

**The Lockhart Independent School District  
Board of Trustees  
M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street,  
Lockhart, TX 78644  
Regular Meeting, February 26, 2024 – 6:30 PM**

Notice is hereby given that on February 26, 2024, the Board of Trustees of the Lockhart Independent School District will hold a Regular meeting at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644. The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order
2. Presentation of Colors by JROTC
3. Invocation
4. Recognitions
  - A. All American Cheerleaders
  - B. TMEA All-State Band Member
  - C. TMEA 5A All-State Treble Choir
  - D. Texas Art Education Association's Youth Art Month Exhibition
5. Public Comment
6. COMMUNICATION:
  - A. School Safety and Security 4
7. CLOSED SESSION:
  - A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.129 (Consultation with attorney may be handled telephonically); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); and Texas Government Code Section 551.0821 (Deliberate a matter regarding a public school student in which personally identifiable information about the student will necessarily be revealed by the deliberation) specifically to discuss:
    1. Consideration of Level III parent complaint. Tex. Gov't Code sec. 551.071; 551.129; 551.0821; 551.074.
8. OPEN SESSION:
  - A. Consider and possible action regarding Level III parent complaint
9. CLOSED SESSION:
  - A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) specifically to discuss:
    1. Superintendent's Performance Goals
    2. Pursuant to Tex.Gov't Code 551.072 deliberate the purchase of a 15 acre tract in Caldwell County from Paloma Farms Partners, LP.
10. BUSINESS: CONSENT AGENDA
  - A. Approval of Minutes:
    1. January 16, 2024 6
  - B. Approve Budget Amendments 11
  - C. Approve Proclamation of March as Celebrate Texas Public Schools Month 14
  - D. Approve Board Resolution Authorizing Payment of Employees during Winter Storm Closure 17

E. Approve Interlocal agreement between Region 10 and Lockhart ISD for Purchasing Cooperative Services	20
F. Approve Board Resolution in Support of a Fair and Transparent Accountability System	37
G. Review Tax Collection Report	40
H. Review Cash Investment Report	44
11. COMMUNICATION:	
A. Career and Technical Education (CTE) Program Report	47
B. Progress Monitoring Data on District Achievement Targets	49
C. 2023-2024 Budget Update	51
D. District Improvement Plan and Campus Improvement Plan Formative Review Update	53
E. Review Releasing a Bid for Replacement Computers for Students and Staff	55
F. Review Releasing a Bid for Leasing IT Equipment	57
G. Discussion regarding School Colors and Branding	59
12. COMMUNICATION/ACTION:	
A. Consider and/or Approve 2024-2025 Academic Calendar	61
B. Consider and/or Approve Graduation Alliance	63
C. Consider and/or Approve Staffing for the 2024-2025 School Year	66
D. Consideration and/or Possible Action Regarding Superintendent's Performance Goals	69
E. Discuss, consider, and take possible action to adopt a resolution approving the purchase of 15 acres out of a 55 acre tract of land in Caldwell County from Paloma Farms Partners, LP, and delegating authority to the Superintendent to further investigate the property and take all necessary actions to effectuate closing.	71
13. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*	
14. BENEDICTION	
15. ADJOURNMENT	

\*BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST: Items of community interest are limited to: 1) expressions of thanks, congratulations or condolence; 2) information regarding holiday schedules; 3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; 4) a reminder about an upcoming event organized or sponsored by the governing body; 5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official employee of the school district.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

Texas Government Code Section:

- 551.071 Consultation with Attorney; Closed Meeting
- 551.072 Deliberation Regarding Real Property; Closed Meeting
- 551.073 Deliberation Regarding Prospective Gift; Closed Meeting
- 551.074 Personnel Matters; Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee; Closed Meeting

- 551.075 Conference Relating to Investments and Potential Investments Attended by Board of Trustees of Texas Growth Fund; Closed Meeting
- 551.076 Deliberation Regarding Security Devices; Closed Meeting
- 551.082 School Children; School District Employees; Disciplinary Matter or Complaint
- 551.083 Certain School Boards; Closed Meeting Regarding Consultation with Representative of Employee Group
- 551.084 Investigation; Exclusion of Witness from Hearing

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or,
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

On this day of February 23, 2024, this Notice was mailed or faxed to news media who had previously requested such Notice and an original copy was posted on the display window in the School District Administration Building on said date.



---

Superintendent

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Minutes of Regular Meeting

## The Board of Trustees

### Lockhart Independent School District

---

A Regular meeting of the Board of Trustees of Lockhart Independent School District was held Tuesday, January 16, 2024, beginning at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644.

