Oak Middle School.

RESOLUTION OF THE BOARD OF TRUSTEES OF  
RED OAK INDEPENDENT SCHOOL DISTRICT

Authorizing the Sale of Portable Buildings to Palmer ISD

WHEREAS, Red Oak Independent School District (“District”) owns three (3) portable classroom buildings no longer needed for instructional purposes; and

WHEREAS, Texas Government Code Chapter 791, the Interlocal Cooperation Act, authorizes local governments, including school districts, to contract with one another for governmental functions and services, including the transfer of property; and

WHEREAS, the District has negotiated the sale of three (3) portable buildings to Palmer Independent School District for the amount of **\$80,000**; and

WHEREAS, the Board finds that the sale is in the best interest of the District and its students;

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

1. **Approves the sale** of three (3) 24x64 double-classroom portable buildings (2022 Palomar) to Palmer ISD for **\$80,000**.
2. **Authorizes the Superintendent or designee** to execute the Memorandum of Understanding, Bill of Sale, and any related documents necessary to complete the transaction.
3. **Authorizes district staff** to disconnect utilities and prepare the buildings for removal as outlined in the MOU.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

Melanie Petersen, President

Board of Trustees of the

Red Oak Independent School District

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

Sean Kelly, Secretary

Board of Trustees of the

Red Oak Independent School District

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Red Oak Independent School District during a regularly scheduled meeting on February 23, 2026. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_

Abstentions: \_\_\_\_\_

To certify which, witness my hand this 23rd day of February, 2026.

By: \_\_\_\_\_ Melanie Petersen, President

Board of Trustees of the  
Red Oak Independent School District

THE STATE OF TEXAS }

ACKNOWLEDGMENT }

COUNTY OF ELLIS }

BEFORE ME, a Notary Public, on this day personally appeared Melanie Petersen, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Red Oak Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on February 23, 2026; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23<sup>rd</sup> of February, 2026.

\_\_\_\_\_  
Notary Public, State of Texas



---

# MEMORANDUM OF UNDERSTANDING

**Between Red Oak Independent School District and Palmer Independent School District Pursuant to Texas Government Code Chapter 791 (Interlocal Cooperation Act)**

This Memorandum of Understanding (“MOU”) is entered into by and between **Red Oak Independent School District (“Seller”)** and **Palmer Independent School District (“Buyer”)**. The Parties enter this agreement under the authority of **Texas Government Code Chapter 791**, the Interlocal Cooperation Act.

## 1. Authority

This MOU is executed pursuant to **Texas Government Code § 791.011**, which authorizes local governments, including Independent School Districts, to contract with one another for governmental functions and services, including the purchase and transfer of property.

## 2. Purpose

The purpose of this MOU is to establish the terms and conditions under which Red Oak ISD agrees to sell, and Palmer ISD agrees to purchase, **three (3) portable classroom buildings** for use in Palmer ISD’s educational operations.

## 3. Description of Property

The portable buildings included in this agreement are as follows:

1. **Double Classroom Portable Building**
  - Size: 24' x 64'
  - Configuration: Double classroom
  - Restroom: Included
  - Accessories: Ramps and awnings included
  - Manufacturer/Model Year: 2022 Palomar
2. **Double Classroom Portable Building**
  - Size: 24' x 64'
  - Configuration: Double classroom
  - Restroom: Included
  - Accessories: Ramps and awnings included
  - Manufacturer/Model Year: 2022 Palomar
3. **Double Classroom Portable Building**
  - Size: 24' x 64'
  - Configuration: Double classroom

- Restroom: Included
- Accessories: Ramps and awnings included
- Manufacturer/Model Year: 2022 Palomar

A detailed inventory or photographs may be attached as **Exhibit A**.

## 4. Term of Agreement

This MOU becomes effective upon the date of the last signature and remains in effect until all obligations of both Parties are fulfilled, satisfying § 791.011(d)(1).

## 5. Responsibilities of the Parties

In accordance with § 791.011(d)(2), the rights and duties of each Party are as follows:

### Seller (Red Oak ISD) Responsibilities

- Disconnect all **water, sewer, and electrical utilities** from the portable buildings prior to removal.
- Remove and/or empty all contents from the buildings before transfer.
- Provide reasonable access to the site for inspection and removal.
- Execute a Bill of Sale upon receipt of full payment.
- Ensure the buildings are available for removal on or before a date agreed upon by both parties.

### Buyer (Palmer ISD) Responsibilities

- Be responsible for **all expenses associated with moving, transporting, relocating, and installing** the portable buildings on Palmer ISD property.
- Obtain any required permits for transportation or installation.
- Coordinate scheduling of removal with Red Oak ISD.
- **Remove the buildings by a date agreed upon by both parties.**
- Remit payment as described in Section 6.

## 6. Payment Terms

In accordance with § 791.011(d)(3):

- **Palmer ISD shall pay Red Oak ISD a total purchase price of \$80,000 for the three portable buildings.**
- Payment shall be made by check or electronic transfer within **thirty** days of execution of this MOU.
- Ownership transfers upon full payment and execution of the Bill of Sale.

## 7. Contract Administration

Pursuant to § 791.013, each Party designates a contract administrator:

- **Red Oak ISD Contract Administrator:** Brenda Sanford, Superintendent
- **Palmer ISD Contract Administrator:** Jacob Duce, Superintendent

These individuals are responsible for ensuring compliance with this MOU.

## 8. Condition of Property

The portable buildings are sold **AS-IS**, with no warranties expressed or implied. Palmer ISD acknowledges the opportunity to inspect the buildings prior to purchase.

## 9. Compliance With Applicable Law

Both Parties agree to comply with all applicable federal, state, and local laws, including the Interlocal Cooperation Act, Texas Government Code Chapter 791.

## 10. Amendments

Any amendments to this MOU must be in writing and signed by authorized representatives of both Parties.

## 11. Signatures

**SELLER** Red Oak Independent School District

Name: \_\_\_\_\_

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

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

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

**BUYER** Palmer Independent School District

Name: \_\_\_\_\_

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

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

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



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 voted; \$82,000,000 previously issued; \$15,500,000 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 voted; \$173,000,000 previously issued; \$40,913,000 remaining to be 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 \$56,413,000;

- (ii) the maximum true interest cost shall not exceed 6.00%; and
  - (iii) the final maturity shall not be longer than August 15, 2057.
- 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 5.50%; 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.

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**SCHEDULE I**  
**SCHEDULE OF AVAILABLE REFUNDED OBLIGATIONS**

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

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

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

<sup>(2)</sup> 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(\$)
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

## **New Elementary School (Harmony Way)-GMP Bid Package 01: Early Civil Package**

### **Presented for:**

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

### **Supporting documents:**

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

### **Contact Person:**

Bill Johnston, CFO  
Julie Phillips, Director of Purchasing

### **Background Information:**

On August 25, 2025, during the Regular Board Meeting, the Red Oak ISD Board of Trustees unanimously approved (7–0) authorizing the Superintendent to negotiate a contract with the selected Construction Manager at Risk (CMaR), Joeris General Contractors, for the new elementary school project located on Harmony Way in Red Oak, Texas.

The contract negotiations have now been completed. Administration is requesting Board approval to proceed with construction, beginning with Guaranteed Bid Package 01: Early Civil Package. This package was presented by Joeris General Contractors and reviewed by Corgan and Red Oak ISD Administration during a meeting held on February 17, 2026.

### **Fiscal Implications:**

Bid Package 01: Early Civil Package will be funded from 2025 Bond funds, at the Guaranteed Maximum Price of \$4,181,125.

### **Administrative Recommendation:**

Administration recommends the Board approve the New Elementary School Bid Package 01: Early Civil Package, as detailed in attached Joeris General Contractors proposal.

# RED OAK ISD

## NEW ELEMENTARY SCHOOL

HARMONY WAY, RED OAK, TX. 75154

GMP – BP1: EARLY CIVIL PACKAGE

FEBRUARY 17<sup>TH</sup>, 2026

**JOERIS**  
General Contractors

***COST SUMMARY***

<b>Red Oak ISD New Elementary School: Early Civil Package</b>	<b>\$4,181,125</b>
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***MARKET CONDITIONS***

*It is impossible to determine the effect the current supply chain crisis will have on the performance of the construction contract. Joeris will endeavor to mitigate the impact of this event, however any impact on cost and schedule are unforeseeable and beyond our control. If Joeris is delayed at any time in the commencement or progress of the work or impacted by cost escalations due to labor shortages, unusual delay of deliveries, material shortages, unavoidable casualties, or other causes beyond our control, we reserve our right to an equitable adjustment of the contract time and cost.*

**DETAILED BREAKDOWN**

DESCRIPTION	TOTAL
Owner's Contingency (2%)	\$ 83,623
Contractor's Contingency (2%)	\$ 83,623
<b>General Conditions</b>	
GENERAL CONDITIONS	\$329,595
<b>GENERAL REQUIREMENTS / MISC.</b>	
GENERAL REQUIREMENTS	\$167,000
<b>EARTHWORK</b>	
EARTHWORK	\$ 1,511,755
SWPPP	\$ 1,750
EROSION CONTROL	w/ Earthwork
EROSION CONTROL MAINTENANCE	\$ 13,952
<b>EXTERIOR IMPROVEMENTS</b>	
RETAINING WALLS	\$ 334,067
<b>UTILITIES</b>	
UTILITIES	\$ 1,446,028
SUBTOTAL	\$ 3,971,392
Sub Default Insurance	\$ 52,122
<b>SUBTOTAL (COST OF WORK)</b>	<b>\$ 4,023,514</b>
AGC / ABC Dues	\$ 836
BOND (Payment & Performance)	\$ 41,108
Builder's Risk Insurance Premiums	\$ 8,362
General and Umbrella Liability Insurance	\$ 31,358
OCP / Additional Insured	N/A
Building Permit	BY OWNER
Certificate Of Occupancy	BY OWNER
<b>SUBTOTAL</b>	<b>\$ 4,105,179</b>
Profit / Fee	\$ 75,946
<b>TOTAL BID =</b>	<b>\$4,181,125</b>

## **SCOPE CLARIFICATIONS**

*These Clarifications are provided to supplement the information provided by the Owner and Design Team. These Clarifications are based upon the IFC drawings prepared by Corgan provided on 01/14/2026, Addendum 1 provided on 01/06/2026, and Post Bid Addendum 2 provided on 02/13/2026.*

### **DIVISION 00 – GENERAL CONDITIONS**

#### **INCLUDED:**

1. On-site job trailer. Location to be determined with owner
2. Temporary utility cost for construction activities
3. Contractor's Contingency of 2% included.
4. Owner's Contingency of 2% included.

#### **DOES NOT INCLUDE:**

1. Sales Tax
2. Any City, County, or Municipal Utility District stand-by fees, tap fees, user fees, water or sewer impact fees
3. Construction and Material testing, third party testing, or Indoor Air Quality Testing
4. Permit fee or certificate of occupancy fee.
5. Tree mitigation or impact fees.
6. Excessive cost or time impacts resulting from supply chain disruptions in the marketplace, price escalations in the marketplace or price increases due to labor or materials shortages.
7. LEED submittal for project material cost data, action plans, Coordination Conference, documentation, Commissioning, submittals, and an Indoor Air Quality Management Plan.

