

Agenda of Regular Meeting

The Board of Trustees Lone Oak Independent School District

A Regular Meeting of the Board of Trustees of Lone Oak Independent School District will be held May 15, 2023, beginning at 6:30 PM in the Lone Oak ISD Administration Building 8162 Highway 69 South Lone Oak, TX 75453.

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 this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Establish a quorum and call meeting to order
2. Opening Prayer & Pledges
3. Forum for community input
4. Statement regarding May 6, 2023 Election and Newly Elected Trustees 3
5. Reorganization of the Board of Trustees
6. Consent Agenda
 1. Monthly Check Register 4
 2. Finance/Investment Report 13
 3. Budget Amendments/Reallocation 15
 4. Minutes from previous meeting 17
7. Administrative Team Reports
8. Presentation from Texas A&M AgriLife Extension regarding the Healthy School Recognized Campus designation that LOES received. 22
9. Discuss and consider approving the engagement letter from Rutherford, Taylor & Company, P.C. regarding the audit for the year ending June 30, 2023. 36
10. Discuss and possibly approve the Annual TREA Legal Services Program Agreement from Powell Law Group. 43
11. Discuss and consider approving a resolution regarding dependable, affordable, broadband access from the Texas Rural Broadband Coalition. 55
12. Review of Walker Quality Services Contract 57
13. Executive Session
 1. 551.074 Discuss personnel or to hear complaints against personnel
 2. 551.072 Discussing purchase, exchange, lease, or value of real property
14. Discuss and consider updating the contract between Lone Oak Independent School District and Teacher Appreciation Child Care (T.A.C.C.) 67
15. 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 conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). 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. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees



Statement regarding May 6, 2023 Election and Appointments

May 15, 2023

On March 20, 2023 the Lone Oak ISD Board of Trustees ordered a cancellation of the school board trustee election scheduled to be held on May 6, 2023. Clint Patterson and Lee Hogue ran for the office of School Board Trustee, unopposed. They have been given the Certificate of Election, executed the Statement of Officer, and taken the Oath of Office.

