

Agenda of Regular Meeting

The Board of Trustees Groesbeck ISD

A Regular Meeting of the Board of Trustees of Groesbeck ISD will be held March 28, 2022, beginning at 6:00 PM in the Groesbeck High School Conference Room
1202 N. Ellis
Groesbeck, Texas 76642.

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. PLEDGE TO THE TEXAS FLAG

IV. REVIEW DISTRICT MISSION STATEMENT

V. PUBLIC COMMENT (Agenda/Non-Agenda Items)

VI. PRESENTATION ON GROESBECK ISD DELINQUENT PROPERTY TAX COLLECTIONS REPORT AND DISCUSSION AND POSSIBLE ACTION ON INSOLVENT PROPERTY TAXES

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MCCREARY, VESELKA, BRAGG & ALLEN, P. C.

The Solution To All Your Collection Needs™

Attorneys at Law

2022
REPORT ON DELINQUENT
PROPERTY TAX COLLECTIONS



GROESBECK

Independent School District

March 28, 2022

Robert L. Meyers
Attorney at Law

Ryan Black
Misty Dingler
Kim Allen
Legal Assistants

www.mybalaw.com



March 28, 2022

Dr. James B. Cowley
Superintendent
Groesbeck Independent School District
1202 N. Ellis
Groesbeck, Texas 76642

Re: Report on Delinquent Property Tax Collections

Dear Dr. Cowley:

I am enclosing for you and the Board of Trustees copies of our latest Report on Delinquent Property Tax Collections. Our report details our activities undertaken to collect the delinquent taxes due to the Groesbeck Independent School District. The report also explains the procedures we follow to ensure that each property owner is notified of their tax delinquency, and the legal steps that will be taken when prompt payment of the taxes is not made.

We believe that our collection procedures provide the District with maximum recovery of its delinquent taxes in the shortest period of time possible. In addition to our collection activities, we will advise the District on any ad valorem tax matter.

We appreciate the opportunity to represent the Groesbeck Independent School District in the collection of its delinquent taxes and invite your questions and comments in order that we may better serve your needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert L. Meyers', written in a cursive style.

Robert L. Meyers

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.

ATTORNEYS AT LAW

“The Solution To All Your Collection Needs™”

The goal of our tax collection program is to collect the greatest amount of tax in the shortest period of time. McCreary, Veselka, Bragg & Allen believes it has met this goal for the **Groesbeck Independent School District**.

Tax Collections generally fall into two categories, current tax collections, the collection of the current levy of taxes within the fiscal year in which they are assessed, and delinquent tax collections, taxes that are unpaid and referred to a law firm for collection. It is our belief that an effective delinquent tax collection program will not only result in the quick recovery of delinquent taxes but will also enhance current collections. When the taxpaying public is aware that the District aggressively, but fairly, pursues unpaid taxes, there is more incentive for a property owner to timely pay their current taxes.

The following are some of the significant points contained in our report.

CURRENT TAX COLLECTIONS

- ❑ In the last four years, the District’s Total Annual Tax Collections (current and delinquent taxes, penalties and interest) actually **exceed** the amount of taxes that have been levied. (Chart Page 2)
- ❑ As of the date of this report, the District has collected **99.17% to 99.82%** of the taxes that were levied for each of the last four years. (Chart Page 3)

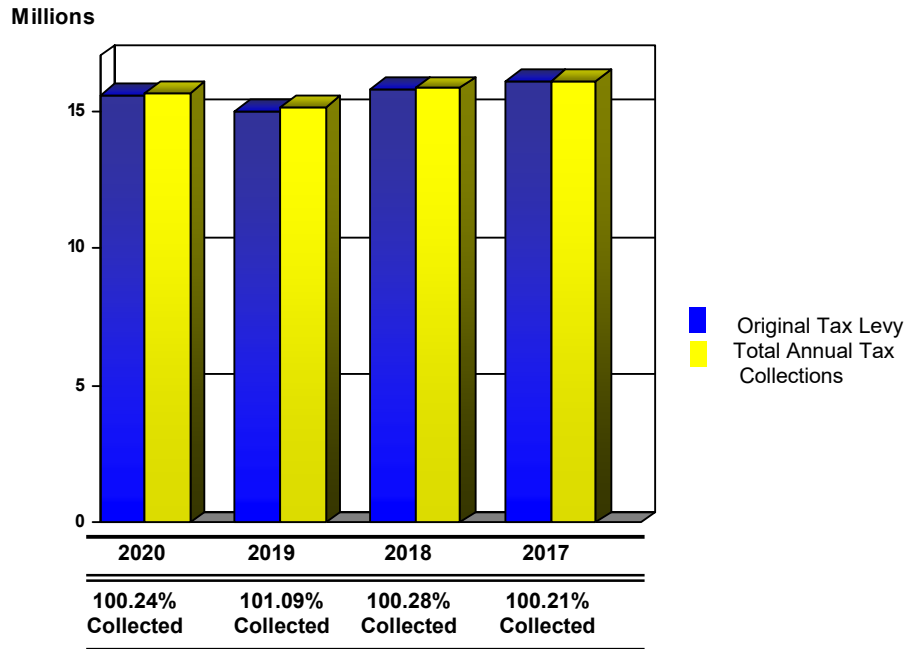
DELINQUENT TAX COLLECTIONS

- ❑ We have collected **55.66%** of the taxes referred to us in July 2021, **72.49%** of the taxes referred to us in July 2020, and **86.29%** of the taxes referred in July 2019. The balance of these taxes is being quickly and efficiently collected. (Charts Pages 4-5)
- ❑ In order to collect the District’s delinquent taxes during this report period we have:
 - Sent over **1,393** Delinquent Tax Notices
 - Filed **36** Delinquent Tax Suits
 - Recovered **15** Judgments, and
 - Posted for sale **22** properties

TOTAL ANNUAL TAX COLLECTIONS

In each of the last four years, the District's tax collections *actually exceeded the amount of taxes that were levied*. The District collected **100.21%**, **100.28%**, **101.09%** and **100.24%** of the taxes levied for tax years 2017 through 2020.

*The District historically collects over **100%** of its tax levy each year.*



For the last four years the amount of the Current Taxes that the District collected when added to the Delinquent Taxes, Penalties and Interest also collected is greater than the amount of taxes levied by the District for that year. Thus, the District is assured that each year it will collect over 100% of the taxes that are levied.

TOTAL ANNUAL TAX COLLECTIONS (SEPTEMBER 1 THROUGH AUGUST 31)

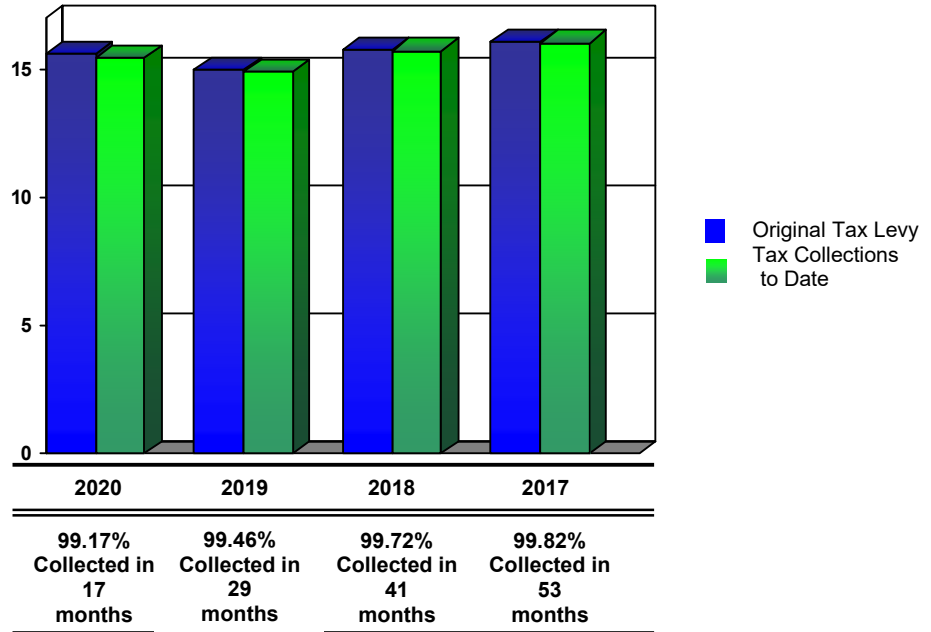
Tax Year	Original Tax Levy (Adjusted)	Total Annual Tax Collections	Percent Collected
2020	\$15,599,905	\$15,637,981	100.24%
2019	\$14,972,821	\$15,135,965	101.09%
2018	\$15,787,380	\$15,831,753	100.28%
2017	\$16,072,579	\$16,106,236	100.21%

COLLECTION OF TAX LEVY

Listed below are the last four tax years. As of February 28, 2022, **99.17%** to **99.82%** of the taxes levied for the tax years 2020 through 2017 have been recovered. For each of the tax years prior to 2014, the District has collected over 99.00% of the taxes that were levied.

Millions

*The District ultimately collects over **99.00%** of the taxes levied.*



This Chart above and the Table below list the actual amount of taxes levied for the past four years and the amount and percentage of each year’s tax levy that have been collected. The amounts included are original tax amounts only *and do not include penalties and interest that have also been collected.*

It is a historical reality that a small percentage of each year’s tax levy will be uncollectable due to a number of reasons such as insolvent business personal property accounts, bankruptcies, tax deferrals, medical hardships, and the fact that some property owners are judgment proof. Therefore, the cumulative percent collected, while extremely high, will never be one hundred percent.

COLLECTION OF TAX LEVY
(TAX COLLECTIONS FROM OCTOBER 1 OF EACH TAX YEAR THROUGH FEBRUARY 28, 2022)

Tax Year	Original Tax Levy (Adjusted)	Tax Collected to Date	Percent Collected	Number of Months of Collection
2020	\$15,599,905	\$15,469,834	99.17%	17
2019	\$14,972,821	\$14,892,589	99.46%	29
2018	\$15,787,380	\$15,743,268	99.72%	41
2017	\$16,072,579	\$16,043,023	99.82%	53

COLLECTION STATUS OF DELINQUENT TAXES

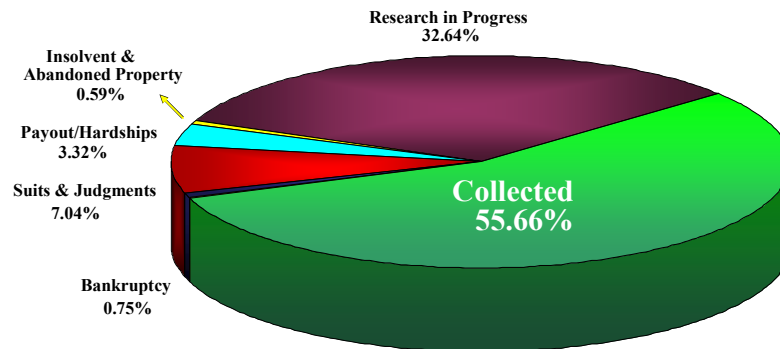
Each July 1, the District refers its unpaid delinquent taxes from the prior year to us for collection. The following charts depict the success we have had in collecting the taxes referred to us. As of February 28, 2022 we have collected:

- **55.66%** of the 2020 taxes that were referred to us on July 1, 2021 (8 months)
- **72.49%** of the 2019 taxes that were referred to us on July 1, 2020 (20 months)
- **86.29%** of the 2018 taxes that were referred to us on July 1, 2019 (32 months)

While we are collecting a very high percentage of the delinquent taxes, there are still taxes remaining unpaid. We are diligently continuing to conduct title, ownership and address research on the remaining tax accounts.

