

# **Public Notice of Regular Meeting**

## **The Board of Trustees Groesbeck ISD**

A Regular Meeting of the Board of Trustees of Groesbeck ISD will be held Monday, December 12, 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 listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. **INVOCATION**
- II. **CALL TO ORDER**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PLEDGE TO THE TEXAS FLAG**
- V. **REVIEW DISTRICT MISSION STATEMENT**
- VI. **PUBLIC COMMENT (Agenda/Non-Agenda Items)**
- VII. **EXECUTIVE SESSION**
  - A. Consideration and Action on Level III FNG(LOCAL) Student/Parent Complaint/Grievance
- VIII. **RECONVENE IN OPEN MEETING**
- IX. **DISCUSSION AND POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION**
  - A. Action on Level III FNG(LOCAL) Student/Parent Complaint/Grievance
- X. **DISCUSSION AND POSSIBLE ACTION ON THE 2021-2022 AUDIT REPORT BY PATILLO, BROWN & HILL LLP** *(See report in*

*Extras)*

- XI. **PUBLIC HEARING ON THE DESIGNATION OF REINVESTMENT ZONES UNDER TEXAS TAX CODE § 312.0025 IN CONNECTION WITH APPLICATIONS FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY**
  - A. BT Fewell Solar, LLC, Comptroller Application #1830
  - B. Stetson Renewables Holdings, LLC, Comptroller Application #1900
- XII. **PUBLIC HEARING ON APPLICATIONS FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY, PURSUANT TO TEXAS CODE § 313**
  - A. BT Fewell Solar, LLC, Comptroller Application #1830
  - B. Stetson Renewables Holdings, LLC, Comptroller Application #1900
- XIII. **ACKNOWLEDGMENT OF CONFLICT-OF-INTEREST POLICIES BBFA(LEGAL) AND (LOCAL) IN CONNECTION WITH APPLICATIONS FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY, PURSUANT TO TEXAS TAX CODE § 313**
  - A. BT Fewell Solar, LLC Comptroller Application #1830
  - B. Stetson Renewables Holdings, LLC, Comptroller Application #1900
- XIV. **CONSIDER AND POSSIBLE ACTION TO APPROVE THE GROESBECK ISD BOARD OF TRUSTEES RESOLUTION DESIGNATING REINVESTMENT ZONES, PURSUANT TO TEXAS TAX CODE § 312.0025**
  - A. BT Fewell Solar Reinvestment Zone #1
  - B. Stetson Renewables Reinvestment Zone #1
- XV. **CONSIDER AND POSSIBLE ACTION TO ADOPT THE FINDINGS OF FACT OF THE GROESBECK ISD BOARD OF TRUSTEES IN CONNECTION WITH APPLICATIONS FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY, PURSUANT TO TEXAS TAX CODE § 313**
  - A. BT Fewell Solar, LLC, Comptroller Application #1830
  - B. Stetson Renewables Holdings, LLC, Comptroller Application #1900
- XVI. **CONSIDER AND POSSIBLE ACTION TO APPROVE APPLICATIONS FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY AND ENTER INTO AGREEMENTS FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, PURSUANT TO TEXAS TAX CODE § 313**
  - A. Between Groesbeck ISD and BT Fewell Solar, LLC, Application #1830
  - B. Between Groesbeck ISD and Stetson Renewables Holdings, LLC, Application #1900

**XVII. PUBLIC HEARING, AND DISCUSSION AND POSSIBLE  
ACTION ON FINANCIAL INTEGRITY RATING SYSTEM OF  
TEXAS (FIRST)**



**Financial Integrity Rating System of Texas**

**2021-2022 RATINGS BASED ON SCHOOL YEAR 2020-2021 DATA - DISTRICT STATUS DETAIL**

<b>Name:</b> GROESBECK ISD(147902)	<b>Publication Level 1:</b> 8/2/2022 2:05:39 PM
<b>Status:</b> Passed	<b>Publication Level 2:</b> 8/4/2022 12:15:48 PM
<b>Rating:</b> A = Superior Achievement	<b>Last Updated:</b> 8/4/2022 12:15:48 PM
<b>District Score:</b> 98	<b>Passing Score:</b> 70

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	7/12/2022 9:13:56 AM	Yes
2	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	5/16/2022 12:05:40 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	5/16/2022 12:05:41 PM	Yes

4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)</u>	5/16/2022 12:05:41 PM	Yes  Ceiling Passed
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/17/2022 9:51:49 AM	Ceiling Passed
7	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.</u>	5/16/2022 12:05:43 PM	10
8	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.</u>	5/16/2022 12:05:43 PM	8
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.</u>	5/16/2022 12:05:44 PM	10
10	This indicator is not being scored.		10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term</u>	5/16/2022 12:05:45 PM	10

	<u>solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.</u>		
12	<u>Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.</u>	5/16/2022 12:05:46 PM	10
13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	6/9/2022 11:28:54 AM	10
14	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.</u>	5/16/2022 12:05:48 PM	10
15	This indicator is not being scored.		5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 12:05:48 PM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	5/16/2022 12:05:49 PM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	5/16/2022 12:05:49 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other</u>	5/16/2022 12:05:53 PM	5

	<u>statutes, laws and rules that were in effect at the school district's fiscal year end?</u>		
20	<u>Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 12:05:53 PM	Ceiling Passed
			98 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			98 Score

## DETERMINATION OF RATING

<b>A.</b>	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is <b>F for Substandard Achievement</b> regardless of points earned.	
<b>B.</b>	Determine the rating by the applicable number of points.	
	<b>A = Superior Achievement</b>	90- 100
	<b>B = Above Standard Achievement</b>	80- 89
	<b>C = Meets Standard Achievement</b>	70- 79
	<b>F = Substandard Achievement</b>	<70
<p><b>No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.</b></p> <p>The school district receives an <b>F</b> if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.</p>		