1. Call to Order was at 6:30 P.M. by Board President Michael Wright. Other members present were Dr. Barbara Sanchez, Rene Rayos, Warren Burnett, Sam Lockhart, Rebecca Pulliam, and Tom Guyton
2. Presentation of Colors by JROTC
3. Invocation was given by Trustee Burnett
4. Recognitions
  - A. Vietnam Veteran High School Diploma Recipient  
*Items B-D have been postponed to next month's meeting.*
  - B. All American Cheerleaders
  - C. TMEA All-State Band Member
  - D. TMEA 5A All-State Treble Choir
  - E. January is School Board Recognition Month - "Locally Elected, Community Connected"
    1. President Michael Wright - PRIDE High School and Carver Early Education Center
    2. Vice President Warren Burnett - Lockhart High School and Plum Creek Elementary
    3. Secretary Tom Guyton - Clear Fork Elementary
    4. Trustee Sam Lockhart - Lockhart Junior High School
    5. Trustee Rene Rayos - Bluebonnet Elementary
    6. Trustee Dr. Barbara Sanchez - Alma Brewer Strawn Elementary
    7. Trustee Rebecca Pulliam - Navarro Elementary
5. Public Comment  
John Castillo addressed his concerns regarding the Superintendent.

*Items 6-A and 7-A have been postponed to another date to be determined.*

6. CLOSED SESSION:
  - A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.129 (Consultation with attorney may be handled telephonically); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); and Texas Government Code Section 551.0821 (Deliberate a matter regarding a public school student in which personally identifiable information about the student will necessarily be revealed by the deliberation) specifically to discuss:

1. Consideration of Level III parent complaint. Tex. Gov't Code sec. 551.071; 551.129; 551.0821; 551.074.

7. OPEN SESSION:

- A. Consider and possible action regarding Level III parent complaint

The Board moved to item 10-D.

10. COMMUNICATION:

- D. Lockhart New Elementary School #6 Design Review

This presentation was given by VLK representatives, Rory Estes and Robert Donahue. No action was taken.

8. CLOSED SESSION:

- A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) specifically to discuss:

1. Deliberate the Purchase of Real Property for the Location of Constructing Lockhart ISD Elementary #6 from PHAU-Lockhart 450 LLC Pursuant to Local Government Code §55.072
2. Deliberate the Purchase of Real Property for the Location of Constructing Lockhart ISD Elementary #7 from Paloma Farms Partners, LP Pursuant to Local Government Code §55.072
3. Deliberate the Contractual Terms for Purchase of Real Property for the Location of Constructing Lockhart ISD Elementary #6 and PHAU-Lockhart 450 LLC Pursuant to Local Government Code §551.072
4. Superintendent's Year-End Performance Evaluation
5. Superintendent's Contract

**The Board of Trustees on Tuesday, January 16, 2024 convened at 6:54 PM in closed session in accordance with the Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices). The Board ended its closed session at 8:35 PM on Tuesday, January 16, 2024. No votes, decisions, or actions were taken while in closed session.**

The Board moved to item 11-A.

11. COMMUNICATION/ACTION:

A. Consider and/or Approve the Guaranteed Maximum Price for New Elementary School #6

**Trustee Sanchez made the motion that the Board approve the Administration's recommendation of the Guaranteed Maximum Price Amendment as set forth in the AIA A133-2009, Exhibit A. Trustee Pulliam seconded the motion. The motion carried, 7-0.**

9. Business: Consent Agenda

A. Approval of Minutes:

1. December 11, 2023

B. Approve Budget Amendments

C. Approve Second Amendment to Interlocal Cooperation Agreement (ILA) between Lockhart ISD and Caldwell Co.

D. Approve LOCAL Policy Update 122: CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY; CSA(LOCAL): FACILITY STANDARDS SAFETY AND SECURITY; DC(LOCAL): EMPLOYMENT PRACTICES; EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS; EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY SERVICES AND INTENSIVE PROGRAMS; EHBCA(LOCAL): COMPENSATORY SERVICES AND INTENSIVE PROGRAMS - ACCELERATED INSTRUCTION; FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE; FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT; FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION; FL(LOCAL): STUDENT RECORDS

E. Approve New Innovative Courses

F. Approve Resolution of the Board to Authorize a Campus to Accept Chaplain as a Volunteer

G. Approve Purchase of Security Camera Servers

H. Approve possible action delegating authority to the Superintendent to negotiate a final contract for the purchase of real property for the location of constructing Lockhart ISD Elementary #7 from Paloma Farms Partners, LP and returning the contract for final Board approval.

I. Review Tax Collection Report

J. Review Quarterly Investments Report

**Trustee Sanchez made the motion to approve the Consent agenda as presented. Trustee Rayos seconded the motion. The motion carried, 7-0.**

10. COMMUNICATION:

A. Progress Monitoring Data on District Achievement Targets

This presentation was given by the Assistant Superintendent of Operations, Ty Davidson. No action was taken.

B. Navigate to '28 Mid-Year Update

This update was given by the Deputy Superintendent, Dr. Stephaine Camarillo. No action was taken.

