

Ballinger ISD Board of Trustees Regular Meeting

Monday, January 22, 2024 5:30 PM

BISD Administration Building, 802 Conda Ave, Ballinger, TX 76821

1. **Call to order**

2. **Roll Call/Establish a Quorum**

3. **Invocation**

4. **Pledge of Allegiances to the US Flag and the Texas Flag**

5. **Public Forum/Comments to Board - (Invitation to address the Board- Time Allocation to be specified by the Board President).**

6. **Public Hearing on Ballinger ISD 2022-2023 FIRST Report**

7. **Items for Information/Reports**

7.A. Superintendent's Report

7.A.1. Ballinger ISD School Board Recognition

7.A.2. Attendance Report

7.A.3. Other District Information and Reports

7.A.3.a. Memorandum of Understanding for Student Teacher Residency Grant with Angelo State University and ESC Region 15

7.A.3.b. Ballinger ISD's Teacher Incentive Allotment DRAFT Plan - Cohort G

7.A.3.c. 2024-2025 Runnels Central Appraisal District Directors

7.A.3.d. The 2020 Ballinger ISD Taxable Value Audit

7.A.4. December Supplemental Pay Report

7.B. Assistant Superintendent Reports

7.B.1. Tax Collection Report

7.B.2. Budget Report

7.B.3. ESSER Budget Report

7.B.4. Quarterly Investment Report & Annual Review of Investment Policies and Strategies

7.B.5. Check Register Report

7.C. Elementary Principal Report

7.D. Junior High Principal Report

7.E. High School Principal Report

7.F. Athletic Director Report

8. Items for Action/Discussion

8.A. Consider approval of Minutes of the Regular Board Meeting held on Monday, December 11, 2023 and Special Board Meetings held on Friday, December 15, 2023 and Friday, January 5, 2024.

8.B. Consider action to approve the 2022-2023 Ballinger ISD Financial Audit as presented by Cathy Pitcock with Eckert and Company.

8.C. Consider action to approve the Request for Proposal to provide food services for Ballinger ISD for the 2024-2025 school year.

8.D. DISCUSSION ITEM - Senate Bill 763 requires ISDs to vote on whether to adopt a policy that would authorize individual campuses to employ/accept a chaplain as a volunteer. This will be an action item at the regular February Board Meeting.

8.E. Water Seal Coating for Secondary Campus

9. Executive Session

9.A. Pursuant to Texas Government Code Section 552.0821, deliberation and possible action regarding a matter involving a public school student which may reveal personally identifiable information about the student.

9.B. Pursuant to Texas Government Code Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Specifically, to discuss contract, duties, employment, and annual evaluation of Superintendent Jeff Butts.

9.C. Ratify the resignations of employees that have been received by the Superintendent

9.D. Pursuant to Texas Government Code Section 551.076, to deliberate regarding matters of school safety and security

10. Return to open meeting and take any action deemed necessary upon discussion in the closed meeting.

11. Official Adjournment

Board Secretary

RATING YEAR

2022-2023

DISTRICT NUMBER

district #

Select An Option

Help

Home



Financial Integrity Rating System of Texas

2022-2023 RATINGS BASED ON SCHOOL YEAR 2021-2022 DATA - DISTRICT STATUS DETAIL

Name: BALLINGER ISD(200901)	Publication Level 1: 8/4/2023 12:02:16 PM
Status: Passed	Publication Level 2: 8/7/2023 3:01:39 PM
Rating: A = Superior Achievement	Last Updated: 8/7/2023 3:01:39 PM
District Score: 100	Passing Score: 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>	7/13/2023 6:19:39 PM	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>	7/13/2023 6:19:39 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>	7/13/2023 6:19:39 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>	7/13/2023 6:19:39 PM	Yes Ceiling Passed
5	This indicator is not being evaluated.		
			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</u>	7/13/2023 6:19:39 PM	Ceiling Passed

	<u>highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>		
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>	7/13/2023 6:19:39 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>	7/13/2023 6:19:39 PM	10
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>	7/13/2023 6:19:39 PM	10
10	This indicator is not being evaluated.		10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)</u>	7/13/2023 6:19:39 PM	10
12	<u>What is the correlation between future debt requirements and the district's assessed property value?</u>	7/13/2023 6:19:39 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>	7/13/2023 6:19:39 PM	10
14	This indicator is not being evaluated.		10
15	This indicator is not being evaluated.		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>	7/13/2023 6:19:39 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 and free from substantial doubt about the school district's ability to continue as a going concern? (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>	7/13/2023 6:19:39 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>	7/13/2023 6:19:39 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 statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	7/13/2023 6:19:39 PM	5
20	<u>Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?</u>	7/13/2023 6:19:39 PM	Ceiling Passed
			100 Weighted Sum
			1 Multiplier

the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees for the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 **Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and all other certificates required by law.

2.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 **Board Meetings.** Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. There may also be times when the Board and the Superintendent agree that it is appropriate for the Superintendent not to attend a Board meeting or a portion of a Board meeting. In that case, the Superintendent will be excused from attending the meeting or portion of the meeting.

2.5 **Legal Defense/Indemnification.** The District agrees that, to the extent permitted by state law, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District if the incident in question shall have arisen while the Superintendent was acting within the course and scope of his employment and in conformity with the policies of the District. This defense and indemnity excludes criminal or other illegal acts and any other act, action or omission of the Superintendent which is determined to have been done, taken, or committed with malice or with intent to cause the injury or damage suffered by the claimant. This provision does not apply if the Superintendent is found to have materially breached his contract, to have acted with gross negligence or with intent to have violated a person's clearly established legal rights, to have acted outside the course and scope of his employment, to have engaged in criminal conduct, or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this paragraph by purchasing insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of **\$ 118,500.00.**

3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by the mutual agreement of the two parties or as set forth below. Such adjustments shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.2.1 **Widespread Salary Reductions.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

3.2.2 **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

3.2.3 **Financial Exigency.** In accordance with Texas Education Code section 21.212(f), the Board may choose to amend the terms of the contract of a Superintendent employed under a term contract on the basis of a declared financial exigency under Section 55.011 of the Texas Education. A Superintendent whose contract is amended under this provision may resign without penalty by providing reasonable notice to the Board of at least 30 calendar days.

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.

3.4 **Insurance.** The District shall pay for group health and hospitalization insurance on the same basis as other twelve-month administrative employees of the District.

3.5 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board

shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institution or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District.

3.5.1 The District encourages the continuing professional growth of the Superintendent through participation in professional organizations and activities. Towards that end, the District shall pay the membership fees of the Superintendent in the following organizations:

- A. The Texas Association of School Administrators (TASA); and
- B. Other professional organizations as may be agreed upon by the parties.

3.5.2 In its encouragement of the Superintendent to grow professionally, the Board shall permit reasonable release time for the Superintendent, as the Board and Superintendent shall agree and deem appropriate to attend seminars, courses or meetings in accordance with the Board's policies. The necessary and reasonable expense of such activities shall be reimbursed by the District; however, the expenses shall not exceed the approved annual budget for such expenses and activities. With the prior approval of the Board, the Superintendent may hold the office in such professional organizations, serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other similar activities which are of a short-term duration and do not interfere with the performance of his duties as Superintendent.

3.6 **Expenses.** The District shall pay or reimburse the Superintendent for budgeted, reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract as set forth below.

3.6.1 **Moving Expenses.** In connection with the necessary relocation of the Superintendent and his family to a home located within the District, the District shall pay the Superintendent the sum of Three Thousand Dollars (\$3,000) within seven days of execution of this Contract. This moving and relocation expense allowance is a one-time allowance paid in lieu of any other compensation or reimbursement for the cost and expense of relocating the Superintendent and his family and belongings.

3.6.2 **Mobile Phone:** The District shall pay for the Superintendent's mobile phone cost due to the school being on the AT&T First Net Service.

3.6.3 **Membership Dues:** The District shall pay the Superintendent a Civic Organization Membership allowance of \$100.00 per month, but not more. The Superintendent shall maintain a personal membership in two Civic Organization Memberships of his choice in Ballinger, Texas and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District

shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the Organization Membership stated herein and is included in his total annual salary listed under 3.1 above.

- 3.6.4 **In District Travel:** The District shall pay the Superintendent in-district travel of \$400.00 per month, but not more. The Superintendent shall maintain his personal vehicle and not claim any travel with-in the district. The Superintendent shall maintain his liability and comprehensive insurance on his personal vehicle and the district shall have no obligation or responsibility to his in-district travel except the monthly payment to the Superintendent of the in-district travel which is included in his total annual salary listed under 3.1 above.

IV. Annual Performance Goals

4.1 **Development of Goals.** On or before September 1st of every year during the term of this Contract, the Superintendent and the Board shall jointly develop the goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

V. Review of Performance

5.1 **Time and Basis of Evaluation.** At a minimum, beginning in the school year 2021-2022, the Board shall evaluate and assess in writing the performance of the Superintendent annually during this Contract, typically during the month of January. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and to the adopted annual goals outlined in Subsection 4.1. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least thirty (30) days prior to the Regular Called Board Meeting in January. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

VI. Extension or Nonrenewal of Employment Contract

6.1 **Extensions/Nonrenewal.** Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, and applicable law.

VII. Termination of Employment Contract

7.1 **Mutual Agreement.** This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

7.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 **Termination for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause in accordance with state law and Board policy. Good cause means the failure of the Superintendent to perform the duties in the scope of his employment that a person of ordinary prudence would have done under the same or similar circumstances, and includes, but is not necessarily limited to:

- a. Refusal or willful failure to substantially perform the duties and responsibilities set forth in this Employment Contract in good faith and to the best of the Superintendent's abilities;
- b. Dishonesty regarding matters of significance to the duties of the Superintendent, misappropriation, breach of fiduciary duty or fraud with respect to the District or any of its assets;
- c. Commission of any crime of moral turpitude, felony or misdemeanor or any other offense which, in the judgment of the Board, would bring public disrespect, contempt or ridicule upon the District;
- d. Willful misconduct or gross negligence which has an adverse effect upon the District or substantially impairs the Superintendent's effectiveness as an institution leader of the District;
- e. Refusal to follow a lawful directive of the Board;
- f. Violation of District Policy, Rules of the Commissioner of Education or state or federal law.

7.4 **Termination Procedure.** In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

7.5 **No Confidence.** The parties to this Contract agree and stipulate that during the term of this Contract, a vote of "No Confidence" by at least 5 members of the Board shall constitute grounds for termination of this Contract. Should the Board choose to terminate this Contract by a vote of "No Confidence" the District shall pay to the Superintendent a sum equaling four (4) months of the Superintendent's base salary. Should the District terminate this Contract by a vote of "No Confidence" and tender payment in the amount specified herein, the right to any pre- or post-termination hearing before the Board and the right to appeal the Board's action to any administrative body or court of law shall be considered waived by the Superintendent upon acceptance of such payment.

7.6 **Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not

later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Brown County, Texas, unless otherwise provided by law.

8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 **Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the Contract.

8.4 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreement and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

Executed this 14th day of February, 2023

BALLINGER INDEPENDENT SCHOOL DISTRICT

By: _____
Manuel Galvan, President
Board of Trustees

ATTEST:

By: _____
Cheryl Buchanan, Secretary
Board of Trustees

SUPERINTENDENT

By: _____
Jeff Butts, Superintendent

School FIRST Annual Financial Management Report

BALLINGER 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 August 31, 2023

Description of Reimbursements	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Meals	\$	\$	\$	\$	\$	\$	\$	\$
Lodging								
Transportation	598.775							
Motor Fuel								
Other	3429.55							
Total	\$4,028.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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, 20XX
Name(s) of Entity(ies)

Amount Received
 0

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, 20XX

	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Total	0	0	0	0	0	0	0	0

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, 20XX

	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Amounts	2001.28	0	0	0	0	0	0

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.

Ballinger ISD Enrollment/ADA/% Attendance

	Elementary	Junior High	High School	Fairview	Fairview Disc	District
First Day of School Enrollment	357	184	242	0	0	783
Aug 23-24	372	190	240	2	1	805
*Enrollment	323.55	180.42	230.50	2.25	1.17	737.88
ADA	95.91	95.92	96.24	72.97	100.00	95.80
%Attend						
Sept 23-24	373	182	233	2	4	794
*Enrollment	321.05	172.84	219.32	.90	1.965	716.06
ADA	92.91	93.73	92.92	36.73	66.10	93.00
%Attend						
Oct 23-24	373	179	233	1	5	791
*Enrollment	320.45	170.25	216.65	1.62	2.67	711.64
ADA	93.64	94.27	93.72	89.47	60.87	93.70
%Attend						
Nov 23-24	373	181	231	1	4	790
*Enrollment	318.75	168.19	209.44	.65	3.41	700.43
ADA	93.06	93.59	93.68	64.71	78.38	93.44
%Attend						
Dec 23-24	372	177	226	2	5	782
*Enrollment	314.18	162.55	211.09	1.20	3.50	692.52
ADA	91.93	91.27	95.10	85.71	72.92	92.71
%Attend						
Jan 23-24						
*Enrollment						
ADA						
%Attend						
Feb 23-24						
*Enrollment						
ADA						
%Attend						
Mar 23-24						
*Enrollment						
ADA						
%Attend						
Apr 23-24						
*Enrollment						
ADA						
%Attend						
May 23-24						
*Enrollment						
ADA						
%Attend						
Last Day of School Enrollment						

2023-2024
Current ADA
709.35

2023-2024
Proposed Budget ADA
730

*Enrollment as of the last day of the month

A Number of Days Taught 78

	EE	PK	KG	1	2	3	4	5
	-----	-----	-----	-----	-----	-----	-----	-----
B Tot Days Membership - All Students	.00	.00	.00	.00	.00	.00	.00	.00
C Tot Days Absent - All Students	.00	.00	.00	.00	.00	.00	.00	.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	.00	.00	.00	.00	.00
E Ineligible Days Present	.00	.00	.00	.00	.00	.00	.00	.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	.00	.00	.00	.00	.00
G Refined ADA (F/A)	.00	.00	.00	.00	.00	.00	.00	.00
H Percent Attendance (%)	.00	.00	.00	.00	.00	.00	.00	.00
	6	7	8	9	10	11	12	Total
	-----	-----	-----	-----	-----	-----	-----	-----
B Tot Days Membership - All Students	.00	.00	.00	4450.00	4858.00	4637.00	.00	13945.00
C Tot Days Absent - All Students	.00	.00	.00	239.00	263.00	237.00	.00	739.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	4211.00	4595.00	4400.00	.00	13206.00
E Ineligible Days Present	.00	.00	.00	0.00	0.00	0.00	.00	0.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	4211.00	4595.00	4400.00	.00	13206.00
G Refined ADA (F/A)	.00	.00	.00	53.99	58.91	56.41	.00	169.31
H Percent Attendance (%)	.00	.00	.00	94.63	94.59	94.89	.00	94.70

A Number of Days Taught 78

	EE	PK	KG	1	2	3	4	5
	6	7	8	9	10	11	12	Total
B Tot Days Membership - All Students	.00	.00	.00	.00	.00	.00	.00	.00
C Tot Days Absent - All Students	.00	.00	.00	.00	.00	.00	.00	.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	.00	.00	.00	.00	.00
E Ineligible Days Present	.00	.00	.00	.00	.00	.00	.00	.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	.00	.00	.00	.00	.00
G Refined ADA (F/A)	.00	.00	.00	.00	.00	.00	.00	.00
H Percent Attendance (%)	.00	.00	.00	.00	.00	.00	.00	.00
B Tot Days Membership - All Students	.00	.00	.00	.00	.00	.00	3790.00	3790.00
C Tot Days Absent - All Students	.00	.00	.00	.00	.00	.00	260.00	260.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	.00	.00	.00	3530.00	3530.00
E Ineligible Days Present	.00	.00	.00	.00	.00	.00	0.00	0.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	.00	.00	.00	3530.00	3530.00
G Refined ADA (F/A)	.00	.00	.00	.00	.00	.00	45.26	45.26
H Percent Attendance (%)	.00	.00	.00	.00	.00	.00	93.14	93.14

A Number of Days Taught 78

	EE	PK	KG	1	2	3	4	5
B Tot Days Membership - All Students	.00	.00	.00	.00	.00	.00	.00	.00
C Tot Days Absent - All Students	.00	.00	.00	.00	.00	.00	.00	.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	.00	.00	.00	.00	.00
E Ineligible Days Present	.00	.00	.00	.00	.00	.00	.00	.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	.00	.00	.00	.00	.00
G Refined ADA (F/A)	.00	.00	.00	.00	.00	.00	.00	.00
H Percent Attendance (%)	.00	.00	.00	.00	.00	.00	.00	.00

	6	7	8	9	10	11	12	Total
B Tot Days Membership - All Students	.00	.00	.00	.00	0.00	0.00	0.00	0.00
C Tot Days Absent - All Students	.00	.00	.00	.00	0.00	0.00	0.00	0.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	.00	0.00	0.00	0.00	0.00
E Ineligible Days Present	.00	.00	.00	.00	0.00	0.00	0.00	0.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	.00	0.00	0.00	0.00	0.00
G Refined ADA (F/A)	.00	.00	.00	.00	0.00	0.00	0.00	0.00
H Percent Attendance (%)	.00	.00	.00	.00	0.00	0.00	0.00	0.00

A Number of Days Taught 80

	EE	PK	KG	1	2	3	4	5
	-----	-----	-----	-----	-----	-----	-----	-----
B Tot Days Membership - All Students	.00	.00	.00	.00	.00	.00	.00	.00
C Tot Days Absent - All Students	.00	.00	.00	.00	.00	.00	.00	.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	.00	.00	.00	.00	.00
E Ineligible Days Present	.00	.00	.00	.00	.00	.00	.00	.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	.00	.00	.00	.00	.00
G Refined ADA (F/A)	.00	.00	.00	.00	.00	.00	.00	.00
H Percent Attendance (%)	.00	.00	.00	.00	.00	.00	.00	.00
	6	7	8	9	10	11	12	Total
	-----	-----	-----	-----	-----	-----	-----	-----
B Tot Days Membership - All Students	.00	.00	.00	95.00	50.00	10.00	.00	155.00
C Tot Days Absent - All Students	.00	.00	.00	26.00	27.00	0.00	.00	53.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	69.00	23.00	10.00	.00	102.00
E Ineligible Days Present	.00	.00	.00	0.00	0.00	0.00	.00	0.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	69.00	23.00	10.00	.00	102.00
G Refined ADA (F/A)	.00	.00	.00	.86	.29	.13	.00	1.28
H Percent Attendance (%)	.00	.00	.00	72.63	46.00	100.00	.00	65.81

A Number of Days Taught 80

	EE	PK	KG	1	2	3	4	5
	-----	-----	-----	-----	-----	-----	-----	-----
B Tot Days Membership - All Students	.00	.00	.00	.00	.00	.00	.00	.00
C Tot Days Absent - All Students	.00	.00	.00	.00	.00	.00	.00	.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	.00	.00	.00	.00	.00
E Ineligible Days Present	.00	.00	.00	.00	.00	.00	.00	.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	.00	.00	.00	.00	.00
G Refined ADA (F/A)	.00	.00	.00	.00	.00	.00	.00	.00
H Percent Attendance (%)	.00	.00	.00	.00	.00	.00	.00	.00
	6	7	8	9	10	11	12	Total
	-----	-----	-----	-----	-----	-----	-----	-----
B Tot Days Membership - All Students	.00	.00	93.00	194.00	.00	.00	.00	287.00
C Tot Days Absent - All Students	.00	.00	8.00	78.00	.00	.00	.00	86.00
D Tot Days Present - All Students (B-C)	.00	.00	85.00	116.00	.00	.00	.00	201.00
E Ineligible Days Present	.00	.00	0.00	0.00	.00	.00	.00	0.00
F Tot Eligible Days Present (D-E)	.00	.00	85.00	116.00	.00	.00	.00	201.00
G Refined ADA (F/A)	.00	.00	1.06	1.45	.00	.00	.00	2.51
H Percent Attendance (%)	.00	.00	91.40	59.79	.00	.00	.00	70.03

A Number of Days Taught 78

	EE	PK	KG	1	2	3	4	5
B Tot Days Membership - All Students	.00	.00	.00	.00	.00	.00	.00	.00
C Tot Days Absent - All Students	.00	.00	.00	.00	.00	.00	.00	.00
D Tot Days Present - All Students (B-C)	.00	.00	.00	.00	.00	.00	.00	.00
E Ineligible Days Present	.00	.00	.00	.00	.00	.00	.00	.00
F Tot Eligible Days Present (D-E)	.00	.00	.00	.00	.00	.00	.00	.00
G Refined ADA (F/A)	.00	.00	.00	.00	.00	.00	.00	.00
H Percent Attendance (%)	.00	.00	.00	.00	.00	.00	.00	.00

	6	7	8	9	10	11	12	Total
B Tot Days Membership - All Students	4606.00	4880.00	4720.00	.00	.00	.00	.00	14206.00
C Tot Days Absent - All Students	248.00	232.00	391.00	.00	.00	.00	.00	871.00
D Tot Days Present - All Students (B-C)	4358.00	4648.00	4329.00	.00	.00	.00	.00	13335.00
E Ineligible Days Present	0.00	0.00	0.00	.00	.00	.00	.00	0.00
F Tot Eligible Days Present (D-E)	4358.00	4648.00	4329.00	.00	.00	.00	.00	13335.00
G Refined ADA (F/A)	55.87	59.59	55.50	.00	.00	.00	.00	170.96
H Percent Attendance (%)	94.62	95.25	91.72	.00	.00	.00	.00	93.87

Cnty-Dist: 200-901

BALLINGER ISD

Page: 10 of 10

Campus: ALL

08-16-2023 To 12-15-2023

Sch Year: 2024

A Number of Days Taught	Campuses-Tracks: 001-01 (78), 001-02 (78), 001-03 (78), 003-01 (80), 005-01 (80), 041-01 (78), 101-01 (78), 101-02 (78), 101-03 (78)							
	EE	PK	KG	1	2	3	4	5
B Tot Days Membership - All Students	.00	2390.50	4511.00	4137.00	6046.00	3053.00	3638.00	3768.00
C Tot Days Absent - All Students	.00	169.50	351.00	234.00	361.00	221.00	193.00	218.00
D Tot Days Present - All Students (B-C)	.00	2221.00	4160.00	3903.00	5685.00	2832.00	3445.00	3550.00
E Ineligible Days Present	.00	833.00	0.00	0.00	0.00	0.00	0.00	0.00
F Tot Eligible Days Present (D-E)	.00	1388.00	4160.00	3903.00	5685.00	2832.00	3445.00	3550.00
G Refined ADA (F/A)	.00	17.79	53.33	50.04	72.88	36.31	44.17	45.51
H Percent Attendance (%)	.00	92.91	92.22	94.34	94.03	92.76	94.69	94.21
	6	7	8	9	10	11	12	Total
B Tot Days Membership - All Students	4606.00	4880.00	4813.00	4739.00	4908.00	4647.00	3790.00	59926.50
C Tot Days Absent - All Students	248.00	232.00	399.00	343.00	290.00	237.00	260.00	3756.50
D Tot Days Present - All Students (B-C)	4358.00	4648.00	4414.00	4396.00	4618.00	4410.00	3530.00	56170.00
E Ineligible Days Present	0.00	0.00	0.00	0.00	0.00	0.00	0.00	833.00
F Tot Eligible Days Present (D-E)	4358.00	4648.00	4414.00	4396.00	4618.00	4410.00	3530.00	55337.00
G Refined ADA (F/A)	55.87	59.59	56.56	56.30	59.20	56.54	45.26	709.35
H Percent Attendance (%)	94.62	95.25	91.71	92.76	94.09	94.90	93.14	93.73

2023 - 2024 Enrollment Figures

DATE	PPCD	PK-H	PK	PK In	KG	1ST	2ND	3RD	4TH	5TH	ELEM TOTAL	6TH	7TH	8TH	JH TOTAL	9TH	10TH	11TH	12TH	Flex	HS TOTAL	SubTotal	FAC DISC	FAC	DIST TOTAL
FIRST DAY	0	17	16	11	57	53	74	38	46	45	357	60	62	62	184	61	64	64	53		242	783	0	0	783
8/31/2023	0	17	20	12	60	53	76	38	49	47	372	60	65	65	190	60	64	61	55		240	802	1	2	805
9/30/2023	0	17	22	12	57	53	78	39	47	48	373	58	62	62	182	58	62	59	54		233	788	4	2	794
10/27/2023	0	17	21	12	57	52	78	39	47	49	372	58	62	60	180	57	62	59	52		230	782	4	2	788
10/31/2023	0	17	21	12	57	53	78	40	46	49	373	59	62	58	179	55	64	62	52		233	785	5	1	791
11/30/2023	0	17	23	11	57	54	77	40	45	49	373	60	62	59	181	54	62	58	48	9	231	785	4	1	790
12/15/2023	0	17	22	12	57	53	77	40	45	49	372	59	62	56	177	54	62	58	48	4	226	775	5	2	782
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Added Flex students
 Snapshot date



MOU for Region 15 Education Service Center Texas Strategic Staffing (TSS), Angelo State University (ASU) and Ballinger ISD participation in Strategic Staffing with Residents

This memorandum of understanding (MOU) is made and entered into this January 10th, 2024, by and between **Ballinger ISD**, **Angelo State University**, and **Texas Strategic Staffing** at the **Region 15 Education Service Center** as set forth in below for High-Quality, Sustainable Teacher Residencies.