### **DIVISION 31 – EARTHWORK**

1. Building Pad Prep: Moisture Conditioning to top of limestone with a max of 12' + 2' Select Fill
2. Paving Prep at drives and fire lanes: 6" lime stabilization at 8%
3. Paving Prep at flatwork and 5" Paving: compacted subgrade
4. Gravel underneath sidewalks is excluded.
5. Imported topsoil is excluded.

### **DIVISION 32 – EXTERIOR IMPROVEMENTS**

1. Block retaining walls included for north and west walls.
  - a. Concrete retaining wall will be a later bid package.

### **DIVISION 33 – UTILITIES**

1. Water line is included as an 8" fire loop and a 3" domestic water line
2. Sewer line is included as an 8" line connecting to the main on Harmony Way.
  - a. Sawcut, demo, and replacement of paving is included.
  - b. Traffic control for utility work is included.
3. Storm piping is included and draining to the southern detention pond via headwalls.
4. Interior courtyard drainage is excluded from this GMP. No plans provided. Will be included in a later package.
5. Does not include slip-form paving
6. Lift station is excluded.

**GENERAL NOTES****This GMP includes:**

1. General conditions included in this bid package are based on 3 months. Remaining GCs/GRs will be captured in later bid packages.
2. Payment and Performance bond at a fixed rate of 0.9832% of the Contract Sum.
3. General liability insurance at a fixed rate of 0.75% of the Contract Sum.
4. Sub default insurance at a fixed rate of 1.5% of the cost of work.
5. Builder's risk insurance at a fixed rate of 0.20% of the Contract Sum. This is subject to review by the insurance carrier pending total contract sum.
6. There will be personnel working from the home office.
7. An assumption that savings achieved through the purchasing of the subcontracts will be for the use of the Construction Manager. All remaining savings after substantial completion will be returned in accordance with the contract terms.
8. The following schedule related clarifications and assumptions:
  - a. The date of commencement shall be established upon receipt of all necessary building permits by the Construction Manager and pending board approval by Red Oak ISD. Final Completion of the work shall be achieved within 17 months following the Date of Commencement set forth in A.2.1.
  - b. The schedule is based on an assumption that work will be performed during normal work hours Monday through Friday, 7:00 AM to 3:30 PM. However, Construction Manager has the ability to perform work 24 hours per day, seven days per week, to the extent allowed by the local jurisdiction, if Construction Manager, in its sole discretion, deems it necessary. No shift work or overtime is included unless specifically identified herein.
  - c. The project schedule assumes a loss of three (3) work days per calendar month due to the effects of inclement weather (e.g. rain, high winds, freezing temperatures, mud, etc.). Any weather impact in excess of this assumption will entitle Construction Manager to a day-for-day extension of the Contract Time. (Alt: The Project Schedule assumes there will be no weather impact to the critical path that cannot be made up within the same week. Any weather impact in excess of this assumption will be an extension of the Contract Time.)
  - d. The schedule is based upon all submittal reviews being processed within 10 business days.
  - e. The date of commencement shall be established upon receipt of all necessary building permits by the Construction Manager and pending board approval by Red Oak ISD. Final Completion of the Work shall be achieved within 17 months following the Date of Commencement set forth in A.2.1.
9. Any work to be self-performed by Joeris will be bid 24 hours prior to subcontractor bid due date. It will be awarded on a lump sum basis.
10. Costs for enterprise System software and hardware (Accounting and Project Management), network infrastructure support, and support services for purposes of processing owner billings, subcontract, vendor, and accounts payables, and project control reports at a fixed rate of 3% of the Contract Sum.

**This GMP excludes:**

1. A line-item guarantee. Line items are only shown for convenience of review.
2. Cost or time impacts resulting from supply chain disruptions in the marketplace, price escalations in the marketplace or price increases due to labor or materials shortages.
3. Provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/or issued by the Owner, Owner's vendors/separate contracts, Architect, Engineer, Consultant, or similar party.
4. Parking expenses for subcontractors during construction. It is assumed the Construction Manager will park on-site at no cost.
5. Construction and material testing. Testing assumed to be paid for by the Owner.
6. Excludes the potential impacts of any "Buy American" legislation, as the scope of such legislation and the potential cost impacts cannot be estimated at this time.
7. Building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed.
8. Excludes FM Global Requirements.
9. Excludes the design of building envelope weather-tight details not included in the project plans or specifications unless it has been specifically indicated to be Contractor's responsibility for "delegated design".

10. Document reproduction and/or shipping. Reproduction assumed to be paid for by the Owner. It is also assumed that electronic files be provided to the Construction Manager and/or its subcontractors by the design team at no cost.
11. LEED submittal for project material cost data, action plans, Coordination Conference, documentation, Commissioning, submittals, and an Indoor Air Quality Management Plan.
12. Cost Loading and Resource-Loading of the CPM Construction Schedule.
13. Providing Earnings Reports.
14. Requirements for the engagement of a scheduling consultant.
15. Earthquake bracing or seismic-force-resisting systems.
16. Wetlands mitigation and site changes required by flood control.
17. Third party environmental (i.e. asbestos, lead, mold, etc.) monitoring.
18. All municipal utility fees, water impact, or sewage fees.
19. Acquisition of air rights outside the project's property boundaries.
20. Full-Time dedicated Quality Control personnel.
21. Geo-Technical Report, Soils Testing, Energy Compliance Inspections, Texas Accessibility Standards (TAS), and all cost associated with any testing or inspection by a third party.
22. Provisions for unusual, undocumented, or unanticipated subsurface conditions. We will make reasonable efforts to locate and protect any existing underground utilities and facilities, but cannot accept responsibility for damage, or the impacts from damage, to unknown, unforeseen, non-located, or incorrectly located underground utilities or facilities.
23. Engaging a design professional to prepare repair and or replacement procedures for non-conforming work.
24. Dumpster for Owner-furnished debris.
25. Design responsibility inherent in performance specifications that involve assemblies or interfaces among design elements performed by different trades or are otherwise not customary proprietary specifications obtained from single manufacturers.
26. Specifications that state 1) "delegated design: design assembly or interface, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated"; 2) requirements for code compliance and design features "whether or not indicated on the drawings," and 3) references to design "by others" on the drawings.
27. Provision of a dedicated desktop computer for use by the Architect and Owner to access Project electronic documents and maintain electronic communications.
28. Protection of existing facilities on adjacent properties.
29. Continuous monitoring and moisture testing of materials exposed to moisture during construction operations or after installation.
30. Construction Waste reduction progress reports, calculations, donation records, sales records, recycling records, disposal records, Statement of Refrigerant Recovery, and LEED Submittals.
31. Removal of surface dust from limited access spaces to include roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces. Cleaning of HVAC System in compliance with NADCA Standard 1992-01.
32. Preparing and furnishing a full set of corrected digital data files of the Contract Drawings.
33. Developing and implementing an instruction program for training the Owner's personnel on the building's new equipment.
34. Recovery of any commodity items out of any construction items including, but not limited to spoils, trash, and unused materials.
35. Modification of any existing systems or conditions to bring them up to code compliance unless the scope of such modifications is clearly shown in these Clarification and Assumptions or Construction Documents.

**DOCUMENTS LIST**

**IFC Set – Plans 1/13/2026**

COVER SITE & BUILDING PAD PACKAGE  
 C01.00 COVER SHEET  
 C01.01 PLAT  
 C01.02 PLAT  
 C01.03 CITY GENERAL NOTES  
 C01.04 BOUNDARY TOPOGRAPHIC TREE SURVEY  
 C01.05 BOUNDARY TOPOGRAPHIC TREE SURVEY  
 C01.06 BOUNDARY TOPOGRAPHIC TREE SURVEY  
 C02.00 DEMOLITION PLAN  
 C03.00 SITE PLAN  
 C03.01 SIGNAGE AND STRIPING PLAN  
 C03.50 PRIVATE MISC. SITE DETAILS  
 C04.00 GRADING PLAN  
 C04.01 GRADING PLAN  
 C04.02 ADA COMPLIANCE REFERENCE PLAN  
 C04.03 EROSION CONTROL PLAN  
 C04.04 EXISTING DRAINAGE AREA MAP  
 C04.05 PROPOSED DRAINAGE AREA MAP  
 C04.06 DRAINAGE CALCULATIONS  
 C04.07 DRAINAGE CALCULATIONS  
 C04.50 PRIVATE ADA DETAILS  
 C04.51 PRIVATE ADA DETAILS  
 C04.52 PRIVATE EROSION CONTROL INFORMATION  
 C04.53 PRIVATE EROSION CONTROL DETAILS  
 C04.54 CITY EROSION CONTROL DETAILS  
 C04.55 PRIVATE WALL DETAILS  
 C04.56 PRIVATE WALL DETAILS  
 C04.57 PRIVATE WALL DETAILS  
 C04.58 PRIVATE WALL DETAILS  
 C04.59 PRIVATE WALL DETAILS  
 C05.00 WATER PLAN  
 C05.01 SANITARY SEWER PLAN  
 C05.02 SANITARY SEWER PROFILE  
 C05.03 SANITARY SEWER PROFILE  
 C05.04 STORM SEWER PLAN  
 C05.05 BUILDING STORM SEWER PLAN  
 C05.06 STORM SEWER PROFILES  
 C05.07 STORM SEWER PROFILES  
 C05.50 PRIVATE STORM SEWER DETAILS  
 C05.51 PRIVATE STORM SEWER DETAILS  
 C05.52 CITY EMBEDMENT DETAILS  
 C05.53 CITY WATER DETAILS  
 C05.54 CITY WATER DETAILS  
 C05.55 CITY SANITARY SEWER DETAILS  
 C05.56 CITY STORM SEWER DETAILS  
 C05.57 CITY STORM SEWER DETAILS  
 C05.58 CITY STORM SEWER DETAILS

C06.00 PAVING PLAN  
 C06.50 PRIVATE PAVING DETAILS  
 C06.51 PRIVATE PAVING DETAILS  
 C06.52 PRIVATE PAVING DETAILS  
 C06.53 CITY PAVING DETAILS  
 C06.54 TxDOT PAVING DETAILS  
 C06.55 TxDOT PAVING DETAILS  
**IFC Set – Specs 1/13/2026**  
 00 01 01 Project Title Page  
 00 01 07 Seals Page  
 00 01 10 Table of Contents  
 00 31 32 Geotechnical Data  
 Attachment Geotechnical Engineering Report  
 00 73 43 Wage Rate Requirements  
 Attachment General Decision  
 01 10 00 Summary  
 01 25 00 Substitution Procedures  
 Attachment Substitution Request Form  
 01 26 00 Contract Modification Procedures  
 01 29 00 Payment Procedures  
 01 31 00 Project Management and Coordination  
 01 32 00 Construction Progress Documentation  
 01 32 33 Photographic Documentation  
 01 33 00 Submittal Procedures  
 01 35 16 Alteration Project Procedures  
 01 40 00 Quality Requirements  
 01 41 00 Regulatory Requirements  
 01 42 00 References  
 01 50 00 Temporary Facilities and Controls  
 01 57 23 Erosion and Sediment Control Plan  
 01 60 00 Product Requirements  
 01 73 00 Execution  
 01 77 00 Closeout Procedures  
 01 78 23 Operation and Maintenance Data  
 01 78 30 Warranties  
 01 78 39 Project Record Documents  
 01 79 00 Demonstration and Training  
 02 41 20 Selective Demolition  
 02 41 21 Existing Asphalt Removal  
 03 30 01 Cast-in-Place Concrete  
 31 10 00 Site Clearing  
 31 23 00 Earthwork  
 31 23 03 Excavation and Fill for Building Pad  
 31 23 08 Geotextile Fabric  
 31 23 10 Flexible Base and Subgrade Material  
 31 23 12 Select Material  
 31 23 14 Subgrade Preparation  
 31 23 33 Trenching, Embedment, Backfill  
 31 32 00 Lime Soil Stabilization  
 31 41 33 Trench Safety-Sheeting and Shoring 71  
 32 12 16 Hot-Mixed Asphalt Paving .....  
 32 13 13 Portland Cement Concrete Paving .....