## CEILING INDICATORS

<p>Did the school district meet the criteria for any of the following <b>ceiling indicators</b> 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.</p>		
<p><b>Determination of rating based on meeting ceiling criteria.</b></p>	<p><b>Maximum Points</b></p>	<p><b>Maximum Rating</b></p>
<p><b>Indicator 4</b> (Timely Payments) - School district was issued a warrant hold.</p>	<p>95</p>	<p>A = Superior Achievement</p>
<p><b>Indicator 6</b> (Average Change in Fund Balance) - Response to indicator is <i>No</i>.</p>	<p>89</p>	<p>B = Above Standard Achievement</p>
<p><b>Indicator 16</b> (PEIMS to AFR) - Response to indicator is <i>No</i>.</p>	<p>89</p>	<p>B = Above Standard Achievement</p>
<p><b>Indicator 17</b> (Material Weaknesses) - Response to indicator is <i>No</i>.</p>	<p>79</p>	<p>C = Meets Standard Achievement</p>
<p><b>Indicator 20</b> (Property Values and Tax Discussion) - Response to indicator is <i>No</i>.</p>	<p>89</p>	<p>B = Above Standard Achievement</p>

# School FIRST Annual Financial Management Report

## GROESBECK INDEPENDENT SCHOOL DISTRICT

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(q). Effective 8/1/2018. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

### Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site. If published on the Internet, the contract is to remain accessible for twelve months.

### Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period  
 Ended June 30 or August 31, 2022

<u>Description of Reimbursements</u>	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Meals	\$ 13.07	\$	\$	\$	\$	\$	\$	\$
Lodging								
Transportation								
Motor Fuel								
Other	771.26							
<b>Total</b>	<b>\$784.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:  
 Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).  
 Lodging - Hotel charges.  
 Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).  
 Motor fuel – Gasoline.  
 Other: - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

**Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services**

For the Twelve-Month Period  
 Ended June 30 or August 31, 2022  
Name(s) of Entity(ies)

Amount Received  
 \$

Total \$0.00

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)  
 (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

For the Twelve-Month Period  
 Ended June 30 or August 31, 2022

	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Total	\$	\$	\$	\$	\$	\$	\$	\$

**Note –** An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

**Business Transactions Between School District and Board Members**

For the Twelve-Month Period  
 Ended June 30 or August 31, 2022

	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Amounts	\$	\$	\$	\$	\$	\$	\$

**Note -** The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

## **XVIII. DISTRICT INFORMATION**



Texas Education Agency

Commissioner Mike Morath

1701 North Congress Avenue • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • [tea.texas.gov](http://tea.texas.gov)

December 7, 2022

Subject: Final Report of Post Award Compliance Review

Dear Dr. James Cowley,

The Post-Award Compliance Unit in the Federal Fiscal Compliance and Reporting Division randomly selects and reviews federal grant applications after grant funds have been awarded to eligible subrecipients. Staff have completed their final review of **Groesbeck ISD** administration of the **2022-2023 Perkins V: Strengthening Career and Technical Education for the 21<sup>st</sup> Century** awarded by TEA for the 2022-2023 school year. The review was conducted on 11/17/2022

The Post-Award Compliance Unit did not identify items of noncompliance during the review of the grant application, and therefore TEA considers this matter closed. However, the records associated with this grant application remain subject to review by the TEA program office and other appropriate federal or state oversight entities. You will be notified in the event a follow up to the review is scheduled.

We appreciate your cooperation during the conduct of our review. Should you have any questions, please contact the Post Award Compliance Unit at, [pac@tea.texas.gov](mailto:pac@tea.texas.gov).

Erin Hartmann  
Grant Compliance Specialist  
Federal Fiscal Compliance and Reporting



▲ Kevin Ensminger leads students in the Carpentry Pathway CTE program in Groesbeck ISD.

## GROESBECK ISD

# The right tool for the job

Groesbeck Carpentry Gateway program aims to prepare students and house educators

by **Bobby Hawthorne**

**D**r. James Cowley has a plan. It involves a house with two bedrooms and two baths that's on a lot the Groesbeck Independent School District owns, or will eventually.

A teacher will live in that house, and it'll save that teacher the wear and tear of driving back and forth every day from Waco or Fairfield or Mexia, and perhaps that's all it'll take to convince this teacher to settle in and buy in to everything a little country school like Groesbeck has to offer.

Cowley's in his fifth year as superintendent here, and he didn't need long to see how nicely his plan dovetailed with the local realities.

Of course, what he didn't see was COVID-19, which threw everything into a tizzy, and then the school shootings at Santa Fe and Uvalde,

which spawned an avalanche of costly and time-devouring security mandates.

Given the social, financial and instructional chaos of the past five years, Cowley could not have been faulted for moving his plan to a back burner, but he refused to.

The kids at Groesbeck High will build a house. The school district will rent it to teachers as they come into the district, those teachers will remain on staff, and everyone will benefit.

That's still the plan, and Cowley has hired the right man to make it so. That man is Kevin Ensminger. A GHS grad, he's been in construction for almost 40 years, starting off as a laborer and working his way up to job superintendent.

## Groesbeck ISD

**County:** Limestone

**Region:** 12

**Superintendent:**  
James Cowley

**2020 enrollment:** 1,607

**Number of schools:** 4



▲ Safety is paramount in Ensminger's classroom, and carpentry students learn to create with safety at the top of their minds.

While working in Austin, he met a girl named Cynthia. They married and moved back to Groesbeck, and he started a construction firm, specializing in houses, metal commercial structures and “barndominiums,” which are hybrid hangars, residences, tool sheds and whatever else might be called for.

Cynthia, meanwhile, went to work for the school district. She was an assistant principal at the junior high when Cowley arrived. When she learned that he wanted to create a carpentry program, she introduced him to her husband. Though Ensminger didn't have a college degree, he had more than enough experience to be considered an expert in his field.

So, Ensminger met Dr. Cowley, and the two hit it off, and now, Ensminger's still banging away, building the program one board and one nail at a time.

“When we started, there was a wood shop, but it wasn't much of one,” Ensminger says.

It helped that Cowley's two children had both taken CTE classes and benefited greatly from them. His daughter is now a veterinarian, and his son is an accountant. The CTE classes they

took provided them a chance to figure out what they wanted to do, and the skills to do it with.