1. LEA-EPP Partnership

- A. The LEA must assure that they will hold structured governance meetings with their EPP partner at least quarterly to analyze teacher resident data and develop plans for teacher residency continuous improvement during the SY 24-25 residency implementation year.
- B. The LEA must assure that they will provide preferential hiring, to the greatest extent possible, to teacher residents who have successfully completed the teacher residency program and received standard certification.
- C. The LEA must assure that they will report the following data to TEA during the SY 24-25 implementation year:
 - I. Number of teacher residents participating in the year-long teacher residency,
 - II. Demographics of teacher residents participating in the program,
 - III. Number and type of teacher certifications awarded to teacher residents
 - IV. Selected staffing models implemented

2. Texas Strategic Staffing (TSS) Technical Assistance for Design and Implementation and Shared District/Charter and EPP Assurances

- A. The **LEA** must assure that the lead point-person would be engaged in all the strategic staffing responsibilities during the design and implementation year, including coordinating with other key district/charter leadership at various points of the design process, and manage implementation year.
- B. The **LEA** must assure they will work closely with **Region 15 Education Service Center (ESC)** for the 23-24 and 24-25 school years to make key decisions and design structures that enable internal capacity to continue the strategic staffing models without the support of the technical assistance provider in SY 2025-2026 and beyond.

C. The **LEA** and their partner EPP(s) must assure they will set shared goals for district/charter paid resident placements in mutually beneficial staffing model positions.

D. The **LEA** and **EPP** partner must assure that the teacher resident year-long clinical teaching assignment is one academic year (28 weeks minimum) in length, with the teacher resident spending at least 3 days per week on the assigned campus under the supervision of the host teacher.

E. The **LEA** and **EPP** partner must assure that they will provide training and support in mentorship and co-teaching best practices for host teachers.

F. The **LEA** and **EPP** partner must assure that they will adhere to all educator preparation program requirements in the Texas Administrative Code (TAC).

G. The **LEA** must assure that a designated team of district/charter, campus, and partner EPP-level leaders will actively participate in strategic staffing model training and technical assistance support activities beginning in SY 2023-2024. The designated team must include at least one district/charter and EPP-level leader, and a selected set of leaders from each campus on which teacher residents are placed.

H. The **LEA** must assure that they will design and implement a strategic staffing model plan that will ensure that the teacher residency model will be sustainable, fully-funded by district/charter dollars, by SY 2024-2025. The plan must include sustainable funding for teacher resident stipends/salaries.

3. High-Quality, Sustainable Residency Funding

A. The **LEA** must assure that they will provide each teacher resident placed within the district/charter a stipend. Districts/Charters will work with their EPP to mutually agree on a stipend amount. The recommended stipend amount per resident is \$10,000-\$12,000 per year; districts and EPPs should make a good faith effort to get as close as possible to the recommended stipend amount.

B. The **LEA** must assure that they will allocate and use the residency and strategic staffing implementation funding specifically for program specific requirements.

This MOU outlines commitments by **Ballinger ISD** and **Angelo State University** to create **paid**, yearlong teacher candidate residencies through the implementation of strategic staffing design that includes reallocation of existing budgets to meet the quality staffing needs of the district. The document provides a brief background on the Texas Strategic Staffing initiative and the terms of this agreement.

Project Overview: Primary Outcomes and Results to be Achieved

This project will establish sustainably paid, year-long teacher residencies which means residents receive compensation from sustainable district budget sources. Through the 2023–2025 Texas Strategic Staffing Grant, the **Region 15 Education Service Center Texas Strategic Staffing (TSS)**, will provide **Ballinger ISD** and **Angelo State University** technical assistance to establish strategic staffing models with teacher residents in co-identified schools. **Region 15 Education Service Center TSS** will work closely with **Ballinger ISD** and **Angelo State University** to set shared goals for district paid resident placements in mutually beneficial staffing model positions. Over the course of the design year and implementation year, Success will be measured through the number of sustainably paid residents placed in the district, the rate at which teacher residents are hired to teach in the district following their residency year, the rate at which residents are retained in the district over time, the increase in teachers that match the diversity of the student population, resident graduates’ effectiveness as teachers of record as measured by their impact on student achievement and principal evaluations, and the number of resident teachers that receive favorable ratings on Principal evaluations.

Through a shared governance structure, **Region 15 Education Service Center TSS** will support the **Ballinger ISD** and **Angelo State University** to develop internal capacity to continue the strategic staffing models sustainably without the support of **Region 15 Education Service Center TSS** beyond the MOU period. This project is therefore a one-time investment to establish a long-term and sustainable structure for strategic staffing with residents.

Scope of Work to be Provided by Region 15 Education Service Center TSS

Region 15 Education Service Center TSS will provide technical assistance to the district and educator preparation program for two years through the Texas Strategic Staffing Grant (the 2023-2024 and 2024-2025 school years) to accomplish the following objectives:

1. Address students’ learning acceleration needs and other instructional priorities through implementation of high quality teacher residencies
2. Enable equitable educational access for your students through high quality teacher residency programs as a key teacher pipeline strategy.
3. Enable equitable access to quality preparation to retain a diverse teacher pipeline in your district.
4. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year long teacher residency programs.
5. Recruit, select, train, and continuously develop high quality host teachers to support residents placed in high need areas.
6. Support your district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.

Design Year Supports (2023-2024): Establishing a Shared Vision

Through shared governance structures, **Region 15 Education Service Center TSS** leads districts, schools, and educator preparation programs through a series of design sessions to accomplish the following objectives:

- Identify a **district** and **EPP** design team that will meet bi-weekly (one-hour sessions) and three in-person over the course of six months.
 - Recommended district design team members:
 - Superintendent (initially)
 - Human Resources Director
 - Chief Academic Officer
 - Curriculum & Instruction Director
 - Equity Chief
 - Chief Finance Officer
 - Assessment/Data Specialist
 - Campus-Level Leadership (as necessary for input and feedback)
 - Recommended EPP design team members:
 - Dean (initially)
 - Associate Dean
 - Teacher Preparation Department Chair or Associate Chair
 - Partnership Coordinator/Clinical Experience
- Co-develop a communication strategy to communicate a shared vision for the residency by designing a communication plan to share with school principals and district personnel,
- Co-develop school selection criteria and select schools that support the partners in meeting their annual goals and vision,
- Co-develop parameters grounded in the strategic staffing objectives for residency models and salaries that meet the agreed upon criteria,
- Co-develop a timeline for the recruitment, selection and placement process of residents and host teachers including: resident and host teacher job descriptions, initial screenings and criteria, resident and host teacher applications, selection protocols, resident placement and hiring processes, and
- Co-develop resident schedules to maximize co-teaching, resident development, and any additional campus-based responsibilities (e.g. tutoring, substitute teaching, paraprofessional duties, etc.)

Implementation Year Supports (2024-2025): Training, Implementation & Sustainability

Training:

- In the summer following the design year (Summer 2024), **Region 15 Education Service Center TSS** will partner with the EPP Clinical Supervisors and relevant district based development staff to provide role-specific summer training sessions to host teachers and residents to build coaching and co-teaching capacity of host teachers and residents. Session topics will include, but are not limited to:

- Responsibilities & Roles
- High impact coaching techniques for *host teachers*
- Setting instructional goals & documenting feedback and growth
- Co-teaching approaches & Scheduling
- Strategic Staffing Model Training
- Culturally informed teaching practices (Optional)
- Over the course of the Implementation Year , **Region 15 Education Service Center TSS** will partner with the **Angelo State University** field supervisors, and district-based development staff, to provide ongoing support & training for residents & host teachers as needed based on the Strategic Staffing model & data gathered during Implementation Year

Implementation & Sustainability:

- **Region 15 Education Service Center TSS** will conduct routine site visits to schools to monitor implementation, conduct interviews, and collect data about implementation. Schools and EPPs will receive data in the Fall and Spring on the strengths and potential strategies to improve the success of the Strategic Staffing Model(s) being implemented. Data will be discussed and used for improved decision-making during shared governance partnership meetings.
- During the two years of design and implementation **Region 15 Education Service Center TSS** will work with district design leads and **Angelo State University** clinical supervisor to build their capacity to lead strategic staffing initiatives during shared governance meetings.

Ballinger ISD and Angelo State University Commitments (Appendix A)

1. By signing this MOU, **Angelo State University** and **Ballinger ISD** commit to engaging in the above technical assistance from **Region 15 Education Service Center TSS** that adheres to six Strategic Staffing objectives:
 - a. Address students' learning acceleration needs and other instructional priorities through implementation of high quality teacher residencies
 - b. Enable equitable educational access for your students through high quality teacher residency programs as a key teacher pipeline strategy.
 - c. Enable equitable access to quality preparation to retain a diverse teacher pipeline in your district.
 - d. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year long teacher residency programs.
 - e. Recruit, select, train, and continuously develop high quality host teachers to support residents placed in high need areas.
 - f. Support your district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.

2. **Ballinger ISD** will select schools in partnership with **Angelo State University** to align with availability of teacher candidate resident placements and pursue resident placement goals that are jointly established between **Ballinger ISD** and **Angelo State University**.
3. **Ballinger ISD** and **Angelo State University** will each assign a point person to serve as the Strategic Staffing design leader. These individuals will have enough time and authority to oversee the work and will be accountable for helping to operationalize the objectives . The total estimated time required to participate in design sessions and progress check-in calls is approximately 45 hours/person for the duration of the design year (October-May, 9 months).
4. **Ballinger ISD** will give schools flexibility to reallocate units and funds within existing budgets to pay for their strategic staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
5. **Ballinger ISD** and **Angelo State University** design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.
6. **Ballinger ISD** and **Angelo State University** will collaborate with **Region 15 Education Service Center TSS** to gather data needed to monitor the initiative's success. Data will be shared back to provide all stakeholders insights into both the implementation of strategic staffing and the residency as it relates to the goals of the educator preparation program, district, and school(s). For the school district this includes student, teacher, and school level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups. For the EPP this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups.
7. **Ballinger ISD**, **Angelo State University**, and **Region 15 Education Service Center TSS** operate in alignment of all [Texas Strategic Staffing Grant Assurances](#).



Commitment to Strategic Staffing Below

This MOU by Region 15 Education Service Center Texas Strategic Staffing, Ballinger ISD, and Angelo State University is a commitment to create **paid, yearlong** teacher candidate residencies through the implementation of strategic staffing design that includes reallocation and reinvestment of existing budgets to meet the quality staffing needs of the district.

District Superintendent:

Name (print)	Date	Signature
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College of Education Dean:

Name (print)	Date	Signature
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Region 15 ESC Executive Director:

Name (print)	Date	Signature
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Appendix A:

Commitments by Stakeholder

Angelo State University	Ballinger ISD
Provide residents for year long placement in partner schools to meet co-developed residency placement goals	Residents receive compensation from sustainable district sources that meet co-developed residency placement goals while giving schools flexibility to reallocate units and funds within existing budgets to pay for their strategic staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
Set shared goals for district paid resident placements in mutually beneficial staffing model positions.	Develop shared goals for district paid resident placements in mutually beneficial staffing model positions.
Develop internal capacity to sustain strategic staffing post 2 years of Region 15 TSS support	Develop internal capacity to sustain strategic staffing post 2 years of Region 15 TSS support
Assign a point person to serve as the Strategic Staffing design leader. Estimated time commitment is 45 hours during the design year.	Assign a point person to serve as the Strategic Staffing design leader. Estimated time commitment is 45 hours during the design year.
School district and EPP design team will review and approve the staffing model designed by each participating school and monitor each school’s implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.	School district and EPP design team will review and approve the staffing model designed by each participating school and monitor each school’s implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.
Actively participate in shared governance structures	Actively participate in shared governance structures

<p>Identify a district and EPP design team that will meet bi-weekly (one-hour sessions) and four in-person (3 hour sessions) over the course of eight months.</p> <ul style="list-style-type: none"> ● Recommended ASU design team members: <ul style="list-style-type: none"> ○ Dean (initially) ○ Associate Dean ○ Teacher Preparation Department Chair or Associate Chair ○ Partnership Coordinator/Clinical Experience 	<p>Identify a district and EPP design team that will meet bi-weekly (one-hour sessions) and four in-person (3 hour sessions) over the course of eight months.</p> <ul style="list-style-type: none"> ● Recommended Ballinger ISD design team members: <ul style="list-style-type: none"> ○ Superintendent (initially) ○ Human Resources Director ○ Curriculum & Instruction Director ○ Finance Director ○ Assessment/Data Specialist
<p>Adhere to six Strategic Staffing objectives:</p> <ol style="list-style-type: none"> 1. Address students' learning acceleration needs and other instructional priorities through implementation of high quality teacher residencies 2. Enable equitable educational access for your students through high quality teacher residency programs as a key teacher pipeline strategy. 3. Enable equitable access to quality preparation to retain a diverse teacher pipeline in your district. 4. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year long teacher residency programs. 5. Recruit, select, train, and continuously develop high quality host teachers to support residents placed in high need areas. 6. Support your district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline. 	<p>Adhere to six Strategic Staffing objectives:</p> <ol style="list-style-type: none"> 1. Address students' learning acceleration needs and other instructional priorities through implementation of high quality teacher residencies 2. Enable equitable educational access for your students through high quality teacher residency programs as a key teacher pipeline strategy. 3. Enable equitable access to quality preparation to retain a diverse teacher pipeline in your district. 4. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year long teacher residency programs. 5. Recruit, select, train, and continuously develop high quality host teacher teachers to support residents placed in high need areas. 6. Support your district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.

<p><u>Ballinger ISD</u> and <u>ASU</u> will collaborate with <u>Region 15 TSS</u> to gather data needed to monitor the initiative’s success . For the EPP this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups.</p>	<p><u>Ballinger ISD</u> and <u>ASU</u> will collaborate with <u>Region 15 TSS</u> to gather data needed to monitor the initiative’s success. For the school district this includes student, teacher, and school level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups.</p>
<p><u>Ballinger ISD</u>, <u>ASU</u>, and <u>Region 15 TSS</u> operate in alignment of all <u>Texas Strategic Staffing Grant Assurances</u>. (p. 6-9)</p>	<p><u>Ballinger ISD</u>, <u>ASU</u>, and <u>Region 15 TSS</u> operate in alignment of all <u>Texas Strategic Staffing Grant Assurances</u>. (p. 6-9)</p>

Teacher Incentive Allotment (TIA) Plan



The Ballinger ISD Instructional Leadership team is excited to implement the Teacher Incentive Allotment (TIA) in the 2024-2025 school year. As instructional leaders, we see first-hand the dedication and tireless efforts that our teachers pour into their classrooms daily. We recognize that teaching is not merely a profession but a passionate commitment to shaping the future of the students in the community of Ballinger. Participating in TIA allows us to not only better support and elevate the teaching profession but has a direct impact on the teachers of Ballinger ISD.

We propose year one to include STAAR teaching assignments due to previously implemented student growth measure systems then expand eligible assignments until all are included. This would allow us time to implement needed student growth systems in a timely manner, prior to data capture/validation.

Initial Teaching Assignments Included in Year 1 of Local Designation System

Eligible Teaching Assignment	Student Growth Measure	Weighting
4-8 Reading, 4-8 Math, Algebra I, and English II	Pre/Post Tests: BOY: Previous Year STAAR EOY: STAAR Assessment Growth Measure: STAAR Transition Table	40% Teacher Observation 60% Student Growth Measure
3 rd Reading, 3 rd Math, 5 th Science, 8 th History, 8 th Science, English I, Biology, and US History	Pre/Post Tests: BOY: STAAR Released Test EOY: STAAR Assessment Growth Measure: District Determined	40% Teacher Observation 60% Student Growth Measure

If any teacher provides proof of enrollment in National Board Certification, the district will provide 2 sub/work days per semester to complete certification, not to exceed 4 semesters.

Plan for Expansion of Local Designation System

School Year for Data Capture	Eligible Teaching Assignments	Student Growth Measure	Weighting
2025-2026 (Year Two)	Non-STAAR tested CORE subjects	<u>PK</u> : Circle <u>Kinder</u> : MCLASS <u>1st-2nd Grade RLA</u> : MCLASS <u>1st & 2nd Grade Math</u> : District-Created <u>3rd-12th Grade</u> : Pre-Post Test: District-Created	40% Teacher Observation 60% Student Growth Measure
2026-2027 (Year Three)	Fine ARTS, PE, CTE	Pre-Post Test: District-Created OR Portfolios	40% Teacher Observation 60% Student Growth Measure

Teacher Incentive Allotment (TIA) Committee Members



The Ballinger ISD Instructional Leadership team is excited to implement the Teacher Incentive Allotment (TIA) in the 2024-2025 school year. As instructional leaders, we see first-hand the dedication and tireless efforts that our teachers pour into their classrooms daily. We recognize that teaching is not merely a profession but a passionate commitment to shaping the future of the students in the community of Ballinger. Participating in TIA allows us to not only better support and elevate the teaching profession but has a direct impact on the teachers of Ballinger ISD.

The following employees of BISSD have agreed to serve on the TIA committee to be a voice in the decision making process for the teachers of Ballinger ISD.

Representatives of Phase 1

- BES: Alison Burrell
- BJH: Jordyn Fischer
- BHS: Allison Busenlehner

Representatives of Phase 2

- BES: Emily Reasor
- BJH: Matthew McBrayer
- BHS: Beth Manley

Representatives of Phase 3

- BES: JR Galvan
- BJH: Matthew Cleveland
- BHS: Jacob Scott

The first committee meeting is Thursday, December 7th

3:00-3:35

Admin Office



Runnels Central Appraisal District
PaulScott Randolph, Chief Appraiser
P.O. Box 524
Ballinger, TX 76821
325-365-3583
runnelscad.org

December 29, 2023, Friday

Subject: Selection of Appraisal District Directors for the years 2024 - 2025 term.

Votes have been received from each taxing unit entitled to vote on the five directors for the Runnels Central Appraisal District for the years 2024 - 2025 term. I have counted all the votes and those receiving the largest cumulative vote totals and hereby declared the winners to serve as the 2024 - 2025 Directors of the Runnels Central Appraisal District are:

Mr. Justin Busenlehner
Mr. Benjamin Clayton
Mr. Alvin Dunn
Mr. Johnny Pritchard
Mr. Greg Schwertner

By copies of this letter, I am submitting the results of this election to all the candidates, and to the governing bodies of each taxing unit in the Runnels Central Appraisal District, in compliance with §6.03 (k) of the Texas Property Tax Code.

Sincerely,

PaulScott Randolph

PaulScott Randolph, Chief Appraiser
Runnels CAD

DISTRIBUTION SUMMARY

BEGINNING: 12/1/2023 ENDING: 12/29/2023

Entity

30-BALLINGER ISD

Entity	Tax Paid	M & O	I & S	P & I	M & O	I & S	Total M & O	Total I & S	Tax & Fees	Attorney	Late Paid	Current Total
2023	965,910.75	965,910.75	0.00	0.00	0.00	0.00	965,910.75	0.00	965,910.75	0.00	1,049.69	966,960.44
Deliq Taxes	Tax Paid	M & O	I & S	P & I	M & O	I & S	Total M & O	Total I & S	Tax & Fees	Attorney	Late Paid	Delq Total
2022	5,193.24	5,193.24	0.00	1,174.93	1,174.93	0.00	6,368.17	0.00	6,368.17	1,248.72	0.00	7,616.89
2021	140.72	140.72	0.00	38.76	38.76	0.00	179.48	0.00	179.48	23.88	0.00	203.36
2018	17.47	17.47	0.00	12.40	12.40	0.00	29.87	0.00	29.87	5.97	0.00	35.84
	5,351.43	5,351.43	0.00	1,226.09	1,226.09	0.00	6,577.52	0.00	6,577.52	1,278.57	0.00	7,856.09

SUMMARY TOTALS

Entity

30-BALLINGER ISD

Refunded Amounts	
Tax Paid	(1,652.60)
P & I	0.00
Attorney	0.00
Late Fees	0.00

Distribution Amounts	
Tax Paid	971,262.18
P & I	1,226.09
Sub Total	972,488.27
Attorney	1,278.57
Late Fees	1,049.69

Late Ag	853.96
Late Protest	0.00
Late Rendition	195.73

Grand Total **\$974,816.53**

Current Collections

Tax Levy	965,910.75	M&O Levy	I&S Levy	0.00
P & I	0.00	M&O P & I	I&S P & I	0.00
Total	965,910.75	M&O Total	I&S Total	0.00

Delinquent Collections

Tax Levy	5,351.43	M&O Levy	I&S Levy	0.00
P & I	1,226.09	M&O P & I	I&S P & I	0.00
Total	6,577.52	M&O Total	I&S Total	0.00

Total	
M&O Total	972,488.27
I&S Total	0.00
Total	972,488.27

YTD SUMMARY REPORT DECEMBER 2023 30-BALLINGER ISD

YEAR	ORIGINAL LEVY	ADJUSTMENTS	SUPPLEMENTS	ADJUSTED LEVY	COLLECTED	COLLECTED W/LATEFEES	PENALTY & INTEREST	ATTORNEY	UNCOLLECTED	YTD COLLECTED	UNCOLLECTED W/LATEFEES	YTD COLLECTED W/LATEFEES
2023	3,278,311.46	(7,353.33)	605.35	3,271,563.48	1,713,036.22	1,714,337.74	0.00	0.00	1,558,527.26	1,713,036.22	1,560,003.06	1,714,337.74
2022	58,639.50	(1,508.64)	0.00	57,130.86	20,603.89	20,796.72	4,694.85	5,271.73	36,526.97	20,603.89	36,572.23	20,796.72
2021	16,251.45	(720.22)	0.00	15,531.23	726.31	726.94	463.55	357.64	14,804.92	726.31	14,915.80	726.94
2020	7,250.74	0.00	0.00	7,250.74	58.06	58.06	26.12	16.83	7,192.68	58.06	7,302.33	58.06
2019	6,736.86	0.00	0.00	6,736.86	1.35	1.35	0.77	0.42	6,735.51	1.35	6,823.39	1.35
2018	5,218.61	0.00	0.00	5,218.61	17.47	17.47	12.40	5.97	5,201.14	17.47	5,279.52	17.47
2017	6,803.92	0.00	0.00	6,803.92	0.00	0.00	0.00	0.00	6,803.92	0.00	6,803.92	0.00
2016	3,246.55	0.00	0.00	3,246.55	0.00	0.00	0.00	0.00	3,246.55	0.00	3,253.39	0.00
2015	2,900.00	0.00	0.00	2,900.00	0.00	0.00	0.00	0.00	2,900.00	0.00	2,900.00	0.00
2014	4,431.76	0.00	0.00	4,431.76	0.00	0.00	0.00	0.00	4,431.76	0.00	4,431.76	0.00
2013	5,381.28	0.00	0.00	5,381.28	0.00	0.00	0.00	0.00	5,381.28	0.00	5,381.28	0.00
2012	5,369.18	0.00	0.00	5,369.18	0.00	0.00	0.00	0.00	5,369.18	0.00	5,369.18	0.00
2011	2,921.61	0.00	0.00	2,921.61	0.00	0.00	0.00	0.00	2,921.61	0.00	2,921.61	0.00
2010	3,331.97	0.00	0.00	3,331.97	0.00	0.00	0.00	0.00	3,331.97	0.00	3,331.97	0.00
2009	1,517.56	0.00	0.00	1,517.56	0.00	0.00	0.00	0.00	1,517.56	0.00	1,517.56	0.00
2008	656.70	0.00	0.00	656.70	0.00	0.00	0.00	0.00	656.70	0.00	656.70	0.00
2007	717.65	0.00	0.00	717.65	0.00	0.00	0.00	0.00	717.65	0.00	717.65	0.00
2006	370.06	0.00	0.00	370.06	0.00	0.00	0.00	0.00	370.06	0.00	370.06	0.00
2005	203.32	0.00	0.00	203.32	0.00	0.00	0.00	0.00	203.32	0.00	224.86	0.00
2004	233.19	0.00	0.00	233.19	0.00	0.00	0.00	0.00	233.19	0.00	233.19	0.00
2003	93.56	0.00	0.00	93.56	0.00	0.00	0.00	0.00	93.56	0.00	93.56	0.00
2002	54.95	0.00	0.00	54.95	0.00	0.00	0.00	0.00	54.95	0.00	54.95	0.00
2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1998(PRIOR)	154.68	0.00	0.00	154.68	0.00	0.00	0.00	0.00	154.68	0.00	154.68	0.00
=====												
	3,410,796.56	(9,582.19)	605.35	3,401,819.72	1,734,443.30	1,735,938.28	5,197.69	5,652.59	1,667,376.42	1,734,443.30	1,669,312.65	1,735,938.28
RATE SUMMARY INFORMATION												
M&O	3,410,757.58	(9,582.19)	605.35	3,401,780.74	1,734,443.30	1,735,938.28	5,197.69	5,652.59	1,667,337.44	1,734,443.30	1,669,312.65	1,735,938.28
I&S	38.98	0.00	0.00	38.98	0.00	0.00	0.00	0.00	38.98	0.00	0.00	0.00
SPC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RATE SUMMARY INFORMATION CURRENT YEAR												
M&O	3,278,311.46	(7,353.33)	605.35	3,271,563.48	1,713,036.22	1,713,036.22	0.00	0.00	1,558,527.26	1,713,036.22	1,558,527.26	1,713,036.22
I&S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RATE SUMMARY INFORMATION DELINQUENT YEARS												
M&O	132,446.12	(2,228.86)	0.00	130,217.26	21,407.08	21,407.08	5,197.69	5,652.59	108,810.18	21,407.08	108,810.18	21,407.08
I&S	38.98	0.00	0.00	38.98	0.00	0.00	0.00	0.00	38.98	0.00	0.00	0.00
SPC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
=====												
	132,485.10	(2,228.86)	0.00	130,256.24	21,407.08	21,407.08	5,197.69	5,652.59	108,849.16	21,407.08	108,849.16	21,407.08