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
058142	04-11-2023	00005	ATMOS ENERGY	UNDIST. ORGAN.UN	193639		C	GAS S ERVICES	1,378.11	N
					199-51-6259.74-999-399000					
058220	04-25-2023	00005	ATMOS ENERGY	UNDIST. ORGAN.UN	193770		C	GAS SERVICES	2,262.45	N
					199-51-6259.74-999-399000					
								Vendor 00005 Total:	3,640.56	
058170	04-11-2023	00011	INTOUCH BY CUMBYT	UNDIST. ORGAN.UN	193637		C	PHONE SERVICES	841.76	N
					199-51-6259.72-999-399000					
058130	04-06-2023	00012	CITY OF LONE OAK	UNDIST. ORGAN.UN	193549		C	WATER SERVICES	1,477.76	N
					199-51-6259.71-999-399000					
058154	04-11-2023	00020	DEALERS ELECTRICAL	UNDIST. ORGAN.UN	193584	100586255	C	15W LED LIGHT BULBS	88.08	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193643	100557493	C	PARKING LOT BULBS	377.44	N
					199-51-6319.00-999-399000					
								Check 058154 Total:	465.52	
								Vendor 00020 Total:	465.52	
058157	04-11-2023	00021	DUKO OIL COMPANY	UNDIST. ORGAN.UN	193589	210107	C	FUEL/DIESEL INVOICES	2,729.16	N
					199-34-6311.00-999-399000					
				UNDIST. ORGAN.UN	193655	210061	C	FUEL/DIESEL INVOICE	2,441.60	N
					199-34-6311.00-999-399000					
								Check 058157 Total:	5,170.76	
058225	04-25-2023	00021	DUKO OIL COMPANY	UNDIST. ORGAN.UN	193726	209934/209938	C	FUEL/DIESEL INVOICE	3,158.48	N
					199-34-6311.00-999-399000					
								Vendor 00021 Total:	8,329.24	
058184	04-11-2023	00094	PITNEY BOWES	BUSINESS OFFICE	193618	0015701669	C	POSTAGE MACHINE RENT	150.45	N
					199-41-6399.PS-750-399000					
058186	04-11-2023	00107	SHERWIN WILLIAMS	UNDIST. ORGAN.UN	193581	1660-7	C	PAINT/SUPPLIES	288.70	N
					199-51-6319.00-999-399000					
058147	04-11-2023	00149	CHANEY PAPER	UNDIST. ORGAN.UN	193523	199596	C	CUSTODIAL SUPPLIES	327.00	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193522	199568	C	CUSTODIAL SUPPLIES	1,106.30	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193526	199587	C	CUSTODIAL SUPPLIES	1,397.30	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193520	199589	C	CUSTODIAL SUUPLIES	2,281.35	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193525	199599	C	CUSODIAL SUPPLIES	2,833.40	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193521	199600	C	CUSTODIAL SUPPLIES	1,877.50	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193524	199569	C	CUSTODIAL SUPPLIES	2,044.75	N
					199-51-6319.00-999-399000					
								Check 058147 Total:	11,867.60	
								Vendor 00149 Total:	11,867.60	
058250	04-25-2023	00160	QUILL CORPORATION	HIGH SCHOOL	193625		C	TEACHER CHAIR	99.99	N
					199-23-6399.00-001-399000					
				SUPERINTENDENT	193626	31806107	C	OFFICE SUPPLIES	209.33	N
					199-41-6399.00-701-399000					
								Check 058250 Total:	309.32	
								Vendor 00160 Total:	309.32	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
058212	04-13-2023	00178	WAYNE'S LAWNMOWE	UNDIST. ORGAN.UN	193691	284887 199-51-6319.00-999-399000	C	MOWER BELT	69.99	N
058258	04-25-2023	00178	WAYNE'S LAWNMOWE	UNDIST. ORGAN.UN	193761	284643 199-51-6319.00-999-399000	C	MOWER BELT	64.99	N
Vendor 00178 Total:									134.98	
058160	04-11-2023	00181	FOLLETT CONTENT S	MIDDLE SCHOOL	192954	603430 199-12-6329.00-041-399000	C	MS BOOK ORDER	571.90	N
058226	04-25-2023	00181	FOLLETT CONTENT S	ELEMENTARY SCH	193280	656063F 199-12-6329.00-101-399000	C	ELEM BOOK ORDER	2,326.56	N
Vendor 00181 Total:									2,898.46	
058131	04-06-2023	00197	GREENVILLE TROPHIE	HIGH SCHOOL	193495	002662 199-36-6499.75-001-399000	C	YEAR END AWARDS	699.22	N
058230	04-25-2023	00197	GREENVILLE TROPHIE	SUPERINTENDENT	193775	002788 199-41-6499.00-701-399000	C	BLANKETS/RETIREE	986.91	N
Vendor 00197 Total:									1,686.13	
058133	04-06-2023	00246	NATIONAL CHEERLEA	HIGH SCHOOL	193602	VARSAITY 199-36-6411.85-001-391000	C	V CHEER CAMP	300.00	N
058134	04-06-2023	00246	NATIONAL CHEERLEA	HIGH SCHOOL	193601	JV DEPOSIT 199-36-6411.85-001-391000	C	JV CHEER CAMP	300.00	N
058246	04-25-2023	00246	NATIONAL CHEERLEA	HIGH SCHOOL	193602	VARSAITY 199-36-6411.85-001-391000	C	V CHEER CAMP	159.00	N
				HIGH SCHOOL	193601	JV BALANCE 199-36-6411.85-001-391000	C	JV CHEER CAMP	159.00	N
Check 058246 Total:									318.00	
Vendor 00246 Total:									918.00	
058196	04-11-2023	00265	WILLIE JAMES	HIGH SCHOOL	210748	CHISUM 199-36-6219.00-001-391000	C	SB OFFICIAL/CHISUM	95.00	N
058259	04-25-2023	00265	WILLIE JAMES	HIGH SCHOOL	210767	GRAND SALINE 199-36-6219.00-001-391000	C	SOFTBALL OFFICIAL/GRA	95.00	N
Vendor 00265 Total:									190.00	
058176	04-11-2023	00301	LOWE'S	UNDIST. ORGAN.UN	193304	 199-51-6319.00-999-399000	C	BASE CABINET/SINK/STRA	581.49	N
				UNDIST. ORGAN.UN	193311	 199-51-6319.00-999-399000	C	PLYWOOD	342.76	N
				UNDIST. ORGAN.UN	193414	 199-51-6319.00-999-399000	C	COUNTER TOP/SINK	246.93	N
Check 058176 Total:									1,171.18	
Vendor 00301 Total:									1,171.18	
058252	04-25-2023	00366	SEAN TREDWAY	HIGH SCHOOL	210763	STEPHENVILLE 199-36-6411.39-001-399000	C	STEPHENVILLE/CONT ME	45.00	N
				HIGH SCHOOL	210763	HOUSTON 199-36-6411.39-001-399000	C	HOUSTON SHOW/MEAL 3/	135.00	N
Check 058252 Total:									180.00	
Vendor 00366 Total:									180.00	
058232	04-25-2023	00367	HERMITAGE ART COM	HIGH SCHOOL	193598	10343879 199-11-6499.00-001-311000	C	GRADUATION PROGRAM	28.01	N
				HIGH SCHOOL	193598	10343879 199-11-6499.41-001-311000	C	GRADUATION PROGRAM	107.88	N
Check 058232 Total:									135.89	
Vendor 00367 Total:									135.89	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
058178	04-11-2023	00384	MIKE PARKER	UNDIST. ORGAN.UN	193627	MAR. SECURITY 199-52-6219.00-999-391000	C	SB/BB SECURITY	1,000.00	N
058167	04-11-2023	00542	HOOTEN'S	UNDIST. ORGAN.UN	193629	083581/086043 199-51-6319.00-999-399000	C	PIPE/FITTINGS	122.00	N
				UNDIST. ORGAN.UN	193574	101966 199-51-6319.00-999-399000	C	CASTERS/COUPLER/DOLL	359.38	N
				UNDIST. ORGAN.UN	193490	097038 199-51-6319.00-999-399000	C	PLUMBING SUPPLIES	164.71	N
Check 058167 Total:									646.09	
058168	04-11-2023	00542	HOOTEN'S	HIGH SCHOOL	193530	097772 199-11-6399.39-001-322000	C	PLATE/STEEL/TUBING	1,073.80	N
Vendor 00542 Total:									1,719.89	
058156	04-11-2023	00558	DEPARTMENT OF PUB SUPERINTENDENT		193582	 199-41-6499.00-701-399000	C	HISTORY INQUIRES	7.00	N
058203	04-13-2023	00558	DEPARTMENT OF PUB SUPERINTENDENT		193670	 199-41-6499.00-701-399000	C	HISTORY INQUIRES	7.00	N
Vendor 00558 Total:									14.00	
058141	04-11-2023	00630	AMSTERDAM PRINTIN	HIGH SCHOOL	193512	7306975 199-23-6499.00-001-399000	C	STAFF ACADEMIC PLANN	351.60	N
058187	04-11-2023	00664	SMARTOX	HIGH SCHOOL	193558	25000/25001 199-36-6299.00-001-391000	C	STUDENT TESTING	572.00	N
058193	04-11-2023	00671	TRIPLE B AUTOMOTIV	UNDIST. ORGAN.UN	193631	166792 199-34-6319.00-999-399000	C	ALTERNATOR/BUS 17-1	600.00	N
058159	04-11-2023	00672	FEC ELECTRIC	UNDIST. ORGAN.UN	193656	 199-51-6259.73-999-399000	C	ELECTRIC SERVICES	15,186.67	N
058129	04-06-2023	00676	CASH SPECIAL UTILIT	UNDIST. ORGAN.UN	193619	 199-51-6259.71-999-399000	C	WATER SERVICES	1,951.33	N
058204	04-13-2023	00746	DISCOUNT WHEEL AN	UNDIST. ORGAN.UN	193665	1-159268 199-34-6249.00-999-399000	C	WHITE TRUCK/FRONT TIR	567.94	N
058179	04-11-2023	00765	MUSIC & ARTS/ GUITA	HIGH SCHOOL	193576	036818456 199-11-6399.75-001-311000	C	YAMAHA STAGE FLOOR T	181.19	N
				HIGH SCHOOL	193566	036875274 199-11-6399.75-001-311000	C	PEARL BASS DRUM RIM S	239.92	N
				HIGH SCHOOL	193494	036707296 199-36-6249.75-001-399000	C	INSTRUMENT REPAIR	195.00	N
Check 058179 Total:									616.11	
Vendor 00765 Total:									616.11	
058146	04-11-2023	00943	CHALK'S TRUCK PART	UNDIST. ORGAN.UN	193553	K45387/1 199-34-6319.00-999-399000	C	BUS PARTS	937.98	N
058175	04-11-2023	00990	LEARNING A-Z	ELEMENTARY SCH	193158	6554882 199-11-6219.00-101-323000	C	SPED	128.00	N
058164	04-11-2023	01082	GRIFFIN COMMUNICA	UNDIST. ORGAN.UN	193590	212175 199-51-6249.00-999-399000	C	HS/FIRE/WIRE GUARDS R	400.00	N
058253	04-25-2023	01149	SOUTHWEST INTERNA	UNDIST. ORGAN.UN	193652	042018825 199-34-6249.00-999-399000	C	BUS 15-2 TURBO ACTUAT	2,584.89	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
058257	04-25-2023	01251	CARD SERVICE CENT	HIGH SCHOOL	193664		C	ARCHERY TOURNAMENT/	117.51	N
					199-11-6412.00-001-311000					
				MIDDLE SCHOOL	193664		C	ARCHERY TOURNAMENT/	117.50	N
					199-11-6412.00-041-311000					
				HIGH SCHOOL	193609		C	BREAKFAST FOR TUTORI	67.92	N
					199-23-6399.00-001-399000					
				HIGH SCHOOL	193571		C	HS/DONUTS/TESTING	60.09	N
					199-23-6499.00-001-399000					
				HIGH SCHOOL	193684		C	PARA INCENTIVE	35.94	N
					199-23-6499.00-001-399000					
				HIGH SCHOOL	193612		C	FIELD DRYING SUPPLIES	21.25	N
					199-36-6399.07-001-391000					
				HIGH SCHOOL	193605		C	HOTEL/FUEL/RABBIT PICK	185.09	N
					199-36-6411.39-001-399000					
				HIGH SCHOOL	193469		C	HOUSTON SHOW/HOTEL/	916.42	N
					199-36-6411.39-001-399000					
				HIGH SCHOOL	193474		C	HOUSTON SHOW/HOTEL/	983.83	N
					199-36-6411.39-001-399000					
				HIGH SCHOOL	193488		C	TRACK MEALS	77.32	N
					199-36-6412.00-001-391000					
				HIGH SCHOOL	193545		C	PIZZA @ UIL	48.68	N
					199-36-6412.00-001-399000					
				UNDIST. ORGAN.UN	193465		C	REGIONAL POWERLIFT M	47.00	N
					199-36-6412.00-999-391000					
				UNDIST. ORGAN.UN	193464		C	GAS/REGIONAL POWERLI	29.72	N
					199-36-6412.00-999-391000					
				UNDIST. ORGAN.UN	193463		C	REGIONAL POWERLIFT H	310.30	N
					199-36-6412.00-999-391000					
				HIGH SCHOOL	193474		C	HOUSTON SHOW/HOTEL/	1,218.78	N
					199-36-6412.39-001-399000					
				SCHOOL BOARD	193483		C	BOARD MEET/FOOD	234.00	N
					199-41-6399.00-702-399000					
				SCHOOL BOARD	193560		C	BOARD MEET/ PIZZA	108.29	N
					199-41-6399.00-702-399000					
				BUSINESS OFFICE	193550		C	TASBO/MEMBERSHIP	145.00	N
					199-41-6495.00-750-399000					
				UNDIST. ORGAN.UN	193701		C	SRO OFFICER CELL	32.63	N
					199-52-6219.00-999-399000					
								Check 058257 Total:	4,757.27	
								Vendor 01251 Total:	4,757.27	
058236	04-25-2023	01252	JERRY RILEY	HIGH SCHOOL	210762	EDGEWOOD	C	BASEBALL OFFICIAL/EDG	175.00	N
					199-36-6219.00-001-391000					
058197	04-11-2023	01345	WRISTBAND RESOUR	HIGH SCHOOL	193615	CI22095519	C	GRADUATION TICKETS/AR	65.16	N
					199-11-6499.41-001-311000					
				HIGH SCHOOL	193615	CI22095519	C	GRADUATION TICKETS/AR	81.30	N
					199-23-6499.00-001-399000					
								Check 058197 Total:	146.46	
								Vendor 01345 Total:	146.46	
058153	04-11-2023	01367	DATAMAX	HIGH SCHOOL	193551	2208740	C	COPIER MAINTNE/OVERAG	268.70	N
					199-23-6239.00-001-399000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
058148	04-11-2023	01439	CHARLES JONES	HIGH SCHOOL	210749	CHISUM 199-36-6219.00-001-391000	C	BASEBALL OFFICIAL/CISU	175.00	N
058132	04-06-2023	01500	JAN DEWITT	BUSINESS OFFICE	210745	199-41-6411.00-750-399000	C	REGION 10/GENTRY TRAI	171.88	N
058151	04-11-2023	01514	CROSSROAD COMMU	UNDIST. ORGAN.UN	193603	13199 199-34-6249.00-999-399000	C	MONTHLY BUS RADIO SE	875.00	N
058213	04-13-2023	01577	WHATABURGER	HIGH SCHOOL	193671	199-36-6412.00-001-391000	C	TENNIS MEALS	154.14	N
058190	04-11-2023	01680	SULLIVAN SUPPLY SO	HIGH SCHOOL	193533	PSI370337 199-11-6399.39-001-322000	C	PORTABLE WATERING SY	948.00	N
058256	04-25-2023	01742	US GAMES	HIGH SCHOOL	193113	920542944 199-11-6399.00-001-311000	C	FG SW LICENSE	104.00	N
				MIDDLE SCHOOL	193113	920542944 199-11-6399.00-041-311000	C	FG SW LICENSE	104.00	N
				ELEMENTARY SCH	193113	920542944 199-11-6399.00-101-311000	C	FG SW LICENSE	104.00	N
								Check 058256 Total:	312.00	
								Vendor 01742 Total:	312.00	
058200	04-13-2023	01968	ATWOODS	HIGH SCHOOL	193554	199-11-6399.39-001-322000	C	CLIPS/CLOTH/GREASE	20.67	N
				HIGH SCHOOL	193467	199-11-6399.39-001-322000	C	BALL MOUNT	179.99	N
				HIGH SCHOOL		199-11-6399.39-001-322000	M	RETURN	-149.99	N
								Check 058200 Total:	50.67	
								Vendor 01968 Total:	50.67	
058255	04-25-2023	02103	TXTAG	BUSINESS OFFICE	193760	199-41-6411.00-750-399000	C	TOLL FEES	28.95	N
058150	04-11-2023	02196	COMPLETE SUPPLY IN	UNDIST. ORGAN.UN	193519	310397 199-51-6319.00-999-399000	C	JANITORIAL/SECURITY EX	50.00	N
058158	04-11-2023	02221	ED 311	ELEMENTARY SCH	193320	26324 199-11-6411.00-101-323000	C	CONF SPED LAW	440.00	N
058135	04-06-2023	02394	NORTH TEXAS TOLLW	HIGH SCHOOL	193621	199-36-6499.05-001-391000	C	POWERLIFT/DECATUR/TO	18.80	N
058172	04-11-2023	02450	KYLE BURNS	HIGH SCHOOL	210753	CHISUM 199-36-6219.00-001-391000	C	SB OFFICIAL/COMMERCE	95.00	N
058208	04-13-2023	02668	RICOH USA, INC	ELEMENTARY SCH	193674	5067154903 199-23-6239.00-101-399000	C	APRIL COPIER MAINTEN	1,125.00	N
058214	04-14-2023	02679	AMAZON CAPITAL SER	HIGH SCHOOL	193380	199-11-6397.00-001-311000	C	PLATAFORM TRUCK CART	570.26	N
				UNDIST. ORGAN.UN	193353	199-11-6397.20-999-311000	C	ORDER FROM RETURN	279.99	N
				UNDIST. ORGAN.UN		199-11-6397.20-999-311000	M	RETURNED	-249.99	N
				HIGH SCHOOL	193430	199-11-6399.00-001-323000	C	SPED SUPPLIES	41.65	N
				HIGH SCHOOL	193425	199-11-6399.00-001-323000	C	LIFE SKILL LAB SUPPLIES	132.48	N
				MIDDLE SCHOOL	193446	199-11-6399.00-041-311000	C	8TH SCIENCE	75.08	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				MIDDLE SCHOOL	193383		C	6th grade PE	56.27	N
					199-11-6399.00-041-311000					
				MIDDLE SCHOOL	193384		C	OFFICE/CLASSROOMS	213.34	N
					199-11-6399.00-041-311000					
				ELEMENTARY SCH	193348		C	SUPPLIES	175.25	N
					199-11-6399.00-101-311000					
				UNDIST. ORGAN.UN	193318		C	DIGITAL VOICE RECORDER	94.15	N
					199-11-6499.99-999-399000					
				HIGH SCHOOL	193452		C	CLASSROOM BOOKS/PER	199.80	N
					199-12-6329.00-001-399000					
				ELEMENTARY SCH	193424		C	STORAGE BOOK BOXES	28.98	N
					199-12-6399.00-101-399000					
				ELEMENTARY SCH	193450		C	PARENT INVOLVEMENT P	145.46	N
					199-23-6399.00-101-399000					
				MIDDLE SCHOOL	193444		C	PO Created by Req: 813188	19.59	N
					199-31-6339.00-041-399000					
				HIGH SCHOOL	193380		C	PLATAFORM TRUCK CART	50.74	N
					199-31-6399.00-001-399000					
				UNDIST. ORGAN.UN	193415		C	BLINKER LENS/BUS	69.75	N
					199-34-6319.00-999-399000					
				HIGH SCHOOL	193419		C	RED VINYL IRON ON	42.59	N
					199-36-6399.00-001-391000					
				UNDIST. ORGAN.UN	193438		C	VACUUM BELT	17.58	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193388		C	CLIP MAGNETS/CUSTODI	16.99	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193341		C	HUMIDIFIER/DRILL	245.56	N
					199-51-6319.00-999-399000					
				UNDIST. ORGAN.UN	193313		C	REFEREE STALL	387.92	N
					199-51-6319.00-999-399000					
								Check 058214 Total:	2,613.44	
								Vendor 02679 Total:	2,613.44	
058223	04-25-2023	02700	DIRECT ENERGY BUSI	UNDIST. ORGAN.UN	193735		C	ELECTRIC SERVICE/COLL	413.17	N
					199-51-6259.73-999-399000					
058235	04-25-2023	02822	JASON BONHAM	HIGH SCHOOL	210769	COMMERCE	C	BASEBALL OFFICIAL/COM	110.00	N
					199-36-6219.00-001-391000					
				HIGH SCHOOL	210761	EDGEWOOD	C	BASEBALL OFFICIAL/EDG	175.00	N
					199-36-6219.00-001-391000					
								Check 058235 Total:	285.00	
								Vendor 02822 Total:	285.00	
058137	04-06-2023	03042	SANITATION SOLUTIO	UNDIST. ORGAN.UN	193622		C	TRASH REMOVAL SERVIC	3,979.92	N
					199-51-6249.00-999-399000					
057943	04-05-2023	03095	TEXAS A&M UNIVERSI	SUPERINTENDENT	193249	CAREER/JOB	D	VOID WRONG AMOUNT	-303.00	N
					199-41-6499.00-701-399000					
058191	04-11-2023	03095	TEXAS A&M UNIVERSI	SUPERINTENDENT	193634		C	CAREER DEV/CONFEREN	278.00	N
					199-41-6499.00-701-399000					
								Vendor 03095 Total:	-25.00	
058177	04-11-2023	04032	MICHAEL KIRK	HIGH SCHOOL	210750	CHISUM	C	BASEBALL OFFICIAL/CHIS	175.00	N
					199-36-6219.00-001-391000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
058229	04-25-2023	05019	GRAND SALINE SPOR	HIGH SCHOOL	193719	122 199-36-6412.00-001-391000	C	MS TRACK MEALS	450.00	N
058244	04-25-2023	05083	LEARNING A-Z	ELEMENTARY SCH	193319	2022230000446 199-11-6219.00-101-311000	C	CONSULT ELEM/INSTRUC	3,870.00	N
058224	04-25-2023	05110	DOMINO'S PIZZA	ELEMENTARY SCH	193663	199-11-6399.00-101-311000	C	PIZZA FOR PREK FIELD T	121.99	N
058194	04-11-2023	05111	TRIPLE E ELECTRIC	UNDIST. ORGAN.UN	193640	5582 199-51-6249.00-999-399000	C	HS/MS PARK LIGHTS/ SHO	1,088.00	N
058243	04-25-2023	05321	LA QUINTA HOTEL	HIGH SCHOOL	193741	199-36-6411.75-001-399000	C	HOTEL @ STATE CONTES	190.97	N
				HIGH SCHOOL	193741	199-36-6412.75-001-399000	C	HOTEL @ STATE CONTES	190.97	N
								Check 058243 Total:	381.94	
								Vendor 05321 Total:	381.94	
058228	04-25-2023	13653	GENTRY FINANCIAL G	SUPERINTENDENT	193745	APRIL BILL 199-41-6499.00-701-399000	C	EMPLOYEE LIFE/INS/APRI	124.15	N
058139	04-11-2023	13660	2ND GEAR	UNDIST. ORGAN.UN	193548	38309/383232 199-11-6397.20-999-311000	C	LENOVO CHROMEBOOKS	63,497.00	N
058166	04-11-2023	13701	GUARDIAN SECURITY	UNDIST. ORGAN.UN	193642	20657 199-51-6249.00-999-399000	C	REPLACE RAID DRIVE/ELE	1,046.15	N
				UNDIST. ORGAN.UN	193613	20650 199-52-6649.00-999-399000	C	WINDSHIELD TAGS/SECU	222.00	N
								Check 058166 Total:	1,268.15	
058231	04-25-2023	13701	GUARDIAN SECURITY	UNDIST. ORGAN.UN	193766	20682 199-51-6249.00-999-399000	C	DOOR REPAIR/GYM HALL/	1,494.05	N
								Vendor 13701 Total:	2,762.20	
058169	04-11-2023	13735	HUNT REGIONAL MEDI HIGH SCHOOL		193617	2494K9148 199-36-6219.00-001-391080	C	ATHLETIC/TRAINER SERVI	868.75	N
058234	04-25-2023	13735	HUNT REGIONAL MEDI HIGH SCHOOL		193733	2534K9148 199-36-6219.00-001-391080	C	ATHLETIC/TRAINER PROG	591.89	N
								Vendor 13735 Total:	1,460.64	
058138	04-06-2023	13860	SIMPLIFIED SCHOOL S SUPERINTENDENT		193623	1106 199-41-6219.00-701-399000	C	MAR.INTERIM/COOP	7,200.00	N
058143	04-11-2023	13862	BENSON BRO.WRECK	UNDIST. ORGAN.UN	193644	102447 199-34-6249.00-999-399000	C	TOW BUS 15-2/SOUTHWE	650.00	N
058237	04-25-2023	13978	JIMMY SONGER	UNDIST. ORGAN.UN	193724	MAINTE 199-51-6249.00-999-399000	C	MAINTE WORK/3/28/23	15.00	N
058163	04-11-2023	13988	GREGORY SPEIR	HIGH SCHOOL	210747	CHISUM 199-36-6219.00-001-391000	C	SB OFFICIAL/CHISUM	95.00	N
058249	04-25-2023	14055	POWELL LAW GROUP, SUPERINTENDENT		193734	9387 199-41-6211.00-701-399000	C	ATTORNEY SERVICES/MA	1,170.00	N
058198	04-12-2023	14066	ALL STAR EXTERIORS	UNDIST. ORGAN.UN	193660	ADMIN DAMAGES 199-51-6299.00-999-399000	C	PRIME/PAINT/DOORS	16,200.00	N
058201	04-13-2023	14094	C & S LOCKSMITH	UNDIST. ORGAN.UN	193666	8651 199-51-6249.00-999-399000	C	COLLEGE CAMPUS/DOOR	286.49	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
058192	04-11-2023	14112	THRIVE RESPONSE, L	UNDIST. ORGAN.UN	193569	29125 199-33-6399.00-999-399000	C	CPR INSTRUCTION RENE	200.00	N
058188	04-11-2023	14126	STEVE WEISS MUSIC	HIGH SCHOOL	193567	1200975.1 199-11-6399.75-001-311000	C	YAMAHA MBMH-2 BASS M	54.02	N
				MIDDLE SCHOOL	193567	1200975.1 199-11-6399.75-041-311000	C	YAMAHA MBMH-2 BASS M	1.73	N
Check 058188 Total:									55.75	
Vendor 14126 Total:									55.75	
058183	04-11-2023	14218	ONWARD LEARNING	ELEMENTARY SCH	193641	1655 199-11-6219.00-101-323000	C	FULL COST REPORT SER	6,489.37	N
058247	04-25-2023	14218	ONWARD LEARNING	ELEMENTARY SCH	193712	1740 199-11-6219.00-101-323000	C	MAR. SHAR SERVICES	74.56	N
Vendor 14218 Total:									6,563.93	
058144	04-11-2023	14250	BRADLEY HARRISON	HIGH SCHOOL	210746	COMMERCE 199-36-6219.00-001-391000	C	SB OFFICIAL/COMMERCE	160.00	N
058221	04-25-2023	14250	BRADLEY HARRISON	HIGH SCHOOL	210768	RAINS 199-36-6219.00-001-391000	C	SOFTBALL OFFICIAL/RAIN	95.00	N
Vendor 14250 Total:									255.00	
058174	04-11-2023	14251	LARRY LORTON	HIGH SCHOOL	210752	RAINS 199-36-6219.00-001-391000	C	BASEBALL OFFICIAL/RAIN	175.00	N
058239	04-25-2023	14255	JOEY MARTIN	HIGH SCHOOL	210765	RAINS 199-36-6219.00-001-391000	C	SOFTBALL OFFICIAL/RAIN	95.00	N
				HIGH SCHOOL	210766	GRAND SALINE 199-36-6219.00-001-391000	C	SOFTBALL OFFICIAL/GRA	95.00	N
Check 058239 Total:									190.00	
Vendor 14255 Total:									190.00	
058205	04-13-2023	14313	GAME ONE	HIGH SCHOOL	193379	10053331 199-36-6399.09-001-391000	C	Track Training Bungee	175.00	N
058211	04-13-2023	14365	TEXAS STAR EQUIPME	UNDIST. ORGAN.UN	193667	2547 199-51-6249.00-999-399000	C	RENTAL/BOOM LIFT	845.00	N
058140	04-11-2023	14384	AIRCO GASES SOUTH	HIGH SCHOOL	193624	3080208 199-11-6399.39-001-322000	C	AG OXYGEN BOTTLE REN	187.36	N
058165	04-11-2023	14392	GT DISTRIBUTORS, IN	UNDIST. ORGAN.UN	193432	0947408 199-52-6399.00-999-399000	C	SMITH/WARREN S36TX G	103.55	N
058218	04-25-2023	14435	AMANDA MOEDER	HIGH SCHOOL	193739	STAFF MEALS 199-36-6411.75-001-399000	C	EMPLOYEE MEALS @ STA	80.00	N
058219	04-25-2023	14435	AMANDA MOEDER	HIGH SCHOOL	193740	STUDENT MEALS 199-36-6412.75-001-399000	C	STUDENT MEALS @ STAT	208.00	N
Vendor 14435 Total:									288.00	
058199	04-13-2023	14438	ACTIVE INTERNET TE	UNDIST. ORGAN.UN	193573	048546/048547 199-11-6219.20-999-311000	C	MOBILE COMM/NOTIFICAT	8,778.00	N
058233	04-25-2023	14448	HOLTEN PEMBERTON	HIGH SCHOOL	210764	STEPHENVILLE 199-36-6411.39-001-399000	C	STEPHENVILLE CON/MEA	45.00	N
				HIGH SCHOOL	210764	HOUSTON 199-36-6411.39-001-399000	C	HOUSTON SHOW MEAL 3/	135.00	N
Check 058233 Total:									180.00	
Vendor 14448 Total:									180.00	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
058127	04-05-2023	14464	TEXAS EDUCATIONAL	HIGH SCHOOL	193570		D	VOID NOT GOING	-125.00	N
					199-11-6411.00-001-322000					
058215	04-14-2023	14468	AMAZON CAPITAL SER	UNDIST. ORGAN.UN	193475		C	SUPPLIES	1,919.34	N
					199-11-6219.20-999-311000					
				UNDIST. ORGAN.UN	193536		C	SUPPLIES	882.71	N
					199-11-6219.20-999-311000					
				HIGH SCHOOL	193505		C	CARD STOCK	61.50	N
					199-11-6399.00-001-321000					
				HIGH SCHOOL	193586		C	CLASS FLORAL SUPPLIES	222.18	N
					199-11-6399.00-001-322000					
				ELEMENTARY SCH	193565		C	SCIENCE	51.88	N
					199-11-6399.00-101-311000					
				HIGH SCHOOL	193552		C	CLASSROOM READING M	83.90	N
					199-12-6329.00-001-399000					
				HIGH SCHOOL	193703		C	YEARLY MEMEBRSHIP	32.25	N
					199-23-6399.00-001-399000					
				MIDDLE SCHOOL	193703		C	YEARLY MEMEBRSHIP	32.25	N
					199-23-6399.00-041-399000					
				ELEMENTARY SCH	193703		C	YEARLY MEMEBRSHIP	32.25	N
					199-23-6399.00-101-399000					
				HIGH SCHOOL	193703		C	YEARLY MEMEBRSHIP	32.25	N
					199-23-6399.88-001-399000					
				UNDIST. ORGAN.UN	193583		C	BRAKE FLUID LEVEL/CON	42.95	N
					199-34-6319.00-999-399000					
				UNDIST. ORGAN.UN	193542		C	REPLACE REFIRG DOOR	38.95	N
					199-51-6319.00-999-399000					
								Check 058215 Total:	3,432.41	
								Vendor 14468 Total:	3,432.41	
058155	04-11-2023	14493	DEAN OUIMET	HIGH SCHOOL	210751	RAINS	C	BASEBALL OFFICAL/RAIN	175.00	N
					199-36-6219.00-001-391000					
058181	04-11-2023	14494	NEW DIANA ISD	HIGH SCHOOL	193616	1/MEDAL SWIM	C	UIL MEDAL/SWIM MEET	27.83	N
					199-36-6499.00-001-391000					
058238	04-25-2023	14501	JOE C HALL	HIGH SCHOOL	210770	COMMERCE	C	BASEBALL OFFICIAL/COM	110.00	N
					199-36-6219.00-001-391000					
								Grand Total:	199,538.60	