Ensminger's now in his fourth year with the district, and his classes are growing in size and scope. Partnerships are being forged, and budget kinks are being ironed out. Ensminger said he hopes work on the house will begin soon, possibly next year. By then, his seniors should be ready, even though some of them came into the program not knowing which end of a screwdriver to hold.

“When we were growing up, we learned how to use a hammer and pair of pliers because we had chores. If something around our house broke, we had to fix it,” he says. “That doesn't happen so much these days. Kids come from families that often don't own their homes, so if something breaks, they just find someone to fix it.”

So, beginners learn tools, materials and safety first. The day I visit, Ensminger is demonstrating a table saw.

“Our table saw is one of the safest on the market,” Ensminger says. “It's called a ‘SawStop.’ It actually comes to an immediate and complete halt if it comes into contact with human skin.”



▲ Carpentry students in GISD have used reclaimed wood to build furniture.

Not all saws are this safe, and Ensminger wants his students to appreciate the dire consequences of even a second of inattention.

This year, the carpentry kids are building what might be considered a cabin. Nucor Steel, which is located near Jewett, about 30 miles east, is a major donor of material, especially wood pallets. It doesn't hurt that one of Ensminger's daughters works there.

Ensminger has pitched in tin siding and pine boards that he salvaged from an old carriage house on his property. The pine boards were milled locally a century or more ago, he says. Though it's hard to believe, the East Texas pine forests reached as far west as Groesbeck back then.

The lesson learned? Sometimes, you go with what you got.

"We're not just teaching kids how to swing a hammer," Ensminger says. "We're teaching them how to use what they have. We want to teach them to think creatively. From the first day, the goal was to teach kids how to do stuff."

So, is there a two-bedroom, two-bath house in Groesbeck's future? Will Ensminger have trained his juniors and seniors to tackle such a major endeavor?

Time will tell.

What if there's another unexpected glitch?

Then, so be it. Work goes on. The plan does not go to the back burner.

"Even if we don't build a house right away, we're still giving these kids something they'll never get anywhere else," Ensminger says. "They're learning how to read a tape measure, how to climb a ladder safely, and how to change out a wall outlet. These are lessons some of these kids are never going to learn anywhere else, lessons they'll use for the rest of their lives."

**Bobby Hawthorne** is the author of "Longhorn Football" and "Home Field," published by UT Press. In 2005, he retired as director of academics for the University Interscholastic League.

**XIX. DISCUSSION AND POSSIBLE ACTION ON BANKING AND INVESTMENT COMPANIES CHANGE IN ACCOUNT SIGNATORIES**

**XX. DISCUSSION AND ACTION ON CONSENT AGENDA ITEMS**

A. Minutes of Previous Board Meeting

**Special Board Meeting**  
**MINUTES**  
**11/02/2022**  
**6:00 p.m.**

Present: Tom Sutton, Bridgett Jackson-Tatum, Angela Crane, Ronnie Ferguson, Tiffany Burleson, Jud Hughes. Absent: Aslone Foy.

Others: Teresa Battrick, Butch Felkner.

Ronnie Ferguson gave the Invocation.

Tom Sutton called the meeting to order at 6:03 p.m.

There were no public comments.

Entered into Executive Session: 6:05 p.m.

Reconvened: 7:44 p.m.

Jud Hughes left the meeting at 6:26 p.m.

Motion by Ronnie Ferguson, second by Tiffany Burleson to approve six applicants, as discussed, for the first round of interviews. Motion carried unanimously.

Discussion with Butch Felkner, TASB Consultant, regarding the interview process, where to do the interviews, length, and days to hold the interviews: Tuesday, November 8th; Wednesday, November 9<sup>th</sup>; and Friday, November 11th. TASB will do the scheduling of interviews.

Motion by Tiffany Burleson, second by Angela Crane to adjourn. Motion carried unanimously.

Adjourned: 8:21 p.m.

\_\_\_\_\_  
Tom Sutton, Board President

\_\_\_\_\_  
Jud Hughes, Secretary

December 12, 2022  
Date Approved

**Regular Board Meeting**  
**MINUTES**  
**11/14/2022**  
**6:00 p.m.**

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

Others: Dr. James Cowley, Teresa Battrick, Cindy Ensminger, Deana Rand, Kimberly Carter, Evan Ditmore, Jennifer Lloyd, Sue Waller, Joey Johnson, Georgia Johnston, Alex cannon, Bonnie Bomar.

Tom Sutton called the meeting to order at 6:02 p.m.

Student Recognition: Third Grade students sang songs from their Veterans Day Program, led the Pledge of Allegiance and the Pledge to the Texas Flag.

Angela Crane read the District Mission Statement.

Public Comment: There were no public comments.

District Information: Dr. Cowley presented student enrollment of 1572, up 30 students from last year. Discussed Economic Disadvantage around 64%.

Motion by Aslone Foy, second by Ronnie Ferguson to approve Policy CDA(LOCAL) as presented. Motion carried unanimously.

Motion by Ronnie Ferguson, second by Aslone Foy to approve the resolution adopting and review of investment policy as presented. Motion carried unanimously.

Discussion of the Summer Nutrition Program and not having enough participation and cost to the district. There has been low participation in the pass and even when we provided meals through COVID with delivery to stops for meals to be picked up there was very low participation. Discussion of kids being hungry. We have a good partnership with the Backpack Ministries. Recommendation is to move to apply for the waiver. Motion by Angela Crane, second by Tiffany Burleson to approve the waiver from participating in the Summer Nutrition Program for 2023. Voting For: Angela Crane, Tiffany Burleson, Aslone Foy, and Ronnie Ferguson. Voting Against: Tome Sutton. Motion carried.

Motion by Ronnie Ferguson, second by Aslone Foy to cast the Groesbeck ISD's two votes to Ian Geisler. Motion carried unanimously.