COLLECTION STATUS OF 2020 DELINQUENT TAXES

MVBA has collected **55.66%** of the 2020 taxes that were referred to us.

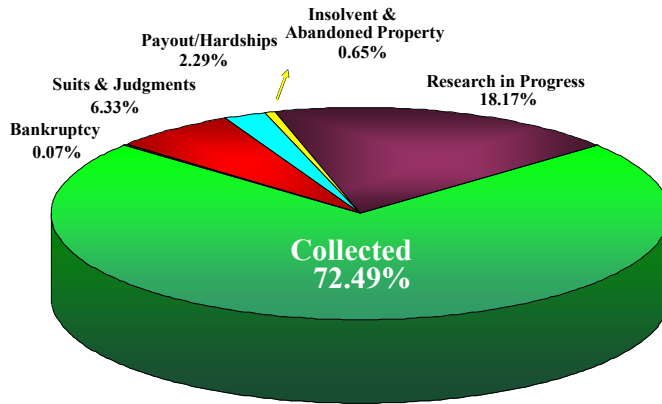


Delinquent Taxes Collected: \$163,253

Category	Total Due (7/1/21)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	\$293,324	\$163,253	\$2,190	\$20,653	\$9,753	\$1,725	\$95,751
Percent		55.66%	0.75%	7.04%	3.32%	0.59%	32.64%

COLLECTION STATUS OF 2019 DELINQUENT TAXES

*MVBA has collected **72.49%** of the 2019 taxes that were referred to us.*

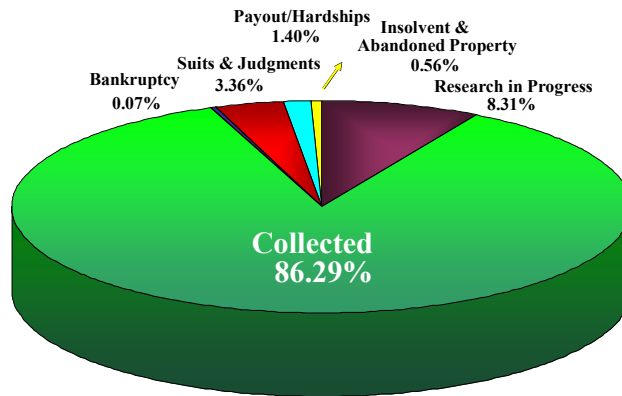


Delinquent Taxes Collected: \$211,422

Category	Total Due (7/1/20)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	\$291,654	\$211,422	\$205	\$18,463	\$6,682	\$1,885	\$52,998
Percent		72.49%	0.07%	6.33%	2.29%	0.65%	18.17%

COLLECTION STATUS OF 2018 DELINQUENT TAXES

*MVBA has collected **86.29%** of the 2018 taxes that were referred to us.*



Delinquent Taxes Collected: \$277,755

Category	Total Due (7/1/19)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	\$321,867	\$277,755	\$238	\$10,816	\$4,513	\$1,789	\$26,756
Percent		86.29%	0.07%	3.36%	1.40%	0.56%	8.31%

THIS OUTSTANDING LEVEL OF COLLECTIONS DID NOT SIMPLY HAPPEN.

- We have worked diligently collecting these taxes. MVBA has conducted a comprehensive delinquent tax collection program, which provides for:
 - Regular and systematic mailing of delinquent tax notices to delinquent property owners.
 - Thorough title examinations and ownership verification on selected delinquent tax accounts.
 - Pre-litigation notices to all property owners and lienholders on each delinquent tract of real property; and
 - The filing and prosecuting of delinquent tax suits to judgment and the final sale of the property to satisfy the tax delinquency if payment arrangements were not satisfactory made.
- We believe that these charts graphically depict the results of MVBA's aggressive delinquent tax collection program.

DEFINITIONS AND COMMENTS REGARDING CHARTS 3, 4 & 5

Lawsuits/Judgments

MVBA files delinquent tax suits for the collection of delinquent taxes. Often property owners enter into payment arrangements subsequent to the filing of suit. Further prosecution of these delinquent tax suits is abated as long as the taxpayer complies with the payout agreement. If the property owner makes no effort to pay after suit is filed and citation is served, or if the taxpayer defaults on a payout agreement, judgment is sought. If taxes remain unpaid, subsequent to judgment, an order of sale is issued and the property is posted for sale.

Bankruptcy

When a property owner files bankruptcy collection activity is prohibited under the United States Bankruptcy Code. MVBA monitors the progress of bankruptcy cases and filed appropriate motions and objections with the Bankruptcy Court to insure that the tax claims and the tax liens are accorded the highest possible priority. The amount of the claims that will ultimately be paid, particularly in Chapter 7 cases, cannot be estimated.

Insolvent Personal & Abandoned Real Property

Tax accounts on which delinquent notices mailed by MVBA have been returned to us by the U. S. Postal Service as undeliverable or accounts for which the Appraisal District or Tax Office has been unable to determine an address. MVBA is engaged in an extensive address research program. When new addresses are found, notices are promptly sent. However, without an accurate address personal

property delinquent taxes are, as a practical matter, uncollectable. Some of these accounts represent mobile homes that are no longer in the County. In most cases, the Appraisal District has no knowledge of the whereabouts of the owners of these mobile homes. These accounts are uncollectable because collection activity against the owners is effectively precluded. There are numerous business personal accounts where the business is no longer operating. When a business ceases operation, often the owner leaves the County and/or State. Even if the owners of the business can be located, they are usually “judgment proof”. Many of these businesses were corporations which are either defunct or have no assets. The whereabouts of the owners of a few real property accounts are unknown. These are unimproved lots or vacant acreage tracts making it extremely difficult to locate the owners. In some cases, the record owners are deceased and their heirs are unknown or cannot be located. The owners of these vacant and abandoned properties will be served with citation by publication and the properties sold at tax sales.

Pre-Litigation Payouts/Deferrals & Hardships

Property owners enter into written installment payment agreements pursuant to §33.02 of the Property Tax Code prior to suit being filed. These payment agreements are tailored to the individual taxpayer’s ability to pay based on their particular financial problems. As a result of the payout agreements, a steady flow of tax payments is received.

There are also, taxpayers who have claimed the over-65 deferral provided by the Tax Code, which prevents the collection of the delinquent taxes assessed against their homesteads. In addition, a few property owners have been designated as hardship cases. Hardship cases are those in which the property owners have documented severe medical conditions or acute financial problems that warrant unusual consideration. Designation as a hardship merely delays collection but does allow for the eventual collection of the taxes.

Research in Progress

This segment refers to those accounts, which do not have any known impediment to the collection process or specific collection activity pending. MVBA has sent several notices of delinquency on each account. We are continuing to place additional accounts under litigation. However, we stress that there may be circumstances which may preclude the collection of some of these taxes. These may include bankruptcies, insolvent or closed businesses, hardship cases, and/or incorrect addresses which are unknown. Nevertheless, MVBA will continue to use all appropriate efforts to collect the delinquent taxes that are due.

DELINQUENT PROPERTY TAX COLLECTION ACTIVITY

(January 1, 2021 through February 28, 2022)

TAXPAYER NOTIFICATION

Our experience has proven that the right notice to the right person at the right time results in the payment of taxes to our client. For this reason, *McCreary, Veselka, Bragg & Allen* sends a series of letters to property owners both before and after we have filed a delinquent tax suit against a property owner and the property. Listed below are various types of notices sent by MVBA to property owners notifying them of their tax delinquency and the status of legal action taken by MVBA to collect the taxes.

Many delinquent accounts are collected as a result of giving the property attention to finding the correct address of a property owner. Delinquent accounts with unknown or incorrect addresses are researched by MVBA through the use of Texas Motor Vehicle registration information, internet databases, telephone directories, city directories, utility records, voter registration records, assumed name files and the records of the Secretary of State. When MVBA obtains new addresses, notices are immediately sent informing the property owner of their tax, and notifies the Tax Office of the new address so that the tax records can be updated.

<i>Type of Notices</i>	<i>Number of Notices</i>
Initial Notices are polite, but pointed, notices designed to remind the delinquent property owner of their tax liability and urging voluntary payment of the taxes due.	856
Delinquent Notices are more insistent notices requiring payment of the delinquent taxes and inform the property owner that a tax lien has attached to their property, and they are personally liable for the tax.	537
TOTAL NOTICES	1,393

LITIGATION

MVBA files delinquent tax suits when property owners and all other parties whom MVBA has determined to have an interest in the property fail to respond to the notices sent to them. Delinquent tax suits filed by MVBA seek a personal judgment against the property owner and foreclosure and sale of the property to satisfy the tax delinquency. When all delinquent taxes, penalties and interest have been paid to the taxing jurisdiction, and all costs of court have been paid in the lawsuit, the lawsuit is dismissed against both the property owner and the property.

<i>Number of Suits</i>	<i>Number of Properties</i>	<i>Amount Due</i>
36	74	\$78,160

JUDGMENTS

When the property owner and all parties who have an interest in the property have been served with citation, MVBA notifies the property owner and all other defendants in the lawsuit of the date at which a hearing will be held in District Court to seek a judgment against the property owner and the property. MVBA recovers judgments against the property owner and the property, authorizing sale of the property in order to recover the delinquent taxes, penalties and interest owed. If the property owner pays the total amount of taxes, penalties, interest and costs after judgment has been rendered by the District Court, the judgment is released against both the property owner and the property.

<i>Number of Judgments</i>	<i>Number of Properties</i>	<i>Amount Due</i>
15	16	\$27,060

TAX SALES

Should the property owner fail to respond to the notice of judgment, MVBA proceeds with a Sheriff's Sale of the property. MVBA publishes a Notice of Sale in the local newspaper and sends copies to the property owner and all other defendants in the delinquent tax suit, as required by law. In many instances, the property owner either pays the taxes prior to sale or enters into satisfactory arrangements for the payment of the taxes, in which case the property is withdrawn from the Sheriff's Sale. Properties offered for sale are either conveyed to purchasers, or if no acceptable bid is made on the property, conveyed to the taxing units in lieu of payment of taxes. MVBA assists the Sheriff in conducting the sale and prepares the deeds to the purchasers, finalizes the sale papers and supervises the distribution of the sale proceeds to the taxing authorities in order to satisfy the tax delinquency.

<i>Date of Sale</i>	<i>Properties Posted for Sale</i>	<i>Properties Paid/Payout</i>	<i>Properties Sold/Conveyed into Trust</i>	<i>Amount Due</i>
3/2/2021	16	10	6	\$26,243
7/6/2021	3	3	0	\$4,067
11/2/2021	3	2	1	\$1,980
TOTAL	22	15	7	\$32,290

BANKRUPTCY LITIGATION

McCreary, Veselka, Bragg & Allen's bankruptcy department closely supervises those individuals and corporations that file for protection under the bankruptcy laws who owe taxes. Through our fully computerized bankruptcy tracking system, MVBA files and monitors all claims for taxes owed by the bankrupt debtor. Proofs of Claim are filed by MVBA to assert the amount of tax, penalty and interest due when the bankruptcy is filed. Administrative claims are filed to seek recovery of taxes that arise after the debtor has filed bankruptcy. Our attorneys review all Motions and Plans for Reorganization filed by the debtor or any other creditor with the Bankruptcy Court, aggressively assert the tax claims, and defend the tax liens of our clients to the fullest extent allowed under the Bankruptcy Code.