End of Report

**LONE OAK INDEPENDENT SCHOOL DISTRICT
SUMMARY OF BANK ACCOUNT BALANCES
FOR THE MONTH END APRIL 2023**

	OPENING BALANCES	RECEIPTS	DISBURSEMENTS	ENDING BALANCES
<u>CHECKING ACCOUNTS</u>				
General Operating	\$ 2,625,240	784,428	1,087,499	2,322,169
	0			
Debt Service	2,003,682	30,450		2,034,132
	0			
TURF REPLACEMENT FUNDS	50,003	1		50,004
	0			
CAPITAL PROJECTS - BOND	5,654,545	195	856,813	4,797,927
TOTAL CHECKING ACCOUNTS	\$ 4,678,925	814,880	1,087,499	4,406,306
<u>TIME DEPOSITS</u>				
Texpool (General Operating)	\$ 77,996			77,996
Texpool (I & S)	4,847			4,847
American Nat'l Bank CD'S	2,301,459			2,301,459
Inwood Nat'l Bank CD	214,198			214,198
Inwood Nat'l Bank CD (I&S)	42,814			42,814
TURF REPLACEMENT CD	250,504	247		250,751
CAPITAL PROJECTS - CD#1	10,025,675	20,786		10,046,461
CAPITAL PROJECTS - CD #2	10,125,656	0	0	10,125,656
TOTAL TIME DEPOSITS	\$ 23,043,149	21,033	0	23,064,182
TOTAL ALL FUNDS	\$ 27,722,074	835,913	1,087,499	27,470,488
(Deduct) Interaccount Transfers	0	0	0	0
TOTAL FOR PERIOD	\$ 27,722,074	835,913	1,087,499	27,470,488

Fund Balance as of June 30, 2022: \$5,376,830

**ATTN: ALL CD INTEREST ABOVE IS ACCRUED INTEREST
RECEIVABLE, AND WILL BE ACCURATELY RECONCILED
TO THE DISTRICT'S GENERAL LEDGER AT YEAR END.**

LONE OAK ISD
2022 - 2023 BUDGET

GENERAL OPERATING FUND
FUND 199 - General Operating

REVENUES:	OBJECT	DESCRIPTION	(BEFORE)	(AFTER)	AMEND #1	AMEND #2	AMEND #3	AMEND #4	
			ESTIMATED REVENUES	ESTIMATED REVENUES	Dec-22		7-Mar	10-Apr	
	5700	Local / Intermediate Revenue	\$ 3,350,000	\$ 3,350,000	\$ 1,000,000	\$ -	\$ -	\$ (514,774)	\$ -
	5800	State Program Revenue	7,900,000	7,900,000				737,646	
	5900	Federal Program Revenue	250,000	250,000					
		TOTAL	\$ 11,500,000	\$ 12,722,872	\$ 1,000,000	\$ -	\$ -	\$ 222,872	\$ -

APPROPRIATIONS:	FUNCTION	DESCRIPTION	(BEFORE)	(AFTER)	AMEND #1	REALLOCATION	DIFFERENCE		
			AMEND / REALLO	AMEND / REALLO	Dec-22	Jan-23	Mar-23	Apr-23	
	11	Instruction	\$ 6,287,632	\$ 6,575,615	500,000.00	(385,243.00)	(268,500.00)	441,726.00	
	12	Instructional Resources & Media	186,899	271,399		73,500.00	11,000.00		
	13	Instructional Staff Development	13,000	7,000		(6,000.00)			
	21	Instructional Administration	38,000	144,000		106,000.00			
	23	School Leadership	774,987	769,987				(5,000.00)	
	31	Guidance and Counseling	345,411	247,911			2,500.00	(100,000.00)	
	33	Health Services	107,279	107,279					
	34	Student Transportation	722,577	879,121	420,000.00	(263,060.00)	(105,000.00)	104,604.00	
	35	Food Service	100,000	100,000		120,000.00		(120,000.00)	
	36	Cocurricular / Extracurricular	564,695	586,802		(19,893.00)	35,000.00	7,000.00	
	41	General Administration	658,650	1,030,650		297,000.00	75,000.00		
	51	Facilities Maintenance & Operations	1,105,282	1,499,428	80,000.00		175,000.00	139,146.00	
	52	Security & Monitoring Services	40,000	175,000		195,000.00	20,000.00	(80,000.00)	
	53	Data Processing	109,400	18,784		(90,616.00)			
	61	Community Services	26,688	-		(26,688.00)			
	71	Debt Services	165,000	165,000					
	93	Shared Service Arrangement	184,500	229,500			55,000.00		
	99	Other Intergovernmental Charges	70,000	70,000					
		TOTAL	\$ 11,500,000	\$ 12,877,476	1,000,000.00	0.00	0.00	387,476.00	0.00

FOOD SERVICE FUND

FUND 240 - Food Service Fund

REVENUES:		(BEFORE)	(AFTER)			DIFFERENCE		
OBJECT	DESCRIPTION	ESTIMATED REVENUES	ESTIMATED REVENUES	#1 AMENDMENT	#2 AMENDMENT			
5700	Local / Intermediate Revenue	\$ 200,000	\$ 200,000					
5800	State Program Revenue	45,000	45,000					
5900	Federal Program Revenue	465,000	465,000					
TOTAL		\$ 710,000	\$ 710,000	0.00	0.00	0.00	0.00	0.00

APPROPRIATIONS:		(BEFORE)	(AFTER)			DIFFERENCE		
FUNCTION	DESCRIPTION	AMEND / REALLO	AMEND / REALLO	#1 AMENDMENT	#2 AMENDMENT			
35	Food Service	\$ 710,000	\$ 710,000					
TOTAL		\$ 710,000	\$ 710,000	0.00	0.00	0.00	0.00	0.00

DEBT SERVICE FUND

FUND 599 - Debt Service Fund

REVENUES:		(BEFORE)	(AFTER)			DIFFERENCE		
OBJECT	DESCRIPTION	ESTIMATED REVENUES	ESTIMATED REVENUES	#1 AMENDMENT	#2 AMENDMENT			
5700	Local / Intermediate Revenue	\$ 2,149,642	\$ 2,149,642					
5800	State Program Revenue	50,000	50,000					
5900	Federal Program Revenue	-	-					
TOTAL		\$ 2,199,642	\$ 2,199,642	0.00	0.00	0.00	0.00	0.00

APPROPRIATIONS:		(BEFORE)	(AFTER)			DIFFERENCE		
FUNCTION	DESCRIPTION	AMEND / REALLO	AMEND / REALLO	#1 AMENDMENT	#2 AMENDMENT			
71	Debt Service	\$ 2,199,642	\$ 2,199,642					
TOTAL		\$ 2,199,642	\$ 2,199,642	0.00	0.00	0.00	0.00	0.00

Special Meeting

Monday, May 1, 2023 6:00 PM

Lone Oak ISD Administration Building, 8162 Highway 69 South, Lone Oak, TX
75453

Orville Gentry: Present
Nikki Haynes: Present
Donald Isenberg: Absent
Jeremy McClanahan: Present
Chris Moore: Present
Clint Patterson: Present
Justin Ramm: Present

1. Establish a quorum and call meeting to order

2. Opening Prayer & Pledges

Discussion: Orville Gentry gave the opening prayer.

3. Forum for community input

Discussion: No community input was provided.

4. CONSIDER AND ADOPT AN ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX SCHOOL BUILDING BONDS; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

5.

Action(s):

I move to approve the winning bid of Raymond James and Associates Inc. and adopt the order authorizing the issuance of unlimited tax school building bonds, series 23. This motion, made by Clint Patterson and seconded by Jeremy McClanahan, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Absent

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

6. Executive Session

Discussion: The board went into executive session at 6:08 PM

6.1. 551.074 Discuss personnel or to hear complaints
against personnel

7. **Adjournment**

Discussion: The board returned from executive
session and went back into regular session at
7:25 PM.

The board adjourned at 7:25 PM.