32 13 14 Wheelchair Ramp  
32 13 15 Concrete Curb and Gutter  
32 14 00 Unit Pavers  
32 17 22 Traffic Control  
32 17 23 Pavement Markings  
32 17 33 Concrete Paving Joint Sealer  
32 18 13 Non-Athletic Synthetic Grass Surfacing  
32 18 32 PVC Liner  
32 27 91 TotTurf Poured in Place Surface  
32 31 13 Galvanized Chain Link Fence  
32 31 14 Premanufactured Steel Fencing  
33 11 00 Water Pipe and Fittings  
33 11 01 Gate Valves and Butterfly Valves  
33 11 02 Wet Connections  
33 11 03 Fire Hydrants  
33 13 00 Water Pipe Test  
33 13 01 Water Dechlorination  
33 13 02 Cutting, Plugging, and Blocking of Existing  
Water Mains  
33 39 10 Sanitary Sewer Mains  
33 39 11 Sanitary Sewer Manholes  
33 39 12 Sanitary Sewer Testing  
33 42 16 Reinforced Concrete Pipe Culverts  
33 42 17 Drainage Structures  
33 42 18 Polypropylene Storm Drainage Pipe  
33 42 20 French Drains

**Addendum 01 - 2/6/2026**

Cover Sheet  
Sheet C5.00 – WATER PLAN  
Sheet C05.01– SANITARY SEWER PLAN  
Sheet C05.05– BUILDING STORM SEWER PLAN  
Sheet C05.07– STORM SEWER PROFILES

**Addendum 02 - 2/13/2026**

C05.01– SANITARY SEWER PLAN

Proposed Teacher Certification Waiver

**Presented for:**

Board Action   X  

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

**Supporting documents:**

None \_\_\_\_\_

Attached   X  

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

**Contact Person:**

Michelle Ailara, Deputy Superintendent  
Catrina Reeves, Executive Director of Human Resources

**Background Information:**

House Bill (HB) 2 was passed during the 89<sup>th</sup> Texas Legislative Session 2025 and signed into law, which included HB 2 New Teacher Certification Requirements and Incentives for Uncertified Teachers. HB 2 Implementation included information on new limitations to Texas school districts’ ability to waive teacher certification requirements for foundational curriculum courses. These courses include Math, ELAR, Social Studies, and Science.

Due to ongoing statewide shortages of certified teachers and increased certification requirements, the district is requesting to phase in compliance strategically. HB 2 provides a process that districts must use if they wish to request approval from the Commissioner of Education to delay implementation of certification requirements for foundation curriculum courses until the beginning of the 2029 - 2030 school year. A sample of the Waiver is attached. This process also requires Red Oak ISD to develop a district plan, which is attached for review.

**Fiscal Implications:**

N/A

**Administrative Recommendation:**

The administration recommends approval of the Certification Waiver as required by TEA and the plan to delay Teacher Certification Requirements for Foundational Courses until the start of the 2029-2030 School Year.

**Red Oak ISD Plan for Meeting Teacher Certification Requirements by School Year 2029-2030**

Pursuant to Texas Education Code § 21.0032(a-1) ROISD has created a plan to delay the full implementation of certification requirements for teachers of record in foundation curriculum courses until the beginning of the 2029-2030 school year. Foundational subjects include K-5 Reading and Mathematics and 6-12 English Language Arts, Reading, Mathematics, Science, and Social Studies.

District Name: Red Oak ISD

County-District Number (CDN): 070911

Brenda Sanford, Superintendent, [Brenda.sanford@redoakisd.org](mailto:Brenda.sanford@redoakisd.org)

Point of Contact for Plan Implementation: Michelle Ailara

Board Approval Date:

Dated Posted to District Website:

Link to Posted Plan:

**UNCERTIFIED TEACHERS BREAKDOWN in Foundation Curriculum Courses**

2025-2026 Baseline Year	Uncertified Foundation Staff	Total Staff	% Uncertified Foundation Staff
Elementary Staff	16	195	8%
Secondary Staff	16	237	7%
District Totals	32	432	7%

Average number of new uncertified teachers hired by the district over the past three school years: <b>2023-2024, 2024-2025, 2025-2026</b>	29
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## EDUCATOR PREPARATION PROGRAM PARTNERSHIPS

Red Oak ISD partners with several Education Preparation Programs (EPP) that support staff who are working on their certification requirements. Most of our staff are enrolled in Texas Teachers and iteach Texas. Provided below is how the EPPs support the staff working on their certification. Other programs we partner with include UNT Dallas, East Texas A&M, Teachworthy, ECAP, Teach for America and several others.

<b>Name of EPP</b>	<b>Description of Partnership</b> (How will the EPP support certification, training, mentorship etc.)
iteach Texas	<ol style="list-style-type: none"> <li>1. Team that is dedicated to Texas and they support our candidates throughout the process of admission, certification, testing, and curriculum. The team is made up predominantly of former educators and a few that went through the iteach program, so they understand what our candidates are experiencing.</li> <li>2. Provide instructional coaches, mentors, and field supervisors, all of whom have backgrounds in education. Field supervisors and instructional coaches are former administrators with experience in providing feedback and working with teachers in the classroom.</li> <li>3. Once a candidate is enrolled, they immediately have access to Passage Preparation, test prep company, The Teaching Channel, 2000+ videos of veteran teachers modeling lessons, and Khanmigo, artificial intelligence for teachers. This is all included in the program costs.</li> <li>4. Dedicated direct contact to district contact whose responsibility is to work with school districts and specifically school districts in the Dallas/Fort Worth area. Support district contact with communication, eligible candidates, and support to get our teachers across the finish line. Available to attend job fairs, conduct information sessions, assist with ROISD Grow Your Own program, provide feedback on our candidates, and anything else we need to be successful.</li> <li>5. Partnerships with Grand Canyon University and the American College of Education to assist paras, substitutes, and community members with their bachelor's degrees.</li> </ol>

**TIMELINE & STRATEGIC PLAN FOR TRANSITION TO COMPLIANCE**

ROISD will comply with HB 2 new legislation and phase out exemptions for foundational subject certifications by working with strategies provided below. ROISD will reduce uncertified teachers annually with full compliance by 2029-2030. We will work with our EPP partnerships, increase communication guidance by supporting teachers to transition to full certification, apply alternative ways to certify staff with local district qualifications, and continue to support staff with ROISD Grow Your Own programs.

**STRATEGIES TO SUPPORT UNCERTIFIED TEACHERS**

<b>Year</b>	<b>Strategy Description</b>	<b>Responsible Parties</b>	<b>Monitoring Metrics</b>
2025-2026	Apply for GYO and PREP Residency to build pipeline of certified teachers	HR Director	Placement of five residents Fall 2026
2025-2026	Continue to offer district hiring referral. This has been very successful in recruiting to the district. Staff who refer someone to work for ROISD during the designated time frame and are hired receive a \$200 referral payment in December.	Deputy Superintendent Chief Financial Officer	Staff qualifying to earn the referral payment.
2025-2026	HR will meet with Principals in December and January to review status of uncertified teachers.	Deputy Superintendent	Principal Agenda
2025-2026	Monitor teacher certification progress. Six weeks check-ins with staff regarding certification updates. Provide resources to staff. Offer individual meetings with staff to help with next steps in certification process.	Executive Director of Human Resources	Email Documentation of check-ins, provided resources and meeting requests
2025-2026	Create a partnership with Teach for America to help recruit certified teachers who are provided support through SMU and UTA alternative certification programs.	Deputy Superintendent	Placement of five TFA teachers

2026-2027	Review certification requirements and timelines in person with teachers during New Hire summer meetings.	Executive Director of Human Resources	Staff Sign-off Sheet understanding district requirements
2026-2027	Implement Alternative Ways to Qualify an Uncertified Teacher. State law allows for alternate ways to qualify an uncertified teacher to address some of the most challenging certification assignment issues.	Deputy Superintendent Executive Director of Human Resources	Decrease uncertified teacher percentage through local district approval of alternate ways to qualify for certification
2026-2027	Review rules for the new school district teaching permit for paraprofessionals. School District Teaching Permit (SDTP) may now be submitted for approval on behalf of paraprofessionals who meet permit requirements. This process will help support our Grow Your Own Initiative.	Deputy Superintendent Director of Human Resources	Provide at least two district paraprofessionals with a SDTP in order to meet requirements to be placed in the classroom
2026-2027	Create a certification plan for all uncertified teachers employed by the district.	Executive Director of Human Resources	100% of uncertified teachers have a written certification plan by 9/2026
2026-2027	Review on-line tutoring programs fees for district use to provide additional support and study materials to uncertified teachers for testing support.	Executive Director of Human Resources	Staff who do not already receive study materials from their EPP will be provided an opportunity for tutoring program
2026-2027	Research district funding options to pay a one-time reimbursement for first time passed exams.	Deputy Superintendent	Provide an Additional Funding Request to cabinet to review during budget planning for the 2027-2028 year

**Attestation:**

*The Red Oak ISD Board of Trustees has reviewed and approved this plan for meeting statutory teacher certification requirements.*

**Board President Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Superintendent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Application for Delay of Teacher Certification Requirements – **SAMPLE**

Districts will submit application to TEA by March 2, 2026. Districts will be notified of approvals by March 31, 2026.

**Total number of uncertified individuals currently assigned to teach foundation curriculum courses in 2025-2026 as of date of submission \***

**EPP partner(s) who will be used to support certification efforts \***

**Please provide the link to a web page where you post Board of Trustee Meeting Agendas for your school system. \***

**Please enter the date of approval by the District Board of Trustees \***

**Additionally, provide the web link to the public posting of the plan approved by Board of Trustees. \***

**Please confirm that the District Board of Trustees has approved to delay teacher certification requirement until the beginning of the 2029-2030 school year \***

Please confirm that the District Board of Trustees has approved to delay teacher certification requirement until the beginning of the 2029-2030 school year\*

**I affirm that I am authorized to complete this application for the delay of teacher certification requirements for the school system selected above \***

I affirm that I am authorized to complete this application for the delay of teacher certification requirements for the school system selected above\*

\*

Resolution Declaring Real Property As Surplus and Authorizing Sale and Usage Order of Proceeds

**Presented for:**

Board Action     X                        Report/Review Only                     

**Supporting documents:**

None                                 Attached     X                Provided Later                     

**Contact Person:**

Dr. Bill Johnston, CPA, Chief Financial Officer  
Julie Phillips, Director of Purchasing

**Background Information:**

Through the transaction with the City of Red Oak in 2019 involving the sale of the building at Live Oak, Red Oak ISD obtained the property located at 100 Lake Trail Dr., Red Oak. At the time, the property was considered as a possible location for a future elementary school. However, a more ideal location (Harmony Way) was later determined, and construction plans have begun at that site. The property at 100 Lake Trail Drive requires continuous maintenance and is no longer viewed as advantageous for the district to own. Administration would like to proceed with selling the 23.008 acres, which will provide revenue for district facility needs, as well as eliminating the cost of maintaining the property.