C. 2024-2025 Academic Calendar

This presentation was given by the Deputy Superintendent, Dr. Stephaine Camarillo. No action was taken.

E. Naming Lockhart New Elementary School #6

This update was given by the Superintendent, Mark Estrada. No action was taken.

11. COMMUNICATION/ACTION:

- B. Discuss consider and take possible action to approve purchase of real property for constructing Elementary School #6 located in the J.B. Gray Survey, Abstract 116 Caldwell County from PHAU-Lockhart 450, LLC, for a purchase price of \$836,352.00, and delegating authority to the Superintendent to finalize negotiations and execute a real estate purchase agreement, tender funds, and effectuate closing.

**Trustee Sanchez made the motion that the Board approve the contract in the substantially the same form as provided by counsel and containing the material terms as discussed in executive session of the 12.8 acre parcel of real property from PHAU-Lockhart 450, LLC for a purchase price of \$836,352.00 and closing costs. Trustee Sanchez further moved to delegate authority to the Superintendent to tender the funds at closing, execute all necessary closing documents, and take any other action necessary to effectuate the closing and purchase of the property. Trustee Guyton seconded the motion. The motion carried, 7-0.**

C. Consider and/or Approve Energy Conservation Project

**Trustee Rayos made the motion that the Board approve the proposed Energy Conservation project as presented and to amend the budget for \$36,000. Trustee Guyton seconded the motion. The motion carried, 7-0.**

D. Consider and/or Approve Proclamation of February as Career and Technical Education (CTE) Month

**Trustee Sanchez made the motion that the Board approve the Career and Technical Education (CTE) Proclamation as presented. Trustee Rayos seconded the motion. The motion carried, 7-0.**

E. Consideration and Possible Action to Extend Superintendent's Contract and Approve Salary

**Trustee Guyton made the motion that the Board of Trustees approve the terms of the Superintendent's contract, as discussed in the closed session, and authorize the Board President to execute the contract on behalf of the District. Trustee Pulliam seconded the motion. The motion carried, 7-0.**

12. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST\*

13. BENEDICTION was given by Trustee Guyton

14. ADJOURNMENT was at 9:46 P.M. by Board President Michael Wright

---

Michael Wright, Board President

---

Tom Guyton, Board Secretary

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**Lockhart ISD**  
**Budget Amendments**  
**February 26, 2024**

							23-24	DR (CR)	New
							Appropriation	Amendment	Appropriation
FND	FN	OBJ	SO	ORG	YR-PIC	Code Description			
<b>1. To amend the budget for the Child Nutrition Budget for equipment maintenance and repair:</b>									
240	35	6341	00	999	099000	Food Supplies	2,672,890	600,000	3,272,890
240	51	6249	23	001	099000	Contracted Maintenance and Repair	2,970	2,000	4,970
240	51	6249	23	045	099000	Contracted Maintenance and Repair	13,548	20,000	33,548
240	51	6249	23	038	099000	Contracted Maintenance and Repair	14,854	1,500	16,354
240	51	6249	23	101	099000	Contracted Maintenance and Repair	11,670	1,500	13,170
240	51	6249	23	102	099000	Contracted Maintenance and Repair	25,799	20,000	45,799
240	51	6249	23	103	099000	Contracted Maintenance and Repair	31,295	1,500	32,795
240	51	6249	23	104	099000	Contracted Maintenance and Repair	16,965	1,500	18,465
240	51	6249	23	105	099000	Contracted Maintenance and Repair	42,180	1,500	43,680
240	51	6249	23	106	099000	Contracted Maintenance and Repair	1,383	1,500	2,883
240	51	6319	23	001	099000	Maintenance & Operations Supplies	1,122	2,000	3,122
240	51	6319	23	045	099000	Maintenance & Operations Supplies	910	2,000	2,910
240	51	6319	23	038	099000	Maintenance & Operations Supplies	263	1,000	1,263
240	51	6319	23	101	099000	Maintenance & Operations Supplies	490	1,000	1,490
240	51	6319	23	102	099000	Maintenance & Operations Supplies	12,019	1,000	13,019
240	51	6319	23	103	099000	Maintenance & Operations Supplies	2,436	1,000	3,436
240	51	6319	23	104	099000	Maintenance & Operations Supplies	58	1,000	1,058
240	51	6319	23	105	099000	Maintenance & Operations Supplies	282	1,000	1,282
240	51	6319	23	106	099000	Maintenance & Operations Supplies	771	1,000	1,771
							2,851,905	662,000	3,513,905
<b>2. To amend the budget for cross function budget transfer within the Lockhart High School Campus Budget:</b>									
199	13	6399	07	001	099C00	General Supplies	1,500	(1,500)	-
199	13	6219	07	001	099C00	Professional Services	10,000	(3,500)	6,500
199	13	6411	00	001	099C00	Employee Travel	14,000	(2,500)	11,500
199	23	6395	00	001	099C00	Supplies	9,442	2,500	11,942
199	23	6499	00	001	099C00	Misc. Operating Costs	11,466	5,000	16,466
							46,408	-	46,408
							<b>Submitted by:</b>		
							Nicole Weiser		
							Chief Financial Officer		