PERCENT COLLECTED ORIGINAL ROLL = 52.254%
ADJUSTED ROLL = 52.361%

		2023-24 Ballinger ISD											
		YTD Monthly Revenue / Expenditures											
		Board Report 12/31//2023											
		<u>Technology Fund 161</u>											
		Current Budget	Encumbrances YTD	Revenues / Expenditures YTD	Monthly Revenues / Expenditures	Balances	Percent of Budget						
		General Fund	161										
		REVENUES											
5700	Other Revenue from Local Sources	1,000.00		0.00	0.00	1,000.00	0.00%						
5800	State Program Revenues	6,604.00		0.00	0.00	6,604.00	0.00%						
5900	Federal Program Revenues (ERATE)	0.00				0.00	0.00%						
7900	Other Resources *	485,000.00		152,265.70	0.00	332,734.30	31.39%						
	Total Revenues	492,604.00		\$152,265.70	\$0.00	\$340,338.30	30.91%						
		EXPENDITURES											
0011	Instruction	268,781.00	19,665.43	90,976.66	33,932.67	158,138.91	33.85%						
0023	School Administration	500.00	0.00	0.00	0.00	500.00	0.00%						
0034	Pupil Transportation	0.00	0.00	0.00	0.00	0.00	0.00%						
0051	Plant Maintenance & Operation	10,000.00	6,163.70	1,851.34	618.20	1,984.96	18.51%						
0053	Data Processing Services *	213,323.00	0.00	67,303.80	15,380.49	146,019.20	31.55%						
	Total Expenditures	492,604.00	\$25,829.13	\$160,131.80	\$49,931.36	\$306,643.07	32.51%						

ESSER II = \$790,233 (2021-2023) ESSER III = \$1,775,324 (2021-2024)
 Total ESSER Funds = \$2,565,227 20% of ESSER III spent on Learning Loss = \$355,065

December expenses

ESSER III ESSER II Used in 21-22

ESSER Needs revised Summer 2023

Obj	Description of Need	Grant Year 21-22	Grant Year 22-23	Grant Year 23-24 (ESSER III only)	281 & 282 Total Spent 21-22	281 & 282 Total Spent 2022-23	282 Only 2023-24 Expenses YTD	ESSER III Remaining Budgeted Total Balance
61xx	Empolyee Incentive	\$ 168,123	\$ 158,000	\$ 168,123	\$ 168,122.69	\$ 157,741.97	\$ 86,934.99	\$ 81,446.35
	August 2021 - May 2024 Incentiv	\$ -	\$ -	\$ 160,000	\$ -	\$ -		\$ 160,000.00
	Elementary AP*1/2 Salary/Dean	\$ 71,443	\$ 71,500	\$ 45,000	\$ 71,442.81	\$ 90,750.16	\$ 11,426.96	\$ 14,323.07
	Rtl Coordinator Stipends		\$ 1,000	\$ 1,000		\$ 853.69	\$ 500.00	\$ 646.31
	Secondary Science Curriculum Coord	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -
	Elem Family Engagement Coordinato	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -
	Mental Health Counselor	\$ 24,402	\$ 71,506	\$ 71,506	\$ 24,407.20	\$ 71,505.93	\$ 17,469.72	\$ 54,031.15
	Summer School	\$ 66,025	\$ 53,555	\$ 55,000	\$ 66,025.00	\$ 53,554.35	\$ 1,000.00	\$ 54,000.65
61xx	Elem ESL Translator	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62xx	Community In Schools Grant JH & HS	\$ 50,000	\$ 50,000	\$ -	\$ 50,000.00	\$ 50,000.00		\$ -
	PD for guided Reading and Math K-2		\$ 1,988		\$ 1,987.47			\$ 0.53
	PD for Leadership Teams		\$ 51,816	\$ 20,000		\$ 51,815.85	\$ 4,500.00	\$ 15,500.15
	Curriculum Coordinator Training		\$ -					\$ -
	Workforce Solutions Counselor	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
	IXL Learning	\$ 5,232	\$ -	\$ 5,232	\$ 5,232.00			\$ 5,232.00
63xx	Lexia Learning	\$ 10,200	\$ -	\$ 8,800	\$ 10,200.00		\$ 8,800.00	\$ -
	Utiities ESSER III		\$ 79,000	\$ 237,000		\$ 90,987.56	\$ 76,781.44	\$ 148,231.00
62xx	Utilities ESSER II	\$ -	\$ 115,127	\$ -		\$ 174,025.14		\$ (58,898.14)
63xx	TI-84 Digital Calculators for 8-12		\$ -					\$ -
	TI-84 calcultors JH & HS - 150	\$ 12,384			\$ 12,384.00			\$ -
	HS Media Yearbook Apple Desktop		\$ -					\$ -
	JH Digital Media 4 MacBooks		\$ -					\$ -
	Multimedia Equipment		\$ -					\$ -
	HS Industry Cirriculum		\$ -					\$ -
	JH Drone/Robotics UIL Kits	\$ -	\$ -	\$ 800				\$ 800.00
	Character Education - Elem	\$ -	\$ -	\$ 4,000				\$ 4,000.00
	Stylus Pens	\$ -	\$ -					\$ -
	Supplemental Programs for Els - Imagine Learning	\$ -	\$ -					\$ -
	Additional Supplies as needed	\$ 10,042	\$ 51,552	\$ 20,000	\$ 10,041.20	\$ 51,551.39		\$ 20,001.41
	Fuel		\$ 70,500	\$ 57,265		\$ 70,497.55	\$ 17,409.89	\$ 39,857.56
63xx	Additional SpEd & EL Resources		\$ -					\$ -
66xx	Suburban	\$ 47,854			\$ 47,853.58			\$ 0.42
66xx	Buses		\$ 440,582			\$ 440,581.15		\$ 0.85
							\$ 224,823.00	
TOTAL EXPENSES		\$ 475,705	\$ 1,226,126	\$ 863,726	\$ 2,565,557.00			
		2021-22	2022-23	2023-24	Total Exp Budget			
				Remaining	\$ -			

Investment Report for Ballinger ISD

Fourth Quarter

(October - December 2023)

				<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Texpool						
Operating Fund			\$37,299.83	5.36%	5.37%	5.37%
Lone Star (1st Public)						
Liquidity Plus Fund			\$47,861.47	5.32%	5.35%	5.35%
TexSTAR						
Operating Fund			\$35,975.62	5.32%	5.33%	5.34%
First National Bank of Ballinger						
Fall 2003 – Lone Star #12355	32 days		\$440,220.86	5.4900%	5.4800%	5.4400%
Fall 2005 (3) #12987	32 days		\$559,863.66	5.5000%	5.4450%	-
Lone Star CD #14120	32 days		\$503,909.81	5.5000%	5.4450%	-
Winter 2010 #14184	32 days		\$602,059.89	5.5000%	5.4450%	-
Winter 2012 #14441	32 days		\$1,185,223.71	5.5050%	5.4450%	5.4100%
Fall 2006 (1) #14592	32 days		\$1,350,820.98	5.5050%	5.4450%	5.4100%
Fall 2007 (1) #14593	32 days		\$639,553.00	5.5000%	5.4450%	-
Operating 2020 #14771	32 days		\$1,610,612.53	5.5050%	5.4850%	5.4100%
Workers Compensation #12367	32 days		\$13,304.30	5.5000%	5.4300%	5.4200%

TOTAL INVESTMENTS

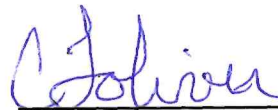
\$7,026,705.66

Other CDs:

Olga Schawe - Scholarship	360 Days	\$29,869.73	Interest used for Band Scholarship
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The information in this report is in compliance with our local investment policy and the Public Funds Investment Act. Supporting documentation available upon request.

Workers Comp Totals as of 09/30/2023	
FNB - CD	\$13,304.30
Claims Paid	\$ 11,108.31
WC Reserve Line Item	\$ -
Cash on Hand	\$ 107,114.01
Total	\$ 131,526.62
Maximum Total Needed for 23-24	\$139,929


1-16-24
 Superintendent/ Date
 Financial Investment Officer

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
001323	12-19-2023	CLAIMS ADMINISTRATIV	005404	1323	799-51-6499.00-999-499000	EPAY	221.00	N
003876	12-15-2023	ROBERT LAIRD	005376	3876	799-11-6499.00-999-499000	N MINZ	615.89	N
003877	12-18-2023	BALLINGER HOSPITAL C	005418	3877	799-51-6499.00-999-499000	J ODEN	115.49	N
003878	12-18-2023	BALLINGER MEMORIAL	005419	3878	799-51-6499.00-999-499000	J WALLACE	147.57	N
003879	12-18-2023	BALLINGER MEMORIAL	005420	3879	799-51-6499.00-999-499000	J WALLACE	441.07	N
005515	12-05-2023	MASTERCARD	001473	WICKED TRIP	865-36-6399.21-101-499000	WICKED TRIP PAYMET	3,591.00	N
			001499		865-36-6399.21-101-499000	WIZARD OF OZ	1,225.70	N
			001350	SENIOR	865-36-6399.21-224-499000	SENIOR CARNIVAL PRIZES	813.46	N
			001415		865-36-6399.21-224-499000	SENIOR CARNIVAL SUPPLIES	327.85	N
						Totals for Check 005515	5,958.01	
005516	12-07-2023	RODEO AUSTIN	001637	ENTRY FEE	865-36-6399.21-109-499000	SHOW ENTREES	910.00	N
005517	12-07-2023	CAROLINE TOLIVER	005361	REIMBURSMEN	865-36-6399.21-109-499000	REF PO 1586 ENTRY FEE REIMBU	998.80	N
005518	12-07-2023	THE TREADMILL	001611	BAND	865-36-6399.21-100-499000	FUNDRAISER PURCHASE	4,174.00	N
005519	12-14-2023	AMAZON CAPITAL	001572	SUPPLIES	865-36-6399.23-198-499000	Christmas Programs K-5	93.74	N
005520	12-14-2023	WAL-MART COMMUNITY	001552	OPEN PO	865-36-6399.21-110-499000	DINNER THEATRE	1,149.42	N
005521	12-15-2023	FRESH COUNTRY FUND	001663		865-36-6399.21-109-499000	FRUIT AND MEAT SALES	145.66	N
010619	12-05-2023	SERVSAFE/NATIONAL R	001512		429-11-6499.00-999-311000	ALREADY PAID BY MC	-375.00	N
010644	12-01-2023	535 TRANSPORT & SER	005336	MATERIALS	199-51-6398.00-999-499000	PANIC BAR MATERIALS	9,500.00	N
			001249	4	199-81-6629.04-999-499000	SECURITY FENCE	7,725.00	N
						Totals for Check 010644	17,225.00	
010645	12-05-2023	MASTERCARD	001529		199-11-6399.74-001-422000	DINNER THEATER	949.86	N
			001533		199-11-6399.76-001-422000	DECA TESTING	295.00	N
			001487	200012921	199-13-6411.01-001-411000	PO Created by Req: 231578	575.00	N
			001531		199-13-6499.74-001-422000	STATE EXECUTIVE COUNCIL	104.04	N
			001501		199-36-6399.32-999-491000	PO Created by Req: 231589	190.00	N
			001469		199-36-6411.23-001-499000	ALL REGION CHOIR - ANDREWS	96.00	N
			005337	CONTEST	199-36-6412.17-001-499000	CONTEST	50.00	N
			001469		199-36-6412.23-001-499000	ALL REGION CHOIR - ANDREWS	142.76	N
			001498	MEMBERSHIP	199-36-6499.17-041-499000	ATSSB MEMBERSHIP	210.00	N
			001506		199-51-6249.00-999-499000	PO Created by Req: 231603	100.00	N
			005338		429-11-6499.00-999-311000	SERVSAFE	375.00	N
			001415	SENIOR	461-23-6399.01-001-499000	SENIOR CARNIVAL SUPPLIES	327.85	N
						Totals for Check 010645	3,415.51	
010646	12-07-2023	ALL AMERICAN PUMP &	005347	SUPPLIES	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	47.90	N
010647	12-07-2023	AMERICAN SALES & SE	005353	113848	199-34-6319.00-999-499000	BUS SUPPLIES	199.00	N
010648	12-07-2023	ANYTIME PLUMBING	005348	nurse office rr	199-51-6249.00-999-499000	MAINTENANCE SUPPLIES	350.00	N
010649	12-07-2023	APPLES-N-SPICE	001610	343	199-11-6399.17-001-411000	HOCO FLOWERS	140.00	N
			001617	FB FLOWERS	199-36-6399.32-999-491000	PO Created by Req: 231714	133.00	N
						Totals for Check 010649	273.00	

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
010650	12-07-2023	AT&T MOBILITY	005360	TRACKING	199-34-6259.02-999-499000	TRACKING	841.62	N
			005360	PHONES	199-51-6259.02-999-499000	TELEPHONE	668.49	N
Totals for Check 010650							1,510.11	
010651	12-07-2023	ATHLETIC SUPPLY	001528	10179740	199-36-6399.31-999-491000	PO Created by Req: 231622	271.00	N
			001528		199-36-6399.33-999-491000	PO Created by Req: 231622	9.00	N
			001527	10182941	199-36-6399.56-999-491000	PO Created by Req: 231621	835.00	N
Totals for Check 010651							1,115.00	
010652	12-07-2023	ATSSB REGION 6	001608	FEES	199-36-6499.17-001-499000	AUDITION FEES	90.00	N
010653	12-07-2023	RA BAGWELL OIL CO IN	005339	70478	282-34-6311.00-999-199000	fuel	537.22	N
010654	12-07-2023	BALLINGER FEED & SEE	001269	S3-45665	199-11-6399.72-001-422000	OPEN PO	44.96	N
			005340	3-121107	199-51-6319.01-999-499000	BALL FIELDS	150.00	N
			005340	3-121568	199-51-6319.01-999-499000	Both campuses and ball fields	137.44	N
			005340	3-119551	199-51-6319.01-999-499000	Both campuses and ball fields	477.50	N
Totals for Check 010654							809.90	
010655	12-07-2023	BLACKS PLUMBING	005345	98118970	199-51-6249.00-999-499000	CONTRACTED SERVICES	1,245.00	N
010656	12-07-2023	BYOB WATER STORE	005350	9055-36	199-34-6399.00-999-499000	WATER DELIVERY	7.50	N
010657	12-07-2023	CLYDE ISD	001626	ENTRY FEE	199-36-6499.52-999-491000	Clyde SB Tourn	400.00	N
010658	12-07-2023	CO-OP FOR SPECIAL SE	001186	2ND QUARTER	199-93-6492.00-999-423000	QUARTERLY BILLING	36,034.00	N
010659	12-07-2023	DEIDRA DALLAS	001614	FEES	199-36-6219.17-001-499000	FALL23 SHOW DESIGN/COORDIN	2,000.00	N
010660	12-07-2023	EULA ISD	001625	ENTRY FEE	199-36-6499.38-999-491000	Eula BB Tourn	150.00	N
010661	12-07-2023	FIBERLIGHT LLC	001406	00087902	161-11-6219.00-001-411000	Internet Service	286.67	N
			001406	00087902	161-11-6219.00-041-411000	Internet Service	286.67	N
			001406	00087902	161-11-6219.00-101-411000	Internet Service	286.67	N
Totals for Check 010661							860.01	
010662	12-07-2023	FLINN SCIENTIFIC INC	001370	2928146	199-11-6399.00-041-411000	7TH SCIENCE LABS	290.55	N
010663	12-07-2023	FRONTIER	001255	051311-5	199-51-6259.02-999-499000	FIRE ALARM	358.96	N
010664	12-07-2023	FRONTLINE TECHNOLO	005358	194270	199-41-6299.00-750-499000	APPLITRACK	1,330.94	N
010665	12-07-2023	VANCE GOHLKE	001359	NOVEMBER	199-36-6219.00-001-491000	OPEN PO	740.00	N
010666	12-07-2023	JACOB MARTIN	005363	18869	199-81-6629.01-999-499000	RE ROOF PROJECT	107,560.64	N
010667	12-07-2023	JENNIFER NASH	001620	INSTRUCTOR	199-36-6219.17-001-499000	COLORGUARD DIRECTOR	300.00	N
010668	12-07-2023	JESSE MCINTYRE	005355	21	199-36-6219.00-001-491000	CONTRACTED SERVICES	340.00	N
010669	12-07-2023	JOHN DEERE FINANCIAL	005349	1476915,148151	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	403.79	N
010670	12-07-2023	KEVIN GEESLIN	005344	STDT	199-41-6299.00-750-499000	CONTRACTED SRVS	250.00	N
010671	12-07-2023	LONGHORN COMMERC	001650	01223	199-81-6629.01-999-499000	ROOF PROJECT	1,993,176.00	N
010672	12-07-2023	LUBRIFORMANCE LLC	005352	7380	199-34-6319.00-999-499000	BUS SUPPLIES	243.00	N
010673	12-07-2023	MACGILL SCHOOL	001510	175460	199-33-6399.00-001-499000	NURSE SUPPLIES	263.62	N

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
010674	12-07-2023	MICKEY PHILLIPS	001287	2440	199-23-6399.00-001-499000	ROOM FRESHNER SRVC	48.00	N
010675	12-07-2023	MASTERCARD	001475	CHEER	199-36-6399.02-001-491000	UIL SPIRIT STATE CHAMPIONSHI	425.00	N
			001580	MEALS	199-36-6412.37-999-491000	PO Created by Req: 231676	243.88	N
Totals for Check 010675							668.88	
010676	12-07-2023	MAYFIELD PAPER CO IN	005343	3344738	199-51-6319.02-999-499000	CUSTODIAL SUPPLIES	1,594.55	N
010677	12-07-2023	MR. WRIGHT'S TIRE	005354	002374	199-34-6249.60-999-499000	VEHICLE REPAIR	15.00	N
010678	12-07-2023	MUELLER INC	001279	7141254	199-11-6399.72-001-422000	OPEN PO	118.80	N
			001279	7141257	199-11-6399.72-001-422000	OPEN PO	65.40	N
Totals for Check 010678							184.20	
010679	12-07-2023	BARON SERVICE PARTS	005356	654591	199-34-6319.00-999-499000	BUS SUPPLIES	277.67	N
			005356	654586	199-34-6319.60-999-499000	VEHICLE SUPPLIES	33.30	N
Totals for Check 010679							310.97	
010680	12-07-2023	535 TRANSPORT & SER	001249	6	199-81-6629.04-999-499000	SECURITY FENCE	7,725.00	N
010681	12-07-2023	BRIAN OWEN	001621	CLINICIAN FEE	199-36-6219.17-001-499000	CLARINET ALL-REGION CLINICIA	150.00	N
010682	12-07-2023	THE PENWORTHY CO	001520	0595486	199-12-6329.00-101-499000	PO Created by Req: 231612	454.96	N
010683	12-07-2023	QUILL CORP	001571	35723757	199-11-6399.00-101-411000	PO Created by Req: 231666	256.67	N
			001571	35778754	199-11-6399.00-101-411000	PO Created by Req: 231666	331.58	N
Totals for Check 010683							588.25	
010684	12-07-2023	RMA TOLL PROCESSING	005357	100069471559	199-34-6411.01-999-499000	TOLL	7.43	N
010685	12-07-2023	RUNNELS CENTRAL	001240	2024-1005	199-99-6213.00-703-499000	QUARTERLY PAYMENT	30,328.86	N
010686	12-07-2023	RUNNELS COUNTY TAX	005346	TAGS	199-34-6319.00-999-499000	BUS SUPPLIES	22.00	N
010687	12-07-2023	JACOB SCOTT	001628		199-11-6399.00-001-422000	TOY DRIVE GIFT CARDS	118.00	N
			001628		199-36-6499.25-001-499000	TOY DRIVE GIFT CARDS	82.00	N
Totals for Check 010687							200.00	
010688	12-07-2023	SFE	001537	23111050	101-35-6219.02-999-499000	PO Created by Req: 231635	44,056.02	N
010689	12-07-2023	SHAUGHN SIMS DC INC	005351	113073 TLONG	199-34-6219.04-999-499000	PHYSICAL TLONG	120.00	N
010690	12-07-2023	TASB	005364	645339	199-41-6211.00-701-499000	LEGAL SERVICES	1,200.00	N
010691	12-07-2023	TASBO	001635	37623-2024	199-41-6214.00-701-499000	MEMBERSHIP DUES	145.00	N
010692	12-07-2023	TEXAS HS POWERLIFTI	001633	MEMBERSHIP	199-36-6412.31-999-491000	PO Created by Req: 231731	75.00	N
010693	12-07-2023	THSWPA	001632	MEMBERSHIP	199-36-6412.31-999-491000	PO Created by Req: 231730	100.00	N
010694	12-07-2023	TP HARRELLS	005362	RECEPTION	199-41-6499.00-701-499000	RETIREMENT RECEPTION	121.65	N
010695	12-07-2023	THE TREADMILL	001609	BAND	199-36-6499.17-001-499000	DIRECTOR SHIRTS	346.00	N
			005342	WORK SHIRTS	199-51-6319.00-999-499000	MAINTENANCE SUPPLIES	158.50	N
Totals for Check 010695							504.50	
010696	12-07-2023	UNITED STATES POSTA	005359	BOX FEE	199-41-6269.02-701-499000	YEARLY BOX RENT FEE	132.00	N
			005359	BOX FEE	199-41-6269.02-750-499000	YEARLY BOX RENT FEE	132.00	N
Totals for Check 010696							264.00	

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
010697	12-07-2023	MICHELLE BELK	001524	COACHES	199-36-6399.33-999-491000	PO Created by Req: 231618	122.76	N
010698	12-07-2023	WALL ISD	001600	MEALS	199-36-6411.00-041-499000	UIL MEALS	200.00	N
			001600	MEALS	199-36-6412.00-041-499000	UIL MEALS	500.00	N
Totals for Check 010698							700.00	
010699	12-07-2023	WEAVER TECHNOLOGIE	001241	3109631	161-51-6259.02-999-499000	OPEN PO	618.20	N
010700	12-07-2023	WEST TEXAS FIRE EXTI	005341	0004648	199-51-6249.00-999-499000	CONTRACTED SERVICES	356.00	N
			005341	0004648	199-51-6319.02-999-499000	CUSTODIAL SUPPLIES	1,987.59	N
Totals for Check 010700							2,343.59	
010702	12-12-2023	RUNNELS COUNTY TAX	005374	tags	199-34-6319.00-999-499000	tags	22.00	N
010703	12-14-2023	AIRGAS INC	001413	9144570487	199-11-6399.72-001-422000	OPEN PO	180.00	N
010704	12-14-2023	AMAZON CAPITAL	001577		161-11-6399.00-001-411000	Supplies Order from Amazon	676.50	N
			001577		161-11-6399.00-041-411000	Supplies Order from Amazon	676.50	N
			001577		161-11-6399.00-101-411000	Supplies Order from Amazon	242.61	N
				1F3X-VMWP-	199-11-6399.00-041-411000	REFUND FOR PRODUCT NOT RC	-54.99	N
			001518	SUPPLIES	199-11-6399.00-101-411000	PO Created by Req: 231610	87.46	N
			001570	ENCORE	199-11-6399.00-101-423000	PO Created by Req: 231665	65.20	N
			001513	SUPPLIES	199-11-6399.18-001-411000	GENERAL ART SUPPLIES	409.95	N
			001519	SUPPLIES	199-12-6399.00-101-499000	PO Created by Req: 231611	296.01	N
			005402	SUPPLIES	199-23-6399.00-041-499000	SUPPLES	47.86	N
			001491	SUPPLIES	199-23-6399.00-101-499000	PO Created by Req: 231553	261.60	N
			001535	CHAIR	199-34-6399.00-999-499000	Office Chair - Tony	99.18	N
			001536		199-36-6399.52-999-491000	Softball Supplies	56.77	N
			001208	SUPPLIES	199-41-6399.00-701-499000	ADM SUPPLIES	78.43	N
			005403	SUPPLIES	199-51-6319.00-999-499000	SUPPLIES	187.20	N
			001534	SUPPLIES	199-51-6319.02-999-499000	Custodial Supplies - Sarah E.	178.56	N
			001539	STORAGE	429-11-6399.00-999-311000	CTE GRANT PURCHASE	1,600.22	N
			001544	SUPPLIES	429-11-6399.00-999-311000	CTE SUPPLIES	1,034.68	N
			001403	ENRICHMENT	461-23-6399.01-101-499000	PO Created by Req: 231485	662.56	N
			001517	SUPPLIES	461-23-6399.01-101-499000	PO Created by Req: 231609	339.98	N
Totals for Check 010704							6,946.28	
010705	12-14-2023	ATHLETIC SUPPLY	001344	80010028	199-36-6399.37-999-491000	PO Created by Req: 231420	2,649.00	N
010706	12-14-2023	BALLINGER MEMORIAL	005366	2023-11-28	199-13-6499.88-999-499000	CPR CLASS	2,625.00	N
010707	12-14-2023	CAROLYN D CARSON	001316	Nov/Dec	199-41-6239.01-750-499000	RECONCILIATION	560.00	N
010708	12-14-2023	CO-OP FOR SPECIAL SE	005375	100	199-93-6492.00-999-423000	22-23 DEFICIT IN BUDGET	1,980.11	N
010709	12-14-2023	COMDATA, INC.	001532		199-36-6411.01-001-491000	FOOTBALL GAME - GRAPE CREE	16.00	N
			001511		199-36-6411.72-001-422000	JUNCTION LDE CONTEST	32.00	N
			001554		199-36-6411.72-001-422000	BIG COUNTRY DIST LDE-CISCO	36.00	N
			001606		199-36-6411.72-001-422000	AREA IV LDE CONTEST	24.00	N
			005416		199-36-6411.72-001-422000		28.75	N
			001396		199-36-6411.76-001-422000	POWER TRIP - AUSTIN	300.55	N
			001532		199-36-6412.01-001-499000	FOOTBALL GAME - GRAPE CREE	251.31	N
			001565		199-36-6412.31-999-491000	PO Created by Req: 231660	52.01	N