In compliance with Texas Education Code Section 11.1542, the District has offered the sale of the property to the open-enrollment charter school that is partly within the boundaries of the district and said open-enrollment charter school has not indicated any interest in the purchase.

As designated in Board Policy, BDAA (Legal), and Texas Education Code 11.154(b), Administration will present an acceptable offer, determined to be in the best interest of the district, to the Board.

**Fiscal Implications:**

Proceeds from the sale will be used in accordance with Texas Education Code Section 45.082(b)(1) for constructing or equipping school buildings in the district through capital project priorities and/or purchasing necessary sites for school buildings.

**Administrative Recommendation:**

Administration recommends the Board adopt a Resolution to sell the property at 100 Lake Trail Drive and by order of the Board allow proceeds from said sale to be used in accordance with Texas Education Code Section 45.082(b)(1) for constructing or equipping school buildings in the district through capital project priorities and/or purchasing necessary sites for school buildings.

RESOLUTION OF THE BOARD OF TRUSTEES OF  
RED OAK INDEPENDENT SCHOOL DISTRICT  
DECLARING REAL PROPERTY AS SURPLUS AND AUTHORIZING SALE

WHEREAS, pursuant to Texas Education Code Section 11.151, the Board of Trustees of the Red Oak Independent School District (the “District”) is authorized to acquire and hold real and personal property;

WHEREAS, pursuant to Texas Education Code Section 11.154, the Board of Trustees may, by resolution, authorize the sale of any property, other than minerals, held in trust for public school purposes;

WHEREAS, the District owns that certain real property which is 23.008 acres located at 100 Lake Trail Drive in Red Oak, Texas 75154 in Exhibit A, attached hereto and incorporated herein (collectively, the “Properties”);

WHEREAS, the Board has determined that after the end of the 2024-25 school year, the Property as described will not be necessary to meet the then current and foreseeable needs of the District for educational purposes;

WHEREAS, the Board has determined that the surface only of the Properties should be offered for sale, subject to approval of offer(s) by the Board and satisfactory contract(s) for the Properties in accordance with the process approved by resolution of the Board on February 23, 2026; therefore

*Be it resolved,*

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. That the Board authorizes the Superintendent, or her designee, to take all action pursuant to the law and Board Policy CDB (Legal). Exhibit B
3. That the Board authorizes the Superintendent, or her designee to comply with the requirements of Texas Education Code Section 11.1542. As described below:

*Open-enrollment Charter School Offer for District Facility*

(a)The board of trustees of an independent school district that intends to sell, lease, or allow use for a purpose other than a district purpose of an unused or underused district facility must give each open-enrollment charter school located wholly or partly within the boundaries of the district the opportunity to make an offer to purchase, lease, or use the facility, as applicable, in response to any terms established by the board of trustees, before offering the facility for sale or lease or to any other specific entity.

(b)This section does not require the board of trustees of a school district to accept an offer made by an open-enrollment charter school.

4. That the District's Administration is authorized to work with the City to establish terms such that the Properties, if sold, will be used for a purpose that is consistent with the surrounding property, benefits the community, and maintains the integrity and security of the neighborhood.
5. That nothing in this resolution obligates the Board to accept an offer from any entity, and any such offer is contingent on terms mutually acceptable to the parties and approval by the Board of Trustees.
6. That it is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Red Oak Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

Melanie Petersen, President

Board of Trustees of the

Red Oak Independent School District

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

Sean Kelly, Secretary

Board of Trustees of the

Red Oak Independent School District

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Red Oak Independent School District during a regularly scheduled meeting on February 23, 2026. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Abstentions: \_\_\_\_\_

To certify which, witness my hand this 23rd day of February, 2026.

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

Melanie Petersen, President

Board of Trustees of the

Red Oak Independent School District

THE STATE OF TEXAS }

ACKNOWLEDGMENT }

COUNTY OF ELLIS }

BEFORE ME, a Notary Public, on this day personally appeared Melanie Petersen, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Red Oak Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on February 23, 2026; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23<sup>rd</sup> of February, 2026.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit A

All that certain tract or parcel containing 23.008 acres of land in the G. C. Parks Survey, A-836, Ellis County, Texas, being a portion of a tract which was called 26.54 acres conveyed from MSC-I, LTD. to Texas Parks and Recreation Foundation, by an instrument of record in Volume 2390, Page 1083, Ellis County Official Records (ECOR), said 23.008 acres being more particularly described by metes and bounds as follows, basing bearings on the Texas Coordinate System of 1983, North Central Zone, to wit:

BEGINNING at a 1/2" iron rod found for northeast corner, being the northeast corner of said 26.54 acre tract, northeast corner of Lot 3, Block 7, Sullivan Addition and northwest corner of East Street, lying in the south line of Lot 4, Block B, The Woods of Red Oak, Phase I, a subdivision of record in Cabinet I, Slide 786, Ellis County Plat Records (ECPR);

THENCE S01011'53"E, 674.04 feet along the common line of said 26.54 acre tract and East Street to a 1/2' iron rod found for a southeast corner;

THENCE S89°26'01"W, along the common line of said 26.54 acre tract, said 10' alley and north line of Lot 2, Block 10, Sullivan Addition at 180.27 feet pass a 1/2" iron rod found for northwest corner of said Lot 2 and continuing for a distance in all of 435.57 feet along the common line of said 26.54 acre tract, said 10' alley and Lot 2, Block 15, Sullivan Addition, conveyed from Wayne Mabra, et ux, to Elizabeth Jane Brown, by an instrument of record in Volume 1876, Page 1351, ECOR to a 5/8" iron rod set for interior corner, being an interior corner of said 26.54 acre tract and northwest corner of said Lot 2;

THENCE S00°21'04"E, 106.33 feet along the common line of said 26.54 acre tract and said Lot 2 to a 5/8" iron rod set for a southeast corner, being a southeast corner of said 26.54 acre tract and northeast corner of Lot I, Block I, City Hall Addition, a subdivision of record in Cabinet D, Slide 116, ECPR, conveyed to City of Red Oak, by an instrument of record in Volume 608, Page 411, ECDR;

THENCE N89°49'07"W, 440.76 feet along the common line of said 26.54 acre tract and Lot I to a 5/8" iron rod set for a southwest corner, being a southwest corner of said 26.54 acre tract and northwest corner of Lot I, lying in the east line of a tract which was called 2.25 acre, Tract 2, conveyed from Rogers & Rogers Investments, et al, to HPD Red Oak, L.P., by an instrument of record in Volume 2575, Page 649, ECOR, also lying in the east line of a tract which was called 5.0505 acre, Vermillion Square Tract A Red Oak Estates, a subdivision of record in Cabinet A, Slide 671, ECPR;

THENCE N00°10'34"W, 55.31 feet along the common line of said 26.54 acre tract, said 2.25 acre tract and Tract A to a 5/8" iron rod found for interior corner, being an interior corner of said 26.54 acre tract and northeast corner of said 2.25 acre tract and Vermillion Square;

THENCE S89°58'18"W 400.09 feet along the common line of said 26.54 acre tract, said 2.25 acre tract and Vermillion Square to a 1/2" iron rod found for angle point, being the northwest corner of said 2.25 acre tract and Vermillion Square and northeast corner of a tract which was called 2.020 acres, Lot I, Block I, Western Oaks Addition, a subdivision of record in Cabinet B, Slide 553, ECPR, conveyed to HPD Red Oak, L.P., by an instrument of record in Volume 2575, Page 649, ECOR;

THENCE S89°28'50"W, 160.13 along the common line of said 26.54 acre tract and said 2.020 acre tract to a 1/2" iron rod found for angle point, being the northwest corner of said 2.020 acre tract and northeast corner of Lake Trail Drive;

THENCE S86°09'28"W, 49.08 feet crossing Lake Trail Drive to a 1/2" iron rod found for southwest corner, being the southeast corner of a 3.552 acre tract surveyed this day and northeast corner of a tract which was called 37-X, open space drainage and utility easement, The Cove of Hickory Creek, a subdivision of record in Cabinet J, Slide 410, ECPR;

THENCE N00°24'31"W, 52.85 feet crossing said 26.54 acre tract along an east line of said 3.552 acre tract to a 5/8" iron rod set for a northwest corner, being a interior corner of said 3.552 acre tract;

THENCE N89°28'50"E, 109.98 feet continuing across said 26.54 acre tract along a south line of said 3.552 acre tract to a 5/8" iron rod set for interior corner, being a southeast corner of said 3.552 acre tract;

THENCE N00°24'31"W, 673.82 feet continuing across said 26.54 acre tract along the east line of said 3.552 acre tract to a 5/8" iron rod set for northwest corner, being the northeast corner of said 3.552 acre tract, lying in the common line of said 26 54 acre tract and a tract which was conveyed to William Lynch, by an instrument of record in Volume 564, Page 919, ECDR;

THENCE N89°47'07"E, 1,366.12 feet along the common line of said 26.54 acre tract, said Lynch Tract and said Block B, The Woods of Red Oak to the PLACE OF BEGINNING, containing 23.008 acres of land, more or less.

OTHER REVENUES  
SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

CDB  
(LEGAL)

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**Note:** For legal requirements applicable to the disposition of real property acquired with federal funds, see CBB.

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**Sale or Exchange of Real Property**

The board may, by resolution, authorize the sale of any property, other than minerals, held in trust for public school purposes. The board president shall execute a deed to the purchaser reciting the board resolution authorizing the sale. A district may employ, retain, contract with, or compensate a licensed real estate broker or salesperson for assistance in the acquisition or sale of real property. *Education Code 11.154*

Publication of Notice and Bidding Requirements

Except for the types of land and interests described at Exceptions, below, before land owned by a district may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication. Local Government Code 272.001 does not require the board to accept any bid or offer or to complete a sale or exchange. *Local Gov't Code 272.001(a), (d)*

Open-Enrollment Charter School Offer

The board of a district that intends to sell, lease, or allow use for a purpose other than a district purpose of an unused or underused district facility must give each open-enrollment charter school located wholly or partly within the boundaries of the district the opportunity to make an offer to purchase, lease, or use the facility, as applicable, in response to any terms established by the board, before offering the facility for sale or lease or to any other specific entity. The board is not required to accept an offer made by an open-enrollment charter school. *Education Code 11.1542*

Exceptions  
*Generally*

The notice and bidding requirements set out above do not apply to the types of land and real property interests described below and owned by a district. The land and those interests described below may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the district that owns the land or interest. The appraisal price is conclusive of the fair market value of the land or interest. This applies to:

OTHER REVENUES  
SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

CDB  
(LEGAL)

1. Narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
2. Streets or alleys, owned in fee or used by easement;
3. Land or a real property interest originally acquired for streets, rights-of-way, or easements that the district chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;
4. Land that the district wants to have developed by contract with an independent foundation;
5. A real property interest conveyed to a governmental entity that has the power of eminent domain; or
6. The land or interests described by items 1 and 2, above, may be sold to abutting property owners:
  - a. In the same subdivision if the land has been subdivided; or
  - b. In proportion to their abutting ownership, and the division between owners must be made in an equitable manner.