<i>Type</i>	<i>Number of Bankruptcies</i>	<i>Amount Due</i>
Bank. Claims	3	\$5,089

*All of our
collection services
are provided at no
cost to the district*

FEE FOR SERVICES

MVBA provides all legal representation for a contingent fee of the delinquent taxes, penalties and interest collected. Our attorney fees are paid entirely by the delinquent property owners upon payment of the delinquent taxes as an additional penalty pursuant to the Texas Tax Code.

VII. DISTRICT INFORMATION

**VIII. DELIBERATION AND POSSIBLE ACTION TO
DETERMINE/SELECT PROCUREMENT METHOD FOR THE
GROESBECK MIDDLE SCHOOL INTERIOR PROJECT AND
DELEGATING AUTHORITY TO THE SUPERINTENDENT**

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**RESOLUTION OF THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT
DETERMINING PROCUREMENT METHOD AND DELEGATING AUTHORITY
GROESBECK MIDDLE SCHOOL INTERIOR PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project to renovate portions of the Groesbeck Middle School (the “Groesbeck Middle School Interior Project”); and

WHEREAS, it is incumbent upon the Board of Trustees of the Groesbeck ISD (“Board”) to select the construction procurement method for the Groesbeck Middle School Interior Project that provides the best value for the District

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Groesbeck ISD Board of Trustees hereby determines that job order contracting through an interlocal agreement is the procurement method that provides the best value to the District for the Groesbeck Middle School Interior Project and selects job order contracting as the Groesbeck Middle School Interior Project’s procurement method.
3. The Groesbeck ISD Board of Trustees hereby delegates to the Superintendent the authority to select the purchasing cooperative from which a job order contractor is to be selected.
4. The Groesbeck ISD Board of Trustees delegates to the Superintendent the authority to execute all documents necessary to give effect to this Resolution.
5. This Resolution shall take effect immediately.

PASSED and ADOPTED the 28th day of March, 2022, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

**IX. DELIBERATION AND POSSIBLE ACTION REGARDING
SELECTION AND CONTRACTING WITH JOB ORDER
CONTRACTOR FOR THE GROESBECK MIDDLE SCHOOL
INTERIOR PROJECT**

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**RESOLUTION OF THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT
DELEGATION OF AUTHORITY TO SUPERINTENDENT REGARDING SELECTION OF JOB ORDER
CONTRACTOR AND CONTRACTING WITH JOB ORDER CONTRACTOR
GROESBECK MIDDLE SCHOOL INTERIOR PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project to renovate portions of the Groesbeck Middle School (the “Groesbeck Middle School Interior Project”); and

WHEREAS, the Board of Trustees of the Groesbeck ISD (the “Board”) previously determined that job order contracting through an interlocal agreement as the procurement method that provides the best value to the District for the Groesbeck Middle School Interior Project and delegated authority to the Superintendent to select the purchasing cooperative from which a job order contractor is to be selected.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Board of Trustees of Groesbeck Independent School District hereby delegates to the GISD Superintendent of Schools, with regard to the Groesbeck Middle School Interior Project, the authority to (a) select the job order contractor for the Project, (b) negotiate the terms and conditions and finalize the contract with the job order contractor (the “Contract”) (whether through himself, the Superintendent’s designee, the GISD legal counsel, or otherwise) in an amount not to exceed the budgeted amount for the Project, (c) execute the Contract in the name and on behalf of the District and the GISD Board of Trustees, and (d) issue or authorize the issuance of purchase orders as necessary for the Groesbeck Middle School Interior Project.
3. This Resolution shall take effect immediately.

PASSED and ADOPTED the 28th day of March, 2022, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

**X. DELIBERATION AND POSSIBLE ACTION TO
DETERMINE/SELECT PROCUREMENT METHOD FOR THE
GROESBECK MIDDLE SCHOOL LED LIGHTING RETROFIT
PROJECT AND DELEGATING AUTHORITY TO THE
SUPERINTENDENT**

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**RESOLUTION OF THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT
DETERMINING PROCUREMENT METHOD AND DELEGATING AUTHORITY
GROESBECK MIDDLE SCHOOL LED LIGHTING RETROFIT PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project of retrofitting the lights at the Groesbeck Middle School (the “Groesbeck Middle School LED Lighting Retrofit Project”); and

WHEREAS, it is incumbent upon the Board of Trustees of the Groesbeck ISD (“Board”) to select the construction procurement method for the Groesbeck Middle School LED Lighting Retrofit Project that provides the best value for the District

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Groesbeck ISD Board of Trustees hereby determines that job order contracting through an interlocal agreement is the procurement method that provides the best value to the District for the Groesbeck Middle School LED Lighting Retrofit Project and selects job order contracting as the Groesbeck Middle School LED Lighting Retrofit Project’s procurement method.
3. The Groesbeck ISD Board of Trustees hereby delegates to the Superintendent the authority to select the purchasing cooperative from which a job order contractor is to be selected.
4. The Groesbeck ISD Board of Trustees delegates to the Superintendent the authority to execute all documents necessary to give effect to this Resolution.
5. This Resolution shall take effect immediately.

PASSED and ADOPTED the 28th day of March, 2022, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

**XI. DELIBERATION AND POSSIBLE ACTION REGARDING
SELECTION AND CONTRACTING WITH JOB ORDER
CONTRACTOR FOR THE GROESBECK MIDDLE SCHOOL
LED LIGHTING RETROFIT PROJECT**

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**XII. DELIBERTION AND POSSIBLE ACTION TO
DETERMINE/SELECT PROCUREMENT METHOD FOR THE
GHS STADIUM LED LIGHTING RETROFIT PROJECT AND
DELEGATING AUTHORITY TO THE SUPERINTENDENT**

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**RESOLUTION OF THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT
DETERMINING PROCUREMENT METHOD AND DELEGATING AUTHORITY
GHS STADIUM LED LIGHTING RETROFIT PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project of retrofitting the lights at the GHS Stadium (the “GHS Stadium LED Lighting Retrofit Project”); and

WHEREAS, it is incumbent upon the Board of Trustees of the Groesbeck ISD (“Board”) to select the construction procurement method for the GHS Stadium LED Lighting Retrofit Project that provides the best value for the District

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Groesbeck ISD Board of Trustees hereby determines that job order contracting through an interlocal agreement is the procurement method that provides the best value to the District for the GHS Stadium LED Lighting Retrofit Project and selects job order contracting as the GHS Stadium LED Lighting Retrofit Project’s procurement method.
3. The Groesbeck ISD Board of Trustees hereby delegates to the Superintendent the authority to select the purchasing cooperative from which a job order contractor is to be selected.
4. The Groesbeck ISD Board of Trustees delegates to the Superintendent the authority to execute all documents necessary to give effect to this Resolution.
5. This Resolution shall take effect immediately.

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NOES: _____

ABSENT: _____

ABSTAIN: _____

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

**XIII. DELIBERATION AND POSSIBLE ACTION REGARDING
SELECTION AND CONTRACTING WITH JOB ORDER
CONTRACTOR FOR THE GHS STADIUM LED LIGHTING
RETROFIT PROJECT**

26

**RESOLUTION OF THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT
DELEGATION OF AUTHORITY TO SUPERINTENDENT REGARDING SELECTION OF JOB ORDER
CONTRACTOR AND CONTRACTING WITH JOB ORDER CONTRACTOR
GHS STADIUM LED LIGHTING RETROFIT PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project of retrofitting the lights at the GHS Stadium (the “GHS Stadium LED Lighting Retrofit Project”); and

WHEREAS, the Board of Trustees of the Groesbeck ISD (the “Board”) previously determined that job order contracting through an interlocal agreement as the procurement method that provides the best value to the District for the GHS Stadium LED Lighting Retrofit Project and delegated authority to the Superintendent to select the purchasing cooperative from which a job order contractor is to be selected.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Board of Trustees of Groesbeck Independent School District hereby delegates to the GISD Superintendent of Schools, with regard to the GHS Stadium LED Lighting Retrofit Project, the authority to (a) select the job order contractor for the Project, (b) negotiate the terms and conditions and finalize the contract with the job order contractor (the “Contract”) (whether through himself, the Superintendent’s designee, the GISD legal counsel, or otherwise) in an amount not to exceed the budgeted amount for the Project, (c) execute the Contract in the name and on behalf of the District and the GISD Board of Trustees, and (d) issue or authorize the issuance of purchase orders as necessary for the GHS Stadium Project.
3. This Resolution shall take effect immediately.

PASSED and ADOPTED the 28th day of March, 2022, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

**XIV. DELIBERATION AND POSSIBLE ACTION TO
DETERMINE THE PREVAILING WAGE RATE FOR THE
CALENDAR YEAR 2022 PUBLIC WORKS PROJECTS**

28

**RESOLUTION OF THE BOARD OF TRUSTEES OF
GROESBECK INDEPENDENT SCHOOL DISTRICT
PREVAILING WAGE RATE DETERMINATION
CALENDAR YEAR 2022 PUBLIC WORKS PROJECTS**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) will be undertaking various public works projects that will either commence or will be solicited during the 2022 calendar year (the “2022 Public Works Projects”); and

WHEREAS, Chapter 2258 of the Texas Government Code requires the Board of Trustees (“Board”) of GISD to determine the general prevailing wage rate in the locality where the 2022 Public Works Projects will be constructed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The GISD Board of Trustees further determines that the prevailing wage rate in Groesbeck ISD for the 2022 Public Works Projects is as determined by the United States Department of Labor in its Wage Rate General Decision # TX20220213 for Limestone County, Texas and dated February 25, 2022, and incorporated herein as Exhibit “A” to this Resolution.
3. The GISD Board of Trustees further determines that the prevailing wage rate for the 2021 Public Works Projects for legal holiday and overtime work is the rate of one and one-half times the prevailing wage rate determined above.
4. If the wage rate is updated by the United States Department of Labor prior to the publication of the solicitation for a 2022 Public Works Project, then the United States Department of Labor Wage Rate Decision for Limestone County, Texas that is applicable at the time of the initial publication of the solicitation shall be substituted for the above-specified wage rate, both for regular wages and for legal holiday and overtime wages.
5. This Resolution shall take effect immediately.

PASSED, ADOPTED, and APPROVED this 28th day of March, 2022, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

**XV. DISCUSSION AND POSSIBLE ACTION ON CERTIFICATE
OF UNOPPOSED CANDIDATES FOR THE GROESBECK
INDEPENDENT SCHOOL DISTRICT MAY 7, 2022 ELECTION**

31

CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS ÚNICOS


To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election for the election scheduled to be held on May 7, 2022.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos unicos para elección para un cargo en la elección que se llevará a cabo el 7 mayo de 2022.

List offices and names of candidates: *Lista de cargos y nombres de los candidatos:*

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Single Member District 1 <i>Distrito del miembro Solo 1</i>	Bridgett Jackson-Tatum <i>Bridgett Jackson-Tatum</i>
Single Member District 2 <i>Distrito del miembro Solo 2</i>	Angle Crane <i>Angela Crane</i>



Signature (Firma)

Teresa Battrick
Printed name (Nombre en letra de molde)

Administrative Assistant
Title (Puesto)

March 28, 2022
Date of signing (Fecha de firma)

(Seal) (sello)

**XVI. DISCUSSION AND POSSIBLE ACTION ON
CANCELLATION OF THE GROESBECK ISD BOARD OF
TRUSTEES MAY 7, 2022 ELECTION**

33

ORDER OF CANCELLATION ORDEN DE CANCELACIÓN

The Groesbeck Independent School District hereby cancels the election scheduled to be held on May 7, 2022 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Groesbeck Independent School District por la presente cancela la elección que, de lo contrario, se hubiera celebrado el mayo 7, 2022 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (<i>Candidato</i>)	Office Sought (<i>Cargos al que presenta candidatura</i>)
Bridgett Jackson-Tatum	Single Member District 1
Angela Crane	Single Member District 2

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

President (*Presidente*)

Secretary (*Secretario*)

(seal) (*sello*)

March 28, 2022

Date of Adoption (*Fecha de adopción*)

XVII. DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING SUPERINTENDENT TO HIRE PERSONNEL AND ISSUE CONTRACTS FROM MARCH 29, 2022 THROUGH AUGUST 28, 2022

XVIII. DISCUSSION AND ACTION ON CONSENT AGENDA ITEMS

A. Minutes of Previous Board Meeting

35

Regular Board Meeting

MINUTES

2/28/2022

6:00 p.m.

Present: Tom Sutton, Bridgett Jackson-Tatum, Angela Crane, Aslone Foy (6:08), Ronnie Ferguson (6:10), Tiffany Burlison, Jud Hughes.

Others: Dr. James Cowley, Teresa Battrick, Deana Rand, Sue Waller, Cindy Ensminger, Nicole Dawley, Alex Cannon, John Rouse, Wayne Poage, Randy Bullock, Sarah Bush, Autumn Cox, Mychal Masters, Evan Ditmore, Kelley Young, Jeffery Bell, Kenna Moody, Bonnie Bomar, Staci Kirk, Michael Milnes, Jennifer Lloyd, Jackie Ancelet, Kristen Curry, Kimberly Carter, Jerry Bomar..

Tom Sutton called the meeting to order at 6:06 p.m.

Tiffany Burlison led the Pledge of Allegiance.

Angela Crane led the Pledge to the Texas Flag.

Bridgett Jackson-Tatum read the District Mission Statement.

There was no public comment.

Facilities: Randy Bullock, representative of Hellas, presented information on turfing the baseball and softball fields. Included background information on the company, they do their own dirt work, designs, removal of grass, install turf and enhance drainage, K-12 contractor. Listed area schools that they have completed. Discussed options, synthetic turf, ply height for grass, wear and tear is big in baseball, cleats metal and rubber, year round baseball, almost maintenance free, and batter boxes. The corporate office is in Austin and they are their own manufacturer, turnkey and have done about 80% of school districts in Texas. Discussed upgrades, helex, players play on top of the yarn, extra innings pads of 25 year pad, logos, and these are negotiable, Hellas end field is organic, heat reductions, don't have to water because they hold moisture. Jerry Bomar asked about repairs to the end field. Randy Rouse stated that they train the coaches on how to take care of the field and every two years would need to replace. Dr. James Cowley asked what the normal number of years of a turf field. Mr. Rouse stated that they installed one in 2009 and it's still in the ground. Baseball field with the proper maintenance will last double of a football field. Discussed one-time infrastructure. Review costs. Discussed how it looks just doing the field and not the rest, how many away games are turf and most are grass. Discussed charging for field rental and entering the game. John Rouse, representative of Symmetry, presented information on the company being a family business, AstroTurf provider, presented the science behind turf, have done twenty Division I colleges, 8-year warranty. They area that wears out is the brown areas, the green should last 12 to 13 years. Cost to replace the brown areas in today's prices is about \$100,000. Discussed heat reduction and can add \$40,000 for pad for the heat reduction. !0-year warranty and safety from the pad. Doesn't require watering, it absorbs moisture from the air and can old water for five days. Discussed cleats, molded cleats, length of turf, areas they saw where there was some savings, pitcher mound, batter box, pitcher box and that the pitching strip is usually what needs to be replaced. Would provide training to coaches to keep field. Discussed ground movement and chemical injections.

Jerry Bomar presented information on the football field lights. They are thirty-three years old and have had problems with some of the lights not working or not knowing if they would work. Discussed the wiring of the lights. Representative from TechLine presented LED proposal. LED lighting with remote control, candle options, lights can flash, dim, and savings in wattage usage. Proposal for 50 footcandle and 75 footcandle, with poles and without poles. If we keep the poles, would do all new wiring. Can do full color option. These LEDs last approximately thirty years. Ten-year warranty. Discussed timeline to retrofit without replacing poles and with new poles. Outside source would do a pole inspection. Dr. James Cowley stated that this is not in the budget. We have options, money dedicated to the middle school roof and the high school track there is approximately \$311,000 left over. Discussed options for replacement of middle school ceiling tiles and lights. Jackie Ancelet discussed insulation and now that we are having an R25 to 27 insulated roof put on, we don't have to have insulation anymore. We would remove the old ceiling tiles and put in new ceiling tiles that are rated for fire and help with moisture barrier. Dr. James Cowley stated that he and Jackie Ancelet had talked about the demo of the ceiling tiles and feel that we could demo cheaper. We would hire a summer crew to come in and remove the ceiling tiles. Recommend we not do the new grid but to prep, prime, and paint. Figuring about \$100,000 for one to one change out on the lights at the middle school. Or leave the middle school as is, and if wanting to do stadium lights, there are some dollars for that. Baseball and softball fields would come out of fund balance. Jerry Bomar stated that anything to improve facilities helps the kids. What's more pressing and what we really need and can afford? Dr. James Cowley stated that if we used fund balance, we would still have our three to four months minimum in reserve. Discussed the high school track. Motion by Aslone Foy, second by Bridgett Jackson-Tatum to approve the Groesbeck Middle School project, and as far as the lighting at the football field, we'll reassess in about 30 days after we do a test on the poles and on the underground wiring. Motion carried unanimously. Tabled the baseball field and softball field.

Entered into Executive Session: 7:59 p.m.

Reconvened: 8:45 p.m.

Motion by Aslone Foy, second by Jud Hughes to approve the contracts as presented and extend Dr. Cowley's contract for a year and the details that it entailed. Motion carried unanimously.

Jud Hughes left the meeting at 8:47 p.m.

District Information: Dr. James Cowley congratulated Dr. Kirk on getting her doctorate. Appreciated Staci on moving forward and doing that. She did her dissertation on computers. Dr. James Cowley gave a COVID update and he stated that he hasn't had to sign near as many letters and that numbers are going down. Dr. James Cowley gave student enrollment at 1550.

Sue Waller presented the 2022-2023 school calendar. Staff were emailed a survey and had three calendar choices. 141 voted out of 279 and 52% chose Draft A with 73% choosing student early release on Fridays. Motion by Aslone Foy, second by Ronnie Ferguson to approve Draft A calendar for the 2022-2023 school year as presented, with a 40-minute student early release on Fridays to be used for teachers and aides planning and collaboration time. Motion carried unanimously.

Sue Waller presented attendance and attendance recovery when a student's attendance is below 90%. Each campus presented attendance recovery procedures and how they handle attendance recovery. Discussed elementary vs. secondary, looking at days, parts of days, and periods.

Dr. Staci Kirk presented the School Health Advisory Committee (SHAC) annual report, goals, and recommendations. Recommendations include the continuation of AIM for Success. This program is for 6th grade through 12th grade and is age appropriate. Presented the Nutrition and Wellness Plan, dating violence brochure. Motion by Ronnie Ferguson, second by Tiffany Burleson to approve Aim for Success as recommended by SHAC. Motion carried unanimously. Angela Crane asked about the goals. Staci Kirk stated that health is currently assessing goals, heart attack awareness day (wear red), and stress is addressed individually and talked about in health and medical classes.

Motion by Angela Crane, second by Ronnie Ferguson to approve the 2021-22 Nutrition and Wellness Plan. Motion carried unanimously.

Each campus principal presented their student academic data that included NWEA MAP data, CBAs, and Interim STAAR.

Dr. James Cowley presented changes for years 0 through 5 and years 6 through 10 on the Teachers, Counselor, Registered Nurse, Speech Therapist, Diagnostician Pay Step Schedule for the 2022-23 Salary Schedule. Reviewed current year and proposed salary and adding a step 34+ years of experience. This will allow us to say here is our salary schedule for next year. From a budget standpoint, it allows us to go ahead and start that process of working our budget because payrolls are our most highest expense. Discussed the girls athletic coordinator position that Coach Bomar would like to eliminate. Coach O'Kelley has resigned from the girls athletic coordinator position. She is going to remain as a teacher but not coaching. We would take that off the scale and separate that amount among various sports supply budget. The only change that I would say is that whatever you do for the girls softball, you do for baseball. So there's no questions as differences in how we are funding male versus female sports. Same thing for track. It would be another thousand dollars, but what I would recommend is that if you're going to move this to their supply budget, we would do the same for the boys baseball and boys track. Discussed the history of this position. Discussed the salary schedule. Discussed the girls athletic coordinator and budget is based on how many players. Motion by Aslone Foy, second by Ronnie Ferguson to approve the 2022-23 Pay Step Schedule as presented. Motion carried unanimously. Motion by Aslone Foy, second by Ronnie Ferguson to approve the elimination of the girls coordinator position and reallocate the stipend as recommended by Coach Bomar and distribute the funds also to the boys baseball and track. Voting For: Tom Sutton, Aslone Foy, Ronnie Ferguson, Tiffany Burleson. Voting Against: Bridgett Jackson-Tatum and Angela Crane. Motion passed.

Dr. James Cowley presented H. O. Whitehurst Elementary request for additional personnel positions for 2022-23 and reviewed the campus student enrollment over the past few years. Kimberly Carter added that they registered 207 kids this year. Reports are different, paperwork, schedules and she's not in the classrooms. Asking for help with not putting this on the principal and assistant principal so we can be helping with instruction. Dr. James Cowley presented the second part of Mrs. Carter's recommendations in number of staff as far as teachers in the classroom. She is asking for three pre-K, six kindergarten, six 1st grade, five 2nd grade, and six 3rd grade. I agree with those numbers. That's what we need to be able to maintain 22:1 ratio or below in those grade levels. Obviously, if we have an influx

in a certain grade, then we would look at adding an additional teacher. Discussed Groesbeck High School and adding a fourth ag teacher. Mrs. Moody is needing to be able to increase her number of periods that she has electives. Discussed the increase in numbers at middle school and high school in horticulture floral and at the high school AgMech and career prep numbers have increased. We are at 67 student in career prep. This program from what Mrs. Sutton brought back for us and her curriculum that she developed has continued to be fruitful for us to move forward with that program. We are not to the point where we need to hire just a full-time career prep teacher so we are tying that back to the ag classes. If enrollment goes the way it looks that it going to go, we will pull in enough revenue to pay for the staff member. Aslone Foy, second by Ronnie Ferguson to add additional personal as presented. Motion carried unanimously.

Discussion on personnel that have access to the safe deposit box that the district has with Citizens State Bank updates and it is required that two of these people are present when the box is opened. The Resolution will give the following GISD personnel the authorization to access the safe deposit box: Dr. James Cowley, Deana Rand, Melissa Masters, and Melissa Smith. Motion by Aslone Foy, second by Ronnie Ferguson to approve Groesbeck ISD's Safe Deposit Box Resolution with Citizens State Bank. Motion carried unanimously.

Consent Agenda: Discussed the donation from Cob Cemetery. Mr. Ensminger's class is going to be building benches for the cemetery. Motion by Aslone Foy, second by Ronnie Ferguson to approve the consent agenda as presented. Motion carried unanimously.

- A. Minutes of Previous Board Meeting
- B. Budget Report and Amendments
- C. Agreement By and Between Groesbeck Independent School District, Texas and Valley View Consulting, L.L.C.
- D. TASB Superintendent of the Year Resolution
- E. Campus Attendance Committee
- F. ESSER Funds Expenditure
- G. E-Rate Contracts
- H. Donations
- I. Surplus

Board Member Comments, Reports, and Discussion: Tom Sutton stated that he would like for the paper to have an article on Dr. Kirk.

Motion by Angela Crane, second by Bridgett Jackson-Tatum to adjourn. Motion carried unanimously.

Adjourned: 10:09 p.m.

Tom Sutton, Board President

Jud Hughes, Secretary

March 28, 2022
Date Approved

Board Report
 Recap Comparison of Revenue to Budget
 Groesbeck ISD
 As of February

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
199 / 2 GENERAL FUND	16,834,361.00	-3,523,956.39	-10,163,299.85	6,671,061.15	60.37%
240 / 2 FOOD SERVICE	939,146.00	-108,243.82	-582,073.42	357,072.58	61.98%
511 / 2 DEBT SERVICE	3,256,668.00	-804,955.17	-1,961,188.78	1,295,479.22	60.22%
Total 5000 Revenues	20,796,651.00	-4,437,155.38	-12,706,562.05	8,090,088.95	61.10%
Total 7000 Revenues	233,524.00	.00	.00	233,524.00	.00%
Total Revenues	21,030,175.00	-4,437,155.38	-12,706,562.05	8,323,612.95	61.10%

Board Report
Recap Comparison of Expenditures and Encumbrances to Budget
Groesbeck ISD
As of February

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 2 GENERAL FUND	-17,628,880.00	1,542,798.63	8,970,242.66	1,380,637.54	-7,115,838.71	50.88%
240 / 2 FOOD SERVICE	-939,146.00	169,521.74	530,376.77	91,212.45	-239,247.49	56.47%
511 / 2 DEBT SERVICE	-3,256,668.00	.00	1,608,194.55	2,500.00	-1,648,473.45	49.38%
Total 6000 Expenditures	-21,591,170.00	1,712,320.37	11,108,813.98	1,474,349.99	-8,770,035.65	51.45%
Total 8000 Expenditures	-233,524.00	.00	.00	.00	-233,524.00	-.00%
Total Expenditures	-21,824,694.00	1,712,320.37	11,108,813.98	1,474,349.99	-9,003,559.65	51.45%

End of Report

Board Report
Comparison of Revenue to Budget
Groesbeck ISD
As of February

Fund 199 / 2 GENERAL FUND

	<u>Estimated Revenue (Budget)</u>	<u>Revenue Realized Current</u>	<u>Revenue Realized To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
5000 -					
5700 -					
5710 - LOCAL REAL AND PERSONAL PROPER	13,103,881.00	-3,223,234.47	-7,796,182.29	5,307,698.71	59.50%
5740 -	119,943.00	-3,170.40	-43,719.28	76,223.72	36.45%
5750 - REVENUES FROM ENTERPRISE FUNDS	126,400.00	-10,890.81	-91,387.38	35,012.62	72.30%
Total	13,350,224.00	-3,237,295.68	-7,931,288.95	5,418,935.05	59.41%
5800 - STATE REVENUES					
5810 - PER CAPITA AND FOUNDATION REV	2,279,023.00	.00	-1,486,231.00	792,792.00	65.21%
5820 - STATE PROGRAM REV	.00	.00	.00	.00	.00%
5830 - STATE REVE FROM STATE AGENCY	835,114.00	-66,374.44	-398,236.73	436,877.27	47.69%
Total STATE REVENUES	3,114,137.00	-66,374.44	-1,884,467.73	1,229,669.27	60.51%
5900 - FEDERAL REVENUES					
5920 - FEDERAL REVENUE DISTR BY TEA	70,000.00	-6,532.20	-39,062.46	30,937.54	55.80%
5930 - FEDERAL REV DISTR BY GOV AGENC	300,000.00	-213,754.07	-308,480.71	-8,480.71	102.83%
Total FEDERAL REVENUES	370,000.00	-220,286.27	-347,543.17	22,456.83	93.93%
7000 -					
7900 -					
7910 -	.00	.00	.00	.00	.00%
Total	.00	.00	.00	.00	.00%
Total Revenue Local-State-Federal	16,834,361.00	-3,523,956.39	-10,163,299.85	6,671,061.15	60.37%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 -						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-8,383,390.00	.00	4,627,356.29	760,219.42	-3,756,033.71	55.20%
6200 - PROFESSIONAL & CONTRACTED SVCS	-374,540.00	9,749.59	101,675.46	7,940.50	-263,114.95	27.15%
6300 - SUPPLIES & MATERIALS	-99,055.00	20,672.91	48,277.91	604.15	-30,104.18	48.74%
6400 -	-94,233.00	1,682.00	14,598.20	2,038.43	-77,952.80	15.49%
6600 -	-17,775.00	.00	.00	.00	-17,775.00	-.00%
Total Function11 INSTRUCTION	-8,968,993.00	32,104.50	4,791,907.86	770,802.50	-4,144,980.64	53.43%
12 - LIBRARY						
6100 - PAYROLL COSTS	-23,349.00	.00	17,183.66	2,482.92	-6,165.34	73.59%
6200 - PROFESSIONAL & CONTRACTED SVCS	-12,750.00	6,375.00	6,375.00	1,275.00	.00	50.00%
6300 - SUPPLIES & MATERIALS	36.00	.00	-66.00	.00	-30.00	183.33%
Total Function12 LIBRARY	-36,063.00	6,375.00	23,492.66	3,757.92	-6,195.34	65.14%
13 - STAFF DEVELOPMENT						
6100 - PAYROLL COSTS	-99,813.00	.00	53,491.88	8,581.07	-46,321.12	53.59%
6200 - PROFESSIONAL & CONTRACTED SVCS	-1,000.00	110.00	.00	.00	-890.00	-.00%
6400 -	-7,920.00	90.00	2,189.88	256.43	-5,640.12	27.65%
Total Function13 STAFF DEVELOPMENT	-108,733.00	200.00	55,681.76	8,837.50	-52,851.24	51.21%
21 - INSTRUCTIONAL LEADERSHIP						
6100 - PAYROLL COSTS	-254,891.00	.00	151,679.25	25,206.05	-103,211.75	59.51%
6200 - PROFESSIONAL & CONTRACTED SVCS	-4,000.00	.00	1,000.00	.00	-3,000.00	25.00%
Total Function21 INSTRUCTIONAL	-258,891.00	.00	152,679.25	25,206.05	-106,211.75	58.97%
23 - PRINCIPAL						
6100 - PAYROLL COSTS	-874,863.00	.00	472,906.09	75,098.79	-401,956.91	54.05%
6200 - PROFESSIONAL & CONTRACTED SVCS	-9,947.79	.00	223.90	.00	-9,723.89	2.25%
6300 - SUPPLIES & MATERIALS	-11,104.21	1,734.66	6,925.67	.00	-2,443.88	62.37%
6400 -	-7,990.00	847.37	3,352.60	.00	-3,790.03	41.96%
Total Function23 PRINCIPAL	-903,905.00	2,582.03	483,408.26	75,098.79	-417,914.71	53.48%
31 - COUNSELING						
6100 - PAYROLL COSTS	-261,610.00	.00	151,110.35	25,625.55	-110,499.65	57.76%
6200 - PROFESSIONAL & CONTRACTED SVCS	-4,350.00	932.78	1,831.40	.00	-1,585.82	42.10%
6300 - SUPPLIES & MATERIALS	-4,605.00	408.16	1,886.76	109.99	-2,310.08	40.97%
6400 -	-2,155.00	.00	80.00	-302.69	-2,075.00	3.71%
Total Function31 COUNSELING	-272,720.00	1,340.94	154,908.51	25,432.85	-116,470.55	56.80%
32 - SOCIAL WORK SERVICES						
6100 - PAYROLL COSTS	.00	.00	.00	.00	.00	.00%
Total Function32 SOCIAL WORK SERVICES	.00	.00	.00	.00	.00	.00%
33 - NURSE / HEALTH						
6100 - PAYROLL COSTS	-223,506.00	.00	113,873.34	19,390.48	-109,632.66	50.95%
6200 - PROFESSIONAL & CONTRACTED SVCS	-529.00	306.00	.00	.00	-223.00	-.00%
6300 - SUPPLIES & MATERIALS	-3,560.00	.00	680.00	.00	-2,880.00	19.10%
Total Function33 NURSE / HEALTH	-227,595.00	306.00	114,553.34	19,390.48	-112,735.66	50.33%
34 - TRANSPORTATION						
6100 - PAYROLL COSTS	-438,533.00	.00	307,144.71	46,011.14	-131,388.29	70.04%
6200 - PROFESSIONAL & CONTRACTED SVCS	-86,440.00	15,185.94	16,738.98	737.50	-54,515.08	19.36%
6300 - SUPPLIES & MATERIALS	-159,550.00	44,113.64	69,826.04	24,016.26	-45,610.32	43.76%
6400 -	3,030.00	1,400.00	1,645.00	-8,093.25	6,075.00	54.29%
6600 -	.00	43 .00	.00	.00	.00	.00%
Total Function34 TRANSPORTATION	-681,493.00	60,699.58	395,354.73	62,671.65	-225,438.69	58.01%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 -						
36 - EXTRACURRICULAR						
6100 - PAYROLL COSTS	-551,509.00	.00	318,457.48	49,740.61	-233,051.52	57.74%
6200 - PROFESSIONAL & CONTRACTED SVCS	-78,500.00	6,616.51	45,137.60	2,675.00	-26,745.89	57.50%
6300 - SUPPLIES & MATERIALS	-133,424.21	50,139.60	42,398.32	5,034.39	-40,886.29	31.78%
6400 -	-140,890.79	13,009.67	77,646.33	20,316.52	-50,234.79	55.11%
6600 -	.00	.00	.00	.00	.00	.00%
Total Function36 EXTRACURRICULAR	-904,324.00	69,765.78	483,639.73	77,766.52	-350,918.49	53.48%
41 - GENERAL ADMIN						
6100 - PAYROLL COSTS	-480,120.00	.00	260,296.67	37,601.01	-219,823.33	54.21%
6200 - PROFESSIONAL & CONTRACTED SVCS	-207,720.00	30,899.37	116,738.00	31,814.80	-60,082.63	56.20%
6300 - SUPPLIES & MATERIALS	-13,161.76	663.95	4,976.26	1,497.69	-7,521.55	37.81%
6400 -	-85,308.24	1,899.43	40,014.33	2,769.76	-43,394.48	46.91%
Total Function41 GENERAL ADMIN	-786,310.00	33,462.75	422,025.26	73,683.26	-330,821.99	53.67%
51 - FACILITIES MAINTENANCE						
6100 - PAYROLL COSTS	-946,898.00	.00	607,487.55	94,685.36	-339,410.45	64.16%
6200 - PROFESSIONAL & CONTRACTED SVCS	-858,805.83	226,572.87	440,181.48	46,233.97	-192,051.48	51.26%
6300 - SUPPLIES & MATERIALS	-202,247.69	57,884.86	91,390.48	16,888.96	-52,972.35	45.19%
6400 -	-101,129.00	.00	100,779.01	116.94	-349.99	99.65%
6600 -	-846,596.48	794,518.00	50,169.76	-1,908.72	-1,908.72	5.93%
Total Function51 FACILITIES MAINTENANCE	-2,955,677.00	1,078,975.73	1,290,008.28	156,016.51	-586,692.99	43.65%
52 - SECURITY SERVICES						
6200 - PROFESSIONAL & CONTRACTED SVCS	-228,500.00	158,596.00	15,850.00	2,610.00	-54,054.00	6.94%
6300 - SUPPLIES & MATERIALS	-500.00	.00	.00	.00	-500.00	-.00%
6400 -	-5,000.00	.00	3,000.00	.00	-2,000.00	60.00%
Total Function52 SECURITY SERVICES	-234,000.00	158,596.00	18,850.00	2,610.00	-56,554.00	8.06%
53 - DATA PROCESSING						
6100 - PAYROLL COSTS	-172,832.00	.00	108,679.40	17,914.73	-64,152.60	62.88%
6200 - PROFESSIONAL & CONTRACTED SVCS	-112,025.00	.00	86,683.69	102.00	-25,341.31	77.38%
6300 - SUPPLIES & MATERIALS	.00	.00	.00	.00	.00	.00%
6400 -	-61,700.00	.00	55,282.09	49,514.63	-6,417.91	89.60%
6600 -	-15,000.00	.00	.00	-11,225.00	-15,000.00	-.00%
Total Function53 DATA PROCESSING	-361,557.00	.00	250,645.18	56,306.36	-110,911.82	69.32%
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-242,895.00	.00	138,595.13	21,924.87	-104,299.87	57.06%
6200 - PROFESSIONAL & CONTRACTED SVCS	-5,300.00	550.24	666.06	.00	-4,083.70	12.57%
6300 - SUPPLIES & MATERIALS	-29,200.00	3,240.01	11,467.07	1,132.28	-14,492.92	39.27%
6400 -	-7,700.00	.00	.00	.00	-7,700.00	-.00%
Total Function61 COMMUNITY SERVICES	-285,095.00	3,790.25	150,728.26	23,057.15	-130,576.49	52.87%
81 - FACILITIES ACQUISITION						
6600 -	.00	92,090.15	.00	.00	92,090.15	.00%
Total Function81 FACILITIES ACQUISITION	.00	92,090.15	.00	.00	92,090.15	.00%
99 - APPRAISAL						
6200 - PROFESSIONAL & CONTRACTED SVCS	-410,000.00	2,509.92	182,359.58	.00	-225,130.50	44.48%
Total Function99 APPRAISAL	-410,000.00	2,509.92	182,359.58	.00	-225,130.50	44.48%
8000 -						
00 - UNDEFINED						
8900 -	-233,524.00	44 .00	.00	.00	-233,524.00	-.00%
Total Function00 UNDEFINED	-233,524.00	.00	.00	.00	-233,524.00	-.00%

Board Report
Comparison of Expenditures and Encumbrances to Budget
Grosbeck ISD
As of February

Fund 199 / 2 GENERAL FUND

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
Total Expenditures	-17,628,880.00	1,542,798.63	8,970,242.66	1,380,637.54	-7,115,838.71	50.88%

Board Report
 Comparison of Revenue to Budget
 Groesbeck ISD
 As of February

Fund 240 / 2 FOOD SERVICE

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 -					
5700 -					
5740 -	.00	.00	.00	.00	.00%
5750 - REVENUES FROM ENTERPRISE FUNDS	13,100.00	-1,038.39	-6,434.18	6,665.82	49.12%
Total	13,100.00	-1,038.39	-6,434.18	6,665.82	49.12%
5800 - STATE REVENUES					
5820 - STATE PROGRAM REV	3,500.00	.00	.00	3,500.00	.00%
5830 - STATE REVE FROM STATE AGENCY	27,022.00	-2,427.43	-14,061.37	12,960.63	52.04%
Total STATE REVENUES	30,522.00	-2,427.43	-14,061.37	16,460.63	46.07%
5900 - FEDERAL REVENUES					
5910 - FEDERAL REVENUES	.00	.00	-3,063.00	-3,063.00	.00%
5920 - FEDERAL REVENUE DISTR BY TEA	662,000.00	-104,778.00	-558,514.87	103,485.13	84.37%
Total FEDERAL REVENUES	662,000.00	-104,778.00	-561,577.87	100,422.13	84.83%
7000 -					
7900 -					
7910 -	233,524.00	.00	.00	233,524.00	.00%
Total	233,524.00	.00	.00	233,524.00	.00%
Total Revenue Local-State-Federal	939,146.00	-108,243.82	-582,073.42	357,072.58	61.98%

Board Report
Comparison of Expenditures and Encumbrances to Budget
Groesbeck ISD
As of February

Fund 240 / 2 FOOD SERVICE

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 -						
35 - FOOD SERVICES						
6100 - PAYROLL COSTS	-370,166.00	.00	255,688.51	42,085.68	-114,477.49	69.07%
6200 - PROFESSIONAL & CONTRACTED SVCS	-6,800.00	.00	385.00	.00	-6,415.00	5.66%
6300 - SUPPLIES & MATERIALS	-542,136.39	156,265.74	274,303.26	49,126.77	-111,567.39	50.60%
6400 -	-2,500.00	.00	.00	.00	-2,500.00	-.00%
6600 -	-17,543.61	13,256.00	.00	.00	-4,287.61	-.00%
Total Function 35 FOOD SERVICES	-939,146.00	169,521.74	530,376.77	91,212.45	-239,247.49	56.47%
Total Expenditures	-939,146.00	169,521.74	530,376.77	91,212.45	-239,247.49	56.47%

Board Report
 Comparison of Revenue to Budget
 Groesbeck ISD
 As of February

Fund 511 / 2 DEBT SERVICE

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 -					
5700 -					
5710 - LOCAL REAL AND PERSONAL PROPER	3,256,668.00	-804,955.17	-1,945,830.78	1,310,837.22	59.75%
5740 -	.00	.00	.00	.00	.00%
Total	3,256,668.00	-804,955.17	-1,945,830.78	1,310,837.22	59.75%
5800 - STATE REVENUES					
5820 - STATE PROGRAM REV	.00	.00	-15,358.00	-15,358.00	.00%
Total STATE REVENUES	.00	.00	-15,358.00	-15,358.00	.00%
Total Revenue Local-State-Federal	3,256,668.00	-804,955.17	-1,961,188.78	1,295,479.22	60.22%

Board Report
Comparison of Expenditures and Encumbrances to Budget
Groesbeck ISD
As of February

Fund 511 / 2 DEBT SERVICE

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 -						
71 - DEBT SERVICE						
6500 - DEBT SERVICE	-3,256,668.00	.00	1,608,194.55	2,500.00	-1,648,473.45	49.38%
Total Function71 DEBT SERVICE	-3,256,668.00	.00	1,608,194.55	2,500.00	-1,648,473.45	49.38%
Total Expenditures	-3,256,668.00	.00	1,608,194.55	2,500.00	-1,648,473.45	49.38%



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Bid# KT282-Groes-112

03/01/2021

Groesbeck ISD

Attn: Dr. James Cowley (Superintendent)
 1202 N. Ellis
 Groesbeck, TX 76642

Annual District, Campus & Teacher Websites Renewal

Service Dates: 07/01/2021 - 6/30/2022

ANNUAL DISTRICT, CAMPUS & TEACHER WEBSITES RENEWAL			
QTY	Part #	Description	Price
1	WH2499	District, Campus & Teacher Websites (Multiple URLs)	\$5,240.00
1	EV2K-AT	E-Notes Voice: (Unlimited Call, Text & Email) Parent and Emergency Notification System to keep parents informed about upcoming events or alerted should there be an emergency. Delivers 3000 Calls per minute & 6000 SMS text per minute. Includes Attendance Notification System: Text & E-Mail Parents when their child is absent from school, up to 3 times per day. Pricing Based on 1750-2499 Students.	\$4,049.00
1	APS	SchoolDoor APP: App Available in iTunes & Android Stores, App integrated with Website Content, Parents can Select Campus & Organizations for Calendars, News, Announcements, Push Notifications & much more.	\$1,250.00
Subtotal			\$10,539.00

ONE TIME FEES			
QTY	Part #	Description	Price
Subtotal			\$0.00

Total \$10,539.00

OPTIONAL UPGRADES			
QTY	Part #	Description	Price
1	CC199	<p>Monsido and Gabbart have come together to provide you the best in ADA compliance Scanning! Have peace of mind knowing, that if you have this tool, you've truly given yourself the best opportunity for long term ADA Compliance success. Here are a few of the amazing features you get: Unlimited Training, On-demand Scanning, Automated Scanning, Intuitive Dashboard, Prioritized Error Reporting, Customized Reporting, Unlimited Users, Quality Assurance checks, and as a bonus improved Search Engine Optimization! Make ADA compliance a priority, let us help you get started today!</p> <p>Online Store as part of existing website, including One (1) Merchant Account fees for 1 year</p> <p>Wisdom Learning Management System provides an easy to use environment for all things learning. SIS Integration, Auto-Grading, Lesson Plans, State Standards, Assignments, Exams, and Assessments all in one solution. Contact us to learn more about how we can help you reach your one-to-one goals.</p>	\$499.00

Thank you for the opportunity to serve Groesbeck ISD. Please let me know if you have any questions. This bid is valid until 04/30/2021.

Thank you,

Frankie Hill, Territory Manager



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DISTRICT WEBSITE DETAILS				
QTY	Make	Part #	Item Description	Price
1	Web Hosting	WH2499	Gabbart Communications School District Web Hosting Solution. Our services include all graphic design and our custom Content Management System (CMS) which includes all services listed below. Our web hosting service includes load balanced servers located in Amazon AWS data centers around the world. Pricing based on 1750-2499 students and includes the District, Campus & Teacher Websites (Multiple URLs).	\$5,240.00
1	Graphics		Graphic Design for District	Included
1	Updates		Graphic Design Modifications & Updates every 12 Months	Included
1	Web Hosting		District Website	Included
1	Web Hosting		District Athletics Website	Included
1	APP		Campus Life - Management App: update news, calendars, E-Notes, & Full Website Access	Included
1	CMS		District Staff Directory	Included
1	CMS		ADA Compliant Framework	Included
1	CMS		Emergency Alerts to Announce Cancellations & Changes	Included
1	COMM		E-Notes Lite: E-Mail Blasts Keep Parents & Players Informed	Included
1	CMS		District Calendars & Pushing Events to Campuses	Included
1	CMS		Generate Income at District & Campus with Advertising	Included
1	CMS		Google Apps Single-Sign On & Google Drive Integrated	Included
1	CMS		Office 365 Single-Sign On	Included
1	CMS		District News – Pull News from Campuses, Organizations, etc.	Included
1	CMS		Schedule Home Page Events to Appear & Expire	Included
1	CMS		Website & E-Note Statistics	Included
1	CMS		Website Search Control	Included
1	CMS		Built-In SEO Management	Included
1	CMS		Intranet: locked any page	Included
1	Training		Unlimited webinar + support options	Included
1	Support		Ongoing Training and Support via Phone / Email / Live Chat / Webinar/ Video/ Online for Web Admins & Teachers	Included
Subtotal				\$5,240.00



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CAMPUS WEBSITE DETAILS				
QTY	Make	Part #	Item Description	Price
1	Web Hosting	WH2499	All Campus Websites	Included
1	Graphics		Graphic Design for District	Included
1	CMS		Calendar Integration Between District & Every Calendar at each Campus	Included
1	CMS		Campus Staff Directory	Included
1	CMS		Schedule Home Page Events to Appear & Expire	Included
1	CMS		Pull News Articles from District, Organizations, Teachers, to the Campus Home Page	Included
1	CMS		News Articles per Campus & Sports with District Feeds	Included
1	CMS		Secure Online Forms	Included
1	CMS		Easily Upload Cafeteria Menu, Board Agenda, & Athletic Schedules	Included
1	CMS		Display Team Rosters & Player Stats	Included
1	CMS		Subscribe to Calendars	Included
1	CMS		Drag & Drop	Included
1	CMS		Word-Based Text Editor	Included
1	CMS		Upload Pictures & Videos Straight from Mobile Device to Website	Included
1	CMS		iFrame Gradebook, Google Docs, Etc. into Site	Included
1	COMM		E-Notes Lite: E-Mail Blasts Keep Parents & Players Informed	Included
1	APP		Campus Life - Management App: update news, calendars, E-Notes, & Full Website Access	Included
1	Support		Ongoing Training and Support via Phone / Email / Live Chat / Webinar/ Video/ Online for Web Admins & Teachers	Included
1	Storage		Up to 1,000,000,000,000 Videos per Campus	Included
1	Storage		Up to 1,000,000,000,000 Documents per Campus	Included
1	Storage		Up to 1,000,000,000,000 Pictures per Campus	Included
Subtotal				Included



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TEACHER WEBSITE DETAILS				
QTY	Make	Part #	Item Description	Price
1	Web Hosting	WH2499	Unlimited Teacher Website pages for each Campus Website	Included
100+	Storage		Teacher - Unlimited Storage for Docs, Pics, & Videos	Included
100+	Storage		Teacher - Single Doc / Photo File Limits = 64 Meg	Included
100+	Storage		Teacher - Single Video File Limits = 250 Meg	Included
100+	CMS		Teacher - Over 30 Page Types to meet online needs	Included
1	APP		Campus Life - Management App: update news, calendars, E-Notes, & Full Website Access	Included
1	CMS		Lesson Plan / Assignment System to Display Classwork to Students & Parents. Integrated with State Standards	Included
1	CMS		Word-Based Text Editor – No Additional Training Required	Included
1	CMS		Easily Upload Assignments, Study Guides, Etc	Included
1	CMS		Display Contact Info, Conference Times, Daily Class Schedules	Included
1	CMS		Subscribe to Calendars	Included
1	CMS		Blended Learning / Flipped Classroom Tools	Included
1	CMS		Upload Pictures & Videos from Desktop or Mobile Device to Website	Included
1	CMS		iFrame Gradebook, Google Docs, Etc. into Site	Included
1	COMM		E-Notes Lite: E-Mail Blasts Keep Parents & Players Informed	Included
1	Training		Scheduled Webinar Training Classes	Included
1	Support		Ongoing Training and Support via Phone / Email / Live Chat / Webinar/ Video/ Online for Web Admins & Teachers	Included
Subtotal				Included



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INCLUDED ITEM DETAILS				
QTY	Make	Part #	Item Description	Price
1	E-Notes Voice	EV2K-AT	E-Notes Voice: (Unlimited Call, Text & Email) Parent and Emergency Notification System to keep parents informed about upcoming events or alerted should there be an emergency. Delivers 3000 Calls per minute & 6000 SMS text per minute. Includes Attendance Notification System: Text & E-Mail Parents when their child is absent from school, up to 3 times per day. Pricing Based on 1750-2499 Students.	\$4,049.00
1	SchoolDoor App	APS	SchoolDoor APP: App Available in iTunes & Android Stores, App integrated with Website Content, Parents can Select Campus & Organizations for Calendars, News, Announcements, Push Notifications & much more.	\$1,250.00
1	App Setup	APST	SchoolDoor App Setup	
Subtotal				\$5,299.00

NOT A CONTRACT



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OPTIONAL UPGRADES

QTY	Make	Part #	Item Description	Price
	Monsido		Monsido and Gabbart have come together to provide you the best in ADA compliance Scanning! Have peace of mind knowing, that if you have this tool, you've truly given yourself the best opportunity for long term ADA Compliance success. Here are a few of the amazing features you get: Unlimited Training, On-demand Scanning, Automated Scanning, Intuitive Dashboard, Prioritized Error Reporting, Customized Reporting, Unlimited Users, Quality Assurance checks, and as a bonus improved Search Engine Optimization! Make ADA compliance a priority, let us help you get started today!	
1	Store	CC199	Online Store as part of existing website, including One (1) Merchant Account fees for 1 year	\$499.00
	Wisdom LMS		Wisdom Learning Management System provides an easy to use environment for all things learning. SIS Integration, Auto-Grading, Lesson Plans, State Standards, Assignments, Exams, and Assessments all in one solution. Contact us to learn more about how we can help you reach your one-to-one goals.	



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OPTIONAL UPGRADES

WISDOM LMS DETAILS

QTY	Make	Part #	Item Description	Price	
				Subtotal	Included

NOT A
CONTRACT



Groesbeck Independent School District

Quarterly Investment Report

For the Quarter Ended

February 28, 2022

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the Groesbeck Independent School District is in compliance with the Public Funds Investment Act and the District's Investment Policy.

Dr. James B. Cowley, Superintendent, Investment Officer

Disclaimer: These reports were compiled using information provided by Groesbeck Independent School District. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	November 30, 2021		February 28, 2022		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Pools/DDA/MMA	\$ 2,576,341	\$ 2,576,341	\$ 6,570,845	\$ 6,570,845	0.35%
Securities/CDs	2,000,000	2,000,000	2,000,000	2,000,000	0.75%
Totals	\$ 4,576,341	\$ 4,576,341	\$ 8,570,845	\$ 8,570,845	0.44%

<u>Average Quarterly Yield (1)</u>		<u>Average Quarter-End Yields - Fiscal YTD</u>	
Total Portfolio	0.44%	Total Portfolio	0.49%
Rolling Three Month Treasury	0.16%	Rolling Three Month Treasury	0.11%
Rolling Six Month Treasury	0.21%	Rolling Six Month Treasury	0.13%
TexPool	0.06%	TexPool	0.05%

Interest Earnings (Approximate)

Quarter Interest Earnings	\$7,282
Year-to-Date Interest Earnings	\$14,497

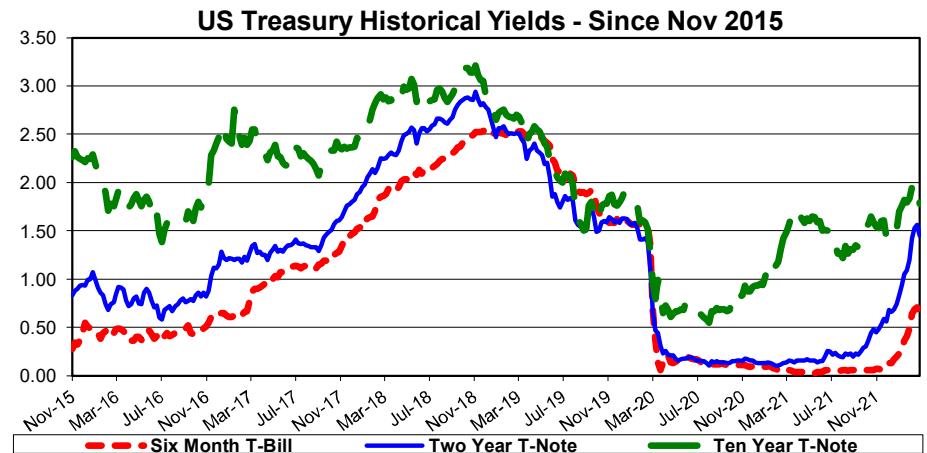
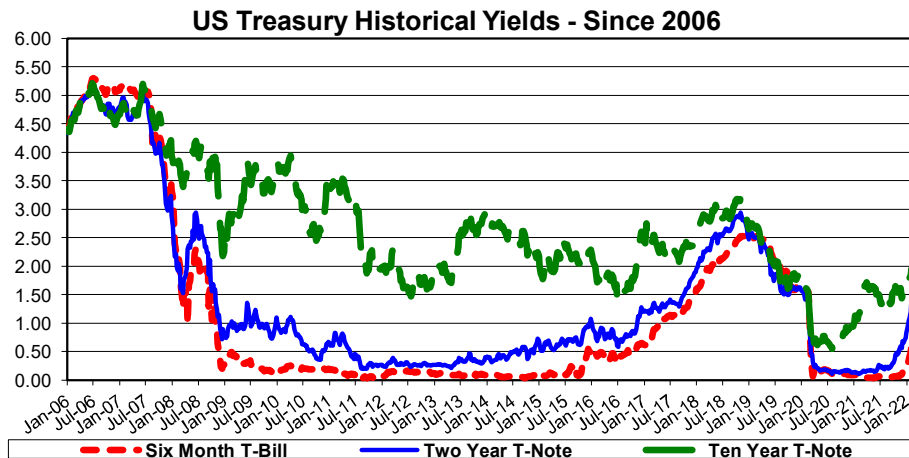
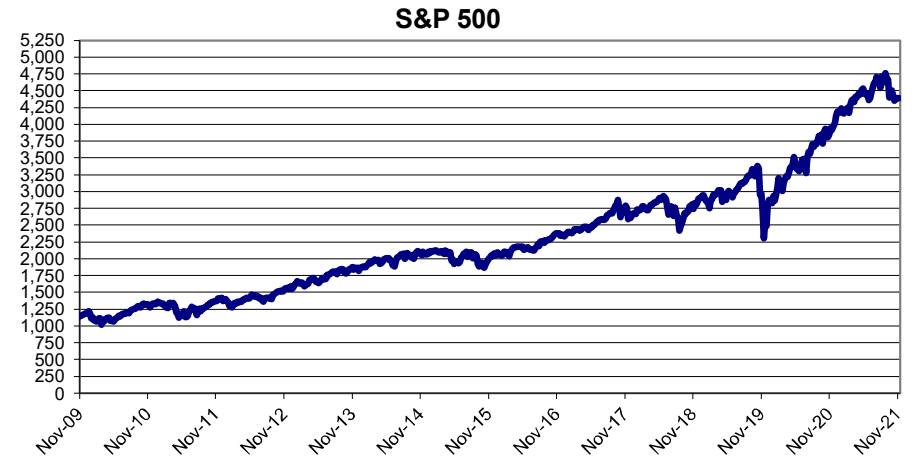
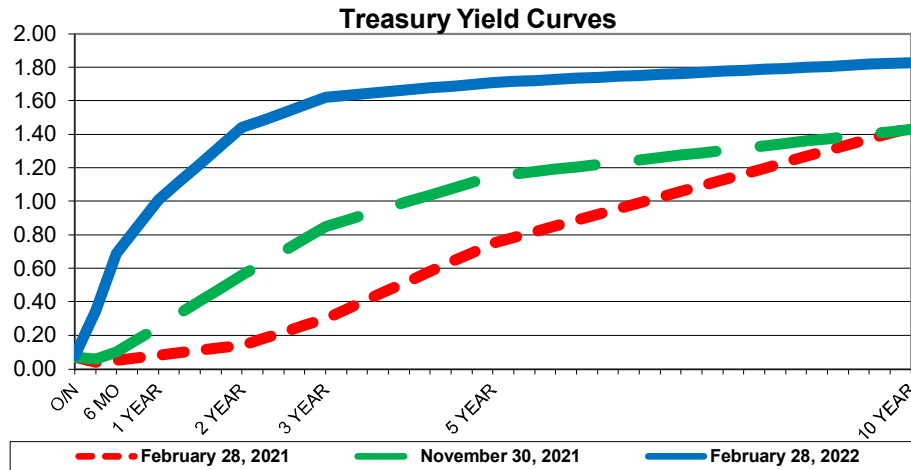
(1) **Average Quarter Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Average Quarter-End Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

2/28/2022

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%). The FOMC anticipates ending monthly security purchases March 2022 and beginning to increase the Fed Funds Target Range in 0.25% increments. The market projections 4 to 7 increases this calendar year. Fourth Quarter GDP is estimated at +7.0%, subject to one more revision. February Non-Farm Payroll beat estimates by adding 678k net new jobs. Increasing the Three Month Average NFP to 582k. Crude oil continues rising and now trades over \$120 per barrel. The Stock Markets have "corrected" by trading down up 10% from their peaks. Most domestic economic indicators remain positive. Inflation remained well over the FOMC 2% target (Core PCE +/-5.2%). The Russian/Ukrainian war increased global economic uncertainty causing the Yield Curve to retreat slightly.



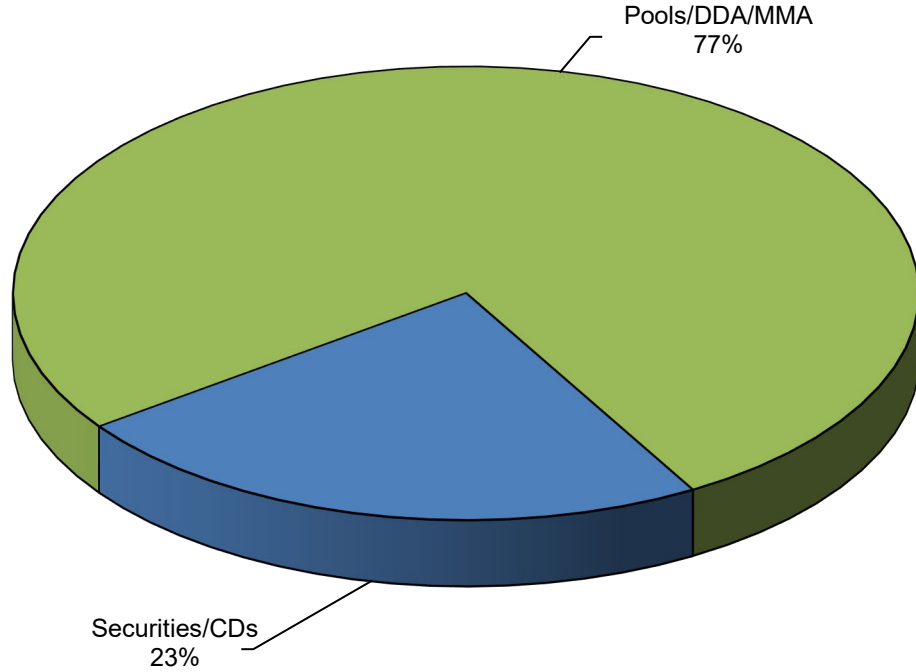
Investment Holdings
February 28, 2022

	Description	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Purchase Price	Book Value	Market Price	Market Value	Life (days)	Yield
Citizen's State Bank	Checking	0.15%	03/01/22	02/28/22	\$ 1,392,016	1.00	\$ 1,392,016	1.00	\$ 1,392,016	1	0.15%
Citizen's State Bank	MMA	0.40%	03/01/22	02/28/22	5,153,751	1.00	5,153,751	1.00	5,153,751	1	0.40%
InterBank	Cash Mgt	0.25%	03/01/22	02/28/22	25,078	1.00	25,078	1.00	25,078	1	0.25%
Citizen's State Bank	CD	0.75%	11/02/22	11/02/21	2,000,000	100.00	2,000,000	100.000	2,000,000	247	0.75%
					\$ 8,570,845		\$ 8,570,845		\$ 8,570,845	58	0.44%
										(1)	(2)

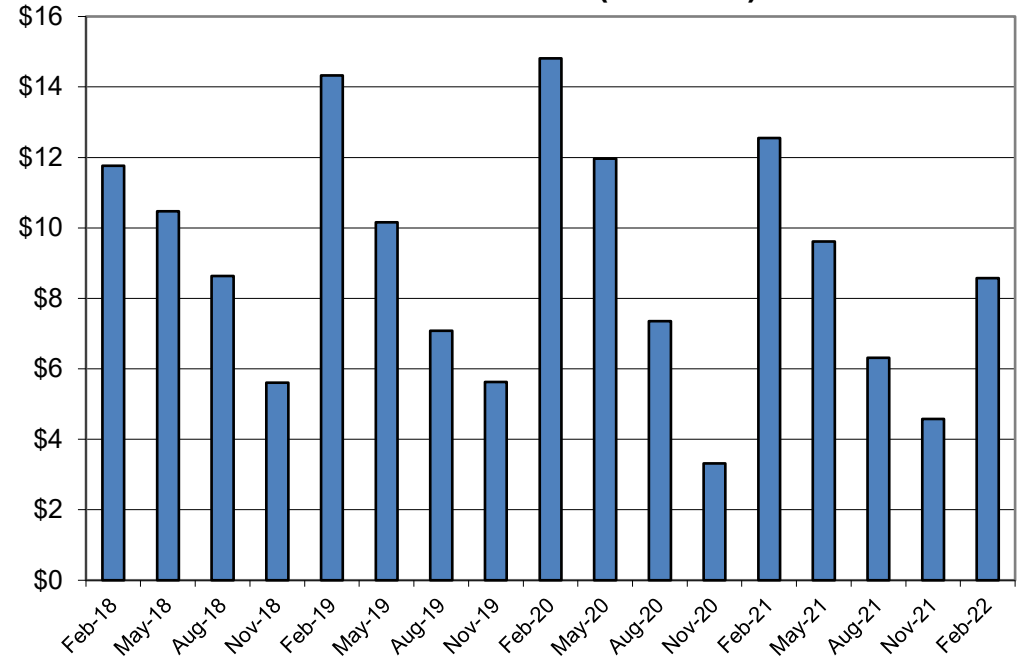
(1) Weighted average life - For purposes of calculating weighted average life, Bank Deposit, Local Government Investment Pool, and Money Market Mutual Fund investments are assumed to have a one day maturity.

(2) Weighted average yield to maturity - For purposes of calculating weighted average yield to maturity, realized and unrealized gains/losses, and Investment Advisor fees are not considered.

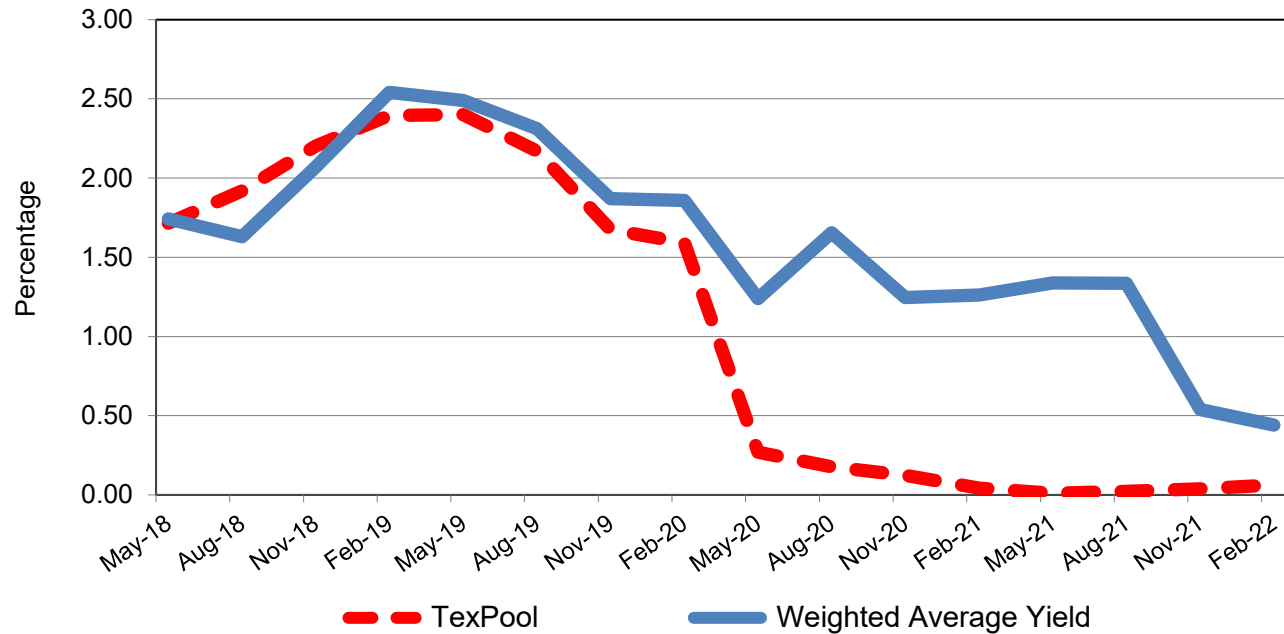
Portfolio Composition



Total Portfolio (Millions)



Portfolio Performance



63

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 11/30/21	Increases	Decreases	Book Value 02/28/22	Market Value 11/30/21	Change in Market Value	Market Value 02/28/22
Citizen's State Bank	0.15%	03/01/22	\$ 255,872	\$ 1,136,144	\$ -	\$ 1,392,016	\$ 255,872	\$ 1,136,144	\$ 1,392,016
Citizen's State Bank	0.40%	03/01/22	2,295,406	2,858,345	-	5,153,751	2,295,406	2,858,345	5,153,751
InterBank	0.25%	03/01/22	25,063	15	-	25,078	25,063	15	25,078
Citizen's State Bank	0.75%	11/02/22	2,000,000	-	-	2,000,000	2,000,000	-	2,000,000
TOTAL / AVERAGE	0.44%		\$ 4,576,341	\$ 3,994,504	\$ -	\$ 8,570,845	\$ 4,576,341	\$ 3,994,504	\$ 8,570,845

**Book & Market Value Allocated by Fund
February 28, 2022**

	Description/ Maturity	Total	General Operating	Activity Fund	Payroll Clearing	Scholarship Trust
Citizen's State Bank	Checking	\$ 1,392,016	\$ 1,226,691	\$ 80,520	\$ 84,008	\$ 797
Citizen's State Bank	MMA	5,153,751	5,153,751	–	–	–
InterBank	Cash Mgt	25,078	25,078	–	–	–
Citizen's State Bank	CD	2,000,000	2,000,000	–	–	–
		\$ 8,570,845	\$ 8,405,520	\$ 80,520	\$ 84,008	\$ 797

**Book & Market Value Allocated by Fund
November 30, 2021**

	Description/ Maturity	Total	General Operating	Activity Fund	Payroll Clearing	Scholarship Trust
Citizen's State Bank	Checking	\$ 255,872	\$ 125,615	\$ 97,493	\$ 32,042	\$ 722
Citizen's State Bank	MMA	2,295,406	2,295,406	–	–	–
InterBank	Cash Mgt	25,063	25,063	–	–	–
Citizen's State Bank	CD	2,000,000	2,000,000	–	–	–
		\$ 4,576,341	\$ 4,446,083	\$ 97,493	\$ 32,042	\$ 722

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

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

TERMS AND CONDITIONS

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

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

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

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

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

5. Contributions.

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

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

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

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

8. Other Duties of Fund Member.

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

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

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

11. Subrogation and Assignment of Rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For FUND MEMBER: **Groesbeck ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

- F. 2022-23 Contraband Detection Services Agreement
- G. Donation(s)
- H. Surplus

XIX. EXECUTIVE SESSION

- A. Review Recommendation for Employment (Tex. Gov't 551.074)
- B. Personnel Resignations, Leave of Absences, or Reassignments (Tex. Gov't 551.074)
- C. Deliberation Regarding Personnel - Teachers and Other Staff Contracts (Tex. Gov't 551.074)

XX. RECONVENE IN OPEN MEETING

XXI. DISCUSSION AND POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

- A. Recommendation for Employment
 - I. Other Personnel Positions as Needed
- B. Personnel Resignations, Leave of Absences, or Reassignments
- C. Action on Teachers and Other Staff Contracts

XXII. BOARD MEMBER COMMENTS, REPORTS, AND DISCUSSION

XXIII. ADJOURNMENT