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
			001566		199-36-6412.31-999-491000	PO Created by Req: 231661	20.22	N
			001624		199-36-6412.37-999-491000	JV Basketball-SAC	79.17	N
			001557	MEALS	199-36-6412.37-999-491000	HS BBall-Christoval	118.21	N
			001564		199-36-6412.38-999-491000	JH BBall Foos-Merkel	160.45	N
			005417	MEALS	199-36-6412.38-999-491000	MEALS	138.50	N
			001511		199-36-6412.72-001-422000	JUNCTION LDE CONTEST	56.49	N
			001554		199-36-6412.72-001-422000	BIG COUNTRY DIST LDE-CISCO	219.00	N
			001606		199-36-6412.72-001-422000	AREA IV LDE CONTEST	124.46	N
			005414		199-41-6399.00-701-499000	TIA TRAINING	31.75	N
			005415		199-41-6399.00-701-499000	ADMIN MEAL	29.77	N
			005413	FUEL	282-34-6311.00-999-199000	FUEL	51.28	N
			005413	FUEL	282-34-6311.00-999-199000	FUEL	14.22	N
			001494		461-23-6399.01-041-499000	CYBER PATRIOT LUNCH	41.57	N
			001504		461-23-6399.01-101-499000	Staff Breakfast	202.80	N
						Totals for Check 010709	2,028.51	
010710	12-14-2023	TEXAS DEPT OF PUBLIC	005373	274950	199-41-6499.00-750-499000	CRIME RECORDS	2.00	N
010711	12-14-2023	TRI-STATE ENTERPRISE	005367		199-34-6319.60-999-499000	VEHICLE SUPPLIES	100.84	N
010712	12-14-2023	ESC REGION 15	001457	TRAINING	199-11-6399.00-041-411000	TRAINING	400.00	N
010713	12-14-2023	FEDERAL EXPRESS CO	005399	8-340-52184	199-41-6399.00-701-499000	OVER NIGHT PAYMENT	39.90	N
010714	12-14-2023	HARRELL'S LLC	001644	1838880,183888	199-51-6319.01-999-499000	BB, SB, TRACK SUPPLIES	4,628.21	N
010715	12-14-2023	WAYNE HENINGTON PH	001657	ELEM YRBK	461-23-6399.01-101-499000	Yearbooks	1,977.44	N
010716	12-14-2023	HIGGINBOTHAMS CO IN	001270	SUPPLIES	199-11-6399.72-001-422000	OPEN PO	308.19	N
			001514	materials	199-11-6399.78-001-422000	OPEN PO	427.92	N
			005407	MAINTENCE	199-51-6319.00-999-499000	SUPPLIES	343.61	N
						Totals for Check 010716	1,079.72	
010717	12-14-2023	HOWARD TEHNOLOGY	001260	23-00599450	161-11-6398.00-001-411000	District Supplies	1,955.25	N
			001260	23-0593670	161-11-6398.00-041-411000	District Supplies	955.25	N
			001260		161-11-6398.00-101-411000	District Supplies	955.25	N
			001260		161-11-6398.00-999-411000	District Supplies	2,040.25	N
						Totals for Check 010717	5,906.00	
010718	12-14-2023	IMAGE MAKER	001555	HALLWAY SIGN	199-36-6399.32-999-491000	PO Created by Req: 231650	310.00	N
010719	12-14-2023	2NDGEAR, LLC	001263	409456	161-11-6399.01-999-411000	Student laptops	11,325.00	N
010720	12-14-2023	IRION COUNTY ISD	001654	TOURNAMENT	199-36-6412.37-999-491000	PO Created by Req: 231753	275.00	N
			001654	TOURNAMENT	199-36-6499.37-999-491000	PO Created by Req: 231753	125.00	N
						Totals for Check 010720	400.00	
010721	12-14-2023	iTURITY	001578	23987	161-11-6399.04-001-411000	Repairs and Supplies	4,257.00	N
			001578	23987	161-11-6399.04-041-411000	Repairs and Supplies	4,257.00	N
			001578	23987	161-11-6399.04-101-411000	Repairs and Supplies	3,386.00	N
						Totals for Check 010721	11,900.00	
010722	12-14-2023	JIM NED CISD	001656	MEAL BBALL JV	199-36-6412.37-999-491000	PO Created by Req: 231755	414.00	N

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
010723	12-14-2023	MELODYS SOUTHWEST	001669	2024125	199-36-6219.00-999-499000	PO Created by Req: 231768	1,178.00	N
010724	12-14-2023	PITNEY BOWES GLOBA	005370	3318383913	199-41-6269.00-701-499000	RENTAL	872.97	N
010725	12-14-2023	PROLINE RENTALS	001325	43089	199-51-6269.00-999-499000	OPEN PO	80.00	N
			001325	42402	199-51-6269.00-999-499000	OPEN PO	80.00	N
Totals for Check 010725							160.00	
010726	12-14-2023	RAPTOR TECHNOLOGIE	001579	SO70017	199-23-6499.00-041-499000	RAPTOR SUPPLIES	310.00	N
010727	12-14-2023	RUNNELS COUNTY TAX	005400	TAGS	199-34-6319.60-999-499000	VEHICLE TAGS	7.50	N
010728	12-14-2023	SCHOOL OUTFITTERS	005369	14063141	101-35-6219.01-999-499000	FURNITURE	12,586.72	N
010729	12-14-2023	SHOPPIN BASKIT	005409		161-11-6219.00-041-411000	SUPPLIES	41.74	N
			001274	OPEN PO	199-11-6399.72-001-422000	OPEN PO	63.35	N
			001252	OPEN PO	199-11-6399.74-001-422000	OPEN PO	31.32	N
			001252	OPEN PO	199-11-6399.74-001-422000	OPEN PO	84.03	N
			001530		199-11-6399.74-001-422000	GROCERIES	33.87	N
			001530		199-11-6399.74-001-422000	GROCERIES	68.24	N
			005411		199-34-6399.00-999-499000	GENERAL SUPPLIES	111.02	N
			005408	SUPPLIES	199-41-6399.00-701-499000	BOARD MEETING	13.89	N
			005410	LUNCH	199-41-6499.00-701-499000	ASU	79.72	N
			005412		199-51-6319.00-999-499000	ALL MAINT SUPPLIES	581.05	N
			005412		199-51-6319.00-999-499000	ALL	37.11	N
			001546		429-11-6399.00-999-311000	SHOP HAND TOOL REPLACEMEN	3,360.87	N
			001645	SNACKS	461-23-6399.01-101-499000	UIL	62.29	N
Totals for Check 010729							4,568.50	
010730	12-14-2023	SWEETWATER MUSIC T	001582	38996999	161-11-6219.00-101-411000	StreamingCamera for Auditorium	783.47	N
			001582		161-11-6399.00-001-411000	StreamingCamera for Auditorium	760.42	N
			001582		161-11-6399.00-041-411000	StreamingCamera for Auditorium	760.42	N
Totals for Check 010730							2,304.31	
010731	12-14-2023	THE LAST CHAPTER	001655	ELEMENTARY	461-23-6399.01-101-499000	Staff Christmas Party	710.00	N
010732	12-14-2023	TRACTOR SUPPLY CRE	001271		199-11-6399.72-001-422000	OPEN PO	101.42	N
010733	12-14-2023	THE TREADMILL	005372	JB PLAQUE	199-41-6399.00-701-499000	RETIRMENT PLAQUE	45.00	N
010734	12-14-2023	TXTAG	005371	1102546153	199-34-6411.01-999-499000	TOLL FEE	3.01	N
010735	12-14-2023	WAL-MART COMMUNITY	001492	SUPPLIES	199-11-6399.00-101-423000	Data Collection SPED	52.29	N
			001251	SUPPLIES	199-11-6399.74-001-422000	OPEN PO	16.21	N
			001251	SUPPLIES	199-11-6399.74-001-422000	OPEN PO	40.98	N
			001450	GUIDANCE	199-31-6399.00-101-411000	PO Created by Req: 231520	162.59	N
			001507	SUPPLIES	199-36-6399.32-999-491000	PO Created by Req: 231604	365.58	N
			005378	SUPPLIES	199-41-6399.00-750-499000	SUPPLIES	78.34	N
			001508	SUPPLIES	205-11-6399.00-101-436000	PO Created by Req: 231403	370.79	N
			001458	SUPPLIES	461-23-6399.01-041-499000	LOUNGE SUPPLIES	407.28	N
			001493	CLOTHING	461-23-6399.01-101-499000	Emergency Funds	6.95	N
Totals for Check 010735							1,501.01	

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
010736	12-14-2023	WEST TEXAS CONCRET	005368	736 OPTION	199-51-6249.04-999-499000	GIRLS LOCKER ROOM FLOORING	6,944.00	N
010737	12-15-2023	ATHLETIC SUPPLY	001441	10160110	199-36-6399.32-999-491000	PO Created by Req: 231527	1,653.00	N
010738	12-15-2023	ATMOS ENERGY	005422		199-51-6259.04-001-422000	GAS BILL	36.38	N
			005422		282-51-6259.04-999-199000	GAS BILL	1,079.85	N
Totals for Check 010738							1,116.23	
010739	12-15-2023	ATSSB REGION 6	001665	AUDITION FEES	199-36-6499.17-001-499000	AREA FEES	25.00	N
010740	12-15-2023	BALLINGER PRINTING &	001662	1726	199-23-6399.00-001-499000	FLEX DIPLOMA	20.00	N
010741	12-15-2023	BYOB WATER STORE	001439	0140473	199-23-6399.00-001-499000	WATER FOR OFFICE	28.00	N
			001410	0140472	199-41-6399.00-750-499000	WATER DELIVERY	6.00	N
			005421	0140471	461-23-6399.01-041-499000	WATER DELIVERY	25.00	N
			001451	0140470	461-23-6399.01-101-499000	PO Created by Req: 231534	45.00	N
Totals for Check 010741							104.00	
010742	12-15-2023	COLEMAN VETERINARY	001675		199-11-6399.72-001-422000	MEDIICINE	96.63	N
010743	12-15-2023	ANNE MARIE MANN	001468	#5 PYMNT	199-11-6219.70-001-411000	SPANISH TEACHING	5,712.00	N
010744	12-15-2023	MUELLER INC	001279	7145535	199-11-6399.72-001-422000	OPEN PO	175.44	N
			001279	7141254	199-11-6399.72-001-422000	OPEN PO	118.80	N
			001279	7149681	199-11-6399.72-001-422000	OPEN PO	153.45	N
Totals for Check 010744							447.69	
010745	12-15-2023	PROLINE RENTALS	001325	42739	199-51-6269.00-999-499000	OPEN PO	80.00	N
010746	12-15-2023	SCOT LONG	001681	BARRITONE	199-11-6398.17-041-411000	BARITONES	1,000.00	N
010747	12-15-2023	TARPLEY MUSIC CO INC	001602		199-11-6249.17-041-411000	SUPPLIES AND REPAIR	699.07	N
			001612		199-11-6399.17-001-411000	SUPPLIES AND REPAIR	1,185.80	N
			001612		199-36-6399.17-001-499000	SUPPLIES AND REPAIR	1,185.80	N
			001602		199-36-6399.17-041-499000	SUPPLIES AND REPAIR	699.07	N
Totals for Check 010747							3,769.74	
010748	12-15-2023	UIL MUSIC REGION 6	001653	ENTRY FEE	199-36-6499.23-001-499000	VOCAL SOLO FEES	84.00	N
010749	12-15-2023	VARSITY SPIRT FASHIO	001671	44304338	199-36-6399.01-001-491000	POMS FOR CHEER	103.50	N
			001673	44304300	199-36-6399.03-001-491000	UNIFORM REPLACEMENT	310.10	N
Totals for Check 010749							413.60	
010750	12-15-2023	DALE ELLIS	005423	choir	199-36-6219.23-001-499000	1ST SEMESTER CHOIR	4,750.00	N
010751	12-15-2023	IDA LEE ELLIS	005424	1ST SMST	199-36-6219.23-001-499000	1ST SEMESTER CHOIR	1,750.00	N
106866	12-01-2023	BAYES ACHIEVEMENT C	005335		437-11-6223.00-751-423000	WH - NOVEMBER RESIDENTIAL	21,093.30	N
106867	12-13-2023	ATMOS ENERGY	005381		437-51-6259.00-751-499000	GAS	180.30	N
106868	12-13-2023	BAYES ACHIEVEMENT C	005386		437-11-6223.00-751-423000	WH - DEC 2023 RESIDENTIAL	21,796.41	N
106869	12-13-2023	MEGAN BELEW	005377		437-31-6219.00-751-423000	M - ARD FACILITATOR	156.33	N
106870	12-13-2023	BISD OPERATING FUND	005384		313-00-2172.00-000-400000	PER AUDITORS AUG ACCURALS	11,294.93	N
			005380		437-51-6259.00-751-499000	SEPT-NOV ELECTRIC BILLS	608.73	N
Totals for Check 106870							11,903.66	

For the Month of December

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
106871	12-13-2023	COLEMAN ISD	005385		313-00-2183.CO-000-400000	PER AUDITORS AUG ACCURALS	9,767.64	N
			005398		437-93-6493.00-751-423000	C - STIPEND F/AI LEE M.	1,200.00	N
Totals for Check 106871							10,967.64	
106872	12-13-2023	GENNI COLOMBO	005391		437-31-6219.00-751-423000	M/W - TESTING NOV. 2023	1,742.59	N
106873	12-13-2023	KRISTI COOK	005394		437-31-6411.00-751-423000	TRAVEL F/NOV. 2023	351.35	N
106874	12-13-2023	FREDRICKSBURG BAND	005388		459-11-6411.00-751-323000	TRAVEL F/NOV 2023	461.12	N
			005388		459-11-6411.00-751-323000	WRONG ACCOUNT	-461.12	N
Totals for Check 106874							.00	
106875	12-13-2023	FRONTIER	005387		437-51-6259.00-751-499000	FAX PHONE LINE	111.65	N
106876	12-13-2023	ROBBI HOELSCHER	005390		437-11-6411.00-751-423000	OT TRAVEL F/NOV. 2023	149.34	N
106877	12-13-2023	LEE MCKELVAIN	005382		437-11-6411.00-751-423000	AI TRAVEL F/OCT-DEC	435.76	N
106878	12-13-2023	MILES ISD	005383		313-00-2183.MI-000-400000	PER AUDITORS AUG ACCURALS	6,214.14	N
			005396		313-93-6493.00-751-423000	M - SALARIES	8,270.59	N
Totals for Check 106878							14,484.73	
106879	12-13-2023	KRISTEN PRUSER	005379		437-31-6219.00-751-423000	M - ARD FACILITATOR	1,073.36	N
106880	12-13-2023	TRACEY ROACH	005389		437-11-6219.00-751-423000	M - OT-A F/NOV. 2023	2,115.06	N
106881	12-13-2023	GINGER WALTON	005393		437-31-6411.00-751-423000	M/W ASSIST DIAG/TRANS TRAVE	128.38	N
106882	12-13-2023	KAY WHITFIELD	005392		437-11-6411.00-751-423000	SPEECH SUPERVISION TRAVEL	209.60	N
106883	12-13-2023	WINTERS ISD	005395		437-93-6493.00-751-423000	W- LARRY REED 11 DAYS	1,100.00	N
			005397		437-93-6493.00-751-423000	W-STIPEND SPEECH/COUNSELO	3,500.00	N
Totals for Check 106883							4,600.00	
106884	12-13-2023	BAILEY FREDERICKSON	005401		459-11-6411.00-751-323000	TRAVEL F/NOV 2023	461.12	N
106885	12-14-2023	ASHLEY BOOK	005405		437-11-6219.00-751-423000	C - PT NOV. 2023	1,005.15	N
			005405		437-11-6219.00-751-423000	B- PT NOV. 2023	805.37	N
			005405		437-11-6219.00-751-423000	W - PT NOV. 2023	483.07	N
			005405		437-11-6219.00-751-423000	M - PT NOV. 2023	279.32	N
Totals for Check 106885							2,572.91	
106886	12-14-2023	GENNI COLOMBO	005406		437-31-6219.00-751-423000	M/W - TESTING DEC.. 2023	1,674.16	N
Total Checks							2,482,787.11	

End of Report



DARCY CAULEY
PRINCIPAL

DAWN HUCKABEE
ASSISTANT PRINCIPAL

Ballinger Elementary Principal's Report January 2024

All the Things:

- The teachers and staff appreciated the January in-service days to prepare for the new semester.
- Middle-of-year M-CLASS (a universal screener that measures the development of reading skills) testing is in progress.
- Wacky Wednesdays will resume Wednesday, January 24th.
- The 2nd Grade is taking a field trip to the Symphony in San Angelo on January 26th.
- We have started the new semester emphasizing what our Core Values stand for to the students.
 - Be Safe, Be Respectful, Be Responsible

Total Student Enrollment: 377

- Head Start- 17
- Pre-K/EE- 34/4
- Kinder- 57
- 1st Grade- 54
- 2nd Grade- 79
- 3rd Grade- 40
- 4th Grade- 47
- 5th Grade- 49

Average Daily Attendance: 97%

- Head Start/PK- 98%
- Kinder- 97%
- 1st Grade- 98%
- 2nd Grade- 98%
- 3rd Grade- 97%
- 4th Grade- 97%
- 5th Grade- 98%

BALLINGER INDEPENDENT SCHOOL DISTRICT

**P.O. Box 231
Ballinger, TX 76821**

**Central Office (325) 365-7500
High School (325) 365-3547**



**Junior High (325) 365-3537
Elementary (325) 365-3527**

**Ballinger Junior High Principal's Report
January 2024**

Total enrollment as of 1/16/2024 is 178 students.

Upcoming Events:

- January 29- Staff professional development; Basketball vs Clyde
- February 5- Boys Basketball vs Merkel
- February 22- National Junior Honor Society Induction 3:15pm

Curriculum and Instruction:

- Teachers are continuing to use planning days to build high quality content for students. Student data continues to drive the instructional content that is retaught.
- Fourth 6 weeks Bearcat Way focuses
 - Demonstrate mastery of required curriculum content and skills
 - Acknowledge the benefits of democracy and demonstrate patriotism by participating in the political process
 - Hold a respect and responsibility for the past, the present, and the future
 - Adapt to new situations and challenges
 - Use a variety of multi-media and technology tools to enhance communication



**Ballinger High School Report
January 22, 2024**

I. Schedule of Events

- a. January 23rd District Basketball @ Coahoma
- b. January 23rd Band Area Auditions
- c. January 24th –Feb 1st Ft. Worth Stock Show
- d. January 24th Federal Advisory Committee
- e. January 25th Powerlifting @ Ballinger
- f. January 26th Area IV Tractor Tech Contest @ Tarleton
- g. January 26th District Basketball v. Merkel @ home
- h. January 27th Softball Scrimmage @ Sweetwater
- i. January 27th Coronation
- j. January 29th Professional Development/Student Holiday
- k. January 29th Softball v. Anson
- l. January 30th District Basketball @ Wall
- m. February 1st UIL Realignment
- n. February 1st Powerlifting @ Brady
- o. February 1st FAFSA Night
- p. February 1st- February 15th San Angelo Stock Show
- q. February 2nd Powerlifting Meet @ Sweetwater
- r. February 2nd OAP Clinic @ Ballinger
- s. February 2nd District Basketball v. TLCA @ home
- t. February 3rd UIL Solo/Ensemble @ ASU
- u. February 3rd Powerlifting @ Santa Anna
- v. February 3rd Baseball Scrimmage @ Comanche



II. Updates

a. Enrollment is at 224 students.

b. Overall attendance is at 94.02%.

All students: 9th- 94.61% 10th- 92.38% 11th- 93.83% 12th- 95.27%

BALLINGER BEARCATS

Athletic Board Report

January 2024

High School Basketball Report

- All teams: Tuesday 1/23 at Coahoma – 4:30 start
Friday 1/26 vs Merkel – 4:30 start
Tuesday 1/30 at Wall – 4:30 start

JH Boys/Girls Basketball

- Boys 1/22 Jim Ned (AWAY) 4 Games start at 5:30
- Girls 1/22 Jim Ned (HOME) 3 games start at 5:30
- A Team Girls Tournament at Jim Ned 1/25 and 1/27
- Boys 1/29 Clyde (AWAY) 4 games start at 5:30
- Girls 1/29 Clyde (HOME) 3 games start at 5:30

Boys/Girls Powerlifting Report

- Ballinger Invitational Thursday 1/25

We are getting ready to start workouts for golf, softball, baseball, track and tennis. We are thankful for our board members and the support that you show for our programs! THANK YOU!

Ballinger ISD Board of Trustees Regular Meeting
Monday, December 11, 2023 5:30 PM

1. Call to order

- Manuel Galvan
 - Scott King
 - Cheryl Buchanan
 - Michelle Aguilera
 - Jason Battle
 - Dan Slaughter
 - Jason Strube
-
- Jeff Butts
 - Caroline Toliver

Twenty-eight visitors attended the meeting in person.

2. Invocation

3. Pledge of Allegiances to the US Flag and the Texas Flag

4. Graduation Recognitions for Ballinger High School Students

Aidan Slusher, Ryan Dunn, Zach Canada, Julie Davenport

5. Public Forum/Comments to Board - (Invitation to address the Board- Time Allocation to be specified by the Board President)

No comments were made.

6. Items for Information/Reports

6.A. Superintendent's Report by Mr. Jeff Butts.

6.A.1. The next Regular Board meeting is scheduled to be held on January 8, 2024. This is the Monday after we come back from the Christmas break. The next Monday is January 15th. There is no school or workday scheduled for that day due to it being Martin Luther King Day. We would like to have the January meeting on January 22nd. This will give us three weeks before our February meeting that is scheduled on February 12th.

6.A.2. Attendance Report

6.A.3. Other District activities and information

6.A.4. November Supplemental Pay Report

6.B. Assistant Superintendent Report by Mrs. Caroline Toliver

6.B.1. Operating Budget Report

6.B.2. ESSER Budget Report

6.B.3. Tax Report

6.B.4. November Check Register Report

6.C. Elementary Principal Report Ms. Darcy Cauley including student data.

6.D. Junior High Principal Report Ms. Dawn Cornutt including student data.

6.E. High School Principal Report Ms. Leslie Griffis

6.F. Athletic Director Report by Coach Ty Lang.

7. Items for Action/Discussion

7.A. Consider action to approve the Minutes of the Regular Board Meeting held on Monday, November 14, 2023 and a Called Meeting held on November 28, 2023.

Mr. Battle moved, seconded by Mr. Slaughter to approve **the minutes for November 13, 2023 and November 28, 2023** as corrected and presented. Motion passed unanimously.

Open session ended at 6:19 PM with closed session beginning at 6:24 PM.

8. Executive Session

8.A. Pursuant to Texas Government Code Section 552.0821, deliberation and possible action regarding a matter involving a public school student which may reveal personally identifiable information about the student.

8.B. Pursuant to Texas Government Code Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to include discussion of replacing Ballinger ISD Superintendent Jeff Butts who is retiring effective December 31, 2023.

8.C. Ratify the resignations of employees that have been received by the Superintendent

8.D. Pursuant to Texas Government Code Section 551.076, to deliberate regarding matters of school safety and security

Closed session ended at 7:16 PM with open session beginning at 7:18 PM.

9. Return to open meeting and take any action deemed necessary upon discussion in the closed meeting.

No action was taken.

10. Official Adjournment

Mr. King moved, seconded by Mr. Battle to approve adjourn as presented. Motion passed unanimously.

The meeting ended at 7:19 PM.

Board President

Date

Board Secretary

Date

Ballinger ISD Board of Trustees Special Meeting
Friday, December 15, 2023 4:30 PM Central

1. Call to order
2. Roll Call/Establish a Quorum

- Manuel Galvan
- Scott King
- Cheryl Buchanan
- Michelle Aguilera
- Jason Battle
- Dan Slaughter
- Jason Strube

- Caroline Toliver

No visitors attended the meeting in person.

3. Public Forum/Comments to the Board - (Invitation to address the Board - Time Allocation to be specified by the Board President)

No comments were made.

Open session ended at 4:31 PM with closed session beginning at 4:32 PM.

4. Executive Session

4.A. Pursuant to Texas Government Code Section 551.074, interview applicants for the Ballinger ISD Superintendent position.

4.B. Pursuant to Texas Government Code Section 551.076, deliberation and possible action regarding matters of school safety and security

5. Return to Open Session and take any action deemed necessary upon discussion in the closed meeting to include the naming of the Lone Finalist for the Ballinger ISD Superintendent position.

Closed session ended at 6:09 PM with open session beginning at 6:10 PM.

Mr. Slaughter moved, seconded by Mrs. Aguilera to name Mrs. Caroline Toliver as the lone finalist for Ballinger ISD Superintendent for the 21-day waiting period. The motion passed unanimously.

Mr. Strube moved, seconded by Mr. Battle to name Mrs. Caroline Toliver as the acting superintendent until the next called Board meeting after the 21-day waiting period. The motion passed unanimously.

Mr. King moved, seconded by Mrs. Buchanan to appoint Mr. Jeff Butts as Advisor to the Superintendent until December 31, 2024. The motion passed unanimously.

6. Official Adjournment

Mr. King moved, seconded by Mr. Battle to adjourn. The motion passed unanimously.

The meeting ended at 6:19 PM.

Board President	Date	Board Secretary	Date
-----------------	------	-----------------	------

Ballinger ISD Board of Trustees Special Meeting
Friday, January 5, 2024 5:00 PM Central

1. Call to order

2. Roll Call/Establish a Quorum

- Manuel Galvan
- Scott King
- Cheryl Buchanan
- Michelle Aguilera
- Jason Battle - Absent
- Dan Slaughter
- Jason Strube - Absent

- Caroline Toliver

No visitors attended the meeting in person.

3. Public Forum/Comments to the Board - (Invitation to address the Board - Time Allocation to be specified by the Board President)

No comments were made.

Open session ended at 5:07 PM with closed session beginning at 5:08 PM.

4. Executive Session

4.A. Pursuant to Texas Government Code Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, specifically to hire Caroline Toliver as the Ballinger ISD Superintendent.

Closed session ended at 5:09 PM with open session beginning at 5:10 PM.

5. Return to Open Session and take any action deemed necessary upon discussion in the closed meeting to include the approval of the Ballinger ISD Superintendent's contract.

Mrs. Aguilera moved, seconded by Mrs. Buchanan to approve Mrs. Caroline Toliver's three-year term contract as the Ballinger ISD Superintendent as finalized beginning, January 5, 2024. The motion passed unanimously.

6. A Public Hearing on the District's FIRST (Financial Integrity Rating System of Texas) Report will be held within the Regular Meeting on Monday, January 22, 2024, at 5:30 P.M.

7. Official Adjournment

Mr. King moved, seconded by Mr. Slaughter to approve adjourn as presented. Motion passed unanimously.

The meeting ended at 5:19 PM.

Board President

Date

Board Secretary

Date

**SCHOOL NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT SERVICES
School Year 2024-2025**

REQUEST FOR PROPOSALS

SOLICITATION NO. BISD #1

School Food Authority: Ballinger ISD

SFA's address: PO Box 231 Ballinger Tx 76821

Phone number: (325) 365-3588

Fax number: (325) 365-5920

Date Issued: 01/22/2024

Proposal Due Date: 02/26/2024

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice or TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program complaint of discrimination, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) **fax:** (833) 256-1665 or (202) 690-7442
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

Table of Contents

I. PURPOSE 5

II. NOTICE TO PROSPECTIVE OFFERORS..... 5

A. Legal Notice..... 5

B. FSMC Registration 5

C. Inquiries/Request for Information 5

D. Procurement Method 5

E. Pre-Proposal Meeting..... 6

III. PROPOSAL CONTENT AND SUBMISSION..... 6

A. Proposal Content 6

B. Proposal Submission Requirements 9

C. Late Proposals..... 9

D. Altering, Amending, or Withdrawing Proposal..... 9

E. Rejection of Proposals 9

F. Calculation of Time 9

G. Firm Offer.....10

IV. EVALUATION AND AWARD10

A. Evaluation Criteria.....10

B. Basis of Award.....10

C. Proposal Protest Procedures..... 11

V. GENERAL CONTRACT TERMS 11

A. Contract Term and Renewals..... 11

B. Changes and Amendments.....12

C. Contract Documents.....12

D. TDA Review.....12

VI. ADDITIONAL STANDARD TERMS AND CONDITIONS12

A. Scope and Purpose14

B. Food Service.....15

C. Use of Advisory Group/Menus16

D. Purchases and Geographic Preference17

E. USDA Foods18

F. Employees 20

G. Use of Facilities, Inventory, Equipment, Storage, and Utilities 22

H. Health Certifications/Food Safety/Sanitation 24

I. Financial Terms	25
J. Books and Records	26
K. Termination	27
L. Insurance	28
M. Trade Secrets and Proprietary Information	28
N. Summer Food Service Program (SFSP)	29
O. Certifications	30
P. Miscellaneous	30
AGREEMENT	33
Exhibit A: Site Information- Services Required	34
Exhibit B: Budget	35
Exhibit C: Charts	36
Exhibit D: Designation of Program Expenses	37
Exhibit E: Schedule of FSMC Employees	38
Exhibit F: Food Specifications	39
Exhibit G: Price Proposal Form	41
Exhibit H: SFA Protest Procedures	42
Exhibit I: Applicable Laws	43
Exhibit J: Anti-Collusion Affidavit	44
Exhibit K: Certification Regarding Lobbying	45
Exhibit L: Disclosure Form to Report Lobbying Activities	46
Exhibit M: Menu Cycles	48
Exhibit M: Menu Cycles	49
Exhibit M: Menu Cycles	50
Exhibit M: Menu Cycles	51
Exhibit M: Menu Cycles	52
Exhibit N: Independent Price Determination Certificate	54
Exhibit O: SFA Certification of Acknowledgement	55
Exhibit P: FSMC Certification of Acknowledgement	59
Exhibit Q: Non-Delegable School Food Authority Responsibilities	61
Exhibit R: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	63
CERTIFICATION	64

I. PURPOSE

[Ballinger ISD _____], herein referred to as the School Food Authority (SFA), is responsible for operating the U.S. Department of Agriculture's (USDA) School Nutrition Programs (SNP) in schools under its jurisdiction, pursuant to an agreement with the Texas Department of Agriculture (TDA). To assist in carrying out this responsibility, the SFA is soliciting proposals for school food service management services for the 2024-2025 School Year. This Request for Proposals (RFP) is for a fixed-price contract and sets forth the terms and conditions applicable to the proposed procurement. The offeror is herein referred to as the Food Service Management Company (FSMC). The FSMC will provide services to the SFA as described in the Scope of Work in this RFP and will manage and operate a nonprofit school food service for the SFA according to SNP requirements of the USDA and TDA.

II. NOTICE TO PROSPECTIVE OFFERORS

A. Legal Notice

All costs involved in submitting a response to this RFP shall be borne in full by the party incurring said cost. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offeror's own risk and therefore cannot secure relief on a plea of error.

Any contract that may arise from this RFP will be between the selected FSMC and SFA. Non-Federal funds must be used to pay for any cost incurred prior to the signing of the contract.

The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.

B. FSMC Registration

Pursuant to 7 CFR 210.19(a)(5), all FSMCs that wish to contract for food service with any SFA within the State must register with TDA. Only proposals from offerors on the TDA approved FSMC Vendor List of registered companies operating within the State for the school year specified in the RFP may be considered. The approved list is located at: <https://squaremeals.org/Programs/National-School-Lunch-Program/Food-Service-Management-Companies>.

C. Inquiries/Request for Information

If additional information or clarification is required to respond to this RFP, please contact the SFA's business office by telephone at (325) 365-3588 or by email at caroline.toliver@ballingerisd.net. If additional information is provided, it will be shared with all offerors.

D. Procurement Method

The SFA is conducting this procurement by the Request for Proposals (RFP) competitive procurement method. All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR 200.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full

understanding of all terms and conditions of the response to this RFP and contract requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

E. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, clarify any questions, and for a walkthrough or tour of the facilities with school officials will be held:

In Person

on 02/12/2024 (Date) at 09:00 (Time),

at the following 802 Conda Ave. Ballinger.

Attendance is **Mandatory**. Note: If SFA makes attendance by offerors mandatory, then SFA may not waive this requirement. Vendor presentations will/will not be scheduled at this time. If the SFA requires a presentation, it must be rated as part of the evaluation criteria. The SFA must have parameters set up for how the presentations will be scored and share it with all vendors.

III. PROPOSAL CONTENT AND SUBMISSION

A. Proposal Content

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Offeror's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. To be considered for award of contract, Offeror must submit a complete response to this solicitation using the forms provided. No modification may be made to the RFP document or the forms.
4. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations or other irregularities of any kind. Any additional terms and conditions attached to or contained in a proposal submitted in response to this RFP will not be considered and may result in disqualification of the proposal. Value-added responses (i.e., an offer of goods and/or services using general terms rather than addressing the expectations specifically defined in the RFP) and overly responsive elements of an offeror's proposal (i.e., an offer of a good and/or service that is not solicited in the RFP) shall not be considered.
5. Inclusion of any false or misleading information shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
6. To be eligible for evaluation, a proposal must include all information and vendor signatures where required and adhere strictly to the format set forth below; failure to do so may result in disqualification. Offerors must complete, label, and separate each section, and number all pages. Proposals must not include vendor marketing or promotional materials. The selected proposal will comprise the final contract between the FSMC and SFA.

The content and sequence of the proposal will be as follows:

Section 1 – Administrative Requirements		
Tab A	<p>Cover letter signed by authorized representative, which must include:</p> <ul style="list-style-type: none"> • Name and address of FSMC. • Federal Employee Identification Number and Corporate Identification Number, if applicable. • Name, title, phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA. • Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Offeror in a contract, if different from the primary liaison. • A statement expressing the Offeror’s willingness to perform the services described in the RFP. • A statement expressing the Offeror’s ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in the RFP. • A statement regarding the Offeror’s proprietary information; if applicable, the Offeror must clearly mark in the upper right-hand corner those pages to be considered proprietary (Note: Offeror cannot consider the entire proposal to be proprietary). • The following certification: By signing this cover letter, I (we) certify that the information contained in this proposal is accurate, and all attachments required to be submitted as part of the proposal is certified to be true and binding upon our company. 	
Tab B	Table of Contents - a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.	
Section 2 – Required Attachments		
Tab C	Firm Offer – signed by authorized representative.	Section III, Subsection G, Firm Offer, Page 10
Tab D	Offeror’s contact information for emergency notifications and other notices.	Section VI, Subsection P, Miscellaneous Pages 30-31
Tab E	Agreement – signed by authorized representative. Must not be signed until approved to execute.	Page 33

Tab F	Exhibit E: FSMC Employees Transition Plan - 2	Page 38
Tab G	Exhibit G: Price Proposal Form.	Page 41
Tab H	Exhibit J: Anti-collusion Affidavit.	Page 44
Tab I	Exhibit K: Certification regarding Lobbying.	Page 45
Tab J	Exhibit L: Disclosure of Lobbying Activities.	Page 46
Tab K	Exhibit N: Independent Price Determination Certificate.	Page 54
Tab L	Exhibit P: FSMC Certification of Acknowledgement – completed and signed by authorized representative.	Page 59
Tab M	Exhibit Q: Non-delegable School Food Authority Responsibilities - signed by authorized representative.	Page 61
Tab N	Exhibit R: Debarment and Suspension Certification – signed by authorized representative.	Pages 63 and 64

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B. Proposal Submission Requirements

The offeror shall submit the proposal to the SFA as indicated below.

Hard Copy, mailed, 2 number of copies. Hardcopy proposals are to be submitted in a sealed envelope marked "FSMC Proposal" with the RFP/Solicitation number.

Proposals will be received by the SFA until 10:00 am (Time) on 02/26/2024 (Date) at the address shown below.

Proposals are submitted to:

Name and Title: Caroline Toliver, Superintendent

Mailing Address: PO Box 231

Physical Address: 802 Conda Avenue

City: Ballinger

State/Zip: Texas/76821

C. Late Proposals

Proposals will not be accepted after the submission deadline specified in the Proposal Submission Requirements above. SFA will not consider late proposals under any circumstances and shall return unopened proposals to the respective offerors.

D. Altering, Amending, or Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the deadline for submitting proposals.

E. Rejection of Proposals

Proposals that do not conform to the requirements of this RFP shall be rejected. Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal was received after the submission deadline;
- The proposal was not signed by an authorized representative of the FSMC;
- The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP, or deleted or altered the terms of the RFP;
- The proposal was incomplete or contained significant inconsistencies or inaccuracies.

The SFA reserves the right to reject any or all proposals for reasonable cause which shall be documented in the SFA's procurement records, or to reject any or all proposals if deemed in the best interest of the SFA. If the costs of all proposals are excessive, the SFA is not required to award a contract.

F. Calculation of Time

Periods stated as a number of days shall be calendar days.

G. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn before the time for opening proposals, the Offeror understands and agrees that it is making a firm offer to enter into a contract, which may be accepted by SFA, and which will result in a binding contract.

Such proposal is irrevocable for ninety (90) days after the time for opening proposals has passed.

_____ (Initial) _____ (Date)

FSMC must initial and date here to show agreement.

IV. EVALUATION AND AWARD

A. Evaluation Criteria

Proposals received by the published deadline will be reviewed to ensure all materials have been submitted as specified in the RFP. Proposals that fail to address all requirements or fail to include all completed forms and signed certifications will be considered nonresponsive and disqualified from further consideration. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

Responsive proposals will be evaluated using the weighted criteria stated in the RFP. Proposals will be evaluated by a committee consisting of SFA employees and representatives familiar with the terms and conditions of the RFP criteria and the evaluation process.

B. Basis of Award

The selection for contract award will be based on the evaluation criteria set forth below, as well as the cost for all deliverables, goods, services, and/or work specified in this RFP. Award will be made to a qualified and responsible offeror whose proposal is most advantageous to the SFA's school lunch program, price and other factors considered, with price as the primary factor. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required.

In determining to whom to award a contract, the SFA is not limited to selecting the proposal with the lowest cost but may consider other factors such as: (1) the extent to which the goods or services meet the SFA's needs; (2) indicators of probable vendor performance under the contract such as past vendor performance, the FSMC's past relationship with the SFA, the FSMC's financial resources and ability to perform, or the FSMC's experience or demonstrated capability and responsibility; and (3) any other relevant factor specifically listed in the RFP. While price is not the sole basis for the award, price shall be the primary consideration in the selection for the award.

Evaluation Criteria	Maximum Points
Cost- 25 points or more.	25
Years of Experience in working with Child Nutrition Programs - 10 points. 10+ years=10 points, 9 years=9 points, 8 years=8 points, 7 years=7 points, 6 years=6 points, 5 years=5 points, 4 years=4 points, 3 years=3 points, 2 years=2 points, 1 year=1 point.	10
Guarantee if requested in RFP (Offering a guarantee in excess or less of the amount requested in the RFP will result in no points for this criterion.)-5 points.	5
Determined by CE References	10
Determined by CE Experience	5
Determined by CE Financial Condition/Stability, Business Practices	10
Determined by CE Accounting and Reporting Svstems	5
Determined by CE Innovation/Promotion of School Food Service Program	10
Determined by CE Personnel Management	10
Determined by CE Involvement of Students, Staff and Patrons	10
Determined by CE	
Determined by CE	
Determined by CE	
Total Points (must total 100).	100

C. Proposal Protest Procedures

Pursuant to 2 CFR Part 200.318(k), the SFA's protest procedures are attached to this RFP as Exhibit H.

V. GENERAL CONTRACT TERMS

A. Contract Term and Renewals

1. Unless terminated in accordance with Section VI, Subsection K, this Contract will be in effect for a period of one year commencing on July 1, 2024, and terminating on June 30, 2025. The Contract may be renewed for up to four (4) additional one-year periods, with the term of the renewal commencing on July 1st following the expiration of the preceding one-year term of the Contract, upon mutual agreement between SFA and FSMC and subject to fulfillment of all contract terms designated herein.
2. Renewal contracts may not be effective prior to the final approval date by TDA and signed by both parties.
3. Failure to have renewal contracts fully executed prior to the contract expiration will lapse this contract and require the SFA to re-bid the contract.
4. Renewal year contracts are contingent upon fulfillment of all contract provisions. If TDA determines during an Administrative Review, Procurement Review, or audit of the SFA's operations of the school food service that the FSMC is not meeting contractual obligations and is responsible for non-compliance of program regulations, TDA may decline to approve a renewal contract.
5. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals. The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

B. Changes and Amendments

1. Material changes to the Contract are not permitted. Changes to the scope of services to be provided by the FSMC beyond the original intent of this RFP will require this Contract to be rebid.
2. Any changes to the terms or conditions of this Contract which are required by federal, or state laws or regulations are automatically incorporated into the Contract without written amendment and shall become effective on the date specified in such law or regulation.
3. Price Adjustments. The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, Food Away from Home, National Average as published by the U.S. Department of Labor. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will only be permitted if approved in advance by the SFA. Fee increases for the upcoming Contract renewal year must use the CPI approved by TDA. No other fee increases or fees will be allowed, unless approved by TDA. Price adjustments shall be by amendment in writing and executed by both parties to this Contract.

C. Contract Documents

The complete contract will include this RFP and the proposal submitted by the FSMC, as outlined in Section III, Subsection A, paragraph 6, of this RFP.

D. TDA Review

The Contract may not be executed until it is approved by TDA in writing. Costs incurred prior to TDA approval may not be paid using federal child nutrition funds.

VI. ADDITIONAL STANDARD TERMS AND CONDITIONS

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" means monthly a specific period of time (e.g., monthly, and quarterly).
2. "Allowable Cost" means costs that are allowable under 2 CFR Part 200, Subpart E, "Cost Principles."
3. "Applicable Credit" means the meaning established in 2 CFR 200.406(a).
4. "Direct Cost" means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder.
5. "Effective Date" means July 1, 2024.
6. "Fixed Price" means an agreed-upon amount that is fixed at the inception of the Contract. Within a Fixed price contract, the FSMC is the purchasing agent. The SFA is charged one fixed price. Included in the fixed price are:
 - a. Menu development specific to the operation
 - b. Food Expense
 - c. Nutrition education materials and program expense
 - d. Design services specific to the operation
 - e. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings

- f. Personal representation, visitation, and coverage on a regular basis by a principal of the FSMC
 - g. All accounting
 - h. All payroll costs and documentation
 - i. Administrative dietetic, nutritional, sanitation, and personnel advice
 - j. All costs incurred in hiring and relocating, if necessary, the FSMC management team
 - k. All training costs for FSMC employees
 - l. All travel costs for training for FSMC employees
 - m. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials.
7. "FSMC's Proposal" means Food Service Management Company's response to the RFP.
 8. "Material Change" means any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other vendors known of these changes in advance, they could have proposed differently and more competitively (USDA Contracting with Food Service Management Companies – guidance for School Food Authorities- May 2016).
 9. "Meal Equivalent" (ME) is a standard unit of measurement derived from converting non-program (a la carte, catering, concessions, adult meals) sales.
 10. "Meal Equivalency Factor" (MEF) is the rate (previous year federal free reimbursement rate + meal certification + USDA Foods assistance rate) used in the statistical formula used to convert non program sales into meal equivalents for billing purposes for fixed rate contracts. The MEF formula is a la carte sales (Non program revenue) / meal equivalency factor. (Contracting with Food Service Management Companies: Guidance for School Food Authorities, May 2016).
 11. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the Nonprofit School Food Service Account.
 12. "Program(s)" or "Child Nutrition Program(s)" means the USDA Child Nutrition Programs in which SFA participates.
 13. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
 14. "RFP" means SFA's Request for Proposal, # BISD #1 (RFP/Solicitation #) and all its attachments.
 15. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Subsection N of this Contract.
 16. "SFA" or "School Food Authority" means the school food authority as defined in 7 CFR 210.2.
 17. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year.
 18. "SFA's Food Service Facilities" means the areas, improvements, personal property, and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
 19. "SFA's Food Service Program" means the preparation and service of food to SFA's students, staff, employees, and authorized visitors, as outlined in Section VI, Additional Standard Terms and Conditions, of this RFP.
 20. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
 21. "Summer Program" means either the Summer Food Service Program or the Seamless Summer Option identified hereinbelow, and in which SFA participates.
 22. "TDA" means the Texas Department of Agriculture.
 23. "USDA" means the United States Department of Agriculture, Food and Nutrition Service.
 24. "USDA Foods" means USDA-purchased foods provided to eligible Contracting Entities (CEs) participating in the National School Lunch (NSLP) programs; foods can be fresh, direct delivery or processed.

A. Scope and Purpose

1. During the term of this Contract, FSMC shall operate SFA’s Food Service Program in conformance with SFA’s agreement with the TDA’s Food and Nutrition Division (F&N). The FSMC shall comply with the rules, regulations, policies, and instructions of TDA and USDA, and any additions or amendments thereto, including but not limited to, 7 CFR parts 210, 215, 220, 245, 250; 2 CFR parts 180, 200, 400, 416, 417, and 418; and 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.
2. The selected FSMC shall have the exclusive right to operate the programs checked below at the sites specified in the Schedule of Food Service Locations and Services Provided, which is attached to this RFP as “Exhibit A” and fully incorporated herein. Please note the SFA may not add additional programs to its operations during the school year. Since material changes to the RFP and contract are not permitted, the solicitation scope identifies and encompasses all the program(s) and nonprofit food service activities that the FSMC may be involved in during the term of the contract (initial term and renewals, if any). Proposals must be inclusive of all the programs and services requested in the RFP. In addition, the SFA may remove child nutrition programs from its operations due to school closures or projected decreases in enrollment.

- National School Lunch Program (NSLP)
 - Seamless Summer Option (SSO)
- School Breakfast Program (SBP)
 - Breakfast in the Classroom
 - Universal Breakfast
- NSLP After School Care Program (ASCP)
- Fresh Fruit and Vegetable Program (FFVP)
- À la carte/Adult Meals/Non-Program
- Child and Adult Care Food Program (CACFP)
 - Traditional Breakfast Lunch
 - At-Risk Snacks _ At-Risk Supper
 - At-Risk Breakfast _ At-Risk Lunch
- Catering
- Concessions (operated by the FSMC)
- Vending (FSMC supplied food for machines)
- Special Milk Program (SMP)
- Summer Food Service Program (SFSP)
- Disaster Feeding
- Other: _____
- Other: _____

3. The FSMC’s operation of SFA’s Food Service Program shall include the performance by the FSMC of all the Services described in this RFP, as a resource to, and for the benefit of SFA’s students, faculty, and staff.
4. The SFA and the FSMC agree that this Contract is neither a cost-plus-a-percentage-of-income nor a *cost-plus-a-percentage-of-cost contract* as required under 7 CFR §210.16(c) and 2 CFR 200.324(d).

5. If there is more than one SFA Food Service Location, SFA shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. SFA shall always retain responsibility for the counting and claiming system. (7 CFR 210.8(a)(1)).
6. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs.
7. FSMC shall comply and cooperate with SFA in promoting nutrition education, health, and wellness policies, and coordinating SFA's Food Service Program with classroom instruction.
8. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards as outlined in the SFA's written code of conduct. See SP 09-2015; and 2 CFR 200.112 & 200.318.
9. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food services, such as money or rebates for school improvements and student scholarships, are not allowable.

B. Food Service

1. FSMC shall serve meals on such days and times as aligned to the SFA approved calendar and the nutrition programs the SFA has indicated in Subsection A, Scope and Purpose, in this document as requested by the SFA.
2. SFA shall retain control of the quality, extent, and general nature of food service.
3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section A, Scope and Purpose, Paragraph 2 herein.
4. For an FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
5. FSMC shall provide meals for all programs operated by the CE that meet the meal pattern set by USDA. TDA provides detailed information on applicable meal patterns in the Administrator's Reference Manual (ARM) which is available at Squaremeals.org.
6. FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, which does not meet the detailed specifications for each food component or menu item in accordance with 7 CFR 210.16(c)(3), or that do not otherwise meet the requirements of the contract.
7. FSMC shall promote maximum participation in the Programs.
8. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
9. FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA, and that meet School Nutrition Program requirements.

10. FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods unless otherwise exempted by FNS. Such a statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR 210.10(g)(1); SP 40-2017; SP 26-2017; and SP 59-2016). The FSMC may make a substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Accommodations for special dietary needs for students without medical disabilities are an SFA decision. If a substitution is made to accommodate the special dietary needs of one student, the same accommodation must be made for all students with the same dietary need (reference: 7 CFR 210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, "Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff".)
11. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent, or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. Reference 7 CFR 210.10(d)(3) and 7 CFR 220.8.
12. The FSMC shall implement an accurate point of service count using the counting system provided by SFA in its application to participate in the School Nutrition Programs and approved by TDA for the programs listed in Subsection A, Scope and Purpose, Paragraph 2, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR 245.8(b).

C. Use of Advisory Group/Menus

1. SFA shall establish, and the FSMC shall participate in the formation, establishment, and periodic meetings of, an SFA advisory board composed of students, teachers, and parents to assist in menu planning. Reference 7 CFR 210.16(a)(8).
2. FSMC must serve meals that follow the 21-day menu cycles that meet the food specifications as written, which is attached to this Contract as "Exhibit F" and fully incorporated herein, and that meet School Nutrition Program requirements. The 21-day cycle menus developed and provided by the SFA allows the FSMC to determine the bid price. These menus must be followed without any changes to specifications. The menus are attached to this Contract as "Exhibit M" and fully incorporated herein. At a minimum, such food specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients, and all USDA-required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style, and condition of each food item and other information that indicates the acceptable level of quality for each food item. A hard copy of these recipes shall be kept on file at SFA.
3. FSMC must follow: (i) the 21-day menu cycle and food specifications developed by the SFA for the NSLP; (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP; (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program; and

- (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program (Reference 7 CFR 210.16(b)(1)) or any other program operated on behalf of the SFA. The vendor shall not request any modifications to the initial 21-day menu cycle and must serve exactly what is specified and as is specified by the SFA. The FSMC agrees to reimburse the SFA for any disallowances resulting from noncompliance with the initial 21-day menu cycle.
4. FSMC shall serve à la carte items that meet all state and federal School Nutrition Program requirements. FSMC shall provide documentation that demonstrates that all non-program foods and meals, such as à la carte items, comply with all applicable School Nutrition Program requirements.
 5. FSMC may not change or vary the menus after the first menu cycle for any program without the written approval from the SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16 and 7 CFR 210.10) Any changes or variances requested by an FSMC for substitutions to the SFA menu of lower quality food items shall be justified and documented in writing by FSMC. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, TDA, and USDA for review upon request 7 CFR 210.16(c)(1) and 7 CFR 210.23.
 6. FSMC must submit an FFVP cycle menu based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More*, (available from the FNS website, and as described in current guidance from USDA and TDA) if operated.