Board Secretary

Regular Meeting

Monday, April 24, 2023 7:00 PM

Lone Oak ISD Administration Building, 8162 Highway 69 South, Lone Oak, TX 75453

Orville Gentry: Present
Nikki Haynes: Present
Donald Isenberg: Present
Jeremy McClanahan: Present
Chris Moore: Present
Clint Patterson: Present
Justin Ramm: Absent

1. Establish a quorum and call meeting to order

2. Opening Prayer & Pledges

Discussion: Clint Patterson gave the opening prayer.

3. Forum for community input

Discussion: No community input was provided.

4. Discuss and possibly name the high school principal for the 2023-2024 school year.

Action(s):

Motion to name Steve Morrow as the High School Principal for the 2023- 2024 school year. This motion, made by Donald Isenberg and seconded by Clint Patterson, Passed.

Voting Detail:

Orville Gentry: Yea

Nikki Haynes: Yea

Donald Isenberg: Yea

Jeremy
McClanahan: Yea

Chris Moore: Yea

Clint Patterson: Yea

Justin Ramm: Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

Discussion: The Board moved item number seven up to take place prior to item number four. The Board entered into executive session at 7:01 PM and returned at 7:57 PM.

5. Discuss and possibly approve the upgraded intercom and security system for high school and administration buildings for the safety grant allotment

Action(s):

Motion to approve the upgraded intercom and security system for the high school and administration building for the safety grant

allotment. This motion, made by Donald Isenberg and seconded by Nikki Haynes, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

6. **Discuss and possibly approve staff retention bonus**

Action(s):

Motion to approve a \$1,000 across the board for all returning LOISD employees. This motion, made by Clint Patterson and seconded by Orville Gentry, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

7. **Executive Session**

Discussion: The Board moved item number seven up to take place prior to item number four. The Board entered into executive session at 7:01 PM and returned at 7:57 PM.

7.1. 551.074 Discuss personnel or to hear complaints against personnel

8. **Adjournment**

Discussion: The board adjourned this meeting at 7:58 PM.

Board Secretary

Special Meeting

Monday, April 17, 2023 5:00 PM

Lone Oak ISD Administration Building, 8162 Highway 69 South, Lone Oak, TX
75453

Orville Gentry: Present
Nikki Haynes: Absent
Donald Isenberg: Present
Jeremy McClanahan: Present
Chris Moore: Present
Clint Patterson: Present
Justin Ramm: Present

1. Establish a quorum and call meeting to order

2. Opening prayer

Discussion: Orville Gentry gave the opening prayer.

3. Forum for community input

Discussion: No community input was provided.

4. Executive Session

Discussion: The Board adjourned into executive session at 5:05 PM

4.1. 551.074 Discuss personnel or to hear complaints against personnel

4.2. Conduct a callback interview for the High School Principal position

5. Discuss and possibly name the high school principal for the 2023-2024 school year.

Discussion: The Board reentered open session at 6:08 PM.

This item has been tabled until a later date.

6. Adjournment

Discussion: The board adjourned at 6:08 PM.

Board Secretary

LONE OAK ELEMENTARY SCHOOL

Healthy School Recognized Campus



LONE OAK ELEMENTARY SCHOOL

About Texas A&M AgriLife Extension



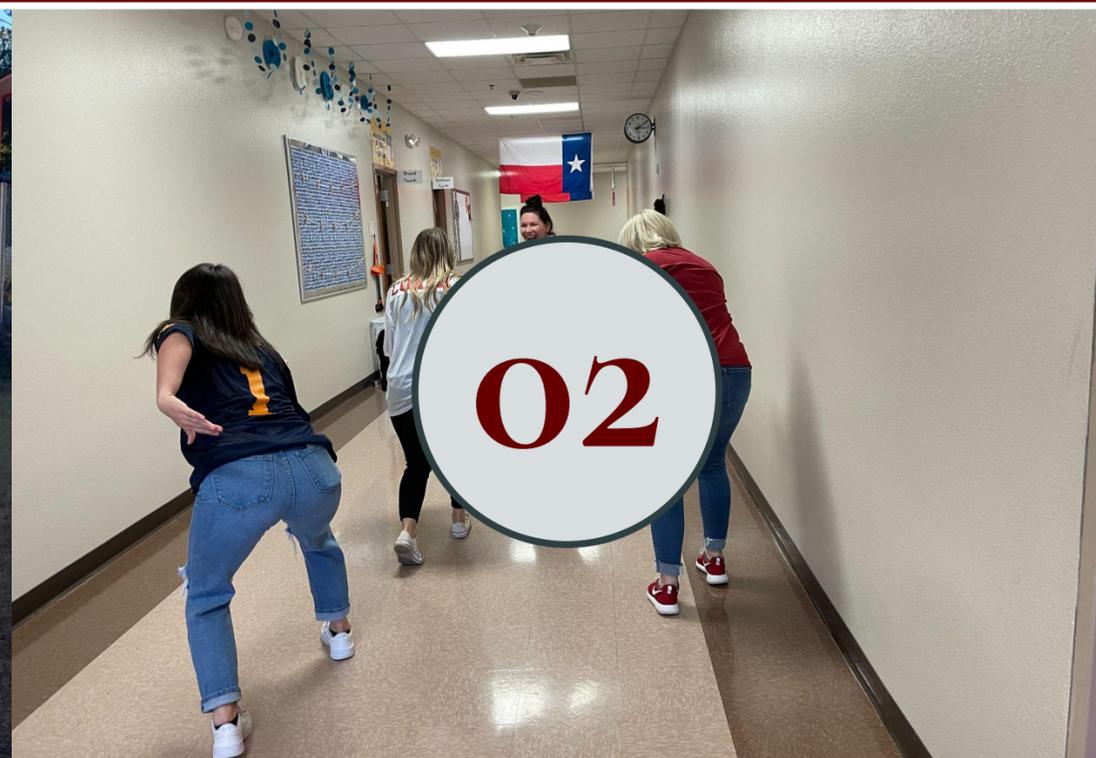
What we do?

Help Texans better their lives through science-based educational programs designed to improve the overall health and wellness of individuals, families, and communities.

Who am I?

Family & Community Health Agent
for Hunt County

Our Journey to Designation



First Program

Campus-wide
Walk Across Texas
October-December 2023

Second Program

Faculty & Staff
Walk Across Texas
October-December 2023

Third Program

All 5th Grade Students
Choose Healthy
February-March 2023



Where the Buffaloes Roam

Walk Across Texas

Youth

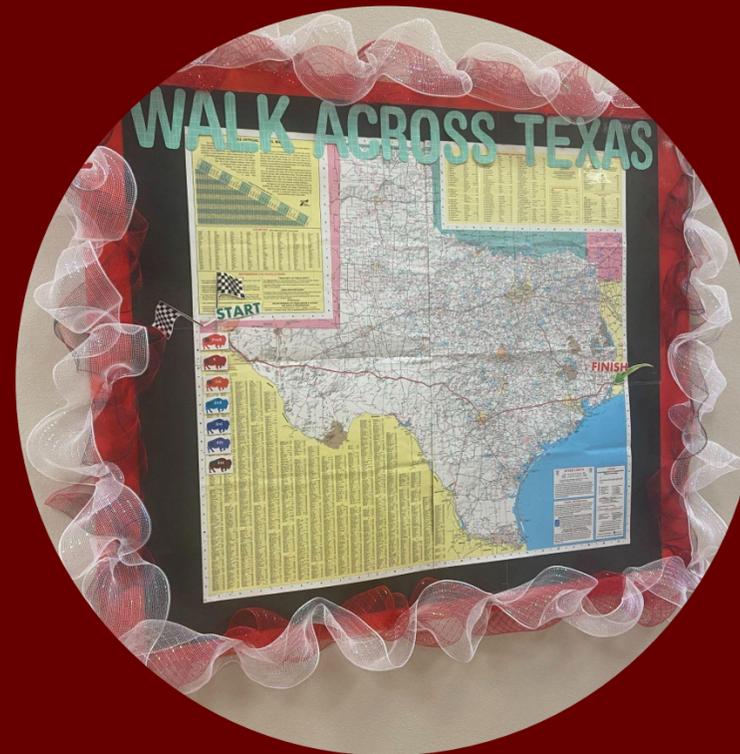
Walk Across Texas-Youth



7 Grade Level Teams
Goal: 832 miles in
8 weeks



We accumulated miles
during daily PE Class

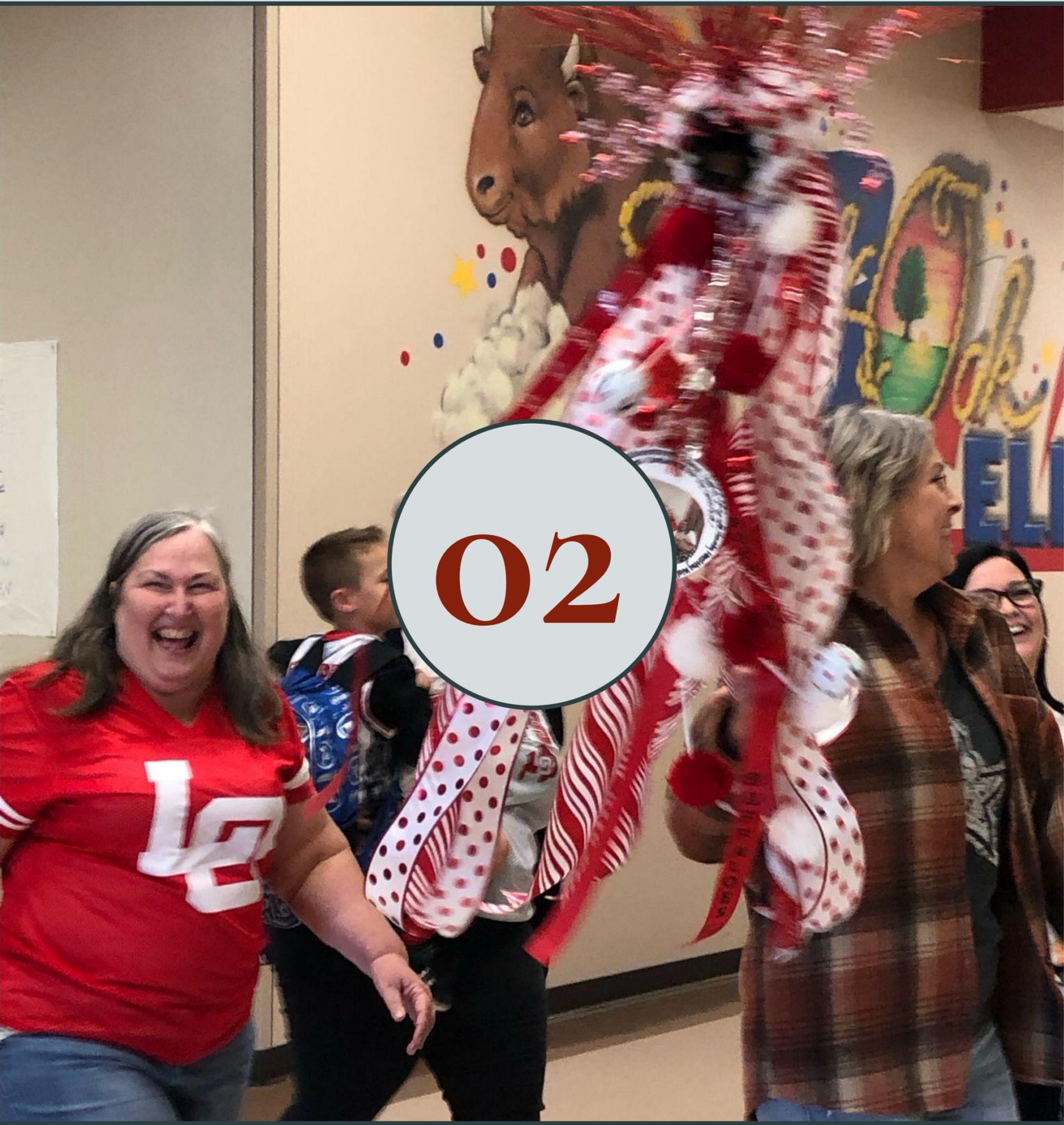


Weekly grade level miles
were tracked

Walk Across Texas
LEAGUE STANDINGS
Week 8

RANK	TEAM NAME	MILES WALKED
01	 3RD GRADE	1014 Miles
02	 5TH GRADE	981 Miles
03	 1ST GRADE	851 Miles
04	 2ND GRADE	846 Miles
05	 4TH GRADE	835 Miles
06	 KINDERGARTEN	833 Miles
07	 PREK	832 Miles
TOTAL MILES WALKED		6199 Miles

3rd grade was the
winning Grade level
walking 1014 miles!