Discussion of the State Energy Conservation Office (SECO) Cool Chillers HVAC Loan Program. Dr. James Cowley stated that the three chillers we have are 12, 14, and 16 years old. Replacement of pipes, four years ago was 1 million. This is a first-come, first-serve loan program with 0.25% interest rate, up to a 15 year term. Allows for an increase pad size and replace chillers. It does not cover internal piping. The amount of the loan is \$2,175,000 with a repayment schedule of an annual payment of \$147,750.84 or four

quarterly payments of \$36,945.41. This would have to be in the budget for 15 years and would come out of M&O, not I&S like a bond. One of the chillers is 16 years old and is past its life expectancy. If one goes down it would cost \$60,000 for the first month and after that \$35,000 monthly rental until we receive a new chiller. Georgia Johnston with Trane stated that it takes 3-4 weeks to replace one chiller with a 6 to 9 month lead time. Rental chillers are hard to come by. The system was designed to have a backup. Dr. Cowley stated that we have used Trane and that's why we have gone back to Trane. Joey Johnson with Trane stated that they have not seen price increases like what's happening now. It does have a 10-year whole warranty. Discussion on piping. Dr. Cowley stated that four years ago it was \$1 million and now its \$4 million. We can do this through purchasing through a coop. Discussed piping and we can replace over the years or in phases. Can do financing through traditional municipal interest rates for the piping. We won't have to redo the air handlers. Motion by Tiffany, second by Ronnie Ferguson to move forward with procuring the SECO loan. Motion carried unanimously.

Motion by Tiffany Burleson, second by Ronnie Ferguson to adopt and approve the resolution determining the procurement method for the HVAC Chiller Replacement Project and selecting Job Order Contracting as the procurement method for the HVAC Chiller Replacement Project. Discussed cost of engineers, design, and letter of commitment. Motion carried unanimously.

Motion by Ronnie Ferguson, second by Tiffany Burleson to adopt and approve the resolution delegating authority to the Superintendent to select and contract with the design build contractor for the HVAC Chiller Replacement Project. Motion carried unanimously.

Motion by Tiffany Burleson, second by Aslone Foy to adopt and approve the resolution authorizing the Superintendent to submit an application for the SECO Cool Chillers HVAC Loan Program (BEG26-2023) and delegating authority to the Superintendent to execute the necessary loan and other necessary contract documents required by the program. Motion carried unanimously.

Motion by Aslone Foy, second by Ronnie Ferguson to adopt and approve the resolution delegating authority to the Superintendent to select and engage GTX Engineering, LLC in accordance with Tex. Govt. C. 2254 for the HVAC Chiller Replacement Project. Motion carried unanimously.

Consent Agenda: Discussed the agreement with Mexia ISD and TEXBuy Cooperative. Pulled Item I. Interlocal Agreement with Mexia ISD. Motion by Tiffany Burleson, second by Aslone Foy to approve the Consent Agenda with the exception of Item I. Interlocal Agreement with Mexia ISD. Motion carried unanimously.

- A. Minutes of Previous Board Meeting
- B. Budget Report and Amendments
- C. Approval of 2022 Tax Roll
- D. 2022-23 School Health Advisory Council (SHAC) Members
- E. Resolution of the Board to Convene the District's SHAC to Recommend Curriculum Materials for Instruction Relating to the Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking

- F. Agreements with Limestone Medical Center: Bus Driver Physical, Drug Screening, Speech Therapy
- G. MSB School Services Contract Renewal
- H. TexBuy Cooperative Purchasing Program through Region 16 Education Service Center Resolution and Interlocal Agreement

Entered into Executive Session: 7:23 p.m.

Reconvened: 8:04 p.m.

Motion by Tiffany Burlison, second by Aslone Foy to approve consent agenda Item I. Interlocal Agreement with Mexia ISD. as presented. Motion carried unanimously.

Board Member Comments, Reports, and Discussion: Tom Sutton asked about the Audit and having enough time to review. Dr. Cowley stated that he has talked with the auditor today and should have the audit to the board members prior to the board meeting for enough time to review.

Motion by Tiffany Burlison, second by Angela Crane to adjourn. Motion carried unanimously.

Adjourned: 8:06 p.m.