D. Purchases and Geographic Preference

1. Whether the SFA conducts its procurement or whether the FSMC procures products on behalf of the SFA, the FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which the SFA would require under procurements not involving the FSMC.
2. If applicable, the FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or TDA review. Cost should be broken into two categories: (1) operational cost and (2) administrative cost.
 - a. Operational costs should cover the primary cost to run the FFVP to include the purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges; non-food items or supplies that are used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and in maintaining a sanitary environment.
 - b. Administrative costs are used principally to support planning and managing the program. The SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for administrative costs. TDA will monitor the SFA and the FSMC to ensure strict compliance with this provision.
 - c. The FSMC must return the full value of USDA Foods to the CE.
3. FSMC shall complete such purchasing activities in a manner that does not result in duplication of services or expenses in accordance with 2 CFR Part 200.318(d). FSMC and SFA shall ensure that no conflict of interest exists between the third-party purchasing agent, if any, and the SFA's contracted FSMC. The FSMC must not procure additional goods or services beyond what is stipulated in this Contract.

4. SFA shall ensure that FSMC shall comply with all applicable competitive bidding and open competition requirements for such purchases, as set forth in 2 CFR Part 200, including but not limited to 2 CFR 200.318-200.327.
5. SFA and FSMC acknowledge that to the extent required by 7 CFR 250.17(e), 2 CFR Part 200, SP 38-2017, and SP 32-2019, SFA must, to the maximum extent practicable, purchase only domestic food and food products for the National School Lunch Program and School Breakfast Program that are produced and processed in the United States using over 51% domestic foods, by weight or volume. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, the SFA only may approve an alternative or exception. Requests for exception must include the: a) Alternative substitute(s) that are domestic and meet the required specifications:
 i) Price of the domestic food alternative substitute(s), and ii) Availability of the alternative domestic substitute(s) in relation to the quantity ordered; and b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food or food product; and iv) Price of the non-domestic food or food product that meets the required specification of the domestic food or food product.
6. To indicate a geographic preference, the SFA must check ONLY ONE of the following:
 - For this contract, SFA requires that FSMC work with the SFA to establish a process for incorporating geographic preference in the procurement of *unprocessed locally raised and locally grown agricultural products*.
 - For this contract, SFA does not require that FSMC work with the SFA to establish a process for incorporating geographic preference in the procurement of *unprocessed locally raised and locally grown agricultural products*.

E. USDA Foods

1. SFA shall retain title to all USDA Foods.
2. The USDA Foods in Schools program supports domestic nutrition programs and American agricultural producers through purchases of 100% American grown and produced foods for use by schools and institutions participating in the National School Lunch Program among other programs.
3. SFA shall ensure that all federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA’s nonprofit school food service and are fully utilized therein. 7 CFR 210.16(6).
4. SFA shall ensure USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the nonprofit school food service operation.
5. SFA shall assure that the maximum amount of USDA Foods is received and utilized by FSMC. 7 CFR 210.9(b)(15).
6. SFA shall ensure that FSMC has credited SFA for the value of all USDA Foods received for use in SFA’s meal service in each School Year, (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. The value of foods received shall appear as a credit on the invoice for the month in which the donated food was received. This must include the value of USDA

Foods contained in processed end products, in accordance with the contingencies in 7 CFR part 250.51(a).

7. SFA shall maintain final responsibility for management and oversight of the procurement for processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. 7 CFR 210.16, 7 CFR 250.50(d).
8. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250; 7 CFR 250.53(a)(8).
9. FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225, and 226, as applicable.
10. The FSMC shall credit the SFA the value of USDA Foods contained in the end products at the processing agreement value monthly. 7 CFR 250.50(c); 250.53(a)(3). All refunds received from processors must be credited on invoices submitted to the SFA's Nonprofit School Food Service Account. 7 CFR 250.51(a-b). The method used to determine the donated food values may not be established through a post-award negotiation or any other method that may directly or indirectly alter the terms and conditions of the procurement or contract.
11. FSMC must accept and use all USDA donated ground beef and ground pork products, and all processed end products in the SFA's Food Service Program, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used). Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork, and processed end products to SFA. 7 CFR 250.51(d); 7 CFR 250.52(c); 7 CFR 250.53(a)(5).
12. FSMC further agrees to accept and use all other USDA Foods in SFA's food service. FSMC may or may not use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's Food Service Program. 7 CFR 250.53(a)(6).
 - a. SFA shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
 - b. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in SFAs food service. The market value shall be provided to the SFA by TDA. 7 CFR 250.51(a). The average material prices are listed by school year and used by processors participating in the USDA Foods processing program. The file provides the value of the material and is used on their Summary End Product Data Schedules.
 - c. At the end of the year, the FSMC shall reconcile the value of USDA Foods received against credits provided on monthly invoices. The contractor shall provide final credit of any balance due to the SFA. The total credit given for USDA Foods in each year must equal the USDA Foods, including bonus foods, received to the SFA. The credits must also encompass any transfers from other SFA and/or the state agency accepted in excess of directly received USDA Foods.

13. FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required by 7 CFR section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of 250.13(e). FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
14. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term. Any extensions or renewals of this contract, if applicable, are contingent upon the fulfillment of all contract provisions related to foods.
15. FSMC will comply with 7 CFR 250.14(b); 250.52, and 250.53(a)(9) concerning storage and inventory management of USDA Foods. 7 CFR 250.53(b). Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
16. FSMC will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of foods processed in products to the SFA, in accordance with requirements in 7 CFR Part 250 subpart C.
17. FSMC shall allow SFA and/or any state or federal representative or auditor, including USDA or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods 7 CFR 250.53(a)(10).
18. FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR 250.54(b) 7 CFR 250.53(a)(11).
19. FSMC acknowledges that the renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods 7 CFR 250.53(a)(12).

F. Employees

1. FSMC shall provide and pay a staff of qualified, trained management (and operational) employees assigned to duty on SFA's premises for the efficient operation of the Programs.
2. SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or FSMC.

Employees shall be retained by: (check only one)

- SFA (See Exhibit C, Chart 2)
- FSMC (See Exhibit E)
- Both SFA and FSMC (See Exhibit C, Chart 2, and Exhibit E)

3. Each position engaged in or required for operating the Program(s) shall be identified, including whether the position is SFA or FSMC personnel, in Chart 2 of Exhibit C, which is attached to this RFP and fully incorporated herein.

4. If the FSMC is required to retain labor for the operations, each position that will be transitioned from the SFA to the FSMC shall be identified in Exhibit C, Chart 2, and Exhibit E, which are attached to this RFP and fully incorporated herein. SFA shall include the methodology or details regarding how labor will be transitioned to the FSMC. Such items shall include salary, benefits, withholding requirements, and expected date of transition (or contract year).
5. For any employee positions that will be hired by the FSMC, SFA shall provide in Exhibit E a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position. SFA shall have final approval regarding the hiring of the following positions assigned to the Food Service Program. List positions or N/A:
Director, Campus Managers, cafeteria staff

6. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
7. If SFA is sharing FSMC employees with other SFA, SFA shall identify in Chart 6 of the Exhibit C: Charts which is attached to this Contract and fully incorporated herein, each SFA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each SFA. SFA's budget shall reflect the percentage of time each employee will work at SFA and for which SFA will be charged.
8. FSMC shall comply with all wages and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff outside of TDA resources. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff. FSMC shall also be responsible for the hiring and termination of the non-management staff who are employees of FSMC.
9. If a transition occurs, the FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay the cost of transferring SFA employees to FSMC payroll.
10. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
11. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
12. FSMC shall maintain its personnel and fringe benefits policies for its employees, subject to review by SFA.
13. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.
14. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
15. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such a request is not

in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.

16. FSMC shall require all its employees assigned to duty on SFA's premises to submit to health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
17. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
18. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.
19. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with the intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
20. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR 210.30, throughout the initial term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program 7 CFR Part 220, must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract. Under this provision, FSMCs must provide technical training to staff outside of TDA training.

G. Use of Facilities, Inventory, Equipment, Storage, and Utilities

1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall always have full access to the food service facilities and for any reason, including inspection and audit.
2. At the commencement, termination, or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement and the expiration or termination of this Contract and keep a copy of each on file with this Contract.
3. At the commencement and the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA Foods shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall

become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from (1) normal wear and tear; or (2) theft, fire, or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost. The value of USDA Foods inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA Foods are received by SFA. Upon termination of the contract, the FSMC cannot remove any USDA Foods from the SFA.

4. During this Contract, title to all SFA food and supplies shall remain with the SFA.
5. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
6. SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
7. FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with SFA's agreement with TDA.
8. FSMC shall provide SFA with keys for all food service areas secured with locks.
9. SFA shall provide FSMC with local telephone service.
10. SFA

shall or shall not

provide water, gas, and electric service for the food service program. If SFA is providing water, gas, and electric service for the food service program, charges to the food service account shall be made at least quarterly. SFA may use this formula if kitchens do not have individualized meters:

SFA will:

- a. Calculate the square footage of the kitchen by developing a percentage of utilities based on the square footage of the food service facilities in relation to the school's total square footage.
- b. Determine the percentage of time the kitchen is in use compared to the total campus use. (The kitchen may operate 7 hours but the school day with activities may be 9 hours.)
- c. Apply percentages to the average cost of the total utilities.

The SFA will only charge utilities for kitchens during months of operation (if the kitchen was not operating in the summer. The district must not charge the food service operation for utilities during the summer months.) The district must not include cafeteria usage when the cafeteria is used for purposes other than feeding students (pep rallies, study hall, evening functions).

11. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules, and regulations.

12. SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.
13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises.
14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement.
16. FSMC shall comply with all SFA building rules and regulations.
17. FSMC shall not use SFA's facilities to produce food, meals, or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the Non-profit School Food Service Account.
18. Upon termination of this Contract, FSMC shall surrender to SFA all SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

H. Health Certifications/Food Safety/Sanitation

1. FSMC shall maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirements of 210.13(b). 7 CFR 210.9(b)(14).
2. FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. 7 CFR 210.16(c)(2).
3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
4. FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. 7 CFR 210.16(a)(7).
5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing, or serving meals at a SFA facility. 7 CFR 210.16(a)(7).
6. SFA shall provide sanitary toilets and handwashing facilities for the employees of FSMC.
7. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.
8. FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. § 1758(h)(5)(A).
9. FSMC shall allow at least two health inspections to be conducted by the Health Department at every site involved in the school meal preparation and/or service as required by 42 U.S.C. §1758(h)(1).

I. Financial Terms

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants, and loans shall be credited to the Non-profit School Food Service Account daily. Any profit or guaranteed return shall remain in the SFA’s Non-Profit School Food Service Account.
2. All facilities and equipment to be provided by the SFA shall be provided at SFA’s expense.
3. Meal Equivalency Factor
 - a. For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals.
 - b. The FSMC and SFA shall determine à la carte meal/non-program equivalents by dividing the à la carte revenue by the per-meal sum of the previous year (PY) Federal free lunch meal reimbursement plus the per-meal value of PY USDA Foods entitlement and bonus USDA Foods entitlement. The meal equivalency factor (MEF) shall be updated annually for any year that the contract is renewed.
 - c. The Meal Equivalency Factor (MEF) shall be published by TDA yearly.
 - d. Meal equivalents shall be determined with the following formula:

$$\frac{\text{Sales (revenue in dollars)}}{\text{MEF}}$$

4. Financial Guarantee
 - a. All revenue received in the operation of this contract must accrue to the nonprofit school food service account.
 - b. As part of this RFP and based on projected revenue and expenses (as outlined in Exhibit B), the SFA has determined that a financial guarantee is or is not required through life of the contract.
 - Breakeven position required
 - Financial Guarantee Amount _____
 - Subsidy Amount _____
 - No Guarantee Required
 - c. Any guarantee offered by the FSMC shall be based solely on the information contained in this RFP. Additional addendum and terms are not permitted.
5. Payment Terms/Method
 - a. The FSMC must be paid at a fixed rate per meal/meal equivalent. The proposal/bid rate per meal must be calculated as if no USDA Foods were available. The method by which FSMC will use and account for USDA Foods shall be in accordance with Subsection E, USDA Foods, hereinabove.

FSMC shall invoice SFA within 14 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

- b. SFA shall make payment in accordance with the Texas Prompt Payment Act, Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
- c. FSMC must submit detailed documentation for each Accounting Period to support what the SFA is charged. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by FSMC will include reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated hereinabove.
- d. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll, and withholding taxes, for FSMC employees. FSMC shall indemnify and hold SFA harmless for all claims arising from the non-payment of such taxes and fees.
- e. Applicable only if a subsidy is requested in Subsection I, paragraph 4 above: SFA and FSMC shall cooperate to ensure that SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that the FSMC's operation of SFA's Food Service Total Expenses are greater than Total Revenue, FSMC shall within 30 days pay SFA a subsidy payment as outlined in #4 above. In the event that the FSMC pays a subsidy, FSMC may not recover the subsidy from SFA in subsequent Contract years.
- f. SFA shall not be responsible for any expenditure incurred by the FSMC before the execution of this Contract and approval by TDA.
- g. Payments on any claim shall not preclude the SFA from adjusting payment to FSMC of any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.
- h. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
- i. The SFA shall establish all selling prices, including price adjustments, for all reimbursable, non-reimbursable meals/milk, à la carte, and non-program sales (including vending, adult meals, contract meals, concessions, and catering) prices.
- j. FSMC shall promptly pay SFA the full amount of any meal overclaims, disallowed costs, or other fiscal actions that are attributable to the FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.

J. Books and Records

- 1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA requires for reviews, compliance, etc.
- 2. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility documentation. 7 CFR 210.7(c), 7 CFR 210.9(b)(18) and 7 CFR 245.6(e).

3. FSMC shall provide SFA with a year-end statement.
4. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit and Administrative Review.
5. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three years for as long as required for the resolution of the issues raised by the audit. Reference 7 CFR 210.9(b)(17) and 2 CFR 200.334.
6. Authorized representatives of SFA, TDA, USDA, and USDA's Office of the Inspector General shall have the right to conduct on-site administrative reviews of the food service operation.
7. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.
8. The FSMC shall maintain such records as the school food authority will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the school food authority promptly at the end of each month. Such records shall be made available to the school food authority, upon request, and shall be retained in accordance with 7 CFR 210.23(c). 7 CFR 210.16(c)(1).

K. Termination

1. If at any time, the SFA shall make a reasonable decision that adequate funding from federal, state, or local sources shall not be available to carry out its financial obligation to the FSMC, then the SFA shall have the option to terminate this contract by giving 10 days written notice to the FSMC.
2. In the event either party commits a material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements, or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood, or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
4. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any available administrative, contractual, and legal remedies against FSMC.
5. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority

includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

6. Upon service ending by either Contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to self-operated food service and with TDA to ensure a smooth and timely transition to the replacement FSMC or SFA.

L. Insurance

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.
2. The information below must be completed by SFA:
 - a. Comprehensive General Liability - includes coverage for:
 - 1) Premises - Operations
 - 2) Products - Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury
 - i. \$ 2,000,000.00 Combined Single Limit.
 - b. Automobile Liability coverage with a \$ 2,000,000.00 Combined Single Limit.
 - c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of
 - ii. \$ 1,000,000.00
 - d. Excess Umbrella Liability with a combined single limit of \$ 3,000,000.00
3. The SFA shall be included as an additional insured on General Liability, Automobile, and Excess Umbrella policies.
4. The contract of insurance shall provide notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

M. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food

service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title, interest, or copyright in such software and SFA shall not retain such software beyond the termination of this Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All SFA's obligations under this section are subject to SFA's obligations under the Texas Public Information Act and any other law that may require SFA to use, reproduce, or disclose the FSMC's confidential information. This provision shall survive the termination of this Contract.

2. SFA shall not require any FSMC proprietary financial, point of sale, marketing, technology or other item as a requirement for the RFP to ensure fair and open competition.
3. Any discovery, invention, software, or program, the development of which is paid for by SFA, shall be the property of SFA to which TDA and USDA shall have unrestricted rights.
4. During the term of this Contract, FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law 42 U.S.C. §1758(b)(6). FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use, or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

N. Summer Food Service Program (SFSP)

Check One: SFA does or plans to participate in the SFSP [SFA must complete the entire section]
 SFA does not participate in the SFSP [If this box is checked, then Subsection N does not apply]

1. SFA shall be responsible for determining the eligibility of all SFSP sites.
2. SFA, as a sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR §225.15 (a)(3).
3. Bonding requirements.
 - a. Bid guarantee: Bids that exceed \$50,000 (the State's small purchase threshold) shall include a bid guarantee in the amount of \$ 0.00 [Enter an amount not less than 5% nor more than 10% of the total estimated value of the contract]. Bid guarantees will be returned (a) to unsuccessful offerors as soon as practicable after the opening of proposals and (b) to the successful offeror upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid. 7 CFR 225.15(m)(5)

- b. Performance bond (required when the value of the Contract exceeds \$50,000, the State's small purchase threshold): Within ten (10) days of the awarding of the contract, the successful offeror shall provide SFA with a performance bond in the amount of \$ 0.00 [Enter an amount of 10% of the estimated value of the Contract]. Performance bonds shall be held for the duration of the Contract. 7 CFR 225.15(m)(6).
 - c. Bid guarantees and performance bonds must be obtained from a surety company listed in the current U.S. Department of Treasury Circular 570. No alternative forms of bid guarantees or performance bonds are allowed, including but not limited to cash, certified checks, letters of credit, or escrow accounts. 7 CFR 225.15(m)(7).
4. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
 5. FSMC must comply with the 21-day menu cycle developed by SFA for the SFSP (Exhibit M) and include it in the RFP. SFA shall approve any changes to the menus no later than two weeks prior to service after the initial 21-day menu cycle has been complete. The SFA shall inform TDA of menu changes for the SFSP.
 6. SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during the operation of the program.
 7. SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.
 8. FSMC may use foods to conduct SFSP in accordance with Section E of the Additional Standard Terms and Conditions hereinabove and 7 CFR Part 225 and 2 CFR Part 200.

O. Certifications

FSMC shall execute and comply with the following Certifications: (i) Debarment certification shall be provided by a) the SFA providing the page from The System for Award Management and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced The System for Award Management; or b) that by signing this Agreement that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Texas; or c) submitting the TDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form; and (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure of Lobbying Activities, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein.

P. Miscellaneous

1. Emergency Notifications.

- a. SFA shall notify FSMC of any interruption in utility service, delays, or emergency situations.

Notification will be provided to:

Name: _____

Title: _____

Telephone number: _____

Alternate telephone number: _____

2. Governing Law. This Contract is governed by and shall be construed in accordance with Texas and federal law.
3. Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
4. Incorporation/Amendments. This Request for Proposal and any subsequent contract constitute the entire agreement between the parties with relation to the transaction contemplated hereby. In the event of a conflict between or among any of the terms of the documents that make up the contract, such conflicts shall be resolved by referring to the documents in the following order of priority: (i) final written agreement; (ii) SFA's Request for Proposal including all addenda and attachments; and (iii) FSMC's Proposal. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.
5. **INDEMNITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, FSMC SHALL DEFEND, INDEMNIFY, AND HOLD SFA HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS, AND EXPENSES, INCLUDING REASONABLE COLLECTION EXPENSES, ATTORNEYS' FEES, AND COURT COSTS THAT MAY ARISE BECAUSE OF THE ACTIONS OF FSMC, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS OR ACTIONS RESULT FROM THE NEGLIGENCE OF SFA, ITS EMPLOYEES OR AGENTS. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.**
6. Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against based on race, color, national origin, sex, age, or disability.
7. Notices. All notices, consents, waivers, or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: Ballinger ISD, 802 Conda Ave, Ballinger, Tx 76821

To FSMC: _____

Copy: _____

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of a facsimile transmission, when received.

8. Severability. If one or more provisions of this contract or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
9. Silence, absence, or omission. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
10. Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without the prior written consent of the SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
11. Waiver. The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants, or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or any subsequent breach or default on the part of the other party.

AGREEMENT

Offeror certifies that the FSMC shall operate the SFA's school food service in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated herein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods. IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Ballinger ISD

Name of SFA

Signature of Authorized Representative

(SFA cannot sign until approved by TDA) CFR 210.19a.5

Typed Name of Authorized Representative

Superintendent

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit B: Budget

Projected Revenue: Based on 166 (Number) days of meal service in the School Year 2024-2025 and using 2023-2024 reimbursement rates the SFA shall multiply the rates by the actual meals served from School Year 2022-2023.

Consolidated Food Service Budget School Year 2024-2025

Revenue:

Local

Student Breakfast Sales Revenue	\$ 6,791.20
Student Lunch Sales Revenue	\$ 44,609.40
Adult & À la carte Sales Revenue	\$ 58,739.55
Catering & Other Non-Program Revenue	\$ 6,990.50
Total Sales	\$ 117,130.65

Reimbursement

School Breakfast Program	\$ 111,724.46
National School Lunch Program	\$ 251,442.39
After School/At-Risk Snack Program	\$ 0.00
At-Risk CACFP Supper Program	\$ 0.00
State Matching Reimbursement	\$ 2,141.42
Other Federal/State Reimbursement	\$ 1,732.73
Total Reimbursement	\$ 367,041.00

Total Revenue: (Total Sales + Total Reimbursement) \$ 484,171.65

Expense: **Projected Total Expenses** 470,000.00

Estimated Budget Projection: Total Revenue (Sales + Reimbursement) - Expenses \$ 14,171.65

USDA Foods Entitlement Allocation Estimate: \$ 33,791.41

SFA Contact for Budget Completion: Name: Caroline Toliver Phone: (325) 365-3588

Exhibit C: Charts

Chart 1: Projected enrollment by campus

Ballinger Elementary = 370
Ballinger Junior High = 185
Ballinger High School = 240

Chart 2:

- a) Staffing Chart: All positions at all campuses will be FSMC Personnel
 - a. Elementary – Cafeteria Manager, 2 food preparers
 - b. Junior High/High School Combined – Cafeteria Manager, 2 food preparers
 - c. District Level – Cafeteria Director of all campuses
- b) Labor Transitions: Not Applicable to BISD

Chart 3: Participation Data for the prior year

- a. Breakfast
 - i. Free – 35,774
 - ii. Reduced-Price – 4,669
 - iii. Paid - 11,972
 - iv. Number of Meals served annually – 52,415
- b. Lunch
 - i. Free – 15,078
 - ii. Reduced-Price – 6,361
 - iii. Paid – 48,197
 - iv. Number of Meals served annually – 69,636

Average Daily Participation by school:

Breakfast:	Lunch:
High School – 53.87	68.90
Junior High – 61.91	105.95
Elementary – 196.20	237.68

Chart 4: Current Meal Prices

Breakfast and lunch are Free under CEP
Adult Meal Prices - Breakfast \$3.00 Lunch \$4.00

Chart 5: Copies of Reimbursement Claims for Current and Prior School Year(s). Attached

Chart 6:

1. Each FSMC position that will be shared with other SFA – NONE
2. The SFA with who FSMC employees will be shared – NONE
3. The percentage of the time FSMC employees will work at each SFA – 100% at Ballinger ISD

Chart 7: School Calendar for 2024-25

Attached

Exhibit C: Chart 5

2022 - 2023 SSO Claim Year Summary

00946 Status: Active
BALLINGER ISD
 DBA:
 802 CONDA AVE
 BALLINGER, TX 76821-0231
 County District Code: 200-901
 ESC: 15 TDA Region: 1

Claim Month	Adj Number	Claim Status	Date Received	Date Processed	Earned Amount
Oct 2022					\$0.00
Nov 2022					\$0.00
Dec 2022					\$0.00
Jan 2023					\$0.00
Feb 2023					\$0.00
Mar 2023					\$0.00
Apr 2023					\$0.00
May 2023					\$0.00
Jun 2023	0	Processed	06/30/2023	07/11/2023	\$4,838.76
Jul 2023					\$0.00
Aug 2023					\$0.00
Sep 2023					\$0.00
Year to Date Totals					\$4,838.76

Exhibit C: Chart 5

2022 - 2023 NSLP Claim Year Summary

00946 Status: Active
BALLINGER ISD
 DBA:
 802 CONDA AVE
 BALLINGER, TX 76821-0231
 County District Code: 200-901
 ESC: 15 TDA Region: 1

Claim Month	Adj Number	Claim Status	Date Received	Date Processed	Earned Amount
Jul 2022					\$0.00
Aug 2022	1	Error	01/06/2023		\$22,020.51
Sep 2022	0	Processed	10/05/2022	10/18/2022	\$43,930.64
Oct 2022	0	Processed	11/02/2022	11/08/2022	\$41,192.64
Nov 2022	0	Processed	12/06/2022	12/06/2022	\$39,117.69
Dec 2022	0	Processed	01/09/2023	01/17/2023	\$24,336.46
Jan 2023	0	Processed	02/07/2023	02/07/2023	\$37,624.10
Feb 2023	0	Processed	03/03/2023	03/09/2023	\$35,101.41
Mar 2023	0	Processed	04/04/2023	04/13/2023	\$40,569.92
Apr 2023	0	Processed	05/02/2023	05/04/2023	\$39,357.54
May 2023	0	Processed	06/01/2023	06/27/2023	\$36,321.80
Jun 2023					\$0.00
Year to Date Totals					\$359,572.71

Exhibit C: Chart 5

2023 - 2024 NSLP Claim Year Summary

00946 Status: Active
BALLINGER ISD
 DBA:
 802 CONDA AVE
 BALLINGER, TX 76821-0231
 County District Code: 200-901
 ESC: 15 TDA Region: 1