*Local Gov't Code 272.001(b)-(c)*

*Higher Education Institutions*

A district may donate, exchange, convey, sell, or lease land, improvements, or any other interest in real property to an institution of higher education for less than its fair market value and without complying with the notice and bidding requirements in order to promote a public purpose related to higher education. The district shall determine the terms and conditions of the transaction so as to effectuate and maintain the public purpose. *Local Gov't Code 272.001(j)*

*Other Political Subdivisions*

A district may donate or sell for less than fair market value and without complying with the notice and bidding requirements a designated parcel of land or an interest in real property to another political subdivision if:

1. The land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling district;
2. The donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and

OTHER REVENUES  
SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

CDB  
(LEGAL)

3. The title and right to possession of the land or interest revert to the donating or selling district if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

*Local Gov't Code 272.001(l)*

**Sale of Instructional Facility Financed with State Allotment**

If an instructional facility financed by bonds paid with state and local funds under Education Code Chapter 46, Subchapter A, is sold before the bonds are fully paid, a district shall send to the comptroller a percentage of the district's net proceeds as determined by Education Code 46.011(a). *Education Code 46.011* [See also CCA]

**Lease of Public Property**

To a Governmental Entity

To promote a public purpose of the district, a district may:

1. Lease property owned by the district to another political subdivision or an agency of the state or federal government; or
2. Make an agreement to provide office space in property owned by the district to the other political subdivision or agency.

The district:

1. Shall determine the terms of the lease or agreement so as to promote and maintain the public purpose;
2. May provide for the lease of the property or provision of the office space at less than fair market value; and
3. Is not required to comply with any competitive purchasing procedure or any notice and publication requirement imposed by Local Government Code Chapter 272 or other law.

*Local Gov't Code 272.005*

Required Terms for All Leases

*Payment and Performance Bonds*

A lease between a district and another person regarding public property must contain lease terms requiring the person to:

1. Include in each contract for the construction, alteration, or repair of an improvement to the leased property a condition that the contractor:
  - a. Execute a payment bond that conforms to Property Code Chapter 53, Subchapter I (Bond to Pay Lien or Claims); and
  - b. Execute a performance bond in an amount equal to the amount of the contract for the protection of the district and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents; and

OTHER REVENUES  
SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

CDB  
(LEGAL)

2. Provide to the district a notice of commencement at least 90 days before the date the construction, alteration, or repair of any improvement to the leased property begins.

*Notice of  
Commencement*

A notice of commencement must:

1. Identify the public property where the work will be performed;
2. Describe the work to be performed;
3. State the total cost of the work to be performed;
4. Include copies of the required performance and payment bonds; and
5. Include a written acknowledgment signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

On or before the 10th day after the date a district receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property, the district may notify the leaseholder that the construction, alteration, or repair may not proceed.

*Gov't Code 2252.909(b), (c), (d)*

A district is not liable as a surety if a person leasing property from the district fails to submit the required notice of commencement.

*Gov't Code 2253.027(c)*

**Sale or Lease of  
Minerals**

Minerals in land belonging to a district may be sold to any person. The sale must be authorized by a resolution adopted by majority vote of the board. *Education Code 11.153(a)-(b)*

After the board determines that it is advisable to lease land belonging to the district, it shall give notice of its intention to lease the land. The notice shall be published once a week for three consecutive weeks in a newspaper published in the county and with general circulation in the county, and shall:

1. Describe the land to be leased; and
2. Designate the time and place at which the board will receive and consider bids for the lease.

*Natural Resources Code 71.005*

After adoption of a resolution authorizing sale, the board president may execute an oil or gas lease or sell, exchange, and convey the minerals. The mineral deed or lease must recite the approval of the resolution of the board authorizing the sale. *Education Code 11.153(c)*

**Donation of Former  
School Campus**

The board may, by resolution, authorize the donation of real property and improvements formerly used as a school campus to a municipality, county, state agency, or nonprofit organization if:

1. Before adopting the resolution, the board holds a public hearing concerning the donation and, in addition to any other notice required, gives notice of the hearing by publishing the subject matter, location, date, and time of the hearing in a newspaper having general circulation in the territory of a district;
2. The board determines that:
  - a. The improvements have historical significance;
  - b. The transfer will further the preservation of the improvements; and
  - c. At the time of the transfer, the district does not need the real property or improvements for educational purposes; and
3. The entity to whom the transfer is made has shown, to the satisfaction of the board, that the entity intends to continue to use the real property and improvements for public purposes.

The board president shall execute a deed transferring ownership of the real property and improvements to the municipality, county, state agency, or nonprofit organization. The deed must:

1. Recite the resolution of a board authorizing the donation; and
2. Provide that ownership of the real property and improvements revert to a district if the municipality, county, state agency, or nonprofit organization:
  - a. Discontinues use of the real property and improvements for public purposes; or
  - b. Executes a document that purports to convey the property.

*Education Code 11.1541(a)-(b)*

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**Note:** Regarding disposal of school buses, see CNB.  
Regarding disposal of school-owned personal property, see CI.  
Regarding geospatial data products, see CQA.

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Daily Enrollment & Attendance Analysis for the Day ending: 02-09-2026

RED OAK HIGH SCHOOL - 001		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
12th Grade	586	525	458	518	480
11th Grade	525	561	506	438	500
10th Grade	596	573	606	507	458
9th Grade	550	596	579	653	556
<b>Total Enrollment</b>	<b>2257</b>	<b>2255</b>	<b>2149</b>	<b>2116</b>	<b>1994</b>

<b>Total Absences:</b>	<b>152</b>
<b>Daily ADA</b>	<b>% of Attendance</b>
2100.00	93.25
<b>4TH SW ADA</b>	<b>% of Attendance</b>
2101.15	93.30
<b>Yearly ADA</b>	<b>% of Attendance</b>
2143.69	94.33

4th SW ADA Percentage Breakdown		
ROHS	2-9 Only	1-7 THRU 2-12
12th Grade	92.45	91.86
11th Grade	93.71	93.17
10th Grade	93.78	93.50
9th Grade	93.08	94.71

RED OAK MIDDLE SCHOOL - 041		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
8th Grade	221	532	552	543	588
7th Grade	270	463	515	518	512
6th Grade	246	501	460	490	492
<b>Total Enrollment</b>	<b>737</b>	<b>1496</b>	<b>1527</b>	<b>1551</b>	<b>1592</b>

<b>Total Absences:</b>	<b>39</b>
<b>Daily ADA</b>	<b>% of Attendance</b>
698.00	94.71
<b>4TH SW ADA</b>	<b>% of Attendance</b>
696.35	94.36
<b>Yearly ADA</b>	<b>% of Attendance</b>
716.34	95.66

4th SW ADA Percentage Breakdown		
ROMS	2-9 Only	1-7 THRU 2-12
8th Grade	92.76	95.04
7th Grade	94.44	94.95
6th Grade	96.75	93.08

SHAW MIDDLE SCHOOL - 042		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
8th Grade	239				
7th Grade	223				
6th Grade	226				
<b>Total Enrollment</b>	<b>688</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Total Absences:</b>	<b>36</b>
<b>Daily ADA</b>	<b>% of Attendance</b>
652.00	94.77
<b>4TH SW ADA</b>	<b>% of Attendance</b>
646.75	94.35
<b>Yearly ADA</b>	<b>% of Attendance</b>
653.51	95.30

4th SW ADA Percentage Breakdown		
JSMS	2-9 Only	1-7 THRU 2-12
8th Grade	96.23	94.17
7th Grade	95.07	94.18
6th Grade	92.92	94.70

ELLIS COUNTY JJAEP - 009		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
12th Grade	1				
11th Grade	1				
10th Grade	1				
9th Grade	0				
8th Grade	0				
7th Grade	1				
6th Grade	0				
5th Grade	0				
<b>Total Enrollment</b>	<b>4</b>		<b>0</b>		

<b>Total Absences:</b>	<b>-</b>
<b>Daily ADA</b>	<b>% of Attendance</b>
-	-
<b>4TH SW ADA</b>	<b>% of Attendance</b>
-	-
<b>Yearly ADA</b>	<b>% of Attendance</b>
-	-

4th SW ADA Percentage Breakdown		
JJAEP	2-9 Only	1-7 THRU 2-12
12th Grade		
11th Grade		
10th Grade		
9th Grade		
8th Grade		
7th Grade		
6th Grade		
5th Grade		

RED OAK ELEMENTARY - 101		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
5th Grade	77	83	101	70	113
4th Grade	76	80	72	99	75
3rd Grade	88	81	87	71	97
2nd Grade	65	83	75	89	68
1st Grade	58	59	82	73	94
Kinder	63	55	56	87	62
Pre-K	30	35	37	31	38
EE	24	33	23	19	22
<b>Total Enrollment</b>	<b>481</b>	<b>509</b>	<b>533</b>	<b>539</b>	<b>569</b>

<b>Total Absences:</b>	<b>56</b>
<b>Daily ADA</b>	<b>% of Attendance</b>
<b>404.00</b>	<b>87.83</b>
<b>4TH SW ADA</b>	<b>% of Attendance</b>
<b>424.79</b>	<b>92.65</b>
<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>432.67</b>	<b>94.66</b>

4th SW ADA Percentage Breakdown		
ROE	2-9 Only	1-7 THRU 2-12
5th Grade	87.01	92.51
4th Grade	84.21	93.55
3rd Grade	92.05	92.71
2nd Grade	80.00	92.00
1st Grade	93.10	92.85
Kinder	92.06	92.34
Pre-K	86.67	93.50
EE	83.33	91.25

WOODEN ELEMENTARY - 102		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
5th Grade	76	98	89	92	96
4th Grade	87	77	99	76	87
3rd Grade	86	83	69	92	74
2nd Grade	59	89	83	59	87
1st Grade	75	67	95	79	60
Kinder	61	73	60	83	72
Pre-K	42	33	44	28	38
EE	4	3	2	2	1
<b>Total Enrollment</b>	<b>490</b>	<b>523</b>	<b>541</b>	<b>511</b>	<b>515</b>

<b>Total Absences:</b>	<b>27</b>
<b>Daily ADA</b>	<b>% of Attendance</b>
<b>438.50</b>	<b>94.30</b>
<b>4TH SW ADA</b>	<b>% of Attendance</b>
<b>435.35</b>	<b>93.96</b>
<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>445.71</b>	<b>95.79</b>

4th SW ADA Percentage Breakdown		
HAW	2-9 Only	1-7 THRU 2-12
5th Grade	98.68	96.28
4th Grade	95.40	95.95
3rd Grade	89.53	93.61
2nd Grade	94.92	94.92
1st Grade	93.33	92.20
Kinder	93.44	91.95
Pre-K	97.62	88.34
EE	0.00	0.00

EASTRIDGE ELEMENTARY - 103		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
5th Grade	102	87	105	87	69
4th Grade	78	101	90	99	75
3rd Grade	97	80	101	77	89
2nd Grade	80	88	82	89	67
1st Grade	67	81	85	80	86
Kinder	73	60	75	71	68
Pre-K	34	29	21	21	21
EE	7	3	6	3	4
<b>Total Enrollment</b>	<b>538</b>	<b>529</b>	<b>565</b>	<b>527</b>	<b>479</b>

<b>Total Absences:</b>	<b>34</b>
<b>Daily ADA</b>	<b>% of Attendance</b>
<b>482.00</b>	<b>93.41</b>
<b>4TH SW ADA</b>	<b>% of Attendance</b>
<b>490.65</b>	<b>95.11</b>
<b>Yearly ADA</b>	<b>% of Attendance</b>
<b>487.70</b>	<b>95.17</b>

4th SW ADA Percentage Breakdown		
EES	2-9 Only	1-7 THRU 2-12
5th Grade	96.08	95.80
4th Grade	91.03	94.74
3rd Grade	94.85	95.45
2nd Grade	91.25	95.06
1st Grade	91.04	95.29
Kinder	94.52	94.59
Pre-K	94.12	92.58
EE	100.00	95.00

SHIELDS ELEMENTARY - 105		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
5th Grade	105	91	84	109	100
4th Grade	104	102	87	83	107
3rd Grade	102	98	100	76	74
2nd Grade	91	88	93	93	77
1st Grade	98	90	87	83	79
Kinder	87	91	82	85	78
Pre-K	38	40	43	44	34
EE	29	46	34	25	22
<b>Total Enrollment</b>	<b>654</b>	<b>646</b>	<b>610</b>	<b>598</b>	<b>571</b>

Total Absences:	42.5
-----------------	------

Daily ADA	% of Attendance
582.00	93.19
4TH SW ADA	% of Attendance
585.78	93.87
Yearly ADA	% of Attendance
581.96	94.84

4th SW ADA Percentage Breakdown		
DTS	2-9 Only	1-7 THRU 2-12
5th Grade	93.27	95.22
4th Grade	97.12	95.58
3rd Grade	93.14	95.50
2nd Grade	97.78	95.43
1st Grade	92.86	93.22
Kinder	86.21	89.36
Pre-K	94.87	91.28
EE	82.14	82.62

SCHUPMANN - 107		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
5th Grade	142	130	115	113	109
4th Grade	122	142	125	104	98
3rd Grade	111	114	125	116	98
2nd Grade	112	104	104	121	94
1st Grade	120	105	96	103	109
Kinder	92	108	94	94	104
Pre-K	56	47	66	30	36
EE	2	3	3	5	2
<b>Total Enrollment</b>	<b>757</b>	<b>753</b>	<b>728</b>	<b>686</b>	<b>650</b>

Total Absences:	65.5
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Daily ADA	% of Attendance
663.00	91.01
4TH SW ADA	% of Attendance
687.30	94.62
Yearly ADA	% of Attendance
679.76	95.56

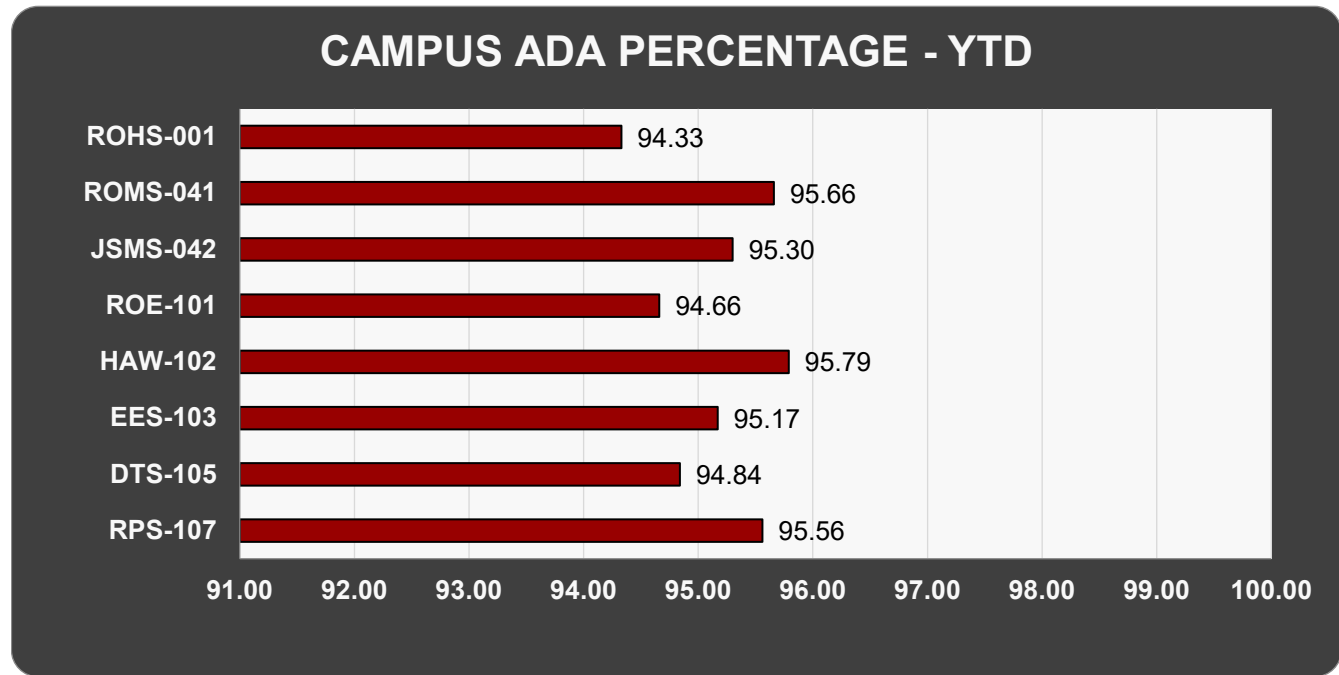
4th SW ADA Percentage Breakdown		
RPS	2-9 Only	1-7 THRU 2-12
5th Grade	92.25	94.96
4th Grade	88.52	94.78
3rd Grade	95.50	95.81
2nd Grade	91.96	94.73
1st Grade	86.67	94.22
Kinder	92.39	93.34
Pre-K	87.72	92.78
EE	100.00	100.00

ROISD Enrollment/Grade Level		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
12th Grade	587	525	458	518	480
11th Grade	526	561	506	438	500
10th Grade	597	575	606	508	458
9th Grade	550	597	579	654	556
8th Grade	460	533	552	545	588
7th Grade	494	463	515	518	512
6th Grade	472	501	460	490	492
5th Grade	502	489	494	471	487
4th Grade	467	502	473	461	442
3rd Grade	484	456	482	432	432
2nd Grade	407	452	437	451	393
1st Grade	418	402	445	418	428
Kinder	376	387	367	420	384
Pre-K	200	184	211	154	167
EE	66	88	68	54	51
<b>Total Enrollment</b>	<b>6606</b>	<b>6715</b>	<b>6653</b>	<b>6532</b>	<b>6370</b>

Total Absences:	416
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Daily ADA	% of Attendance
6018.00	93.01
4TH SW ADA	% of Attendance
6068.15	93.88
Yearly ADA	% of Attendance
6141.35	94.97

ROISD Campus YRLY SUM		EOY	EOY	EOY	EOY
	CY	2024-25	2023-24	2022-23	2021-22
ROHS-001	2257	2255	2149	2116	1994
ROMS-041	737	1496	1527	1551	1592
JSMS-042	688	-	-	-	-
ROE-101	481	509	533	539	569
HAW-102	490	523	541	511	515
EES-103	538	529	565	527	479
DTS-105	654	646	610	598	571
RPS-107	757	753	728	686	650
<b>Total Enrollment</b>	<b>6602</b>	<b>6711</b>	<b>6653</b>	<b>6528</b>	<b>6370</b>



YEAR TO DATE	
ROHS-001	94.33
ROMS-041	95.66
JSMS-042	95.30
ROE-101	94.66
HAW-102	95.79
EES-103	95.17
DTS-105	94.84
RPS-107	95.56



# Monthly Financial Report

February 2026

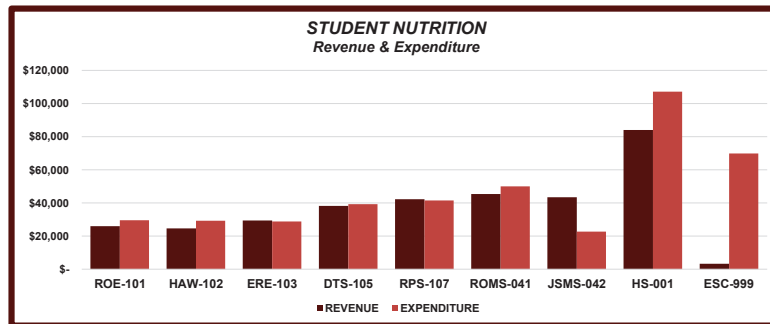
**RED OAK ISD-TAX COLLECTIONS**  
*Monthly Tax Collections*  
*As of December 31, 2025*

<b>GENERAL FUND</b>				
	<b>MONTHLY</b>	<b>YEAR TO DATE</b>	<b>BUDGET</b>	<b>YTD % OF BUDGET</b>
CURRENT TAXES COLLECTED	14,476,351	14,932,377	31,425,166	47.52%
DELINQUENT TAX COLLECTED	28,430	95,272	200,000	47.64%
PENALTIES AND INTEREST COLLECTED	8,898	66,650	200,000	33.33%
<b>TOTAL FUNDS COLLECTED</b>	<b>14,513,679</b>	<b>15,094,299</b>	<b>31,825,166</b>	<b>47.43%</b>
<b>DEBT SERVICE</b>				
	<b>MONTHLY</b>	<b>YEAR TO DATE</b>	<b>BUDGET</b>	<b>YTD % OF BUDGET</b>
CURRENT TAXES COLLECTED	7,045,887	7,263,567	15,342,506	47.34%
DELINQUENT TAX COLLECTED	12,139	38,329	50,000	76.66%
PENALTIES AND INTEREST COLLECTED	4,098	29,773	30,000	99.24%
<b>TOTAL FUNDS COLLECTED</b>	<b>7,062,125</b>	<b>7,331,669</b>	<b>15,422,506</b>	<b>47.54%</b>
<b>TOTAL TAX COLLECTIONS</b>	<b>21,575,804</b>	<b>22,425,968</b>	<b>47,247,672</b>	<b>47.46%</b>

**Red Oak ISD - Student Nutrition**  
*Revenue / Expenditure Detail*  
 As of December 31, 2025

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	ROMS-041	JSMS-042	HS-001	ESC-999	TOTAL
<b>Average Daily Participation (ADP):</b>										
<b>Breakfast</b>	2297	1776	2683	3852	4433	3923	2842	5907	0	27,713
<b>Lunch</b>	4796	4786	5337	6757	7239	8671	8058	18748	0	64,392
<b>Afterschool</b>	283	290	301	431	497	0	0	0	0	1,802

	ROE-101	HAW-102	ERE-103	DTS-105	RPS-107	ROMS-041	JSMS-042	HS-001	ESC-999	TOTAL	BUDGET	% EXP TO BUDGET
57xx Local Revenue	\$ 1,364	\$ 1,308	\$ 1,715	\$ 1,989	\$ 2,632	\$ 2,029	\$ 1,900	\$ 11,665	\$ 1,129	\$ 25,731	\$ 500,550	5%
58xx State Matching	-	-	-	-	-	-	-	-	2,069	\$ 2,069	98,500	2%
5921 Federal - Breakfast	5,595	4,325	6,534	9,382	10,795	9,552	10,227	11,984	-	\$ 68,395	808,868	8%
5922 Federal - Lunch	18,981	18,951	21,107	26,782	28,740	33,673	31,293	60,327	-	\$ 239,854	2,750,000	9%
5923 USDA Commodities	-	-	-	-	-	-	-	-	-	\$ -	150,000	0%
5939/49 Other Revenue	-	-	-	-	-	-	-	-	-	\$ -	53,000	0%
<b>TOTAL REVENUE</b>	<b>\$ 25,941</b>	<b>\$ 24,585</b>	<b>\$ 29,356</b>	<b>\$ 38,152</b>	<b>\$ 42,167</b>	<b>\$ 45,254</b>	<b>\$ 43,420</b>	<b>\$ 83,976</b>	<b>\$ 3,198</b>	<b>\$ 336,048</b>	<b>\$ 4,360,918</b>	<b>8%</b>
61xx Payroll	\$ 11,182	\$ 9,431	\$ 8,129	\$ 11,382	\$ 10,291	\$ 14,696	\$ 6,836	\$ 28,643	\$ 54,955	\$ 155,545	\$ 2,099,125	7%
62xx Contracted Services	589	379	362	391	353	474	618	1,711	3,366	\$ 8,243	82,100	10%
63xx Supplies	17,728	19,331	20,337	27,415	30,839	34,787	15,130	76,781	11,212	\$ 253,560	2,367,618	11%
64xx Travel / Miscellaneous	-	-	-	-	-	-	-	-	252	\$ 252	25,500	1%
66xx Capital Outlay	-	-	-	-	-	-	-	-	-	\$ -	119,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 29,499</b>	<b>\$ 29,140</b>	<b>\$ 28,828</b>	<b>\$ 39,188</b>	<b>\$ 41,482</b>	<b>\$ 49,957</b>	<b>\$ 22,584</b>	<b>\$ 107,135</b>	<b>\$ 69,786</b>	<b>\$ 417,599</b>	<b>\$ 4,693,343</b>	<b>9%</b>
<b>Other Sources (Uses)</b>												
Operating Transfers In												
Revenue Over (Under) Expenditures	\$ (3,558)	\$ (4,556)	\$ 528	\$ (1,036)	\$ 684	\$ (4,703)	\$ 20,836	\$ (23,158)	\$ (66,588)	\$ (81,551)	\$ (332,425)	



**Red Oak ISD - Debt Service Fund**  
*Revenue / Expenditure Detail*  
 As of December 31, 2025

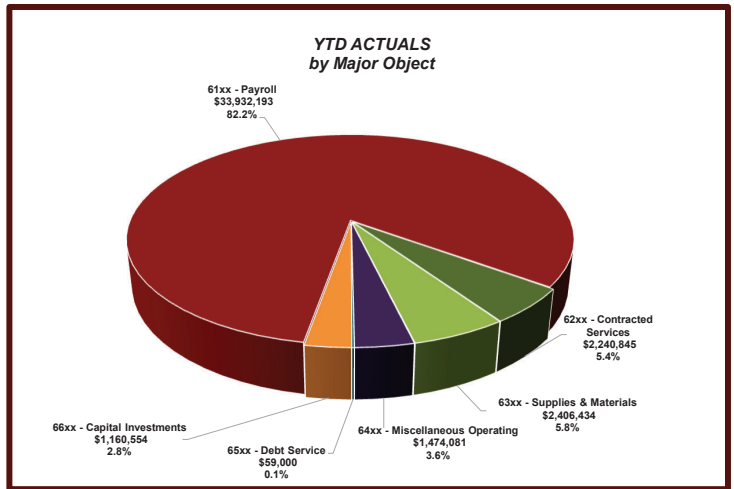
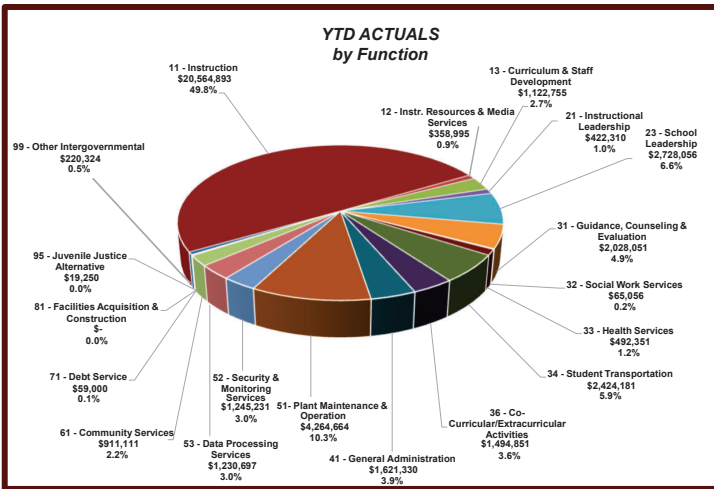
	Budget	YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget
<b>Revenues</b>					
57xx Local	\$ 15,772,506	\$ 7,460,844	\$ -	\$ 8,311,662	47.30%
58xx State	1,548,951	3,296,572	-	(1,747,621)	212.83%
79xx Bond Premium		72,794		(72,794)	
<b>TOTAL</b>	<b>\$ 17,321,457</b>	<b>\$ 10,830,210</b>	<b>\$ -</b>	<b>\$ 6,491,247</b>	<b>62.52%</b>
<b>Expenditures</b>					
71 Debt Service	\$ 18,737,281	4,125,900	\$ -	\$ 14,611,381	22.02%
<b>TOTAL</b>	<b>\$ 18,737,281</b>	<b>\$ 4,125,900</b>	<b>\$ -</b>	<b>\$ 14,611,381</b>	<b>22.02%</b>
Revenue Over (Under) Expenditures	<b>\$ (1,415,824)</b>	<b>\$ 6,704,310</b>	<b>\$ -</b>	<b>\$ (8,120,134)</b>	

**Red Oak ISD - General Fund**  
**Revenue/Expenditure Detail**  
**As of December 31, 2025**

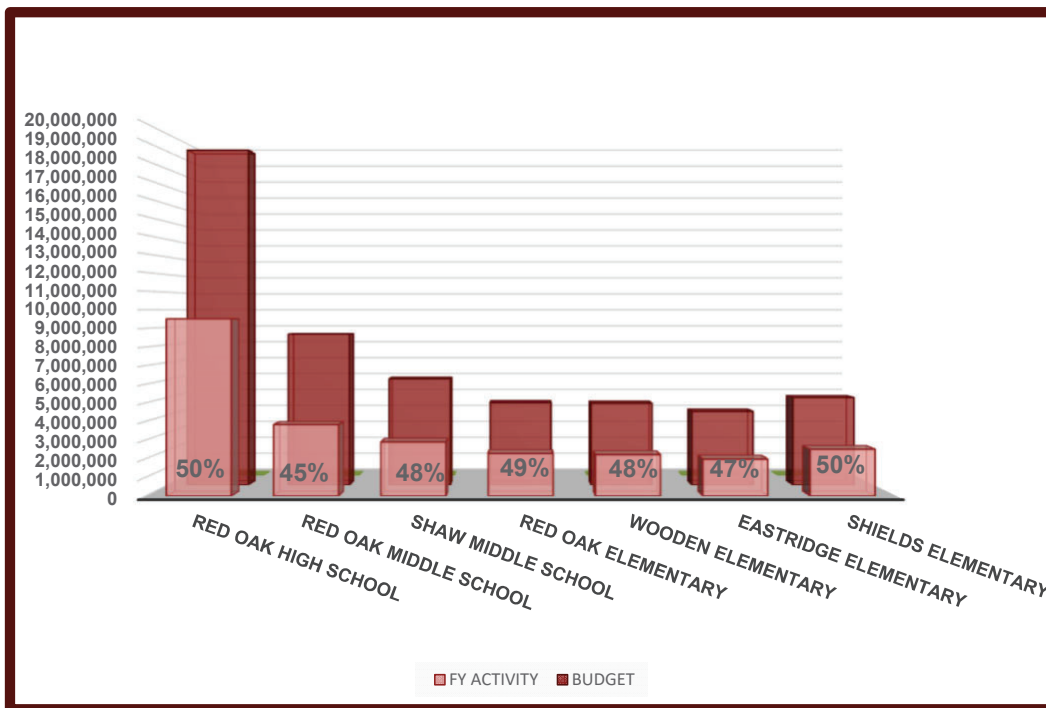
	Amended Budget	2025-2026 YTD Actuals	Outstanding Encumbrances	Balance	% Expended to Budget	2024-2025 YTD Actuals (Unaudited)	YTD Actuals Variance
<b>Revenues</b>							
57xx Local	\$ 34,554,666	\$ 16,289,534	\$ -	\$ 18,265,132	47.14%	\$ 910,683	\$ 15,378,852
58xx State	47,391,753	23,998,586	-	23,393,167	50.64%	15,302,673	8,695,913
59xx Federal	850,000	143,152	-	706,848	16.84%	54,396	88,756
79xx Non Operating Revenue							
<b>TOTAL</b>	<b>\$ 82,796,419</b>	<b>\$ 40,431,273</b>	<b>\$ -</b>	<b>\$ 42,365,146</b>	<b>49%</b>	<b>\$ 16,267,752</b>	<b>\$ 24,163,521</b>
<b>Expenditures</b>							
11 Instruction	\$ 43,010,631	\$ 20,564,893	\$ 396,573	\$ 22,049,165	48.74%	\$ 12,835,855	\$ 7,729,038
12 Instr. Resources & Media Services	757,352	358,995	6,187	392,170	48.22%	263,757	95,239
13 Curriculum & Staff Development	2,462,610	1,122,755	17,699	1,322,156	46.31%	732,378	390,377
21 Instructional Leadership	848,217	422,310	9,239	416,668	50.88%	341,959	80,351
23 School Leadership	5,536,897	2,728,056	5,288	2,803,554	49.37%	1,610,414	1,117,642
31 Guidance, Counseling & Evaluation	4,513,521	2,028,051	72,701	2,412,769	46.54%	1,349,750	678,302
32 Social Work Services	134,903	65,056	-	69,847	48.22%	45,237	19,819
33 Health Services	978,499	492,351	74	486,074	50.32%	319,580	172,772
34 Student Transportation	3,382,936	2,424,181	176,644	782,111	76.88%	1,371,621	1,052,561
36 Co-Curricular/Extracurricular Activities	2,819,673	1,494,851	113,082	1,211,740	57.03%	-	1,494,851
41 General Administration	3,194,328	1,621,330	70,050	1,502,948	52.95%	930,070	691,261
51 Plant Maintenance & Operation	8,410,837	4,264,664	1,536,964	2,609,208	68.98%	1,214,411	3,050,254
52 Security & Monitoring Services	1,743,179	1,245,231	60,317	437,632	74.89%	3,249,637	(2,004,407)
53 Data Processing Services	2,038,926	1,230,697	4,511	803,718	60.58%	506,486	724,210
61 Community Services	2,050,160	911,111	5,443	1,133,606	44.71%	1,121,013	(209,902)
71 Debt Service	448,750	59,000	-	389,750	13.15%	558,992	(499,992)
81 Facilities Acquisition & Construction	-	-	-	-	0.00%	66,875	(66,875)
95 Juvenile Justice Alternative	40,000	19,250	8,875	11,875	70.31%	-	19,250
99 Other Intergovernmental	425,000	220,324	225,611	(20,936)	104.93%	93,482	126,842
<b>TOTAL</b>	<b>\$ 82,796,419</b>	<b>\$ 41,273,107</b>	<b>\$ 2,709,257</b>	<b>\$ 38,814,055</b>	<b>53%</b>	<b>\$ 26,611,515</b>	<b>\$ 14,661,592</b>
<b>Other Resources/(Uses)</b>							
Sale of Property	\$ 0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 0</b>	<b>\$ (841,834)</b>	<b>\$ (2,709,257)</b>	<b>\$ 3,551,091</b>		<b>\$ (10,343,762)</b>	<b>\$ 9,501,928</b>

\*The District reports on the modified accrual basis.

Red Oak ISD - General Fund  
 Revenue / Expenditure Detail  
 As of December 31, 2025



**Red Oak ISD - General Fund**  
*Comparison by Campus*  
*As of December 31, 2025*



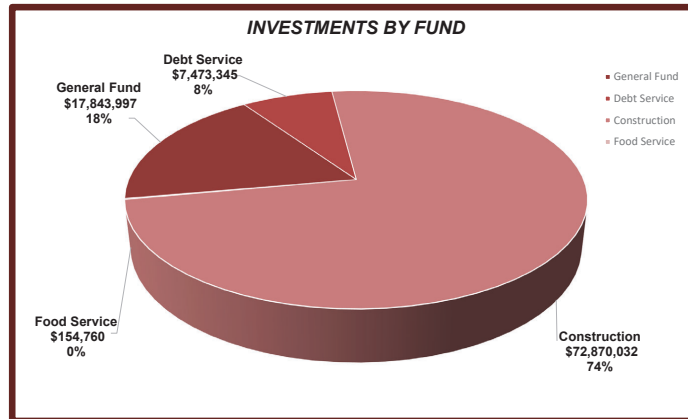
**Red Oak Independent School District**  
**Government Investment Pools**  
**As of month ending December 31, 2025**

INVESTMENT POOL ACCOUNTS	BEGINNING BALANCE 12/01/2025	DEPOSITS	WITHDRAWALS	INTEREST FOR DECEMBER	ENDING BALANCE 12/31/2025	INTEREST RATE	INTEREST YEAR TO DATE
<b>TEXSTAR</b>							
General Fund	\$ 11,367.53	\$ -	\$ -	36.92	\$ 11,404.45	3.8246%	\$ 471.01
Construction	861.48	-	-	2.81	864.29	3.8246%	33.09
	<b>\$ 12,229.01</b>				<b>\$ 12,268.74</b>		
<b>TEXPOOL</b>							
General/Construction Fund	2,880.05	-	-	9.31	2,889.36	4.1418%	120.87
Money Market	1,660.26	-	-	5.37	1,665.63	4.1418%	68.53
	<b>4,540.31</b>				<b>4,554.99</b>		
<b>FIRST PUBLIC-GOV.OVERNIGHT</b>							
General Fund	17,840,975.53	8,568,857.64	8,636,791.01	54,994.90	17,828,037.06	3.8100%	565,298.62
Debt Service	5,408,967.16	2,043,991.62	-	20,386.69	7,473,345.47	3.8100%	147,509.67
Construction	74,587,584.35	4,000,000.00	5,955,000.00	236,583.60	72,869,167.95	3.8100%	1,342,029.94
Food Service	77,996.48	472,861.79	397,000.00	901.51	154,759.78	3.8100%	14,116.18
	<b>97,915,523.52</b>			<b>312,866.70</b>	<b>98,325,310.26</b>		
<b>TOTAL INVESTMENT POOLS</b>	<b>\$ 97,932,293</b>	<b>\$ 15,085,711</b>	<b>\$ 14,988,791</b>	<b>\$ 625,788</b>	<b>\$ 98,342,134</b>		<b>\$ 2,069,648</b>

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

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

\_\_\_\_\_  
 (signature on file)  
 Lavina Straley  
 Finance Coordinator





Red Oak ISD - Constr. 2025 (526196)  
 Investment Summary Report  
 12/1/2025 - 12/31/2025

CE											
General Ledger Grouping	Identifier	Description	Security Type	Final Maturity	Beginning Market Value	Ending Market Value	Ending Market Value + Accrued	Ending Book Value	Interest/Dividend Income	Net Amortization/ Accretion	Fully Accrued Interest
CE	SF8888740	TEXAS CLASS	MMFUND	12/31/25	2,184,752.54	2,411,762.09	2,411,762.09	2,411,762.09	8,259.55	0.00	8,259.55
CE	SF8888740	TEXAS CLASS	MMFUND	12/31/25	2,184,752.54	2,411,762.09	2,411,762.09	2,411,762.09	8,259.55	0.00	8,259.55
LT											
General Ledger Grouping	Identifier	Description	Security Type	Final Maturity	Beginning Market Value	Ending Market Value	Ending Market Value + Accrued	Ending Book Value	Interest/Dividend Income	Net Amortization/ Accretion	Fully Accrued Interest
LT	91282ZB9	UNITED STATES TREASURY	US GOV	02/28/27	9,703,320.31	9,731,445.31	9,769,670.45	9,713,118.40	9,633.98	20,686.82	30,320.80
LT	91282ZE3	UNITED STATES TREASURY	US GOV	03/31/27	9,622,070.31	9,654,882.81	9,670,851.22	9,635,881.13	5,322.80	24,378.57	29,701.37
LT	91282CJ7	UNITED STATES TREASURY	US GOV	12/15/26	10,075,585.94	0.00	0.00	0.00	16,734.97	(2,244.22)	14,490.75
LT	91282CJ9	UNITED STATES TREASURY	US GOV	01/15/27	10,043,554.69	10,049,414.06	10,234,196.67	10,028,159.23	33,695.65	(2,146.07)	31,549.59
LT	---	UNITED STATES TREASURY	US GOV	---	39,444,531.25	29,435,742.19	29,674,718.34	29,377,158.75	65,387.41	40,675.10	106,062.50
ST											
General Ledger Grouping	Identifier	Description	Security Type	Final Maturity	Beginning Market Value	Ending Market Value	Ending Market Value + Accrued	Ending Book Value	Interest/Dividend Income	Net Amortization/ Accretion	Fully Accrued Interest
ST	09659CF11	BNP Paribas New York Branch	CP	06/01/26	4,900,450.00	4,921,295.00	4,921,295.00	4,916,530.56	0.00	17,136.11	17,136.11
ST	21687BF14	Cooperative Rabobank U.A., New York Branch	CP	06/01/26	4,908,850.00	4,926,825.00	4,926,825.00	4,917,788.89	0.00	16,877.78	16,877.78
ST	22533UF16	Credit Agricole Corporate And Investment Bank, New	CP	06/01/26	4,901,615.00	4,921,965.00	4,921,965.00	4,916,635.41	0.00	17,114.58	17,114.58
ST	62479MF16	MUFG Bank, Ltd., New York Branch	CP	06/01/26	4,900,985.00	4,920,975.00	4,920,975.00	4,916,320.84	0.00	17,179.17	17,179.17
ST	63873KF10	Natixis, New York Branch	CP	06/01/26	4,900,425.00	4,918,187.50	4,918,187.50	4,916,530.56	0.00	17,136.11	17,136.11
ST	91282CC22	UNITED STATES TREASURY	US GOV	09/30/26	9,772,851.56	9,803,906.25	9,826,262.02	9,788,381.83	7,451.92	23,903.12	31,354.04
ST	91282CDG3	UNITED STATES TREASURY	US GOV	10/31/26	14,660,742.19	14,700,585.94	14,729,487.87	14,678,036.49	14,450.97	32,783.45	47,234.42
ST	91282CHY0	UNITED STATES TREASURY	US GOV	09/15/26	10,074,218.75	10,075,000.00	10,212,983.43	10,057,971.27	39,606.35	(6,981.24)	32,625.11
ST	91282CJ7	UNITED STATES TREASURY	US GOV	12/15/26	0.00	10,079,101.56	10,099,534.25	10,059,068.76	20,432.69	(2,865.76)	17,566.93
ST	---	---	---	---	59,020,137.50	69,267,841.25	69,477,515.07	69,167,264.60	81,941.94	132,283.31	214,225.25



Red Oak ISD - Constr. 2025 (526196)  
 Investment Summary Report  
 12/1/2025 - 12/31/2025

Summary												
General Ledger Grouping	Identifier	Description	Security Type	Final Maturity	Beginning Market Value	Ending Market Value	Ending Market Value + Accrued	Ending Book Value	Interest/Dividend Income	Net Amortization/Accretion	Fully Accrued Interest	
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PMA Asset Management, LLC, an approved Investment Officer of Red Oak ISD, hereby certifies this Investment Summary Report represents the investments we manage on behalf of the District as of the above date in compliance with the Texas Public Funds Investment Act and Red Oak ISD Investment Policy.

\_\_\_\_\_  
 Brian Hextell  
 Senior Vice President  
 Institutional Portfolio Manager  
 PMA Asset Management, LLC

\_\_\_\_\_  
 Wednesday, January 14, 2026  
 Date

Public Trust Advisors, LLC, PMA Financial Network, LLC, PMA Securities, LLC and PMA Asset Management, LLC are under common ownership as part of PTMA Financial Solutions, LLC ("PTMA"). Public Trust Advisors, LLC and PMA Asset Management, LLC, are two separate SEC registered investment advisers, both doing business as PTMA Investment Advisors. PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC. Registration with the SEC does not imply a certain level of skill or training. Marketing, securities, institutional brokerage services and municipal advisory services are offered through PMA Securities, LLC. PTMA Investment Advisors provides investment advisory services to local government investment pools ("Funds") and separate accounts. All other products are provided by PMA Financial Network, LLC. The information presented herein is for general information purposes only and is not a specific/buy sell recommendation. This data is unaudited. This report is intended to detail investment advisory activity through your PMA advisory separately managed account (hereinafter "Account"). All transactions are reflected as of trade date. Information derived from sources other than PMA (including market value and market analytics), is believed to be accurate, but is not independently verified nor guaranteed to be accurate or complete. Accounting settings on PMA's accounting and reporting platform, provided by Clearwater Analytics, may not reflect your internal accounting methodology. This report is not intended to be nor should it be relied upon in any way as a forecast or guarantee of future events regarding a not particular investment or the markets in general. Certain security characteristics may include assumptions including, but not limited to, expected levels of volatility, prepayment rates, default rates and recovery rates. Future market experience may differ from these assumptions. Investing involves risks, including the possible loss of the amount invested. In addition, past performance is no indication of future performance and the price or value of investment in securities investments may fluctuate.