\_\_\_\_\_  
Tom Sutton, Board President

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Jud Hughes, Secretary

December 12, 2022  
Date Approved

## B. Budget Report and Amendments

**Board Report**  
**Recap Comparison of Revenue to Budget**  
**Groesbeck ISD**  
**As of November**

	<b>Estimated Revenue (Budget)</b>	<b>Revenue Realized Current</b>	<b>Revenue Realized To Date</b>	<b>Revenue Balance</b>	<b>Percent Realized</b>
199 / 3 GENERAL FUND	16,799,621.00	-940,654.90	-2,291,669.14	14,507,951.86	13.64%
211 / 3 TITLE I, PART A	445,658.00	-71,675.17	-141,916.30	303,741.70	31.84%
224 / 3 IDEA - PART B, FORMULA	342,676.00	-40,765.65	-83,137.14	259,538.86	24.26%
225 / 3 IDEA - PART B, PRESCHOOL	7,259.00	.00	.00	7,259.00	.00%
240 / 3 FOOD SERVICE	968,590.00	-108,105.98	-276,607.39	691,982.61	28.56%
244 / 3 CAREER & TECHNICAL	16,134.00	.00	-12,510.00	3,624.00	77.54%
255 / 3 TITLE II, PART A	54,397.00	-7,878.72	-16,026.42	38,370.58	29.46%
265 / 3 TITLE IV, PART B	100,000.00	.00	.00	100,000.00	.00%
266 / 3 ESSER GRANT	.00	.00	.00	.00	.00%
270 / 3 TITLE VI, PART B	41,709.00	.00	.00	41,709.00	.00%
276 / 3 INSTRUCTIONAL CONTINUITY	.00	.00	.00	.00	.00%
289 / 3 FEDERALLY FUNDED	37,007.00	.00	.00	37,007.00	.00%
410 / 3 IMA/TEXTBOOK	1,333.24	.00	.00	1,333.24	.00%
429 / 3 STATE FUNDED	741,901.97	-16,467.97	-43,264.11	698,637.86	5.83%
511 / 3 DEBT SERVICE	3,091,411.00	-178,238.34	-209,864.44	2,881,546.56	6.79%
829 / 3 TRUST & AGENCY FUND	.00	-.30	-695.05	-695.05	.00%
863 / 3 PAYROLL CLEARING	.00	-2.83	-52.47	-52.47	.00%
<b>Total 5000 Revenues</b>	<b>22,497,697.21</b>	<b>-1,363,789.86</b>	<b>-3,075,742.46</b>	<b>19,421,954.75</b>	<b>13.67%</b>
<b>Total 7000 Revenues</b>	<b>150,000.00</b>	<b>.00</b>	<b>.00</b>	<b>150,000.00</b>	<b>.00%</b>
<b>Total Revenues</b>	<b>22,647,697.21</b>	<b>-1,363,789.86</b>	<b>-3,075,742.46</b>	<b>19,571,954.75</b>	<b>13.67%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 3 GENERAL FUND	-17,181,621.00	1,139,086.20	5,153,309.45	1,620,952.68	-10,889,225.35	29.99%
211 / 3 TITLE I, PART A	-445,658.00	113.64	200,380.79	58,464.49	-245,163.57	44.96%
224 / 3 IDEA - PART B, FORMULA	-342,676.00	3,323.29	117,186.27	34,049.13	-222,166.44	34.20%
225 / 3 IDEA - PART B, PRESCHOOL	-7,259.00	.00	.00	.00	-7,259.00	-.00%
240 / 3 FOOD SERVICE	-968,590.00	239,258.09	263,621.35	98,082.79	-465,710.56	27.22%
244 / 3 CAREER & TECHNICAL	-16,134.00	.00	12,510.00	.00	-3,624.00	77.54%
255 / 3 TITLE II, PART A	-54,397.00	7,180.14	15,376.43	3,289.37	-31,840.43	28.27%
265 / 3 TITLE IV, PART B	-100,000.00	3,714.64	18,537.18	7,390.56	-77,748.18	18.54%
266 / 3 ESSER GRANT	.00	.00	.00	.00	.00	.00%
270 / 3 TITLE VI, PART B	-41,709.00	2,200.00	1,314.92	1,314.92	-38,194.08	3.15%
276 / 3 INSTRUCTIONAL CONTINUITY	.00	.00	.00	.00	.00	.00%
289 / 3 FEDERALLY FUNDED	-37,007.00	.00	.00	.00	-37,007.00	-.00%
410 / 3 IMA/TEXTBOOK	-1,333.24	.00	.00	.00	-1,333.24	-.00%
429 / 3 STATE FUNDED	-864,791.97	50,344.08	73,495.84	30,078.39	-740,952.05	8.50%
511 / 3 DEBT SERVICE	-3,091,411.00	.00	.00	.00	-3,091,411.00	-.00%
829 / 3 TRUST & AGENCY FUND	.00	.00	1,048.00	.00	1,048.00	.00%
<b>Total 6000 Expenditures</b>	<b>-23,002,587.21</b>	<b>1,445,220.08</b>	<b>5,856,780.23</b>	<b>1,853,622.33</b>	<b>-15,700,586.90</b>	<b>25.46%</b>
<b>Total 8000 Expenditures</b>	<b>-150,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-150,000.00</b>	<b>-.00%</b>
<b>Total Expenditures</b>	<b>-23,152,587.21</b>	<b>1,445,220.08</b>	<b>5,856,780.23</b>	<b>1,853,622.33</b>	<b>-15,850,586.90</b>	<b>25.46%</b>

End of Report

C. Appointment of Acting Superintendent for Transition Period

(Appointment of Cindy Ensminger as Acting Superintendent during the transition period of Dr. James Cowley's retirement date (12/31/2022) and the hiring and reporting of the new superintendent.)

D. Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY23-24



**ACTION REQUIRED!**  
**Due Date: February 28, 2023**

November 15, 2022

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY23-24

Dear Food Service Director Addressed:

Multi-Region Purchasing Cooperative (hereinafter "R10MRPC") requires all Interlocal Agreements (hereinafter "Agreement") to be approved by each Contracting Entity's Board of Trustees. Completed Agreements must be submitted with proof of Board approval. R10MRPC is also utilizing an annual, single-year agreement that encompasses both membership roles and responsibilities along with bid participation for the Agreement term.

This packet includes the complete Interlocal Agreement for Contracting Entities (hereinafter the "CE") participating in the School Nutrition Programs that wish to purchase foodservice products through the R10MRPC formally procured and awarded bids. If the CE does not plan to purchase from any of the awarded bids, there is no need to complete an Interlocal Agreement.

The **Interlocal Agreement** (pages 3-11) is both a "membership and participation" agreement that commences on July 1<sup>st</sup> and extends through June 30<sup>th</sup> of the following calendar year. By signing the Agreement, you are agreeing to the General Provisions of Member Roles and Responsibilities along with your bid participation selection(s) indicating your entity's purchasing commitment. Members are now required to provide estimated quantities for each product planned on each bid category selected. This is done through a specialized software created by R10MRPC called "Maestro Forecasting."

The Multi-Region Purchasing Cooperative is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded commercial-only vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC and growth in services. Studies indicate that school districts benefit through cooperative participation with a considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continues to rise annually. Studies prove that schools participating in a child nutrition purchasing cooperative receive better pricing and higher selection of products with higher fill rates. Additional benefits of participating in the R10MRPC include reduced costs associated with advertising, paperwork, reduced time, and worry spent on the bidding process, as well as Industry-specific workshops, trainings, and technical support for child nutrition programs.

If I can be of further assistance in this matter, please contact me at 512-487-4597. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2023-2024 R10MRPC.

Sincerely,

Keri Warnick  
Program Coordinator

Enclosures

# **INTERLOCAL AGREEMENT**

**The following Interlocal Agreement (pages 3-11) is to be completed by all contracting entities (CE) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.**

**This Interlocal Agreement is a one-year agreement for school year 2023-2024 (July 1, 2023 through June 30, 2024). If completed, a fully executed copy will be returned to the CE and kept on file with R10MRPC.**

**Each CE wishing to purchase from any procured and awarded bid must complete and sign all required pages. Each CE is asked to seriously consider which bids best fit their needs. R10MRPC requires forecasting of each product planned for purchase prior to all bid renewals and new bids through Maestro Forecasting, the customized software program.**

**The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees and returned no later than February 28, 2023. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.**

**Please return the entire Agreement fully executed: pages 3-11.**

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**SY23-24: INTERLOCAL AGREEMENT**

*This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Contracting Entity (CE) shall be responsible for paying any vendors invoices for goods and services purchased by CE through the effective termination date.*

**Contracting Parties**

<u>Region 10 Education Service Center</u> Fiscal Agent/Coordinating Entity	<u>057-950</u> County District Number	
<u>Groesbeck Independent School District</u> District/Contracting Entity (CE)	<u>147-902</u> CE County District Number	<u>00742</u> TX-UNPS CE ID

**STATEMENT OF SERVICE'S TO BE PERFORMED**

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for CEs located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

**MEMBERSHIP:**

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formal, competitive requests for proposals (RFP's) to assist CEs with their fiscal budgetary needs. CEs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation or bid renewal, members are required to provide estimated quantities/forecast for each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Foods for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System & Safety Training (services)
7. Fresh Produce & Raw Meats
8. Fresh Bread
9. Milk Full-Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages
14. Coffee Bar Products

## **LIMITATION OF AGREEMENT:**

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each CE sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the CE may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

## **GENERAL PROVISIONS:**

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation, because adding a CE may "materially changes the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the CE may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new CE may become effective upon any new bids, rebids being awarded, new fiscal year, or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the CE. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.
7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the CE. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

**Membership Term.** This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1<sup>st</sup> and will extend through June 30<sup>th</sup> of the following calendar year.

**Membership Fees.** No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration, direct operation, and growth in services or software programs offered by the Cooperative to the members that benefit their foodservice operation. CEs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

**Authorization to Participate.** The R10MRPC and each CE represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval acceptable to R10MRPC is required.

**Cooperation and Access.** Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during

normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the CE.

**Primary and Secondary Contact.** The CE agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the CE, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the CE. The CE reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

**Defense and Prosecution of Claims.** The CE authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current CE, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The CE does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the CE by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the CE shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the CE hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Agreement.

**Governance.** R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulation. Procurement processes and procedures are governed by applicable law and regulation.

**Limitations of Liability.** The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim any and all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

**Notice.** Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to [keri.warnick@region10.org](mailto:keri.warnick@region10.org) with a copy to [sue.hayes@region10.org](mailto:sue.hayes@region10.org).

**Acceptance of USDA Foods Sent for Further Processing.** The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal (RFP) for the processing of selected commodity foods donated by participating

members. The R10MRPC, through the Fiscal Agent, is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

**Payment for Goods.** Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

#### **PARTY ROLES AND RESPONSIBILITIES:**

##### ***Role of the R10MRPC, through the Fiscal Agent:***

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement trainings as group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests for Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
  - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
  - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c.
  - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
  - d. Texas Education Code 44.031 relating to purchasing contracts.
  - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its CEs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
  - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.
8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
  - a. Track and assist CEs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
  - b. Assist CEs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - c. Assist CEs with the utilization of carryover pounds to avoid swept inventory.

- d. Provide CEs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
  - e. Make all surveys open to the CEs as surveys are opened by TDA.
  - f. Provide the list of commodity items to CEs for purposes of obtaining quantity requests. This is done using an online software program.
  - g. Receive quantity requests from CEs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
  - h. Provide a delivery schedule, on behalf of each CE, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each CE.
10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all CEs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
  11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
  12. Provide CEs with procedures for ordering, delivery, and billing.
  13. Mediate problems/concerns between vendors and CEs.
  14. Provide CEs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the CE.
  15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
  16. Act ethically always and in accordance with all federal, state, and local guidelines.
  17. Create and monitor/host an Advisory Committee. The Advisory Committee is a voluntary member committee with a 2-year commitment that meets quarterly. The Committee goals are to act as liaison between R10MRPC and the membership base if needed, communicate information received from TDA to R10MRPC as necessary, and review or sample products to assist in the streamlining of offered bid awards and best products.

***Role of the CE:***

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following CE execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing on selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software or as requested by the Program Coordinator during any single-year term of Participation.
5. Comply with all USDA and TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods or any other Annual Agreement per USDA or TDA.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.

10. Participate in bid evaluation committees for the bid's that the CE is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a CE in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC if needed, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas, along with other tasks.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
  - a. The CE shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
  - b. The CE shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 Foodservice, ProcessorLink, Lunchline Inc., or other) on a regular basis; and report inventory issues to R10MRPC.
  - c. The CE shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - d. The CE shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
  - e. The CE shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.



## Interlocal Agreement for SY 2023-2024 Signature and Authorization Form

By signing this page, the CE confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2023, Groesbeck Independent School District and the Region 10 Education Service Center/Fiscal  
District Name/Contracting Entity (CE)

As the authorized Agent for the Board of Trustees of CE, I do hereby execute and enter into this Interlocal Agreement, including Bid Participation, on behalf of CE and intend CE to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

<u>Groesbeck Independent School District</u> District/CE Name	<u>12</u> ESC Region	<u>1541</u> 2022-2023 Enrollment
<u>4</u> # Of Participating Campuses	<u>Limestone</u> County/Countries in Which Campuses are Located	
<u>Jennifer Heyd</u> Printed Name: Primary Foodservice Contact	<u>Jennifer Heyd</u> Signature: Primary Foodservice Contact	<u>12-1-22</u> Date Signed
<u>j.heyd@groesbeckisd.net</u> Email: Primary Contact		<u>254-729-4120</u> Phone: Primary Contact
_____ Printed Name: Secondary Foodservice Contact	_____ Email: Secondary Foodservice Contact	
_____ Phone: Secondary Foodservice Contact		

**Board of Director Approval: Signature or Attached Meeting Minutes are acceptable.**

_____ Printed Name: Authorized Board Director	
<u>X</u> Signature: Authorized Board Director	_____ Date Signed

**Below Area: For Region 10 MRPC Use Only**

_____ R10MRPC Authorized Signature	<u>Keri Warnick</u> R10MRPC Contact Person	_____ Date Signed
<u>Program Coordinator</u> Title of Contact Person	<u>972-348-1448</u> Office Phone	

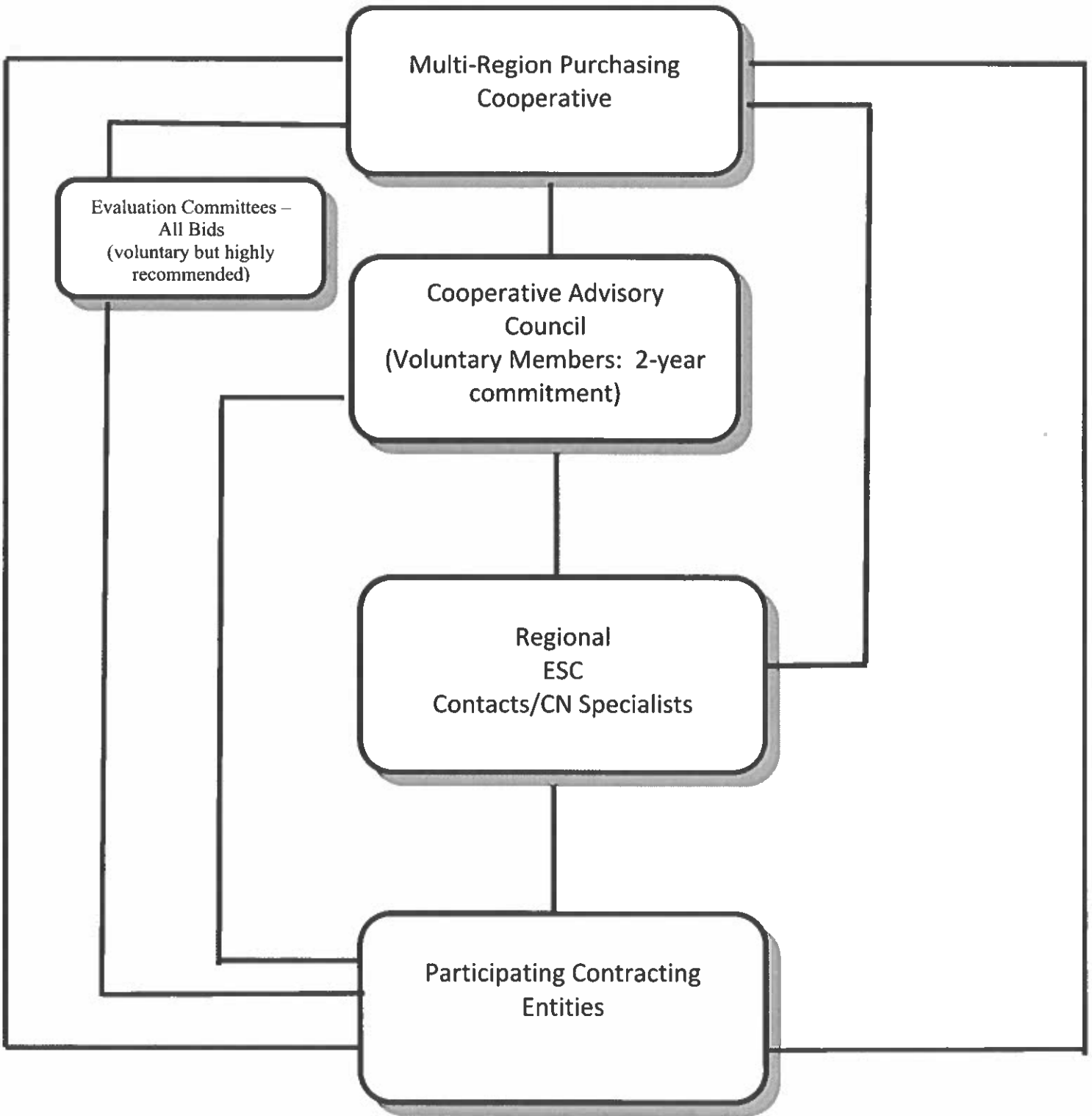
## Bids Overview

Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is the list of RFP's that will be offered in SY23-24 and information if they will be new or renewed.

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Beverages - Container	Drinks in containers such as Coke, Dr Pepper, Gatorade, Water, etc....that meet Smart Snack and/or used for before or after school events if managed by foodservice	2022-01-12'	Yes	Coca Cola; Dr Pepper; Master's Distribution	2 of 5
Chips & Snacks	Smart Snack approved chips and snacks for a' la carte sales	2022-02-13'	Yes	Master's Distribution	2 of 5
Coffee Bar	Cold contained coffees, coffee beans or grounds, syrups, etc.... for Coffee Bars. Smart Snack compliant	2022-10	No	New Bid	1 of 5
Dispensed Fruit Beverages	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	2021-11	Yes	Trident Beverage	3 of 5
Fresh Bread	Direct delivery from bread vendor to campuses. Fresh bread products	2021-04	No	New Bid	1 of 5
Fresh Produce & Raw Meats	Fresh produce and raw meats; produce held to weekly market price	2021-06	Yes	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms	3 of 5
Full-Line Grocery, NOI & FFS	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	2021-02	Yes	Labatt	3 of 5

<b>Bid Category</b>	<b>Bid Description</b>	<b>SY22-23 RFP #</b>	<b>Will This Bid Be Renewed?</b>	<b>Vendors To Be Renewed</b>	<b>Contract Year in SY23-24</b>
Ice Cream	Frozen Ice Cream novelties, delivered directly from vendor, smart snack compliant	2021-05	Yes	Blue Bonnet, Klement Distribution, Yumi Ice Cream	3 of 5
Kitchen Chemicals & Cleaning Supplies	Kitchen and cafeteria cleaning supplies such as chemicals, mops, gloves, as well as testing kits, etc....	2022-08	Yes	Complete Supply, Eco Lab, Kirby	2 of 5
Manufacturer Direct-to-District	Direct delivery in large quantities to approved CEs of commercial foods only. Must have a loading dock and ability to unload the truck and store large minimum drops of food product.	2021-08	No	New Bid	1 of 5
Milk - Full Service Delivery	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed by some vendors	2021-03	No	New Bid	1 of 5
Sanitation Systems & Safety Training	Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2021-15	Yes	SFS PortionPac; Sanitech	3 of 5
Small Wares	All types of small wares for foodservice needs	2022-09	Yes	Ace Mart, Pasco, Sam Tell & Son, Strategic Equipment	2 of 5
USDA Foods for Further Processing	Processed USDA foods to be received through direct delivery, distributor or contracted warehouse	2021-22	Yes	Multiple processors approved by TDA	1 of 5

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative



## E. Surplus

## SURPLUS

Dell OptiPlex Desktop	50	chromebook parts	7
Dell Monitor	58	ibm type writer	1
Bretford laptop cart	1	flat screen tv	2
Epson 8 jet printer	2	desktop calculator	5
Crt tv	12	pull down projector screen	1
Laser printer	16	server rack	3
Hp ink jet printer	3	chromebook screen	12
Fax machine	1	sony vhs combo	2
Ups	17	apple airport extreme	1
Dell laptop	28	ipad	4
document camera	24	fiberoptic connect box	9
mac book parts	7	dell server	4
securtiy cameras	2	dell switch	1
cisco access point	6	hiq server	1
Projector	6	barracuda 350	1
Headphones	9	barrcuda 810	1
xirrus access points	8	apple,server	4
atlas amp dead	14	Badge printer	1
Direct tv to box	1	Cisco 2100 lan controller	1
Compliment servers	4	Cisco 831 router	1
Cisco 48 port switch	6	Barix 100	2
Dell power edge 2950	3	Cisco mcs 7800	1
Dell power edge 1950	3	3com switch	6
Dell power edge r710	1	Dell storage array	1
Dell power edge r720	2	I mac	6
Mac laptops	83		

Dell 19" Monitor	4
ViewSonic 21" Monitor	1
Samsung 24" Monitor	1
Dell 1720	1
Power Strip	1
Dell 1320c	1
Dell Optiplex 960	2
Dell Optiplex 9010	1
iMac	1
Macbook	7
2011 MacBook Air	2
MacBook Air Superdrive	12
Sony DVD/VHS Player	1
Cisco Flip Camera	1
Logitech Mic	1
eInstruction CPS	1
Dell 1800MP	1
Dell Latitude E6530	1
Dell Latitude D531	1
Quizdom Q4 Bag	2
Lantronix xPrintServer	1
TRUlink Amplifier	1
Box of Cables/Chargers	1
Box of Misc. Scrap	1
Panasonic VHS/DVD Player	1
Dolby DirectTV+	1
Channel 1 Network Box	1
Magnavox CRT TV	1

Dell Optiplex 960	17
Dell Optiplex 740	6
Dell Optiplex 745	13
Dell Optiplex GX620	2
Dell Optiplex GX270	1
Dell Optiplex 7010	2
Hatch 201059	1
Dell 11" Monitor	24
Dell 11" Touch Monitor	2
Dell 19" Monitor	10
Dell 21" Monitor	2
Dell 14" Monitor	2
iMAC	7
Keyboards	10
Mice	1
HP LaserJet Pro M401dw	2
HP LaserJet Pro M401n	1
HP LaserJet Pro 400 M401dn	1
HP LaserJet P1102w	1
HP LaserJet P2035N	1
HP Color LaserJet CP2025	2
Dell 5110cn	1
Lumens Document Camera	7
3Com SperStack 2 Switch 3300	2
Datacard Card Printer	1
Startech Video Splitter	2
Polyvision Eno Mini	23
APC Back-UPS ES 500	1
Dymo LabelWriter 450 Turbo	1
Interwrite Pad	1
Sony Blue-ray Player	1
2011 Macbook Air	21
2013 Macbook Pro	8
MacBook (Scrap)	1
Dell Latitude E6530	2
Dell Latitude D531	1
Toshiba Satellite R10	1
Dell Precision 7510	1
Dell Latitude 3400	1
White MacBook	1
SMART Hatch Projector	1
Aleratec CD/DVD Disc Repair	1
Kingston iPad Air Case	10

Interwrite Mobi Learner	3
Interwrite Mobi Dock	1
Motorola Radius CP125	1
Motorola Radius Cp125 Charger	3
Cisco Aironet LWAPP	13
Cat5 Patch Panel	2
Kantek Roll Stand	1
Tripod Mic Stand	4
Short Throw Mount	1
Unknown Metal Tube	1
AccelScan Intelligent Mark Recognition	1
Power Strip	6
Boxlight P6 WX31NST Projector	2
Boxlight ECO X30N Projector	2
Hitachi CP-X2010N Projector (White)	36
Hitachi CP-X206 Projector (Silver)	46
Hitachi CP-X2521WN Projector	5
Hitachi CP-EX251N Projector	2
Epson H859A Projector	3
Toshiba TDP-T45 Projector	1
InFocus X2 Projector	2
PLUS UP-800 Projector	1
eInstruction CPS Bag of Devices	3
APC SMC1500-2U	1
Box of Keyboards	1
Box of Misc Peripherals	1
Box of Projector Power Cables	1
Atlas Sound PA702 Amplifier	4
iPad (Various)	53
Digital Microscope	8
Xirrus XD2240	61
Cisco Aironet 1200	1
Box of Old Macbooks (Scrap)	1
2015 ChromeBook Box of Parts	169
Fiber Optic Termination Box	5

## **XXI. 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. Discuss commercial or financial information regarding business prospects with which Groesbeck ISD is conducting economic development negotiations (Tex. Gov't 551.087)
- D. Consult with Legal Counsel, as necessary, to Address Legal Concerns, Implications, and Questions Regarding the Posted Agenda Items (Tex. Gov't 551.071)
- E. Discussion of Superintendent Applicants (Tex. Gov't 551.074)

## **XXII. RECONVENE IN OPEN MEETING**

## **XXIII. 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. Select Superintendent Finalist

## **XXIV. BOARD MEMBER COMMENTS, REPORTS, AND DISCUSSION**

## **XXV. ADJOURNMENT**

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL)]

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

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For the Board of Trustees