Claim Month	Adj Number	Claim Status	Date Received	Date Processed	Earned Amount
Jul 2023					\$0.00
Aug 2023	0	Processed	09/12/2023	10/05/2023	\$28,764.68
Sep 2023	0	Processed	10/13/2023	10/24/2023	\$57,287.75
Oct 2023	0	Processed	11/06/2023	11/16/2023	\$49,971.73
Nov 2023	0	Accepted	12/05/2023		\$40,305.50
Dec 2023					\$0.00
Jan 2024					\$0.00
Feb 2024					\$0.00
Mar 2024					\$0.00
Apr 2024					\$0.00
May 2024					\$0.00
Jun 2024					\$0.00
Year to Date Totals					\$176,329.66

Ballinger ISD

2024-2025 School Calendar

P.O. Box 231/ 802 Conda Avenue
325-365-3588

Ballinger, Texas 76821

DRAFT

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	T	F	S
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Important Dates

Aug	2	New Employee Inservice
Aug	5-13	Professional Development/Planning Days
Aug	14	First Day of School for Students
Sept	2	Labor Day-Student & Staff Holiday
Sept	20/24	End of 1st Six Weeks/Start of 2nd
Sept	23	PD/Planning Day/Student Holiday
Oct	14	Columbus Day- Student & Staff Holiday
Nov	1/5	End of 2nd Six Weeks/Start of 3rd
Nov	4	PD/Planning Day/Student Holiday
Nov	22	PD/Planning Day/Student Holiday
Nov	25/29	Thanksgiving Vacation
Dec		High School STAAR EOC Re-Test Window
Dec	18	Student Early Release Day
Dec	18	End of 3rd Six Weeks/ 1st Semester
Dec	19-Jan-06	Christmas Break
Jan	2,3	PD/Planning Days/Student Holiday
Jan	6	First Day of 2nd Semester/4th Six Weeks
Jan	10	Livestock Show - Student & Staff Holiday
Jan	20	MLK Holiday - Students & Staff
Jan	27	PD/Planning Days/Student Holiday
Feb	14/18	End of 4th Six Weeks/Start of 5th
Feb	17	PD/Planning Day/Student Holiday
Mar	7	PD/Planning Day/Student Holiday
Mar	10-14	Spring Break
Apr	20	Easter/Student-Staff Holiday
Apr	1	PD/Planning Day/Student Holiday
Apr	4/7	End of 5th Six Weeks/Start of 6th
Apr		STAAR Testing Window
Apr	21	PD/Planning Day/Student Holiday
May	17	Graduation
May	22	End of 6th Six Weeks/2nd Semester
May		PD/Planning Days
Jun	18-28	High School STAAR EOC Re-Test Window

Grading Periods

1st Six Weeks	28 days
2nd Six Weeks	28 days
3rd Six Weeks	26 days
First Semester	82 Days
4th Six Weeks	27 days
5th Six Weeks	28 days
6th Six Weeks	31 days
Second Semester	86 Days
168 Total Instructional Days	17

Student Instructional Days

167 Total Days	
165 Regular Days (468 Min)	###
2 Early Release Days (310 Min)	620

Total Minutes = ###

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
28	29	30				

May 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Staff Days

Comp Days	11-25, 1-10, 4-20
PD Days	8-5, 6, 7, 8, 9, 12, 13
	9-23, 11-4, 11-22, 1-2, 3, 27, 2-17, 3-7, 4-21
168 Instructional Days	

Total Staff Days= 188

No School-Staff & Students

Early Release for Students

Employee PD/Planning (no school for students)

Beginning/End of Six Weeks Period

STAAR Testing Days

First & Last Day of School

Graduation Day

Exhibit D: Designation of Program Expenses

Exhibit D represents the expenses the SFA has deemed are the responsibility of the FSMC and must be included in their fixed meal price offer as part of the bid specifications. When the SFA applies an X in a selected expense column the FSMC or the SFA is responsible for that expense during the life of the contract. Only one choice for each expense. The SFA and the FSMC cannot both be checked for an expense. If the expense does not apply check N/A.

DESCRIPTION	FSMC	SFA	N/A
FOOD:			
Food Purchases	X		
USDA Foods Processing	X		
Food Storage	X		
LABOR:			
FSMC Employees	X		
SFA Employees			X
CLEANING EXPENSES:			
Other			X
Food Preparation Areas (Include Equipment)	X		
Serving Areas	X		
Kitchen Areas	X		
Dining Room Floors	X		
Periodic Waxing and Buffing of Dining Room Floors		X	
Restrooms for Food Service Employees	X		
Grease Traps		X	
Cleaning of Dining Room Tables and Chairs	X		
Cafeteria Walls		X	
Kitchen Walls		X	
Light Fixtures		X	
Windows		X	
Window Coverings		X	
Hoods	X		
Grease Filters	X		
Duct Work		X	
Exhaust Fans		X	
TRASH REMOVAL			
From Kitchen	X		
From Dining Area	X		
From Premises		X	
OTHER EXPENSES			
Smallware		X	
Paper/Disposable Supplies	X		
Uniforms	X		
Laundry	X		
Pest Control/Insect/Extermination		X	
Maintenance		X	
Other			X
Other			X
Other			X

Exhibit E: Schedule of FSMC Employees

1. For each position hired by the FSMC, SFA must provide minimal qualifications for each FSMC position.

Job Title	Minimal Qualifications
Child Nutrition Director	High School Diploma/Equivalent, plus a minimum of 3 year of relevant experience in school nutrition programs. The ability to manage people, identify defects in preparation and service of food and implement quality control procedures. Candidate must be able to communicate effectively with clients, client customers and support staff.
Cafeteria Manager	High School Diploma/Equivalent, plus a minimum of 1 yr of relevant experience in school nutrition programs or related experience. Requires ability to identify defects in the preparation and service of food and be able to implement improved quality control procedures. Requires ability to communicate with staff and customers as needed to respond effectively to changing demands.
Cafeteria Staff	High School Diploma/Equivalent. Ability to make repetitive hand motions. Works with frequent interruptions. Stand, walks, push and pull, lifts, carries, some stooping, bending, and kneeling most of the day. Lifting up to 50 lbs, carrying and seeing. Reading and comprehension, ability to perform basic arithmetic, communicate effectively, maintaining emotional control under stress.

If SFA requires additional pages, attach to this section with the heading “Exhibit E: Schedule of FSMC Employees – Part 1 continued”

2. FSMC must provide a proposed methodology to address attrition of each employee from SFA to the FSMC. Transition plan to include:
 - i. Employee’s position
 - ii. Current salaries
 - iii. Benefits
 - iv. Timeframe of transition (specify year of contract)

Not Applicable

If FSMC requires additional pages, attach to this section with the heading “Exhibit E: Schedule of FSMC Employees – Part 2 continued”

Exhibit F: Food Specifications

All food specifications must meet requirements of the USDA Food Buying Guide (FBG), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and TDA's Administrative Reference Manual (ARM).

- All USDA foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- All food and food products purchased on behalf of the SFA must be in compliance with Buy American provisions. Food and food products must be produced in the United States, and food products must be processed in the United States using over 51% of domestic foods by weight or volume. 7 CFR 250.17(e); 2 CFR Part 200; SP 38-2017; SP 32-2019; and 7 CFR Part 210.21(d).

For all other food components, specifications shall be as follows:

- Grains must be made from whole grain, whole-grain rich flour/meal, or enriched grain. Cereals may be whole grain, whole-grain rich, enriched grain, or fortified grain. All grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the Child Nutrition Program Food Buying Guide (FBG) or as appropriately identified on a food nutrition label or product manufacturer's statement. If applicable, the product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by the USDA and must be free of color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators from USDA*.
 - For breaded and battered items, all flour must be whole-grain or enriched for bread/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry and must be processed in the United States using over 51% domestic meats. No variety of meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese must be from domestic milk sources and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melting; contain proper moisture and salt content and be processed in the United States.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet the minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. All fish must also be in compliance with the Buy American provisions for farmed and wild fish as described in SP 32-2019.

- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have a characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be from domestic sources, ripe and in good condition when delivered, and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must be produced and processed in the United States using over 51% domestic vegetables by weight or volume; meet the food distributors' first quality level (extra fancy and fancy); canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be from domestic sources, inspected and passed by the state or federal Department of Agriculture, and used within 30 days of the date on the carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off-color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be from domestic sources and offered in a variety of at least two different fat contents. If flavored milk is offered in the National Lunch Program or School Breakfast program, unflavored milk must also be offered as a selection. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.
- Other (additional SFA requirements):
 - Salad Bar:
 - Elementary Grades K-5:
 - A fresh vegetable option daily.
 - Example, baby carrots, sliced cucumbers, celery sticks, broccoli florets
 - Secondary Grades 6-12:
 - Daily Base: salad mix, sliced tomatoes, baby carrots, broccoli florets, celery sticks

Exhibit G: Price Proposal Form

The undersigned FSMC proposes to manage the SFA's school food service at the fixed per-meal rates shown below, subject to the terms of this RFP including SFA's estimated total numbers of meals shown below. If the contract is awarded, FSMC will bill SFA for meals and meal equivalents at the fixed rates shown below, without any additional charges. The meal prices in this proposal must not consider the value of USDA Foods that the FSMC may receive for use during the year. FSMC will fully credit SFA for the value of USDA Foods received for use. The FSMC acknowledges that the contract will be awarded based primarily on the lowest proposed Total Cost to SFA, shown below, combined with SFA's evaluation of non-price criteria specified in the RFP.

Program	FSMC's Proposed Fixed Price per Meal or Equivalent	X	SFA's Estimated Annual Meals or Meal Equivalents—all sites	=	FSMC's Proposed Cost to SFA—all sites (extended cost)
Breakfast (SBP)	\$	X	62,160	=	\$
Lunch (NSLP)	\$	X	75,600	=	\$
Milk (SMP)	\$	X	0	=	\$
NSLP Afterschool Care Program (ASCP)	\$	X	0	=	\$
At-Risk Snacks (CACFP)	\$	X	0	=	\$
At-Risk Breakfast (CACFP)	\$	X	0	=	\$
At-Risk Lunch/Supper (CACFP)	\$	X	0	=	\$
Traditional Breakfast (CACFP)	\$	X	0	=	\$
Traditional Lunch (CACFP)	\$	X	0	=	\$
Summer (SFSP/SSO) Lunch	\$	X	800	=	\$
Summer (SFSP/SSO) Breakfast	\$	X	600	=	\$
Non-Program Meal Equivalent	\$	X	3,677	=	\$

FSMC's proposed Total Cost to SFA: _____

Financial Guarantee - Offeror must select one of the following options:

- Breakeven position required
- Financial Guarantee Amount _____
- Subsidy Amount _____
- No Guarantee Required

Submitted by: _____

Company: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Exhibit H: SFA Protest Procedures

SFA must include their protest procedures here in Exhibit H

Actions that diminishes open and free competition can seriously undermine the integrity of procurement process and may subject an SFA to protests. SFAs/Sponsors are responsible for replying to protests and concerns of potential contractors. SFAs/Sponsors are required to have protest procedures, pursuant to 2 CFR Part 200.318(k), in place to handle and resolve disputes relating to their procurements and must disclose information of all instances regarding a protest to TDA.

The Ballinger ISD's bid protest procedures are as follows:

1. A bidder shall have 48 hours from time of Bid Opening to file a protest with the SFA in accordance to these procedures:
 - *Notify the Ballinger ISD Superintendent in writing via email at caroline.toliver@ballingerisd.net with a follow-up phone call stating an email has been sent.
 - *Include all aspects for requesting the protest.
 - *Include name of company and contact information: email, phone and mailing address
 - *Failure to follow these steps will invalidate a protest.
2. The Ballinger ISD will review the protest within 2 business days of receipt.
3. The Ballinger ISD will decide if the protest is valid and shall determine if it impacted the bid award process.
4. The Ballinger ISD will notify the School Board of Trustees of a protest.
5. The Ballinger ISD will note that there was a protest in any decision to award a bid.
6. The Ballinger ISD, in all instances, will disclose all information regarding a protest to IDOE.

Exhibit I: Applicable Laws

- FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-163, 89 Stat. 871.
- FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the “Act”), 40 U.S.C. §3701 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR 60.
- FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; USDA regulations on nondiscrimination 7 CFR 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- FSMC shall comply with the Buy American provision for contracts that involve the purchase of domestic food and food products in the United States using over 51% domestic foods by weight or volume, USDA Regulation 7 CFR 210.21(d) and 7 CFR Part 250.
- FSMC has signed the Anti-Collusion Affidavit, Exhibit J, which is attached herein and is incorporated by reference and made a part of this Contract.
- FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 7606, §508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency (EPA) regulations Title 40 CFR.
- FSMC shall comply with the Lobbying Certification, Exhibit K, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Exhibit L herein, or will complete and submit as required in accordance with its instructions included in Exhibit L.
- FSMC shall strongly encourage the participation of Historically Underutilized Business (HUB), Minority and Women Business Enterprise (MWBE), and labor surplus area vendors to compete in procurement opportunities the FSMC conducts on behalf of the SFA.
- FSMC shall ensure that the nondiscrimination statement is affixed to all letters, notices, publications, and websites as required by FNS Instruction 113.1 (November 8, 2005).

Exhibit J: Anti-Collusion Affidavit

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath says, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning the exchange of money or other things of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____, 20_____

Notary Public (or Clerk or Judge) _____

My commission expires _____

Exhibit K: Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, § 1352 U.S. Code. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of _____ (FSMC) in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of _____ (FSMC) in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification is included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of Company

Name of Authorized Official or Representative

Title of Authorized Official or Representative

Signature of Authorized Official or Representative

Date

Exhibit L: Disclosure Form to Report Lobbying Activities

Approved by OMB No. 0348-0046

PROCUREMENT

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Exhibit L Continued:

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE FORM TO REPORT LOBBYING

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification for this report. If this a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward receipt. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks: "Sub awardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying officials shall sign and date the form, print his/her name and title.

Exhibit M: Menu Cycles
SCHOOL BREAKFAST PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school).

2024-2025 School Year

Campus Level: K-12 Breakfast Districtwide

1	BLUEBERRY MUFFIN W/ STRING CHEESE, CEREAL W/GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1%WHITE MILK
2	CINNAMON & SUGAR DONUT HOLES, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1%WHITE MILK
3	BISCUIT & GRAVY, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1%WHITE MILK
4	BERRY PARFAIT W/GRANOLA, CEREAL W/GRAHAM CRACKERS, 100%FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1 %WHITE MILK
5	CHEESEY EGG & POTATO BREAKFAST TACOS, CEREAL W/GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
6	WAFFLES, CEREAL W/GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
7	BREAKFAST ON A STICK, CEREAL W/ GRAHAM CRACKERS, 100%FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
8	SAUSAGE BISCUIT, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
9	BREAKFAST PIZZA, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FATFREE CHOCOLTE MILK, 1% WHITE MILK
10	BERRY SCONE, CEREALW/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
11	CHEESEY EGG & SAUASGE TACO, CEREAL W/GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
12	APPLE FRUDEL, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
13	PUMPKIN BREAD SLICE, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
14	BISCUIT & GRAVY W/ SAUSAGE, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
15	CINNAMON ROLLS, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
16	CINNAMON & SUGAR DONUT HOLES, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHCOLATE MILK, 1% WHITE MILK
17	MINI CREAM CHEESE BAGELS, CEREAL W/GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
18	BREAKFAST PIZZA, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
19	FRENCH TOAST STICKS W/ SAUSAGE, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK 1% WHITE MILK
20	EGG & SAUSAGE BISCUIT, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
21	BLUEBERRY MUFFIN W/ STRING CHEESE, CEREAL W/ GRAHAM CRACKERS, 100% FRUIT JUICE, FRESH FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK

**Exhibit M: Menu Cycles
NATIONAL SCHOOL LUNCH PROGRAM**

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school).

2024-2025 School Year

Campus Level: K-5 LUNCH ELEMENTARY

1	TURKEY & CHEESE WRAP, FISH NUGGETS W/ ROLL, CORNDOG, CUCUMBER SLICES, BAKED BEANS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
2	PEPPERONI PIZZA, CHEESE PIZZA, SUNBUTTER & JELLY SANDWICH W/ STRING CHEESE, , BROCCOLI FLORETS, BABY CARROTS, SMILEY FRIES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
3	POPCORN CHICKEN POTATO BOWL, CORNDOG, TURKEY HAM & CHEESE SANDWICH, BROCCOLI W/ CHEESE SAUCE, BABY CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
4	BEEF QUESADILLA, CRISPY BEEF TACOS, TURKEY & CHEESE SUB, MEXICAN PINTO BEANS, CUCUMBER SLICES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
5	GRILLED CHEESE W/ TOMATO SOUP, PULLED PORK QUESADILLA, TURKEY HAM WRAP, CRINKLE FRIES, BABY CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
6	ROTINI W/ BREADSTICK, CHICKEN WRAP, HOT DOG, ROASTED VEGETBLES, BROCCOLI FLORETS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
7	CHEESE PIZZA, PEPPERONI PIZZA, CHEF SALAD, BABY CARROTS, CURLY FRIES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
8	FRITO PIE, CHICKEN NUGGETS W/ ROLL, PULLED PORK NACHOS, PEPPERED BROCCOLI, CELERY STICKS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
9	CRISP BEEF TACOS, CRISPY CHICKEN TACOS, TURKEY HAM & CHEESE SANDWICH, REFRIED BEANS, CUCUMBER SLICES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
10	PANCAKES & SAUSAGE, SUNBUTTER & JELLY SANDWICH W/ STRING CHEESE, BREAKFAST ON A STICK, TATER BUCKS, BABY CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
11	CHEESY PENNE W/ BREADSTICK, TURKEY & CHEESE SUB, SLOPPY JOES SANDWICH, CELERY STICKS, CRINKLE CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
12	CHEESE PIZZA, MEAT LOVERS PIZZA, SUNBUTTER & JELLY SANDWICH, BABY CARROTS, CUCUMBER SLICES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
13	POPCORN CHICKEN, TURKEY & CHEESE SANDWICH, TATER TOT CASSEROLE W/ ROLL, ITALIAN VEGGIE BLEND, CUCUMBER SLICES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
14	BEEF NACHOS, CHEESY NACHOS, SUNBUTTER & JELLY SANDWICH W/ STRING CHEESE, BABY CARROTS, PINTO BEANS, BROWN RICE, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
15	GRILLED CHEESE BURGER, POPCORN CHICKEN WRAP, CORNDOG, CRINKLE FRIES, SHREDDED LETTUCE, TOMATO SLICES, PICKLES, BROCCOLIE FLORETS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
16	2 CHEESE GRILLED CHEESE, ORANGE CHICKEN W/ RICE, PULLED PORK BBQ SANDWICH, BABY CARROTS, 5-WAY MIZED VEGGIES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
17	PEPPERONI PIZZA, CHEESE PIZZA, SUNBUTTER & JELLY SANDWICH W/ STRING CHEESE, CUCUMBER SLICES, STEAMED CORN, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
18	CHICKEN TENDERS W/ ROLL, COUNTRY FRIED STEAK W/ ROLL, TURKEY & CHEESE SUB, PEPPERED BROCCOLI, CELERY STICKS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
19	CHEESY NACHOS, BEEF NACHOS, SUNBUTTER & JELLY SANDWICH W/ STRING CHEESE, BROWN RICE, BABY CARROTS, REFRIED BEANS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
20	BEEF FINGER POTATO BOWL W/ ROLL, BBQ CHICKEN WRAP, CHEESEBURGER, SHRED LETTUCE, SLICED TOMATOES, PICKLES, BABY CARROTS, STEAMED CORN, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS
21	TURKEY & CHEESE WRAP, FISH NUGGETS W/ ROLL, CORNDOG, CUCUMBER SLICES, GREEN BEANS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK, CONDIMENTS

Exhibit M: Menu Cycles
NATIONAL SCHOOL LUNCH PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school).

2024-2025 School Year

Campus Level: Junior High Lunch

1	FISH NUGGET W/ ROLL, TURKEY & CHEESE WRAP, CHEESEBURGER, SPICY CHICKEN SANDWICH, SALAD BAR, BAKED BEANS, POTATO WEDGES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
2	CHEESE PIZZA, SUNBUTTER & JELLY SANDWICH W/ STRING CHEESE, SPICY CHICKEN SANDWICH, CHEESE BURGER, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
3	ROTINI W/ BREADSTICK, CORNDOG, SPICY CHICKEN SANDWICH, CHEESE BURGER, BROCCOLI W/ CHEESE, FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
4	BEEF TACOS, PULLED PORK QUESADILLA, SPICY CHICKEN SANDWICH, CHEESE BURGER, RICE, PINTO BEANS, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
5	CHEESE BURGER, PEPPERED BROCCOLI, CRINKLE FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
6	PORK STREET TACOS, TATER TOT CASSEROL, SPICY CHICKEN SANDWICH, CHEESE BURGER, ROASTED VEGGIES, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
7	CHEESE PIZZA, PEPPERONI PIZZA, SPICY CHICKEN SANDWICH, CHEESE BURGER, FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
8	FRITO PIE, CHICKEN NUGGETS W/ ROLL, SPICY CHICKEN SANDWICH, CHEESE BURGER, PEPPERED BROCCOLI, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
9	CHICKEN NACHOS, BEEF NACHOS, SPICY CHICKEN SANDWICH, CHEESE BURGER, BROWN RICE, REFRIED BEANS, FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
10	TURKEY & CHEESE WAFFLE SANDWICH, PANCAKES & SAUSAGE, SPICY CHICKEN SANDWICH, CHEESE BURGER, TATER BUCKS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
11	BEEF PENNE W/ BREADSTICK, CHICKEN BURRITO, SPICY CHICKEN SANDWICH, CHEESE BURGER, STEAMED CATTORS, CRINKLE FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
12	CHEESE PIZZA, MEAT LOVERS PIZZA, SPICY CHICKEN SANDWICH, CHEESE BURGER, CURLY FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
13	POPCORN CHICKEN POTATO BOWL, TURKEY & CHEESE SANDWICH, SPICY CHICKEN SANDWICH, CHEESE BURGER, ITALIAN VEGGIE BLEND, CRINKLE FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
14	BEEF TACOS, PULLED PORK NACHOS, SPICY CHICKEN SANDWICH, CHEESE BURGER, BROWN RICE, PINTO BEANS, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
15	CHICKEN BAKED POTATO, CHICKEN WRAP, SPICY CHICKEN SANDWICH, CHEESE BURGER, GREEN BEANS, FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
16	BBQ PORK FRIES, CHICKEN SPAGHETTI, SPICY CHICKEN SANDWICH, CHEESE BURGER, STEAMED CORN, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
17	BBQ PORK FRIES, CHICKEN SPAGHETTI, SPICY CHICKEN SANDWICH, CHEESE BURGER, STEAMED CORN, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
18	CHILI CHEESE FRIES W/ PRETZELS, CHICKEN TENDER W/ ROLL, SPICY CHICKEN SANDWICH, CHEESE BURGER, PEPPERED BROCCOLI, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
19	CHEESY NACHOS, PULLED PORK QUESADILLA, SPICY CHICKEN SANDWICH, CHEESE BURGER, BROWN RICE, REFRIED BEANS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
20	BEEF FINGER W/ ROLL, SPICY POPCORN CHICKEN W/ROLL, SPICY CHICKEN SANDWICH, CHEESE BURGER, STEAMED CORN, POTATO WEDGE, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
21	FISH NUGGET W/ ROLL, TURKEY & CHEESE WRAP, SPICY CHICKEN SANDWICH, CHEESE BURGER, BAKED SWEET POTATOES, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK

Exhibit M: Menu Cycles
NATIONAL SCHOOL LUNCH PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school).

2024-2025 School Year

Campus Level: **9-12 LUNCH**

High School

1	FISH NUGGET W/ ROLL, TURKEY & CHEESE WRAP, CHEESEBURGER, SPICY CHICKEN SANDWICH, SALAD BAR, BAKED BEANS, POTATO WEDGES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
2	CHEESE PIZZA, SUNBUTTER & JELLY SANDWICH W/ STRING CHEESE, SPICY CHICKEN SANDWICH, CHEESE BURGER, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
3	ROTINI W/ BREADSTICK, CORNDOG, SPICY CHICKEN SANDWICH, CHEESE BURGER, BROCCOLI W/ CHEESE, FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
4	BEEF TACOS, PULLED PORK QUESADILLA, SPICY CHICKEN SANDWICH, CHEESE BURGER, RICE, PINTO BEANS, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
5	GRILLED CHEESE W/ TOMATO SOUP, FEISTA CHICKEN STACKER, SPICY CHICKEN SANDWICH, CHEESE BURGER, PEPPERED BROCCOLI, CRINKLE FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
6	PORK STREET TACOS, TATER TOT CASSEROL, SPICY CHICKEN SANDWICH, CHEESE BURGER, ROASTED VEGGIES, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
7	CHEESE PIZZA, PEPPERONI PIZZA, SPICY CHICKEN SANDWICH, CHEESE BURGER, FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
8	FRITO PIE, CHICKEN NUGGETS W/ ROLL, SPICY CHICKEN SANDWICH, CHEESE BURGER, PEPPERED BROCCOLI, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
9	CHICKEN NACHOS, BEEF NACHOS, SPICY CHICKEN SANDWICH, CHEESE BURGER, BROWN RICE, REFRIED BEANS, FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
10	TURKEY & CHEESE WAFFLE SANDWICH, PANCAKES & SAUSAGE, SPICY CHICKEN SANDWICH, CHEESE BURGER, TATER BUCKS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
11	BEEF PENNE W/ BREADSTICK, CHICKEN BURRITO, SPICY CHICKEN SANDWICH, CHEESE BURGER, STEAMED CATTORS, CRINKLE FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
12	CHEESE PIZZA, MEAT LOVERS PIZZA, SPICY CHICKEN SANDWICH, CHEESE BURGER, CURLY FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
13	POPCORN CHICKEN POTATO BOWL, TURKEY & CHEESE SANDWICH, SPICY CHICKEN SANDWICH, CHEESE BURGER, ITALIAN VEGGIE BLEND, CRINKLE FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
14	BEEF TACOS, PULLED PORK NACHOS, SPICY CHICKEN SANDWICH, CHEESE BURGER, BROWN RICE, PINTO BEANS, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
15	CHICKEN BAKED POTATO, CHICKEN WRAP, SPICY CHICKEN SANDWICH, CHEESE BURGER, GREEN BEANS, FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
16	BBQ PORK FRIES, CHICKEN SPAGHETTI, SPICY CHICKEN SANDWICH, CHEESE BURGER, STEAMED CORN, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
17	PEPPERONI PIZZA, CHEESE PIZZA, SPICY CHICKEN SANDWICH, CHEESE BURGER, CURLY FRIES, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
18	CHILI CHEESE FRIES W/ PRETZELS, CHICKEN TENDER W/ ROLL, SPICY CHICKEN SANDWICH, CHEESE BURGER, PEPPERED BROCCOLI, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
19	CHEESY NACHOS, PULLED PORK QUESADILLA, SPICY CHICKEN SANDWICH, CHEESE BURGER, BROWN RICE, REFRIED BEANS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
20	BEEF FINGER W/ ROLL, SPICY POPCORN CHICKEN W/ ROLL, SPICY CHICKEN SANDWICH, CHEESE BURGER, STEAMED CORN, POTATO WEDGE, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
21	FISH NUGGET W/ ROLL, TURKEY & CHEESE WRAP, SPICY CHICKEN SANDWICH, CHEESE BURGER, BAKED SWEET POTATOES, TATER TOTS, SALAD BAR, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK

Exhibit M: Menu Cycles

NSBP BREAKFAST

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided here.

2024 - 2025 School Year

Campus Level: HEADSTART & PRE-K BREAKFAST

1	BLUEBERRY MUFFIN W/ STRING CHEESE, FRUIT, 1% WHITE MILK
2	CINNAMON TOAST CRUNCH W/ GRAHAM CRACKERS, FRUIT, 1% WHITE MILK
3	BISCUITS & GRAVY, FRUIT, 1 % WHITE MILK
4	CINNAMON TOAST CRUNCH W/ GRAHAM CRACKERS, FRUIT, 1% WHITE MILK
5	CHEESY EGG & POTATO TACO, FRUIT, 1% WHITE MILK
6	WAFFLES, FRUIT, 1%WHITE MILK
7	BREAKFAST ON A STICK, FRUIT, 1%WHITE MILK
8	SAUSAGE BISCUIT, FRUIT, 1% WHITE MILK
9	BREAKFAST PIZZA, FRUIT, 1% WHITE MILK
10	CINNAMON TOAST CRUNCH W/ GRAHAM CRACKERS, FRUIT, 1% WHITE MILK
11	CHEESY EGG& SAUSAGE TACO, FRUIT, 1% WHITE MILK
12	CHEERIOS W/GRAHAM CRACKERS, FRUIT, 1% WHITE MILK
13	PUMPKIN BREAD SLICE, FRUIT, 1% WHITE MILK
14	BISCUIT & GRAVY W/ SAUSAGE, FRUIT, 1% WHITE MILK
15	CINNAMON TOAST CRUNCH W/ GRAHAM CRACKERS, FRUIT, 1% WHITE MILK
16	BANANA MUFFIN, FRUIT, 1% WHITE MILK
17	MINI CINNAMON CHEESE BAGELS, FRUIT, 1% WHITE MILK
18	BREAKFAST PIZZA, FRUIT, 1% WHITE MILK
19	FRENCH TOAST W/ SAUSAGE, FRUIT, 1% WHITE MILK
20	EGG & SAUSAGE BISCUIT, FRUIT, 1% WHITE MILK
21	BLUEBERRY MUFFIN W/ STRING CHEESE, FRUIT, 1% WHITE MILK

Exhibit M: Menu Cycles

NSLP LUNCH

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided here.

2024 - 2025 School Year

Campus Level: HEADSTART & PRE-K LUNCH

1	CORNDOG, BAKED BEANS, FRUIT, 1% WHITE MILK
2	CHEESE PIZZA, FRIES, FRUIT, 1% WHITE MILK
3	POPCORN CHICKEN POTATO BOWL, BROCCOLI W/ CHEESE, FRUIT, 1% WHITE MILK
4	BEEF QUESADILLA, BROWN RICE, PINTO BEANS, FRUIT, 1% WHITE MILK
5	TURKEY HAM WRAP, FRIES, FRUIT, 1% WHITE MILK
6	HOT DOG, ROSTED VEGGIES, FRUIT, 1% WHITE MILK
7	CHEESE PIZZA, CURLY FRIES, FRUIT, 1% WHITE MILK
8	CHICKEN NUGGETS W/ ROLL, PEPPERED BROCCOLI, FRUIT, 1%WHITE MILK
9	TURKEY HAM & CHEESE SANDWICH, CUCUMBER SLICES, FRUIT, 1% WHITE MILK
10	PANCAKES & SAUSAGE, TATER BUCKS, FRUIT, 1 % WHITE MILK
11	CHEESY PENNE W/ BREADSTICK, CRINKLE FRIES, FRUIT, 1% WHITE MILK
12	CHEESE PIZZA, BABY CARROTS, FRUIT, 1 % WHITE MILK
13	POPCORN CHICKEN, ITALIAN VEGGIE BLEND, FRUIT, 1% WHITE MILK
14	CHEESY NACHOS, BROWN RICE, PINTO BEANS, FRUIT, 1% WHITE MILK
15	CHEESE BURGER, CRINKLE FRIES, FRUIT, 1 % WHITE MILK
16	PULLED PORK BBQ SANDWICH, 5-WAY MIXED VEGGIES, FRUIT, 1% WHITE MILK
17	CHEESE PIZZA, STEAMED CORN, FRUIT, 1% WHITE MILK
18	COUNTRY FRIED STEAK W/ ROLL, PEPPERED BROCCOLI, FRUIT, 1% WHITE MILK
19	SUNBUTTER & JELLY SANDWOCH W/ STRING CHEESE, BABY CARROTS, FRUIT, 1% WHITE MILK
20	GRILLED CHEESE BURGER, STEAMED CORN, FRUIT, 1% WHITE MILK
21	CORN DOG, GREEN BEANS, FRUIT, 1% WHITE MILK

Exhibit M: Menu Cycles

SSO BREAKFAST

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided here.

2024 - 2025 School Year

Campus Level: K-12 SUMMER MENUS

1	CEREAL W/ GRAHAM CRACKERS, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
2	CERAL W/ GRAHAM CRACKERS, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
3	EGG & SAUSAGE BISCUIT, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
4	BANANA BREAD SLICE, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
5	BLUEBERRY MUFFIN W/ STRING CHEESE, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK 1 % WHITE MILK
6	CEREAL W/ GRAHAM CRACKERS, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
7	BREAKFAST ON A STICK, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
8	EGG, SAUSAGE & CHEESE TACO, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
9	CEREAL W/ GRAHAM CRACKER, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
10	MINI FRENCH TOAST, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
11	SUNBUTTER & JELLY SANDWICH, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
12	CEREAL W/ GRAHAM CRACKERS, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
13	WAFFLES, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
14	EGG, SAUSAGE & CHEESE TACO, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
15	BREAKFAST PIZZA, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
16	BREAKFAST ON A STICK, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
17	EGG, SAUSAGE & CHEESE TACO, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
18	CEREAL W/ GRAHAM CRACKERS, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
19	MINI FRENCH TOAST, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
20	SUNBUTTER & JELLY SANDWICH, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK
21	CEREAL W/ GRAHAM CRACKERS, FRUIT, 100% FRUIT JUICE, FAT FREE CHOCOLATE MILK, 1 % WHITE MILK

Exhibit M: Menu Cycles

SEAMLESS SUMMER OPTION OR SUMMER FOOD SERVICE PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school).

2024-2025 School Year

Campus Level: K-12 SUMMER MENUS DISTRICT WIDE (SSO LUNCH)

1	CHICKEN NUGGETS W/ ROLL, BAKED BEANS, BROCCOLI FLORETS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
2	CHEESE BURGER, FRIES, CARROTS & CELERY, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
3	CHEESY NACHOS, PINTO BEANS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
4	SPAGHETTI W/ BREADSTICK, PEPPERED BROCCOLI, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
5	CORN DOG, FRIES, CARROT STICKS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
6	TURKEY HAM & CHEESE SANDWICH, PEAS & CARROTS, CELERY STICKS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
7	CHICKEN NUGGETS W/ROLL, STEAMED CARROTS, BROCCOLI, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
8	GRILLED CHEESE BURGER, GREEN BEANS, BABY CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
9	CHEESE PIZZA, BROCCOLI FLORETS, BAKED BEANS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
10	CHICKEN FLAUTAS, ROASTED VEGGIES, CUCUMBER SLICES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
11	CHEESE BURGER, FRIES, BABY CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
12	BEEFY NACHOS, REFRIED BEANS, BROCCOLI FLORETS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
13	SUNBUTTER & JELLY SANDWICH W/ STRING CHEESE, CUCUMBER SLICES, BABY CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
14	HOTDOG, PEPPERED BROCCOLI, CELERY STICKS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
15	SLOPPY JOES, STEAMED BROCCOLI, BABY CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
16	CHICKEN NUGGET W/ ROLL, BAKED BEANS, BROCCOLI FLORETS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
17	CHEESEBURGER, FRIES, CARROTS & CELERY, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
18	CHEESY NACHOS, PINTO BEANS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
19	SPAGHETTI W/ BREADSTICK, BROCCOLI FLORETS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
20	CORNDOG, SMILEY FRIES, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK
21	TURKEY HAM & CHEESE SANDWICH, CELERY STICKS, BABY CARROTS, FRUIT, FAT FREE CHOCOLATE MILK, 1% WHITE MILK

Exhibit N: Independent Price Determination Certificate

Both the School Food Authority (SFA) and the Food Service Management Company (Offeror) shall execute this Independent Price Determination Certificate.

	Ballinger ISD
Name of Food Service Management Company	Name of School Food Authority

By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offeror certifies that:

1. He or she is the person in Offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in Offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	Title	Date
Signature of Offeror’s Authorized Representative		

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

	Title	Date
Signature of SFA’s Authorized Representative		

Note: SFA’s acceptance of an offer does not constitute an award of the contract.

Exhibit O: SFA Certification of Acknowledgement

I certify that I, Jeff Butts (Name), on behalf of Ballinger ISD SFA, have read and fully understand the contents of this contract. I understand that the SFA must maintain oversight of the food service operations and that these responsibilities will not be delegated to the FSMC. I also understand that the SFA is responsible for closely monitoring the FSMC contract and the FSMC's daily activities.

Initial Here: _____

I certify that I understand the requirements to utilize a FSMC and will comply with the procedures accordingly.

Initial Here: _____

I certify that I will not enter into an agreement with an FSMC that has a real or apparent conflict of interest. This includes FSMCs that provide recommendations, develop, or draft specifications, requirements, statements of work, requests for proposals, contract terms, and conditions, or other documents for use in conducting procurement.

Initial Here: _____

I certify that I, nor any employees (including Board Members) of Ballinger ISD SFA, will not solicit or accept donations, gratuities, nor favors from current or potential FSMCs (i.e., gifts, golf outings, meals, etc.).

Initial Here: _____

I certify that I will appropriately and in a timely manner respond to all bid/proposal protests and concerns raised by potential FSMCs.

Initial Here: _____

I certify that the Ballinger ISD SFA has a written Code of Conduct that addresses conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts, and will make sure all employees are aware of said standards.

Initial Here: _____

I have read and understand what the allowable costs are for all of the applicable CN programs.

Initial Here: _____

I certify that Ballinger ISD SFA will be legally responsible for the conduct of the non-profit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of TDA and the USDA regarding each of the CN programs covered by this contract.

Initial Here: _____

I certify that all food service employees and those responsible for the oversight of the contract and FSMC's operations have the necessary skillset to fulfill required monitoring responsibilities including management of the items that cannot be delegated to a FSMC.

Initial Here: _____

I certify that staff responsible for monitoring and oversight of the FSMC meet the minimum Professional Standards requirements.

Initial Here: _____

I certify that Ballinger ISD SFA shall retain control of the non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to the USDA Foods claims system, and any other designated state system, local point of sale systems, and accounting systems.

Initial Here: _____

I certify that the CN programs are the responsibility of Ballinger ISD SFA and Ballinger ISD SFA is responsible for all contractual agreements entered into in connection with the CN programs.

Initial Here: _____

I certify that Ballinger ISD SFA will be responsible for determining student eligibility for all applicable programs and that Enter FSMC Name will have no involvement in the process.

Initial Here: _____

I certify that Ballinger ISD SFA will retain all records for the current year plus the three from the end of the contract including any renewals.

Initial Here: _____

I certify that all food will follow the current meal standards and Local Wellness Policy.

Initial Here: _____

I certify that Ballinger ISD SFA will monitor awarded FSMC vendor to ensure compliance with USDA regulations.

Initial Here: _____

I certify that Ballinger ISD SFA will be responsible for non-compliance discovered while operating with a FSMC and will comply with the return of disallowed costs to remedy findings.

Initial Here: _____

I certify that Ballinger ISD SFA has an advisory board composed of students, teachers, and parents to assist in menu planning and student participation.

Initial Here: _____

I certify that Ballinger ISD SFA will not delegate any of the above responsibilities to the FSMC.

Initial Here: _____

I hereby certify that neither Ballinger ISD SFA nor its principals/authorized representatives are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: _____

I further certify that neither _____ SFA nor any of its principals/authorized representatives has a reported criminal background that would affect the receipt of Federal funds.

Initial Here: _____

I certify that _____ FSMC is not a paid consultant or contractor with Ballinger SFA in any other capacity than for this contract.

Initial Here: _____

I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of Ballinger ISD SFA, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy. Ballinger ISD SFA does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the SFA agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA, its successors,

transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person whose signature appears below is authorized to sign this assurance on behalf of the SFA.

Name of Authorized Representative Caroline Toliver

Title of Authorized Representative Superintendent

Signature of Authorized Representative _____

Date Signed _____

Exhibit P: FSMC Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this document.

I certify that I, _____, on behalf of _____, (FSMC) have read and fully understand the contents of this contract.

Initial Here: _____

I certify that I, nor any of the employees of _____, (FSMC) have not received any solicitations from any _____ SFA employee. In addition, I certify that no gifts, donations, or anything of monetary value (i.e., golf outings, meals, etc.) have been provided.

Initial Here: _____

I certify that employees of the FSMC will be trained to understand and comply with all necessary training including the current written Code of Conduct authored by _____ SFA.

Initial Here: _____

I certify that all _____ (FSMC) food service employees meet the minimum Professional Standards requirements outlined for the operation of Child Nutrition programs.

Initial Here: _____

I certify that _____ SFA will be legally responsible for the conduct of the non-profit school food service program, and shall have access to all necessary documents, which will be maintained onsite, including but not limited to all contracts with vendors so that they may supervise the food service operations in such manner as will ensure compliance with the rules and regulations of TDA and the USDA regarding each of the CN programs covered by this contract.

Initial Here: _____

I certify that _____ (FSMC) will not have control of the district's non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to the USDA Foods claims system and any other defined state or local system.

Initial Here: _____

I certify that _____ SFA will be responsible for determining student eligibility for all applicable programs and that _____ (FSMC) will have no involvement in the process.

Initial Here: _____

I certify that _____ (FSMC) will follow the 21-day menu for the first 21-days of service, without change.

Initial Here: _____

I certify that all food will comply with the current meal standards and Local Wellness Policy.

Initial Here: _____

I certify that _____ (FSMC) will comply with all applicable standards, orders, or requirements issued under the Clean Air Act and the Federal Water Pollution Control Act and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

Initial Here: _____

I hereby certify that neither _____ (FSMC) nor its principals/authorized representatives are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: _____

I further certify that neither _____ (FSMC) nor any of its principals/authorized representatives has a reported criminal background that would affect the receipt of this Federal Award.

Initial Here: _____

I certify that _____ (FSMC) is not a paid consultant or contractor with _____ SFA in any other capacity than for this contract.

Initial Here: _____

I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the SFA any changes that occur to the information submitted. I understand that this information is provided in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes. On behalf of _____, (FSMC) I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, _____ (FMSC) does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date Signed _____

Exhibit Q: Non-Delegable School Food Authority Responsibilities

The SFA shall be legally responsible for the conduct of the food service program and shall supervise and monitor the food service operations to ensure compliance with the rules and regulations of the Texas Department of Agriculture (TDA) and the United States Department of Agriculture (USDA) regarding the school food service program. The Food Service Management Company (FSMC) acknowledges that the SFA is responsible for completing the following duties and that these cannot be delegated to the FSMC:

1. **Procurement standards:** SFA shall adhere to the procurement standards specified in § 210.21 when contracting with the food service management company. 7 CFR 210.16(a)(1).
2. **On-site monitoring:** 7 CFR 210.16(a)(1)(2) (3), 7 CFR 210.8(a)(1).
 - a. SFA staff must review the FSMC's contract compliance quarterly for at least one site using TDA's FSMC Review Form (located on the squaremeals.org FSMC page).
 - b. SFA must conduct onsite monitoring of serving sites to observe counting and claiming procedures for all operating programs at all campuses. See ARM, section 20, Counting and Claiming. The SFA must follow-up on any meal counting and claiming discrepancies.
3. **Control and overall financial responsibility** of the school food service account. 7 CFR 210.19(a)(1).
4. **Advisory board:** Establish and include parents, staff, and students to assist in menu planning. The FSMC must adhere to the menu cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. 7 CFR 210.16(b)(1), 7 CFR 210.16(a)(8).
5. **Health certification** must be maintained to assure that all state and local regulations are met by the FSMC preparing or serving meals at the SFA facilities. 7 CFR 210.16(a)(7).
6. **Establish all prices** for food items served under the nonprofit school food service account (e.g., reimbursable meals, à la carte, and adult meals). 7 CFR 210.16(a)(4).
7. **Retain signature authority** over
 - a. the application/agreement to participate in the Child Nutrition Programs (7 CFR 210.9 (a)(b), 210.16(a)(5));
 - b. Free reduced-price policy statement.
 - c. the USDA Foods claim system.
 - d. Contractual agreements with the school nutrition program (i.e., vending meals to other SFA, commodity processing contracts) 7 CFR 210.21 & 19(a)(1); 7 CFR 210.9(b)(13); 7 CFR 210.15(a); 7 CFR 250.15(a); and,
 - e. Resolution of all program review and audit findings. (7 CFR 210.18(i) and 210.18(k)(1)(2))
8. **Submit monthly claim for reimbursement** 7 CFR 210.8(a); 7 CFR 210.16(a)(5).
 - a. TDA Food and Nutrition Division approves only SFA personnel access to the system which also represents secure signature authority for applications and claims.
 - b. Review to ensure accuracy of lunch counts prior to the claim submission.
 - c. Edit check worksheets that compare daily lunch counts by eligibility category. Free and reduced-price meals may not be claimed in excess of the number of students approved for such benefits.

- 9. **Free and Reduced-Price Meal Process** 7 CFR 245.6
 - a. Develop, distribute, and collect parent letters and applications for free/reduced-price meals & free milk.
 - b. Determination and verification of applications for free/reduced-price meals or free milk.
 - c. Conduct any hearings related to such determinations.

- 10. **USDA donated foods** 7 CFR 210.9(b)(13) (formerly Commodities)
 - a. Monitor that the maximum amount is received and used by the FSMC in the SFA food service.
 - b. Monitor that the FSMC credits SFA at least annually for all USDA Donated foods.

- 11. **À la carte food service:** 7 CFR 210.16(a) The SFA must also offer free, reduced price, and full price reimbursable meals to all eligible children to operate an à la carte food service.

I acknowledge that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the SFA.

Printed Name of SFA Authorized Representative: Caroline Toliver Title Superintendent

FSMC Representative: _____ Title _____

Signature: FSMC Representative _____ Date _____

Exhibit R: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract

(1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract, or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, subgrantee or sub-recipient.

Ineligible - a person that is prohibited from entering a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is “suspended”.

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have a government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Name of Business (Contractor)	Vendor ID No. or Social Security No.
--------------------------------------	---

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

SB 763
Frequently Asked Questions

Relating to allowing public schools to employ or accept as volunteers chaplains.

1. What actions must school boards take related to SB763?

Each board of trustees of a school district and each governing body of an open-enrollment charter school **must** take a record vote not later than six months after the effective date of the legislation on whether to adopt a policy authorizing a campus of the district or school to employ or accept as a volunteer a chaplain.

2. What is the deadline by which school boards have to vote to be in compliance with the statute?

The effective date of SB763 was September 1, 2023, so board of trustees of a school district and each governing body of an open-enrollment charter school must take a record vote **not later than March 1, 2024**.

3. What options for utilizing the services of chaplains are provided by the statute?

Per the statute, school districts and open-enrollment charter schools may employ chaplains or accept chaplains as volunteers to provide support, services, and programs for students.

4. Can charter schools utilize the services of chaplains?

Yes, the statute permits charter schools to employ chaplains or accept chaplains as volunteers. The statute also requires charter school governing boards to hold a record vote related to the statute by the deadline described above.

5. What source of district funds can be used to pay for chaplains?

Districts may use funds from their School Safety Allotment or eligible school safety grant funds to pay for chaplains. Districts may also use general fund revenue to pay for chaplains. And Districts may use state special allotment funds to pay for chaplains, if both the students being served and the services provided by the chaplain must meet the state program's requirements.

6. Do chaplains have to be licensed or certified?

The statute does not contain any licensure requirements for chaplains and expressly states that a chaplain employed or volunteering is not required to be certified by the State Board for Educator Certification.

7. What limitations are placed on the utilization of chaplains?

As a school employee, the chaplain would be subject to the background check fingerprinting requirements under Texas Education Code (TEC) 22.0833 and the “Do Not Hire Registry” background check (TEC 22.092). A district or open-enrollment charter school may not employ or accept as a volunteer a chaplain who has been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, in the Code of Criminal Procedure.

8. Does TEA have a record of which districts have chaplains employed or volunteering in their district?

No, TEA was not appropriated resources to track implementation of this statute.

9. What supports may chaplains provide to the district?

The legislation provided for costs associated with chaplains to be paid with funds including, but not limited, to those provided under the school safety allotment. The school safety allotment statute identifies some supports that chaplains can provide, in Texas Education Code 48.115(b)(3)(C) and 48.115(b)(4).

SB 763: Chaplains

- Allows a school district or charter to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the Board of Trustees.
- Requires EVERY school board in Texas to vote by March 1, 2024, on whether to adopt a policy that would authorize individual campuses to employ/accept a chaplain as a volunteer.
 - Chaplains subject to criminal background check applicable to employees or volunteers.
- Funds allocated for school safety & security can be spent on services provided by Chaplains.



Dallas / Fort Worth 817-645-5700
Austin 512-271-5909
San Antonio 210-446-3982
Houston 713-391-8444

LOCATIONS

Change Order #1

1. Project Information

Secondary Campus Only!

Longhorn Job No.: **7552**

Proposal Date: December 12, 2023

Project: **Ballinger ISD Re Roof**

Building Location: 802 Conda
Ballinger, TX 76821

Contractor: **Longhorn Commercial Roofing, LLC**
Corporate Office
PO Box 1208
Cleburne, Texas 76033-1208
817-645-5700 (Office)
chad@longhorncr.com

Owner: **Ballinger ISD**

802 Conda
Ballinger, TX 76821

Estimator: Chad Edwards / chad@longhorncr.com



3. Wall Restoration and Waterproofing: \$218,350.00**1. Exterior Walls:**

Sealant replacement at control joints.
Repair mortar joints/cracks in Façade.
Sealant replacement at metal-to-metal joints.
Sealant replacement at perimeter of building @ sidewalks.
Sealant replacement at glass to frame joints.
Sealant replacement at thru wall penetrations.
Sealant replacement at ALL door perimeter joints.
Soft power Wash exterior areas.

Scope: 1

- Remove existing sealant at vertical control joints on façade, grind/clean as needed.
- Apply new SIKA Polyurethane to smooth finish.

Scope: 2

- Grind/Clean deteriorated motor joints clean, repair applying BASF N425 Gel Patch to a new look finish.

Scope: 3

- Remove sealants at metal to metal if needed, clean thoroughly with denatured alcohol.
- Apply new SIKA silicone to smooth straight-line finish.

Scope: 4

- Remove existing sealants at perimeter of building, grind/clean as needed to sound concrete.
- Apply new SIKA polyurethane to self-leveling grade.



Scope: 5

- Soft power wash exterior of building to NEW look finish

Scope: 6

- Remove sealant at glass to frame in windows, clean thoroughly with denatured alcohol.
- Apply new SIKA silicone to smooth straight-line finish.

Scope: 7

- Remove sealants at thru wall penetrations if needed, clean thoroughly with denatured alcohol.
- Apply new SIKA silicone to smooth finish.

Scope: 8

- Remove sealants at perimeter of doors, clean thoroughly with denatured alcohol.
- Apply new SIKA polyurethane to smooth finish.