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

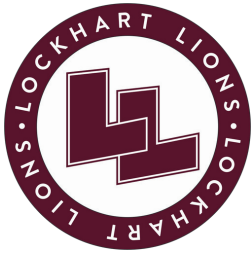
---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



# Celebrate Texas Public Schools Proclamation 2024



WHEREAS, the foundation of a strong and competitive Texas rests in the strength of its public schools; AND

WHEREAS, the Lockhart Independent School District is committed to ensuring all students are challenged, healthy, engaged, safe, and supported to provide the best learning experience; AND

WHEREAS, the dedicated efforts of parents, educators, and community leaders provide the necessary support and strength to our public schools, providing our children a quality education and a passport to opportunities; AND

WHEREAS, the district commits to 1.5 years of growth for every student each year in reading and math and holds high expectations of staff, students, parents, and the community to achieve this; AND

WHEREAS, the district remains focused on having a LockHeart for People, being Locked on Excellence, and UnLocking Potential of every student and staff; AND

WHEREAS, students in Lockhart ISD are at an advantage because they attend LISD public schools; AND

THEREFORE, I, Board President Michael Wright of Lockhart Independent School District, do hereby proclaim March 2024 as the month to Celebrate Texas Public Schools. We urge all citizens to take the time to share with others why they choose public education.

---

Michael Wright  
Board President  
Lockhart ISD

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**LOCKHART ISD BOARD RESOLUTION  
REGARDING SCHOOL CLOSURE**

WHEREAS, the Lockhart Independent School District (“Lockhart ISD” or “the District”) was closed on January 16, 2024 and two hours delay start on January 17, 2024 as a result to dangerous driving conditions caused by ice accumulation from a winter storm which made it impossible to conduct District operations;

WHEREAS, the District employs approximately \_\_\_\_\_ individuals, some of whom are employed on a contract basis and others at will, each of whom contributes to the District’s work to educate the approximately \_\_\_\_\_ students who attend our schools and who we are charged to keep safe;

WHEREAS, the Board of Trustees has determined that it serves the public purpose of the District that all employees who were scheduled to work during an emergency closure be compensated as usual during emergency school closures, as doing so will safeguard the health of our children, our families, our staff, and our community;

WHEREAS Lockhart ISD Board Policy DEA (Local) provides that the Board may choose to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date; and,

WHEREAS, the Lockhart ISD Administration will take appropriate and available measures to ensure an expedient and safe return to normal school operations, as well as careful stewardship of the District’s financial resources during this time; as such, appropriate controls are in place to ensure the public purpose of the District is secured;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Lockhart Independent School District that at an open meeting held on the 26<sup>th</sup> day of February 2024, the Board of Trustees voted, by a vote of \_\_\_ “for,” \_\_\_ “against,” and \_\_\_ abstaining, to approve continued compensation for all employees who were scheduled to work during an emergency closure according to normal work and salary schedules during any period of closure associated with the District’s response to the winter storm.

Adopted this 26th day of February 2024, by the Lockhart Independent School District Board of Trustees.

Signed:

Attest:

\_\_\_\_\_  
Michael Wright, President

\_\_\_\_\_  
Tom Guyton, Secretary

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



**ACTION REQUIRED!**  
**Due Date: February 29, 2024**

October 12, 2023

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY24-25

Dear Food Service Director Addressed:

Multi-Region Purchasing Cooperative (hereinafter "R10MRPC") requires all Interlocal Agreements (hereinafter "Agreement") to be approved by each Recipient Agency's (hereinafter "RA") Board of Directors. 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. Region 10 Education Service Center is the "Coordinating Entity and Fiscal Agent" for R10MRPC.

This packet includes the complete Interlocal Agreement for RAs participating in the School Nutrition Programs that wish to purchase foodservice products or services through the R10MRPC formally procured and awarded bids. If the RA 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 for 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 and benefits offered. Studies indicate that school districts benefit through cooperative participation with considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continue 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 972-348-1448. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2024-2025 R10MRPC.