Where the Buffaloes Roam

Walk Across Texas

Adult

Walk Across Texas-Adult



8 Grade Level Teams
Goal: 832 miles in
8 weeks



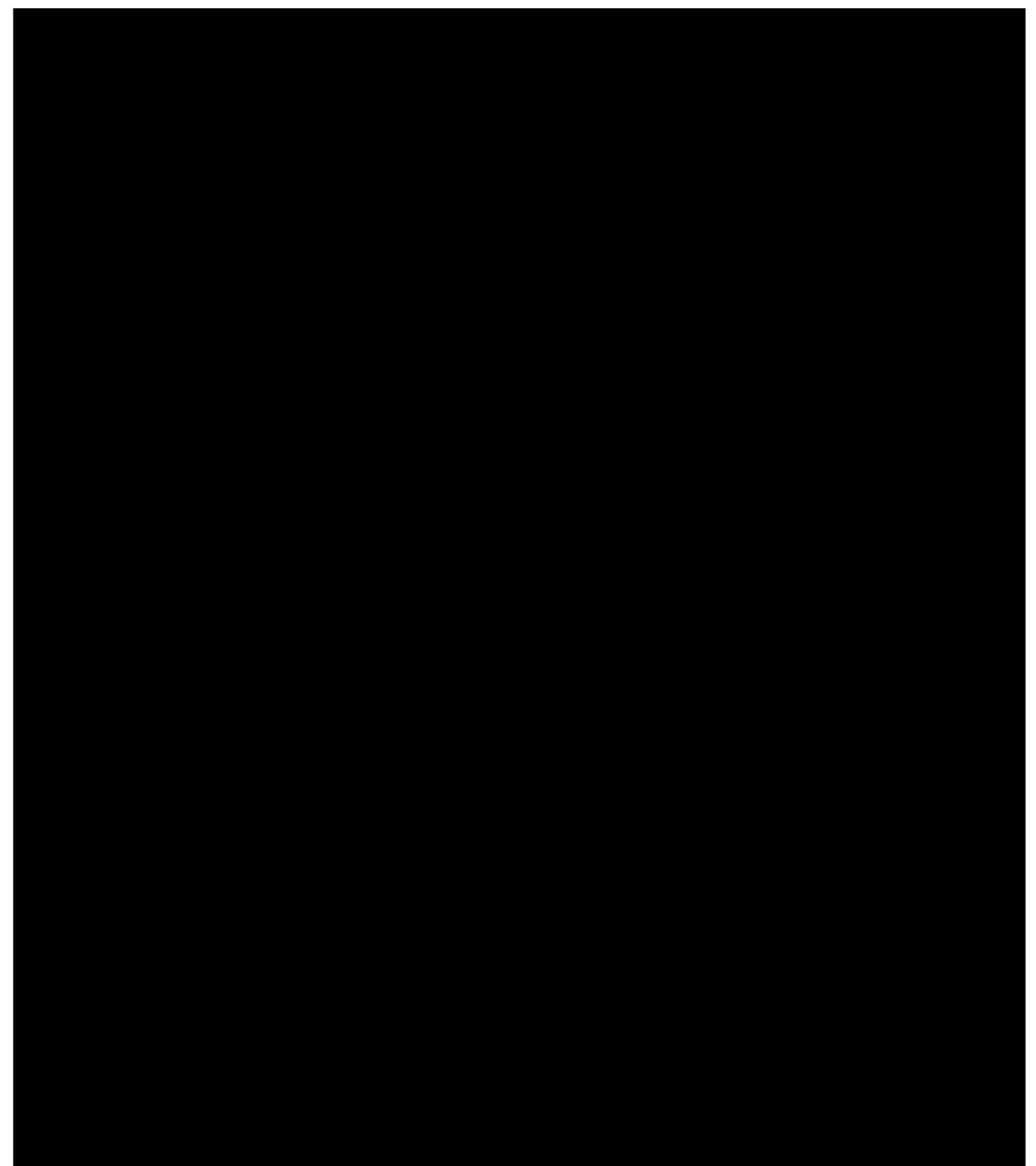
Accumulated miles were
logged via the Howdy
Health Portal



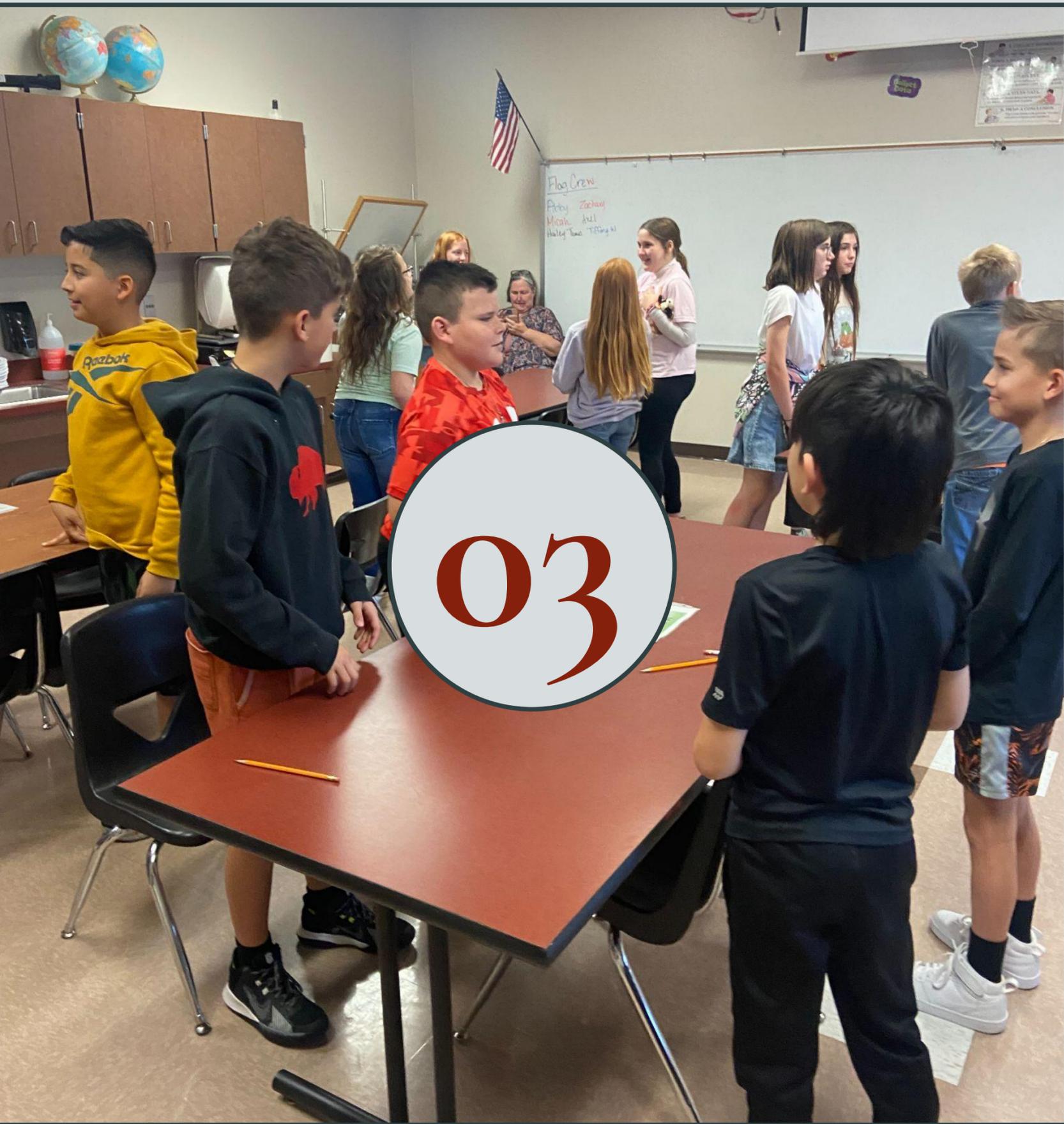
Weekly Spirit Stick
winners were awarded!



The Misfits were the
winning team walking
1689 miles!







Choose Healthy Series

All 5th Grade

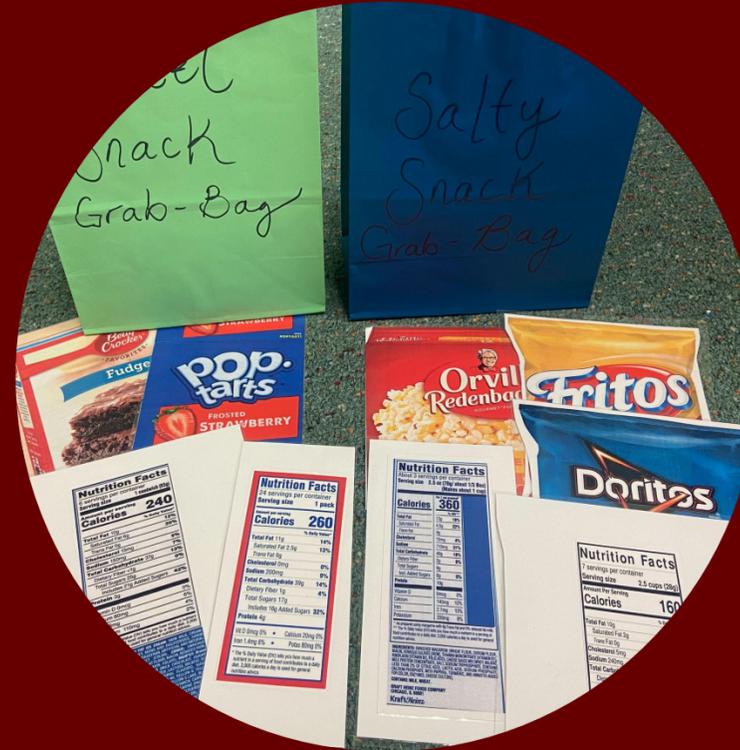
Choose Healthy-Youth



All About MyPlate



Healthy Hydration and Rethinking Your Drink



Read It Before You Eat It
Reading Nutritional
Fact Labels



Healthier Food Fast and
Blubber Burgers



Thank you!

Mary Shockley, M.Ed.

Family & Community Health Agent | Hunt County

2217 Washington Street | Greenville, Texas 75401

(903) 455-9885 (office) | (903) 455-9650 (fax)

Email: mary.shockley@ag.tamu.edu



TEXAS A&M
AGRILIFE
EXTENSION

**FAMILY &
COMMUNITY HEALTH**



FamilyFirst
HOME HEALTH

**RUTHERFORD,
TAYLOR &
COMPANY, P.C.**
Certified Public Accountants

3500 Joe Ramsey Blvd

Greenville, Texas 75401

(903) 455-6252

Fax (903) 455-6667

April 24, 2023

Lone Oak Independent School District
Ms. Janee' Carter, Superintendent
8162 Hwy 69 South
Lone Oak, TX 75453

We are pleased to confirm our understanding of the services we are to provide Lone Oak Independent School District ("District") for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules – General Fund
- 3) Budgetary Comparison Schedules – Major Special Revenue Funds (with legally adopted budgets), if any.
- 4) Schedules of the District's Proportionate Share of the Net Pension Liability – Teacher Retirement System of Texas
- 5) Schedule of District Contributions – Teacher Retirement System of Texas
- 6) Schedules of the District's Proportionate Share of the Net OPEB Liability – Teacher Retirement System of Texas
- 7) Schedule of District OPEB Contributions – Teacher Retirement System of Texas

We have also been engaged to report on supplementary information other than RSI that accompanies the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards and Related Notes

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1) Schedules of Delinquent Taxes Receivable
- 2) Budgetary Comparison Schedule – Food Service Fund
- 3) Budgetary Comparison Schedule – Debt Service Fund
- 4) Schedule of Required Responses to Selected Schools FIRST Indicators
- 5) Schedule of Required Responses to State Mandated Programs

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

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

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

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

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors. In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

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

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

Audit Procedures—Compliance

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

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

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

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

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

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to publishing financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare any cash or other confirmations we request and will locate any documents selected by us for testing. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

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

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

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

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

Robert K. Lake is the engagement shareholder and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Rutherford, Taylor & Company, P.C.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. We expect to issue our reports no later than November 26, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$ 20,375. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion of the engagement. If we elect to terminate our services for nonpayment or for any other reason, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

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

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

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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

Very truly yours,

Robert K. Lake, CPA
Rutherford, Taylor & Company, P.C.

RESPONSE:

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

By _____

Title: _____

Date: _____



2023-2024 Legal Services Program Agreement for TREA Members

In accordance with Board Policy BDD(LOCAL), the undersigned (“*Client*”) retains the law firm of Powell Law Group, LLP (“*Firm*”) to serve as the Client’s general legal counsel and attorney in matters requiring legal services, as requested by Client. Services to be performed and compensation to be paid by the Client are set forth in this Legal Services Program Agreement (“*Agreement*”) between the Client and the Firm.

Legal Services – By joining the Texas Rural Education Association (“TREA”), members may participate in the Firm’s Legal Services Program and receive the following legal services:

- Prompt access to a school attorney (including access after-hours).
- Toll-free telephone access (800-494-1971).
- Electronic ***Ed Clips!*** and ***Client Alerts***.
- Teacher/SPED/Administrator/Other trainings are available at a reduced rate.
- All requested legal services at Firm’s reduced TREA LSP member hourly rate.
- Complimentary insurance audit evaluating all existing insurance coverage upon request of Client.
- General and special education counsel legal services.
- Access to Center for School Governance training (*See enclosure*).

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Additional Transaction Services

- Government relation services are offered under individual government relations or coalition agreements.
- The Firm is a leading public finance firm recognized by the *Bond Buyer’s Municipal Market Place (Red Book)* and performs bond counsel services at the Client’s request. Bond counsel services are provided through bond counsel agreements. Cost and fees are paid as a part of cost of issuance.

Client shall receive prompt responses to all legal inquiries. The Firm responds to any “question calls” (that is, telephone consultation of a routine nature that requires no research or drafting effort and that is not part of an ongoing legal matter) at no charge. The Firm regularly publishes ***Ed Clips!*** and ***Client Alerts*** on subjects of interest to school administrators. Training and resource materials are generated for each training session and presented in a format that Client may distribute. If Client desires training sessions, training will be provided at the Firm’s reduced LSP member hourly rate.

Annual Retainer and Hourly Fees – Client agrees to an annual TREA membership fee for participation in the Firm’s Legal Services Program for the 2023-2024 School Year. The TREA membership cost has not increased this year. (***Firm’s annual retainer is waived for TREA member districts***). All requested legal services shall be provided at the Firm’s reduced LSP member rate.

Monthly Statements – Firm attorneys maintain daily time records in 1/10-hour increments. Monthly invoices identify the person performing the work, describe the legal work performed, and record the time



expended on each task. Invoices provide separate totals for services and expenses, followed by a combined total of services and costs. Fees and expenses are due and payable within thirty days after the date of billing.

Expenses – As part of the computation of legal fees, the following costs are billed at the amount incurred by the Firm: court costs, deposition costs, postage, filing fees, travel expenses, courier fees, consultant’s fees and other professional fees incurred on Client’s behalf (including specialized counsel), and other disbursements. Expenses are included separately within each invoice. (*See Schedule of Fees and Expenses*).

Of Counsel – Client understands that attorneys may serve the Firm in an Of Counsel relationship. Client consents to the involvement of attorneys in an Of Counsel relationship to the Firm and understands that these individuals may be involved from time to time in the delivery of the Firm’s legal services.

Insurance Defense – Client shall make every effort to require its insurance carrier to assign its litigation cases to the Firm. Client agrees that any costs or time incurred by the Firm on litigation, but not paid by Client’s insurer(s), shall be borne by Client. 44

Termination and Withdrawal – This Agreement may terminate, and the Firm may withdraw from Client’s representation at any time if:

- (a) Client or the Firm requests termination.
- (b) Client insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good-faith argument for an extension, modification, or reversal of existing law; or,
- (c) Client insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules or disregards an agreement or obligation to the Firm as to expenses or fees for services rendered.

In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to the rights of Client, including giving due notice to Client, allowing time for employment of other counsel, delivering to Client all papers and property to which Client is entitled, and complying with the applicable laws and rules.

CLIENT UNDERSTANDS THAT THE FIRM HAS MADE NO REPRESENTATION CONCERNING THE SUCCESSFUL OUTCOME OF ANY LEGAL ACTION THAT IS OR MAY BE FILED AND HAS NOT GUARANTEED THAT THE FIRM WILL OBTAIN REIMBURSEMENT TO CLIENT OF ANY OF THE FEES, COSTS, AND/OR EXPENSES INCURRED BY CLIENT IN THE PROSECUTION OR DEFENSE OF SAID CLAIM OR CLAIMS. CLIENT FURTHER EXPRESSLY ACKNOWLEDGES THAT ALL STATEMENTS OF ATTORNEY ON THESE MATTERS ARE STATEMENTS OF OPINION ONLY.

Confidentiality – Conversations between an attorney and a client are protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal anything that a client says to him or her, except in instances where a person’s life may be endangered or as prescribed by



section 261.101 of the Texas Family Code regarding child abuse. The reason for this protection is that the experience of many hundreds of years has proved that the interests of the client are best served when the client's attorneys are fully informed of *all* the facts well in advance of any possible contest.

Electronic Mail – The Firm will attempt to promptly check for and respond to any e-mail correspondence from Client. Client understands that e-mail correspondence is not as secure as mail through the Postal Service and that e-mail can be intercepted by third parties. By the sending of an e-mail to the Firm, Client consents to the Firm responding and using e-mail in the future to communicate with Client and Client bears all risks of the loss of privacy that may occur with e-mail communication and releases the Firm from any liability for loss of privacy.

Information and Communication – The Firm pledges to do its best to keep Client advised on how any legal matter is progressing, based on information received from the court, opposing party, and from Client. The Firm routinely sends to Client copies of all pleadings, discovery, and correspondence for⁴⁵ Client's information. Day-to-day communication between Client and the Firm is typically between the Superintendent (and appropriate administrative staff) and the Firm. The LSP Response Form below invites the Superintendent to identify specific staff members, if desired, who are authorized to access the services of the Firm. In accordance with this written Agreement and Board Policy BDD(LOCAL), individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when seeking advice or information from the District's legal counsel. A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

Duty to Advise of Current Address – Client agrees to keep the Firm advised of any changes in address, all telephone numbers, and e-mail addresses.

Records Management and Destruction of File – Client's records management officer is responsible to ensure compliance with the applicable minimum retention schedules. The Firm shall return any original instruments to Client; however, **unless notified to the contrary, in writing, the Firm reserves the right and privilege to destroy files five (5) years from the date a file matter is closed.** If Client fails to request, in writing, the return of any items, Client consents that said items may be destroyed after the passage of five (5) years from the date the file or matter is closed.

Texas Lawyer's Creed – The Texas Supreme Court and the Texas Court of Criminal Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The Creed requires Texas attorneys to advise clients of the contents of the Creed when undertaking to represent a client. A copy of the Texas Lawyer's Creed is attached to this Agreement for Client's review. Client understands that the Firm may do nothing which violates this Creed.

Notices to Client – The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free call. In compliance with TEX. GOVT. CODE § 2270.002, the Firm hereby affirms that it has not and will not



boycott Israel during the term of this Agreement and that it is not identified on a list prepared and maintained under TEX. GOVT. CODE §§ 806.051, 807.051, or 2252.153.

Texas Law – Texas law shall govern this Agreement. If any part or provision of this Agreement shall be held to be illegal, then such illegal provision shall be deleted, shall not affect any other part of this Agreement, and this Agreement shall be construed as if such illegal provision had never been contained herein.

Schedule of Fees and Expenses

Members of the Firm’s Legal Services Program receive a reduced hourly fee for services from the Firm’s attorneys, as well as “question call” services at no cost to Client. The Firm has a sliding fee scale for attorneys, based upon the experience of the attorney. The maximum hourly rate for PLG attorney time is currently \$300.00 per hour (reduced from the full fee of \$400.00 per hour for non-LSP members). Fees may be charged for paralegal services or administrative services at a billing rate of \$100.00-\$150.00 per⁴⁶ hour. The Firm reserves the right to increase its hourly rate during the term of this Agreement, particularly in the event of unanticipated increases in the costs of doing business, but only after first providing Client with notice of the proposed change in rates and permitting Client the opportunity to terminate the Agreement. The Firm charges attorney time on the following fee scale:

Partner/ of Counsel	\$300.00 per hour
Senior Associate	\$285.00 per hour
Junior Associate	\$250.00 per hour
Senior Law Clerk	\$170.00 per hour
Paralegal	\$150.00 per hour
Legal Assistant	\$100.00 per hour
Travel Time	One-half the hourly rate

PLG charges only for expenses which represent direct costs of the delivery of legal services. Expenses are to be billed as follows:

In-house photocopies	\$0.25 per copy
Electronic Library Charges	\$95.00 per hour (not to exceed \$300/month)
Telicon	No charge
Bill Summaries	No charge
Outside photocopy services	At cost as billed by provider
Postage	At cost
Litigation expenses (consultants, expert witness, court reporter, graphic exhibits)	At cost
Mileage (No charge for return trip):	\$0.655/mile (or current IRS rate)
Travel/Lodging	At cost
Courier Services	At cost



A handwritten signature in blue ink, appearing to read 'Blake G. Powell', is written above a horizontal line.

Blake G. Powell, Partner
Powell Law Group, LLP

A handwritten signature in blue ink, appearing to read 'Jay Youngblood', is written above a horizontal line.

Jay Youngblood, Partner
Powell Law Group, LLP

EXECUTED ON BEHALF OF THE LEGAL SERVICES PROGRAM MEMBER CLIENT BY:

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Signature

Date

Printed Name: _____

Title: _____

Client Name: _____

[This original is for your file.]



A handwritten signature in blue ink, appearing to read 'Blake G. Powell', written over a horizontal line.

Blake G. Powell, Partner
Powell Law Group, LLP

A handwritten signature in blue ink, appearing to read 'Jay Youngblood', written over a horizontal line.

Jay Youngblood, Partner
Powell Law Group, LLP

EXECUTED ON BEHALF OF THE LEGAL SERVICES PROGRAM MEMBER CLIENT BY:

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Signature

Date

Printed Name: _____

Title: _____

Client Name: _____

[Please return this page in the self-addressed, stamped envelope enclosed.]



2023-2024 Legal Services Program Response Form

-
- Yes, I would like to enroll in Powell Law Group’s TREA Legal Services Program for the 2023-2024 School Year. I am enclosing a check made payable to the Texas Rural Education Association for the 2023-2024 Membership.
 - Yes, I would like to enroll in Powell Law Group’s TREA Legal Services Program for the 2023-2024 School Year. Please ask TREA to invoice me the 2023-2024 TREA LSP membership fee.
 - Yes, I would like to enroll in Powell Law Group’s TREA Legal Services Program for the 2023-2024 School Year. Our school district has paid TREA for the 2023-2024 TREA LSP membership.

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Name: _____ Title: _____

School: _____ Date: _____

Superintendent’s Current Electronic Mail Address: _____

Client’s Tax-Exempt ID No.: _____

Other administrators/categories of administrators authorized to contact Firm:

Name/Email: _____

Special Education/504 Contact: _____

Business Manager/CFO: _____

Board President E-mail: _____

Electronic mail address of other administrator(s) who wish to receive PLG’s *Ed Clips!* & *Client Alert!*:

Powell Law Group, LLP

EIN No.: 74-2768755

[Please return this form in the self-addressed, stamped envelope enclosed.]



Form 1295 Disclosure Requirements

In compliance with Section 2252.908 of the Texas Government Code, please return this form to our firm so that we may file our disclosure.

Name of District: _____

Contract Number: _____

(The contract number can be any set of numbers or a combination of numbers and letters less than 30 characters. For example, XYZ Independent School District could have XYZISD 2023 as its contract number.)

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Description of Goods for Services: Legal Services _____

Contact Person for Disclosures: _____

E-mail Address for Contact Person: _____

[Please return this form in the self-addressed, stamped envelope enclosed.]

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Powell Law Group, LLP

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

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N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

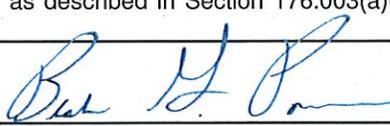
Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

1/1/2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



April 11, 2023

Via First Class Mail

Mrs. Janee' Carter
Superintendent of Schools
Lone Oak Independent School District
8162 Highway 69 South
Lone Oak, TX 75453-5305

Re: Annual TREA Legal Services Program Agreement

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Dear Mrs. Carter,

Thank you for your consideration of Powell Law Group, LLP's Legal Services Program. Powell Law Group offers participation in our Legal Services Program for Texas Rural Education Association (TREA) members with no annual retainer agreement. Our TREA legal services program is designed so that district representatives, such as the Superintendent, Board President, and the Special Education Director (or their designees) can easily seek advice from attorneys as needed and at their convenience. The Powell Law Group will solve your legal problems in a candid and ethical manner, emphasizing long-lasting solutions and relationships.

Powell Law Group is a full-service, state-wide law firm whose mission is to provide the highest quality personalized training and comprehensive legal service to school districts. Our attorneys are both counselors and advocates, dedicated to an uncompromising commitment to excellence and client service. Since the firm was established in 1996 with the principal office located just minutes from downtown Austin, our approach to the practice of law has always involved early consultation and intervention, client training, and timely responses to client concerns. Much has changed over the last two decades. Despite our growth and evolution, our original mission remains the same—to provide trusted counsel and exceptional service. The firm's resources and areas of expertise encompass the entire gambit of legal services. We have a hard-earned reputation as counselors and advocates with a passion for public education and unparalleled commitment to client service. Our clients are as diverse as the great state of Texas.

As a part of this program, we offer 1 hour of **free legal consultations** on topics such as public finance (bonds), governmental relations, and a host of other topics. You are only invoiced if one of our attorneys must research, write, or do additional work outside of providing advice over the phone.

Powell Law Group understands budgets are tight. Therefore, our rate structures are some of the most competitive you will find. **As part of the TREA Legal Services Retainer Agreement,**

clients will receive:

- One hour of Board Training.
- Digital newsletters – *Ed Clips* – sent electronically covering informative and useful topics in education.
- *Client Alerts* – sent electronically as needed covering “call to actions” when the legislature is meeting and any topic our clients need to know about quickly.
- Discounted rates on all additional legal services or training as needed.
- Membership in the Texas Rural Broadband Coalition.
- TREA Membership Dues Structure remains unchanged.

Enclosed you will find a Legal Services Program Agreement. If your District chooses to participate, please sign and return the second signature page, the 2023-2024 Legal Services Program Response Form, and the Form 1295 Disclosure Requirements page electronically or by mail (a stamped, self-addressed envelope is enclosed for your convenience).

We have enclosed an updated Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ). We are standing by and ready to comply with the disclosure requirements required by Section 2252.908 of the Government Code. Please provide a new contract number so that we may submit the necessary information online to ensure that both the District and our firm are in compliance.

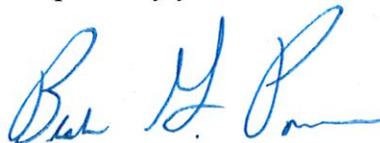
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In addition, you will also find more information on Texas Rural Broadband Coalition (TRBC) along with a resolution from TRBC for your Board to consider regarding broadband service and a QR code with a survey link so that TRBC can better understand your internet needs. Once your Board passes the resolution, please provide our office with a copy. We encourage your District to become a part of the TRBC and to send a message that will help expand broadband service across Texas.

We would appreciate the opportunity to work with you and the Lone Oak Independent School District in the 2023-2024 school year and in the future. We hope you see the value in signing this agreement and return it promptly so we may serve your legal needs. At Powell Law Group, our clients come first. We will work to earn your trust every day.

With best regards, I am

Respectfully yours,



Blake Powell
For the Firm

Enclosures



**RESOLUTION OF LONE OAK INDEPENDENT SCHOOL DISTRICT'S
BOARD OF TRUSTEES REGARDING DEPENDABLE,
AFFORDABLE, BROADBAND ACCESS**

WHEREAS, the Board of Trustees of Lone Oak Independent School District is empowered by Texas Education Code §11.1515 to provide oversight regarding student academic achievement and strategic leadership for maximizing student performance; and,

WHEREAS, the Lone Oak Independent School District is committed to providing the highest quality education to its students in preparation for college, university, trade school, careers, citizenship, and lifelong learning; and,

WHEREAS, during the pandemic, school districts became intimately aware of the fact that not all school districts, schools, homes, and businesses have the same access to reliable internet. Students in rural school districts often incur challenges with remote learning while quarantined or ill; and,

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WHEREAS, the Texas Education Agency intends to administer the 2023 STAAR tests through an on-line platform;

WHEREAS, no student should be placed at a disadvantage in academic performance or assessment due solely to geographic residence or because their family cannot afford reliable internet access.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Lone Oak Independent School District adopts the recitals above as findings of fact.

BE IT FURTHER RESOLVED that the Lone Oak Independent School District joins the Texas Rural Broadband Coalition.

BE IT FURTHER RESOLVED that, on behalf of students and educators alike, the Lone Oak Independent School District requests that Governor Gregg Abbott, the Comptroller, and the Texas Education Agency act promptly to create a statewide broadband internet service plan to ensure equitable and affordable opportunities for rural students to access fully the benefits and privileges of the Texas public school system without regard to geographic residence. We appreciate that our Governor, Lt. Governor, Speaker, and other legislators have made broadband a priority. We will support the initiative to get reliable internet service to rural Texas.

Adopted this the ___ day of _____, 2023, by Lone Oak Independent School District's Board of Trustees.

Board President

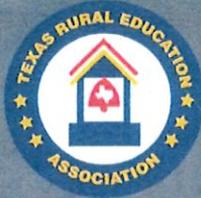
Board Secretary



TRBC

Join the Coalition

www.txrbc.com



TRBC

Texas Rural Broadband Coalition (TRBC) strives to create a better future for rural Texas by creating opportunities to expand the access to and the use of broadband in rural communities. We believe that all Texans, no matter the size of their community, should have dependable and affordable access to high-speed internet. TRBC was formed to expand broadband internet service to every rural county in Texas. We see broadband as the equivalent to rural electrification. It is critical to commerce and education. Dependable broadband will help to bridge the inequality of access to information and opportunity. The COVID-19 crisis brought to light the major disparities rural Texans experience in accessing highspeed internet for remote education, work, and healthcare. Having reliable internet access is a basic need. High speed broadband access in rural Texas will bring benefits to education, telemedicine, economic development, and agriculture. Broadband will help communities attract companies and jobs and keep established companies from leaving town and help them grow. Dependable broadband will also help younger people to stay in their hometowns or come back after college as well as help attract new residents.

The future of Texas depends on well-connected, successful and strong rural communities. Having the infrastructure to stay connected is critical. Texas Rural Broadband Coalition is dedicated to working with rural communities to develop and implement solutions to the unique challenges they face.

www.txrbc.com

Consulting Agreement

This Agreement made this 1st day of November, by and between the Lone Oak Independent School in the city of Lone Oak, Texas, hereinafter referred to as School Food Authority (SFA) and WALKER QUALITY SERVICES, a Texas company, hereinafter referred to as (WQS), who agrees as follows:

1. SCOPE AND PURPOSE

- 1.1. This Agreement sets forth the terms and conditions upon which the SFA retains WQS to consult for the district's "Food Service" program (i.e., food and beverage facilities including the preparation, service and sale of food, beverages, goods, merchandise, and other items), which are maintained as an integral part of SFA's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by the SFA.
- 1.2. The SFA retains WQS as its exclusive agent to consult for the SFA's Food Services as described in this Agreement.
- 1.3. WQS shall provide one (1) off-site Food Service Consultant to make recommendations to the SFA in the operations of SFA's Food Service program. All Food Service employees, including one (1) on-site Food Service Director, shall be employees of the SFA and shall be compensated directly by the SFA. SFA shall purchase food and supplies and shall process and pay the related invoices directly.
- 1.4. The SFA will supervise and control the daily operation of the food service with respect to all matters (including working conditions for the food service employees and the safety, sanitation, and maintenance of the food service facilities) in accordance with recommendations made by WQS's Food Service Consultant and as agreed to with the SFA. The SFA may make reasonable regulations with regard to all such matters.
- 1.5. The SFA shall retain control of the quality, extent, and general nature of the food service program and the prices to be charged.
- 1.6. The SFA shall have the right to use WQS marketing materials, signature programs, safety programs, and related materials during the term of this Agreement. SFA's use of such materials shall not create, right, title, interest or copyright in such materials, and SFA shall not retain such materials beyond the termination of the Agreement.
- 1.7. All income accruing to the SFA from the food service program shall remain in the program.
- 1.8. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the Texas Department of Agriculture (TDA) and the United States Department of Agriculture (USDA) regarding the school food service program.
- 1.9. WQS shall comply with the rules and regulations of Texas Department of Agriculture and the USDA and any additions or amendments thereto.
- 1.10. WQS shall provide training and staff development programs and events shall be offered to the SFA's staff. All expenses shall be a direct cost of the operation including, travel related expenses. Such expenses shall be pre-approved by the SFA before invoiced by WQS.

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2. FREE AND REDUCED MEAL POLICY

- 2.1. The written policy of the SFA requiring feeding of needy children free or at reduced price shall apply to the food service operation.
- 2.2. The SFA shall be responsible for the implementation of this policy.
- 2.3. The SFA shall make appropriate and adequate financial arrangements for funds to defray the necessary costs of the service of free or reduced price meals to needy children.
- 2.4. The SFA shall be responsible for the approval, establishment, and maintenance of the free and reduced price applications, including direct certification and verification activities.
- 2.5. Meals shall be served and proper accurate pupil participation records shall be maintained by the SFA.

3. MENUS

- 3.1. The SFA Food Service Director shall provide the menus using a licensed version of "Mosaic Menu System ("System") in conformance with the TDA, and USDA's requirements. The System is proprietary to the SFA and shall remain proprietary. In no way does WQS's use of the System in providing services to the SFA convey any rights to operate outside of this system.
- 3.2. It is the responsibility of the SFA to assure that meals prepared, served and claimed for reimbursement comply with Federal and State requirements. WQS will assist in writing menus and creating new options.

4. EMPLOYEES

- 4.1. WQS shall comply with all wages and hours of employment requirements of federal and state law.
- 4.2. All employees of WQS shall be paid in accordance with the Fair Labor Standard Act, as amended, and any other applicable federal and state statutes.
- 4.3. WQS shall comply with the implementing regulations of the USDA issued hereunder and any additions of amendments thereto.
WQS shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service operations, including but not limited to Titles VI and VII for the Civil Rights Act of 1964 and the implementing regulations of the USDA issued hereunder and any additions or amendments thereto.
- 4.4. WQS shall provide Worker's Compensation and unemployment insurance for its full-time employees.
- 4.5. WQS shall instruct its employees to abide by the policies, rules and regulations with respect to use of SFA premises as established by the SFA from time to time and which are furnished in writing to WQS.

5. LICENSES, FEES AND TAXES

- 5.1. WQS shall be responsible for paying all applicable taxes and fees, including but not limited to excise tax, state and local income taxes, payroll, and withholding taxes, unemployment taxes, and workers compensation payments for its employees and hold the SFA harmless for all claims arising under such taxes and fees.
- 5.2. The SFA shall obtain and post all licenses, permits and food handler's cards as required by federal, state, or local law.
- 5.3. The SFA shall maintain applicable health certification.

- 5.4. **INCOME AND REIMBURSEMENT FROM TEXAS DEPARTMENT OF AGRICULTURE.** The SFA shall receive all income from the program(s) and deposit it in the school food services fund accounts.
- 5.5. Authority to sign claims for reimbursement from the Texas Department of Agriculture remain with the SFA.
6. **ACCOUNTING REPORTS AND REIMBURSEMENT TO CONSULTANT**
- 6.1. The SFA shall pay WQS' Administrative/Service Fee of Two Thousand Two Hundred Dollars (\$2,200.00) to be billed monthly. Mileage will be billed at standard IRS rates. If other districts come on board, mileage will be deleted. *Not to exceed \$450 monthly.*
- 6.2. The Business Manager or authorized representative designated by the SFA shall supervise and arrange for the audit of all administrative and financially related operations.
- 6.3. The SFA shall make payment to WQS within ten (10) days after receipt of monthly invoices for the direct costs of Food Service operation. SFA shall pay interest on amounts past due at the less of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.
- 6.4. Books and records of WQS pertaining to the school feeding operations shall be kept on file for five (5) years after the end of the federal fiscal year to which they pertain, or for such other period which the Secretary of Agriculture or appropriate state officials may from time to time determine; provided however, that if audit findings have not been resolved, the records shall be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.
7. **PERFORMANCE SECURITY, INSURANCE, HOLD HARMLESS**
- 7.1. Indemnity
- 7.1.1. WQS shall indemnify and hold harmless the SFA or any employee, director, or agent of the SFA, from and against all claims, damages, loses, and expenses (including attorney fees incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages or destruction of property, resulting to any third person or pensions, corporation, partnerships or associates caused by any act, omission, failure or neglect of WQS and its agents, servants, or employees, or other persons under its supervision or direction in performance of its obligations under the terms of this Agreement. ("Other persons" as used in the previous sentence includes the SFA employees under the supervision of WQS.) WQS shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the negligent acts of the SFA.
- 7.1.2. The SFA shall indemnify and hold harmless WQS or any employee, director or agent of WQS, from and against all claims, damages, losses and expenses (including attorney fees incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages or destruction of property, resulting to any third person or persons, corporation, partnerships or associations caused by any act, omission, failure or neglect of the SFA, its agents, servants or employees, or other persons under its supervision or direction to the extent that such liability results from the SFA's acts or omissions under the terms of this Agreement. The SFA shall not be

required to indemnify or hold harmless WQS from any liability or damages arising from the negligent acts of WQS.

- 7.1.3. The foregoing provisions concerning contribution and indemnification shall not apply to WQS or the SFA's liability to their employees under applicable Worker's Compensation laws. Nor shall the foregoing be deemed a waiver of any defenses to which WQS or the SFA may be entitled under applicable Worker's Compensation laws. Nor shall the foregoing be deemed to be a relinquishment or waiver of any kind of the SFA's applicable limitations of liability under federal or Texas laws.
- 7.1.4. The SFA shall keep its buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion and similar casualties.
- 7.1.5. Each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard form fire insurance policies with extended coverage endorsements.

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8. TERM AND TERMINATION

- 8.1. The term of this Agreement shall commence on November 1st, 2022-June 31st, 2023. ("Agreement Period") and shall be subject to renewal on an annual basis, upon the mutual written agreement of the parties, unless terminated earlier as provided below. If contract is not terminated after end date, it will roll forward and same rates and terms will apply.
- 8.2. In the event either party breaches a provision of the Agreement, the non-defaulting party may terminate the Agreement for cause by giving ten (10) days written notice in the case of non-payment and sixty (60) days written notice in the case of any other breach. If the default is remedied prior to the proposed termination date, the non-defaulting party has the option of revoking said termination.
- 8.3. WQS and the SFA may each terminate this Agreement without cause by providing ~~sixty (60)~~ ^{thirty} days' written notice to the other party of its intent not to renew the Agreement. If contract is terminated, district can't use WQS menus and recipes without WQS's permission or paying for it. *AW*
- 8.4. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.
- 8.5. Catastrophe.
 - 8.5.1. With the exception of payment obligations for prior performance under this Agreement, neither WQS nor the SFA shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes beyond the reasonable control of such party, nor for real or personal property destroyed or damaged due to such causes.

9. **GENERAL**

- 9.1. This Agreement shall be construed under the laws of the State of Texas. Any action or proceeding arising out of this Agreement shall be brought in the appropriate courts of the State of Texas.
- 9.2. WQS will, during the course of fulfilling its obligations under the Agreement, conform with federal procurement standards and use and document competitive procurement procedures for obtaining all goods and services under the terms of the Agreement.
- 9.3. No provision of this Agreement shall be assigned or subcontracted without prior written consent of the SFA, except that WQS may, without prior approval and without being released from any of its responsibilities hereunder, assign the Agreement to any affiliate or wholly-owned subsidiary of WQS.
- 9.4. This Agreement constitutes the entire Agreement between the SFA and WQS and may not be changed, terminated or extended orally or by course of conduct, unless such change is mutually agreed upon in the form of a written amendment to this Agreement.
- 9.5. No waiver of any default shall be construed to be or constitute waiver of any subsequent default.
- 9.6. Payments on any claim shall not preclude the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Agreement and bid specifications.
- 9.7. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be either served personally or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:
- 9.8. If WQS recruits the director, a finder's fee of 7% of hiring salary will be paid for recruitment and training.

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To SFA: Lone Oak Independent School District
Attention: Mrs. Janee Carter Superintendent
8162 Hwy 69 South
Lone Oak Tx 75453
(903) 662-5427 Main

To WQS: Walker Quality Services
Attention: Mr. Alfred Walker, President
17411 Wild Rose Trail
Cypress, TX 77429
(832) 892-4404 Main
(713) 490-3197 Fax

And/or such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received. Sent notices shall be considered received forty-eight (48) hours after the same are deposited in the United States mail.

- 9.9. A waiver of any failure under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. This Agreement supersedes all prior negotiations, representations or agreements, if any. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. The appendixes referred to herein are made a part of this Agreement by the respective references to them. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 9.10. If any provision is unenforceable or invalid for any reason, the remainder of this Agreement shall continue in effect.
- 9.11. Should any litigation be commenced between WQS and the SFA concerning any provision of this Agreement, the prevailing party shall be entitled to a reasonable sum from the non-prevailing party for its attorney fees and costs incurred in such litigation.

10.0 Consulting Services

- 10.1 Culinary Program hands on approach to day to day operations.
- 10.2 Financial training with all managers on data and costs. "Can't manage what you can't measure".
- 10.3 Opportunities for Continuous Improvement identified and tracked.
- 10.4 Ongoing just in time Training-Best Practices.
- 10.5 Customer Service training to improve morale with-in house program vs. outsourcing.
- 10.6 Customize program based on local control and goals/objectives.
- 10.7 Availability of consultants on demand without significant lead times.
- 10.8 More affordable and great flexibility without the pressure of guarantees, focus on quality.
- 10.9 Strategy Planning for improvements monthly with new recommendations
- 10.10 Recommendations provided for problems are met with real solutions, coaching provided after implementation.
- 10.11 Work with Director on new meal serves and programs.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

LONE OAK INDEPENDENT SCHOOL DISTRICT

By: _____

Name (printed): _____

Title: _____

Date: _____

Jane Carter

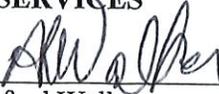
 Janee Carter

 Superintendent

 11-2-22

WALKER QUALITY SERVICES

By:



Alfred Walker
President

Date:

11-2-22



Walker Quality Services

Proposal for Child Nutrition Consulting

Lone Oak ISD

2022-2023

Hello Mr. Sorrells,

Walker Quality Services is pleased to present you with a proposal for consulting services for Child Nutrition. We have worked with several districts in your area and built some great relationships. We are confident that a partnership with the Lone Oak ISD administrative team and food service staff will yield positive winning results. We are proud of the programs we implement and know we can take the program to the next level with our services. Please see the services we are proposing for Lone Oak ISD below. We are the leader in the market for professional food service consulting.

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Partnership Strategies for Success

- Conduct Professional Standards Training to complete necessary required hours for Director, Managers, and Staff.
- Create all menus, recipes, and production records for the child nutrition department
- New ala carte items rolled out at each campus to increase sales
- Increase the variety of options at every campus to increase participation
- Add signage and uniforms for professional image
- Weekly promotions with live action stations like stir fry, nacho bars, deli bar, carving station, pho bar, wing bar, burger bar, and potato bars etc. to help promote the program.
- Improved menus built from information given by students during campus visits of what they would like to see on the menu.
- Rolled out New Concepts and Taste Testing to improve quality of the program.



- Assist with ordering commodities and processed foods in the district to decrease purchases. Menued those items to decrease costs.
- Assist with catering meals across the district and board meetings.
- Train all staff on how to recognize a reimbursable meal and cooking techniques.
- Train managers on USDA programs to be successful for the district.
- Hands on Culinary training for staff online presentation and setups for eye appeal.
- Create financial tracking reports to train managers on participation, sales, purchasing and measuring data.
- Implement Mosaic programs for back-office recipes.
- Train staff on how to use the system to manage production records, recipes, and Nutrient analysis.
- Create a diversity of menus for all campuses with all data placed in the system. Very time-consuming process for one person.
- Assist in kitchens when staff is out.
- Modify menus to fit each grade level, a very time-consuming process that someone otherwise would have to manage.
- Create HACCP log and trained staff on how to use it to be in compliance.
- Onsite and offsite service support provided via text, phone call, or email.
- Evaluate the programs provide recommendations when and where Director needs support and then adjust the program accordingly.
- Implemented Supper program menus for all campuses.
- Provide immediate feedback to the director on which campuses and employees are doing well, and which one needed more training and correction.
- Train staff on how to properly cook and package foods for eye appeal and a professional look.

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- Create great food service standards in operations to limit students' complaints.
- Set up kitchens so that they flowed efficiently.

Consulting Costs

Monthly Fee \$2200.00

Mileage \$450.00 *Monthly Max*

This can be paid out of 199 or 240 Account. Please let me know if you have any questions.

Thanks,

A handwritten signature in black ink that reads 'Alfred Walker'.

Alfred Walker

President

Walker Quality Services

832-892-4404

www.wqsnow.com

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LEASE OF SCHOOL PROPERTY

STATE OF TEXAS §

§

COUNTY OF HUNT §

This Lease Agreement (the "Lease") is hereby updated on July 7, 2022, and is entered into by and between the Lone Oak Independent School District ("Lessor" or "District"), and Teacher Appreciation Childcare Center, LLC ("Lessee"). The parties hereby agree as follows:

1. **LEASED PREMISES.** Lessor leases to Lessee the house located at 200 FM 1567, Lone Oak, Texas 75453 (the "Leased Premises").
2. **TERM OF LEASE.** The updated lease term will begin on July 7, 2022 and will terminate on June 30, 2023 (the "Lease Term.")
3. **LEASE PAYMENTS.** Lessee shall pay to Lessor a monthly rent of one dollar (\$1.00), payable on the first day of the month each month. Lease payments will be late after the third day of the month. Lease payments shall be made to Lessor at its Business Office, 8162 Hwy. 69 South, Lone Oak, Texas 75453, of which address may be changed from time to time by Lessor.
4. **POSSESSION.** Lessee shall be entitled to possession of the Leased Premises on the first day of this Lease and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing or provided for in this Agreement. At the expiration of the term, Lessee shall remove its personal property, improvements and effects and peaceably yield up the Leased Premises to Lessor in the same condition as when Lessee took possession, ordinary wear and tear excepted.
5. **HOLDOVER.** If Tenant holds over and continues in possession of the Leased Premises after the lease term (or any extension of it) expires, Tenant will be considered to be occupying the premises at will subject to all of the terms of this lease.
6. **USE OF LEASED PREMISES.** Lessee may use the Leased Premises only for the purpose of operating a child day care facility that provides day care services to the children and grandchildren of Lone Oak ISD employees first and foremost, then to whomever afterwards. At each enrollment period, Lone Oak ISD employees' children and grandchildren will be moved to the inclusion list as long as there is adequate space available according to the maximum occupancy, with whomever afterwards. Lessee shall not use the Leased Premises for other purposes without the consent of the Lessor. Lessor reserves for itself, its agents, or assigns the use of said Leased Premises as hereinafter described. Lessee agrees to provide \$100 credit per child per month to Lone Oak ISD employees children or grandchildren, not to exceed 17 children, without further negotiation between the parties.

In its use of the Leased Premises, Lessee shall:

- A. At its own expense, comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the business conducted by Lessee,

including, but not limited to, all Texas child care

LEASE AGREEMENT PAGE 1 OF 2

licensing requirements, all Texas laws and regulations concerning day care or child care facilities, LOISD District policy, environmental laws, nondiscrimination laws, and the Americans With Disabilities Act of 1990,;

- B.** Not engage in any activity which would cause fire, liability, or other extended coverage insurance to be canceled;
- C.** Not commit any act which is a nuisance or annoyance to Lessor, or which might, in the judgment of Lessor, tend to injure the Leased Premises;
- D.** Prevent, at Lessee's sole cost, the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Substances (as hereinafter defined) on, under, in, above, to or from the Leased Premises other than in strict compliance with all applicable federal, state and local laws, rules, regulations and orders; and
- E.** Not paint, erect or display any sign, advertisement, placard or lettering on the exterior of the Leased Premises or on the Leased Premises without Lessor's prior written approval.

7. PAYMENT OF TAXES. Lessee shall pay all taxes, license fees and other governmental charges applicable to Leased Premises or arising out of the conduct of Lessee's business or the Lessee's use of the Leased Premises.

8. RETURN OF PREMISES. Upon termination of this Lease, Lessee agrees to surrender the Leased Premises in as good a state of repair and condition as they were at the time the commencement of the Lease, reasonable use and wear and damages by the elements expected. Additionally, it is agreed that all furnishings and equipment furnished by Lessor for use by Lessee shall be returned and surrendered to reasonable use, wear, and damage expected.

9. REPAIR AND MAINTENANCE OF PREMISES. Lessee shall maintain the interior of the Leased Premises at its own expense and cost, and Lessor shall make all necessary repairs to the exterior of the Leased Premises at its own expense and cost, including where damage and wear and tear may have been caused by use or misuse or neglect by Lessee, its agents, employees, servants, students, customers, visitors, or other persons, including the children being served by the Lessee. Lessee shall be responsible for the cleanliness and sanitary condition of the interior Leased Premises at its own expense and cost, including any janitorial services that may be required for such purpose.

10. ALTERATIONS, IMPROVEMENTS, AND FIXTURES. Lessee shall not be entitled to install or make any physical additions, alterations, improvements, and/or fixtures to the Leased Premises without the prior written consent of Lessor. Said prior written consent/approval shall include the location of any such physical additions, alterations, improvements, and/or fixtures. The costs of any such physical additions, alterations, improvements, and/or fixtures shall be borne solely by Lessee. Lessor will not be required to incur any cost for any physical additions, alterations, improvements, or

fixtures installed or made by Lessee. Upon the termination of this Lease, Lessee shall be

LEASE AGREEMENT PAGE 2 OF 2

responsible for and shall solely bear the costs of the removal of any physical additions, alterations, improvements, and/or fixtures required to be removed by Lessor. It is agreed that all physical additions, alterations, improvements, and/or fixtures made by the Lessee to the Leased Premises which are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises shall become the property of the Lessor upon installation. Lessee shall, upon termination of this Lease, restore the Leased Premises to its original condition, at Lessee's own expense and cost.

11. AS IS, WHERE IS. LESSEE AGREES TO TAKE THE LEASED PREMISES ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS, AND LESSOR MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT THE CONDITION OF THE LEASED PREMISES OR THE SUITABILITY OF THE LEASED PREMISES FOR LESSEE'S INTENDED PURPOSES. In the event that major maintenance or repairs are needed, Lessee may perform repairs on the Leased Premises in the manner deemed most economically beneficial and shall not bill Lessee the actual costs of such repairs. Major maintenance or repairs might be defined as repairs that might/would require an engineer or an architect pursuant to the Texas Occupations Code.

12. INSURANCE. Lessee shall, at all times during the term of this Lease, at its own cost and expense, carry and maintain the following types of insurance coverages with the minimum coverage amounts noted:

A. General Liability written on an occurrence coverage form with minimum limits of \$1,000,000.00 per each occurrence and \$3,000,000.00 aggregate.

B. Molestation and Abuse liability insurance with minimum limits of \$1,000,000.00 per each occurrence and \$2,000,000.00 aggregate.

C. Student Accident Medical insurance with staff included with the maximum limit of \$250,000.00.

Lessee shall also carry and maintain all other types of insurance required by Texas law for day care or child care facilities at all times during the term of this Lease and at Lessee's own cost and expense. The minimum coverage amounts of any such additional insurance shall be as required under Texas law.

Lessor shall be named as an Additional Insured on the insurance policies/coverage required by this Lease. The required insurance must be written by companies acceptable to Lessor. The required insurance policies shall contain no specific limitations on the coverage afforded the Additional Insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Lessor shall receive written notice from the insurer prior to any termination of such policies at least 30 days in advance of the termination.

A certificate of insurance acceptable to Lessor and naming Lessor as an additional insured shall be filed with Lessor prior to the beginning of the Lease Term.

LEASE AGREEMENT PAGE 3 OF 2

- 13. SUPERVISION AND PROTECTION OF PROPERTY.** Lessee agrees that it shall be responsible for supervising activities in connection with the services it provides on the Leased Premises; that all such activities shall be supervised by appropriately qualified licensed personnel. It is agreed that Lessee shall take all reasonable precautions for the safety of, and shall provide all reasonable protection and precautions to prevent damage, injury or loss to property, visitors and children partaking in the activities of Lessee who may be affected hereby, and all property adjacent to the Leased Premises.
- 14. INDEMNIFICATION.** LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS SCHOOL BOARD MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS, LIABILITIES, PENALTIES, FINES, AND EXPENSES WHATSOEVER, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OR MISUSE OF THE LEASED PREMISES BY LESSEE. THIS INDEMNIFICATION OBLIGATION INCLUDES, BUT IS NOT LIMITED TO, ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE, FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR ITS AGENTS, EMPLOYEES, INVITEES, OR ANY OTHER PARTY OR PERSON CONTRACTING WITH LESSEE, OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN EFFECT. IT IS UNDERSTOOD THAT SUCH INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL NOT BE LIMITED IN ANY WAY BY AGREEMENT. THE INDEMNIFICATION OBLIGATIONS CONTAINED HEREIN (1) SHALL SURVIVE THE TERMINATION OF THIS LEASE, (2) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR BY DAMAGES PAID UNDER THE TEXAS WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, AND (3) WILL APPLY EVEN IF AN INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LESSOR.
- 15. UTILITIES AND SERVICES.** Lessor shall pay for all electricity, natural gas, water/sewer, garbage removal, or other utilities furnished to, in, or on the Leased Premises during the term of the Lease.
- 16. DEFAULTS.** Lessee shall be in default of the Lease if Lessee fails to fulfill any Lease obligation or term by which Lessee is bound. Subject to any governing provisions of law to the contrary, if Lessee fails to cure any financial obligation within 15 days (or any other obligation within 10 days) after written notice of such default is provided by Lessor to Lessee, Lessor may take possession of the Leased Premises without further notice (to the extent permitted by law), and without prejudicing Lessor's rights to damages. In the alternative, Lessor may elect to cure any default and the cost of such action shall be added to Lessee's financial obligations under this Lease. Lessee shall pay all costs, damages and expenses (including reasonable attorney fees and expenses) suffered by Lessor by reason of Lessee's defaults. All sums of money or charges required to be paid

LEASE AGREEMENT PAGE 4 OF 2

by Lessee under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

17. LIENS. Lessee shall not permit any mechanics', materialmen's or other liens to be fixed or placed against the Leased Premises and shall immediately discharge (in a manner suitable to Lessor) any such lien which is allegedly fixed or placed against the Leased Premises by or through Lessee.

18. ASSIGNMENT. Lessee shall not assign this Lease or sublet the Leased Premises or any part thereof, without the written consent of Lessor.

19. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

20. COMPLIANCE WITH REGULATIONS. Lessee shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal, school district policies and other authorities, and the fire insurance underwriters.

21. LIMITATION OF WARRANTIES. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND WITH REGARD TO THE LEASED PREMISES OR OTHERWISE ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

22. ENTRY BY LESSOR. Lessor shall have the right at all reasonable times during the term of this Lease when the Leased Premises is being used by Lessee, to enter upon the Leased Premises for the purpose of inspection, any purpose necessary to protect Lessor's interest in the Leased Premises, or any other reasonable purpose.

23. PREMISES NEEDED FOR SCHOOL PURPOSES. The parties agree and stipulate that after the end of the Term of this Lease, any renewal or extension is expressly contingent upon the Leased Premises not being required for school purposes. Should Lessor's Board of Trustees make a finding that the Leased Premises are required for school purposes, Lessee shall have no expectation of or right to any extension of the Lease Term, and Lessee expressly stipulates and holds Lessor harmless from any and all claims or causes of action arising out of the termination of this Lease under this section. The Leased Premises are not otherwise being used by the District during the term of this Lease. Allowing the Leased Premises to be leased provides the public purpose of maintaining activity in an unused school building.

24. SALE OF LEASED PREMISES. The Leased Premises is not used for educational purposes and is, therefore, surplus property. As such, in the event the Board of Trustees determines the property is no longer necessary for district operations, the property may be sold. If the Leased Premises is sold,

Lessee shall be given 30 days' notice, with termination happening at the end of current semester.

LEASE AGREEMENT PAGE 5 OF 2

25. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LESSOR:

Lone Oak Independent School District

Attention: Janee' Carter
Superintendent of Schools
Lone Oak Independent School District
8162 Hwy. 69 South
Lone Oak, Texas 75453
Tel: (903) 634.5270
Fax: (903) 662-5660

LESSEE:

Teacher Appreciation Childcare Center, LLC 207 E. Interstate 30
Rockwall, Texas 75087

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

- 26. GOVERNING LAW.** This Lease will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.
- 27. EXCLUSIVE VENUE.** Lessor and Lessee expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Lease shall be in the state district courts of Hunt County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein.
- 28. ATTORNEY'S FEES.** In the event of any suit or action arising out of or in connection with this Lease, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.
- 29. SOLE REMEDY.** The sole and exclusive remedy of Lessee for any default of this Lease or violation of the terms of this Lease by Lessor is to terminate this Lease. Lessee waives any and all causes of action against Lessor for any default of this Lease or any violation of the terms of this Lease by Lessor.

- 30. NO BOYCOTT.** Pursuant to the requirements of HB 89 of the 2017 Texas Legislative Regular Session and Tex. Govt. Code § 2270.002, Lessee affirms that it does not boycott and will not boycott Israel during the term of this Lease. Lessee further affirms that it is not identified on a list prepared and maintained under Tex. Govt. Code §§ 806.051, 807.051 or 2252.153.
- 31. ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 32. SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 33. WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
- 34. TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.
- 35. NON-WAIVER OF IMMUNITIES.** Lessor does not waive any of its immunity(ies) from liability, nor that of any of its officers, directors, employees or volunteers, by entering into this Lease.
- 36. AMENDMENTS.** This Lease may be amended only by a written instrument signed by an authorized officer of each party hereto.
- 37. BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

LESSOR:

LONE OAK INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

LEASE AGREEMENT PAGE 7 OF 2

LESSEE:

TEACHER APPRECIATION CHILDCARE CENTER, LLC

By: _____ Name:

_____ Title:

LEASE AGREEMENT PAGE 8 OF 2