Sincerely,

Keri Warnick  
Program Coordinator

Enclosures

# **INTERLOCAL AGREEMENT**

**The following Interlocal Agreement (pages 3-11) is to be completed by all recipient agencies (RA) 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 the school year 2024-2025 (July 1, 2024 through June 30, 2025). If completed, a fully executed copy will be returned to the RA and kept on file with R10MRPC indefinitely.**

**Each RA wishing to purchase from any procured and awarded bid must complete and sign all required pages. Each RA 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 or Authorized Representative and returned no later than February 29, 2024. 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 pages 3-11 of the Agreement fully executed.**

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**SY24-25: 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 Recipient Agency (RA) is responsible for paying any vendors invoices for goods and services purchased by RA through the effective termination date. Region 10 ESC is the MRPC "Coordinating Entity and Fiscal Agent."*

**Contracting Parties**

<b>Region 10 Education Service Center</b> Fiscal Agent/Coordinating Entity	<b>057-950</b> County District Number	
District/Recipient Agency (RA)	RA County District Number	RA 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 RA's 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. There is no fee to join R10MRPC.

**MEMBERSHIP:**

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formally procured bids utilizing the competitive requests for proposals (RFP's) method to assist RAs with their fiscal budgetary needs. RAs 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 participating RA sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the RA 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. Adding a RA may "materially change the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the RA 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 RA 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 RA. 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 member. 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. R10MRPC is not allowed to collect a profit from sales of processed commodities through our full-line grocery distributor. All revenue from processed commodities minus commodity bid expenses, is fully rebated to the members participating on the processed commodity bid.

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 (USDA) 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. RAs, 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 RA 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 is acceptable to R10MRPC is required. If your school does not have a Board of Directors, the authorized representative's signature is acceptable.

**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 RA.

**Primary and Secondary Contact.** The RA agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the RA, 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 RA. The RA 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 RA 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 , 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 RA 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 RA 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 RA 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 RA 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 regulations. 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 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 with a copy to 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 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 regulations 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 training as a 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 RAs. 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 RAs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
  - b. Assist RAs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - c. Provide RAs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
  - d. Provide the list of commodity items to RAs for purposes of obtaining quantity requests. This is done using an online software program.
  - e. Receive quantity requests from RAs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
  - f. Provide a delivery schedule, on behalf of each RA, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each RA.
10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all RAs 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 RAs with procedures for ordering, delivery, and billing.
13. Mediate problems/concerns between vendors and RAs.
14. Provide RAs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the RA.
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 RA:***

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 execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing from 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 Maestro Forecasting or as requested by the Program Coordinator during any single-year term of Participation.

5. Comply with all USDA and TDA regulations.
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 RA 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 participating RA 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 RA shall access the Web Based Supply Chain Management (WBSCM) system on a regular basis to effectively manage USDA Foods entitlement, food requests, and allocations.
  - b. The RA 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, or other) on a regular basis; and report inventory issues to R10MRPC.
  - c. The RA shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - d. The RA 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 RA shall attend and/or access MRPC trainings on the management of the USDA Foods program.

**BID PARTICIPATION SELECTIONS for SY 2024-2025**

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/RA, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2024, through June 30, 2025.

The R10MRPC formally procures several competitive RFPs (Request for Proposals) on behalf of all participating members. Each member is required to complete this Bid Participation Agreement and forecast all products planned for purchase if they wish to utilize the R10MRPC awarded bids during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, ***please place a check mark to the left of each bid listed below that you “plan” to use during the SY 2024-2025.*** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, members should seriously consider each selected bid as member forecasting of each product planned on each selected bid is required prior to the release of a new bid or renewal bid.

	Full-Line Grocery, NOI/FFS Distributor
	USDA Foods For Further Processing
	Milk: Full-Service Delivery
	Fresh Bread
	Ice Cream Novelties
	Beverages (container)
	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

	Dispensed Fruit Beverages
	Chips & Snacks
	Fresh Meats and Produce
	Small Wares
	Kitchen Chemicals & Cleaning Supplies
	Sanitation Systems & Safety Training
	Coffee Bar Products

**Please provide us with your district main address as listed on your website or in directory:**

---

District Name	Campus/Bldg. Name
---------------	-------------------

---

Street Number & Name	City	State	Zip Code
----------------------	------	-------	----------

## Interlocal Agreement for SY 2024-2025 Signature and Authorization Form

By signing this page, the RA 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, 2024, \_\_\_\_\_ and the Region 10 Education Service Center/Fiscal Agent  
District Name/Recipient Agency (RA)

enter into this Interlocal Agreement, including Bid Participation. As the authorized Agent for the Board of Trustees or Authorized Representative of the RA, I do hereby execute this Agreement on behalf of RA and intend 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.

District/ Name	ESC Region	2023-2024 Enrollment
# Of Participating Campuses	County/Counties in Which Campuses are Located	
Printed Name: Primary Foodservice Contact	X Signature: Primary Foodservice Contact	Date Signed
Email: Primary Contact	Phone: Primary Contact	
Printed Name: Secondary Foodservice Contact	Email: Secondary Foodservice Contact	
Phone: Secondary Foodservice Contact		

**Board of Director Approval (or authorized rep): Signature Below or Meeting Minutes are acceptable.**

Printed Name: Authorized Board Director (or Authorized Representative)	
X	Date Signed
Signature: Authorized Board Director (or Authorized Representative)	

**Email Completed Agreement to: [angela.mccrary@region10.org](mailto:angela.mccrary@region10.org)**  
**Below Area: For Region 10 MRPC Use Only**

R10MRPC Authorized Signature	Keri Warnick	Date Signed
Program Coordinator	972-348-1448	
Title of Contact Person	Office Phone	

## Bids Overview

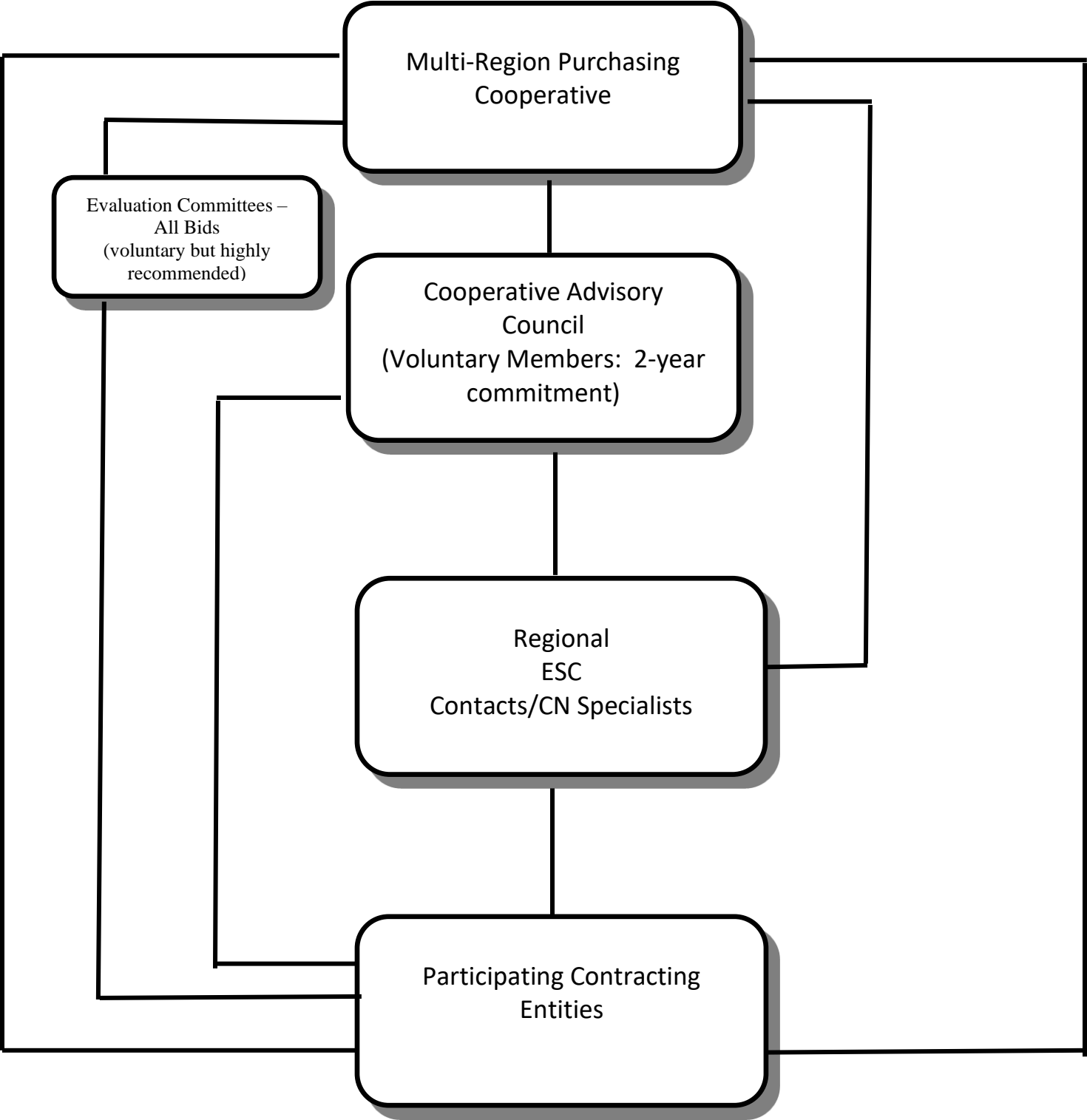
Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is the list of RFPs that will be offered in SY24-25 and information if they will be new or renewed.

Bid Category	Bid Description	SY23-24 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY24-25
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	3 of 5
Chips & Snacks	Smart Snack approved chips and snacks for a' la carte sales	2022-02-13'	Yes	Master's Distribution	3 of 5
Coffee Bar	Cold contained coffees, coffee beans or grounds, syrups, etc.... for Coffee Bars. Smart Snack compliant	2023-03	Yes	Caribou Coffee	2 of 5
Dispensed Fruit Beverages	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	2021-11	Yes	Trident Beverage	4 of 5
Fresh Bread	Direct delivery from bread vendor to campuses. Fresh bread products	2023-02	Yes	Bimbo Bakery, Flowers Bakery	2 of 5
Fresh Produce & Raw Meats	Fresh produce and raw meats; produce held to monthly market price	2023-04	Yes	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms; Hardie's; Freshpoint	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Full-Line Grocery, NOI & FFS	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	2021-02	TBD	Labatt	3 of 5
Ice Cream	Frozen Ice Cream novelties, delivered directly from vendor, smart snack compliant	2021-05	Yes	Blue Bonnet, Klement Distribution, Yumi Ice Cream	4 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	3 of 5
Manufacturer Direct-to-District	Direct delivery in large quantities to approved RAs 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	TBD	TBD	1 of 5
Milk - Full Service Delivery	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed by some vendors	2023-01	Yes	Hiland Dairy; DFA: Oak Farms & Gandy's	2 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	4 of 5
Small Wares	All types of small wares for foodservice needs	2022-09	Yes	Ace Mart, Sam Tell & Son, Strategic Equipment	3 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	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Sanitation Systems & Safety Training 2	Supplemental Bid for Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2023-07	Yes	SFS PortionPac	2 of 5

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative



# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**BOARD RESOLUTION IN SUPPORT OF A FAIR AND TRANSPARENT  
ACCOUNTABILITY SYSTEM**

**WHEREAS** the Lockhart Independent School District Board of Trustees believes in a fairly and consistently applied Accountability Rating System from year-to-year;

**WHEREAS** the Lockhart Independent School District Board of Trustees acknowledges that the Rating System should provide transparency to parents and the public with simple, accessible, and understandable information;

**WHEREAS** the transparency objective is also furthered by requiring the Commissioner to provide the measures, methods, and procedures to school districts that *will be* applied to school districts from year-to-year and without mid-year change;

**WHEREAS** year-to-year consistency allows timely notice to school districts and their campuses to plan school improvement efforts based on the measures, methods, and procedures adopted by the Commissioner;

**WHEREAS** the Texas legislature requires the Commissioner to provide the measures, methods, and procedures on a year-to-year basis and without mid-year change. Without annual consistency, school districts and campuses cannot effectively plan to achieve high-performance ratings unless the Commissioner complies with the legislature’s mandate;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Lockhart Independent School District Board of Trustees joins in collective efforts with other Texas School Boards to:

- Commit our support in pursuing action to ensure the Rating System provides a *fair, transparent, and effective system* for assigning performance ratings to school districts based on consistent measures, methods, and procedures.
- Oppose the Commissioner’s retroactive and drastic mid-year change to the measures, methods, and procedures used for the 2022-2023 school year performance ratings.
- Stand in support of the Rating System adhering to Texas state law as passed by the Texas legislature.
- Stand in support of efforts to reform the Accountability Rating System to one that uses multiple effective school measures for all grade levels and a more holistic approach to assign the ratings of a campus and the performance of each student in lieu of relying heavily on one standardized test.

**PASSED & APPROVED** on the 26<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Vice President**

\_\_\_\_\_  
**Secretary**

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# LOCKHART I.S.D. BOARD

## Tax Collection Report

DECEMBER 2023

	December	Prior Months	TOTAL	PRIOR YEAR
2023 Tax Collection	\$11,128,873.68	\$2,390,260.35	\$13,519,134.03	\$14,149,452.12
2022 & Prior Collection	\$158,794.53	\$671,573.25	\$830,367.78	\$881,123.02
<b>Total Tax Collection =</b>	<b>\$11,287,668.21</b>	<b>\$3,061,833.60</b>	<b>\$14,349,501.81</b>	<b>\$15,030,575.14</b>

note: Above figures include penalties and interest collected  
 2023 Original Levy                      \$30,259,092.56

December 31, 2023 Percent of 2023 Tax Collected                      44.98%

December 31, 2022 Percent of 2022 Tax Collected                      45.95%

December 31, 2021 Percent of 2021 Tax Collected                      51.17%

December 31, 2023 - Balance of Delinquent Tax                      \$2,520,964.05

December 31, 2022 - Balance of Delinquent Tax                      \$2,287,976.75

December 31, 2021 - Balance of Delinquent Tax                      \$2,168,857.58

Corrections made to Current Tax Roll                      (\$114,817.87)

Corrections made to Delinquent Tax Roll                      (\$21,535.98)

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$24,137.11

Submitted by:

*Shanna Ramzinski*

Shanna Ramzinski  
 Chief Appraiser  
 Caldwell County Appraisal District

# LOCKHART I.S.D. BOARD

## Tax Collection Report

JANUARY 2024

	January	Prior Months	TOTAL	PRIOR YEAR
2023 Tax Collection	\$12,508,534.32	\$13,519,134.03	\$26,027,668.35	\$27,422,453.17
2022 & Prior Collection	\$77,594.16	\$830,367.78	\$907,961.94	\$1,042,988.39
<b>Total Tax Collection =</b>	<b>\$12,586,128.48</b>	<b>\$14,349,501.81</b>	<b>\$26,935,630.29</b>	<b>\$28,465,441.56</b>

note: Above figures include penalties and interest collected

2023 Original Levy                      \$30,259,092.56

January 31, 2024 Percent of 2023 Tax Collected                      86.70%

January 31, 2023 Percent of 2022 Tax Collected                      89.05%

January 31, 2022 Percent of 2021 Tax Collected                      89.79%

January 31, 2024 - Balance of Delinquent Tax                      \$2,458,346.78

January 31, 2023 - Balance of Delinquent Tax                      \$2,155,616.12

January 31, 2022 - Balance of Delinquent Tax                      \$2,001,304.91

Corrections made to Current Tax Roll                      (\$42,584.41)

Corrections made to Delinquent Tax Roll                      (\$6,949.61)

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$12,932.72

Submitted by:

*Shanna Ramzinski*

Shanna Ramzinski  
Chief Appraiser  
Caldwell County Appraisal District

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**Lockhart ISD  
Cash Investments Report  
As of January 31, 2024**

	Texas Term	Texpool	First Lockhart	District Funds Total
General Fund	\$ 372,979	\$ 20,038,803	\$ 4,080,529	\$ 24,492,311
Redemption Fund			\$ 2,229	\$ 2,229
Interest & Sinking Fund	\$ 1,411,975	\$ 4,910,631	\$ 961,690	\$ 7,284,296
Payroll			\$ 1,172,301	\$ 1,172,301
School Nutrition	\$ 7,159	\$ 1,201,274	\$ 275,995	\$ 1,484,428
2023 Bond Proceeds	\$ 70,036,876		\$ 556,924	\$ 70,593,800
Maintenance Debt Service				\$ -
<b>District Funds</b>	<b>\$ 71,828,988</b>	<b>\$ 26,150,709</b>	<b>\$ 7,049,668</b>	<b>\$ 105,029,365</b>
C.D. Marshall JHS Scholarship		\$ 32,066		\$ 32,066
G.F. Hudnall Scholarship		\$ 16,243		\$ 16,243
L. White Scholarship		\$ 15,188		\$ 15,188
Mary Barron Canning Sanders Schol.		\$ 6,470		\$ 6,470
Fiduciary Funds			\$ 19,941	\$ 19,941
Roland Endowment Scholarship			\$ 21,109	\$ 21,109
Canning Engineering Scholarship		\$ 25,410		\$ 25,410
Mohle Scholarship		\$ 1,087		\$ 1,087
Top Ten Scholarship			\$ 155,201	\$ 155,201
<b>Scholarship Funds</b>	<b>\$ -</b>	<b>\$ 96,464</b>	<b>\$ 196,251</b>	<b>\$ 292,715</b>
Monthly rate in Bank/Pool:	5.52%	5.55%	3.00%	

<b>Earnings from Temporary Investment Budget Amount (General Fund)</b>	<b>\$ 750,000.00</b>
<b>Earnings Realized</b>	<b>\$ 594,796</b>
<b>Budget Balance (Interest received in excess of budget)</b>	<b>\$ 155,204</b>

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



# OFFICE OF BUSINESS AND FINANCE

PO Box 120 • Lockhart, Texas 78644 • phone: 512.398.0000 • fax: 512.398.0025  
www.lockhartisd.org

DATE: February 26, 2024  
TO: Lockhart ISD Board of Trustees  
FROM: Nicole Weiser, Chief Financial Officer  
RE: 2024-2025 Staffing Request

In reviewing the evolving needs of the school district, LISD requests the following positions for the 2024-2025 fiscal year:

<b>Lever Leader at Lockhart Junior High School</b>	<b>\$ 80,000</b>
Includes one teaching position and one lever leader stipend	
<b>Lever Leader at ABS Elementary School (2)</b>	<b>\$ 90,000</b>
Includes one teacher position and two lever leader stipends	
<b>Special Education Instructional Coordinator</b>	<b>\$ 85,000</b>
Position was previously fund through ESSER III	
<b>Director of Fine Arts</b>	<b>\$100,000</b>
<b>Coordinator of School Safety and Security</b>	<b><u>\$ 85,000</u></b>
<b>TOTAL General Fund Payroll Budget Request</b>	<b>\$440,000</b>

\*Payroll costs include salary, employee benefits and employer payroll costs

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

---

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION: